
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

DUPLI ASSOCIATES LLC

TRANSCRIPT OF PROCEEDINGS

CLOSING DATE: DECEMBER 17, 2020

DUPLI ASSOCIATES LLC – DUPLI BUILDING 2 PROJECT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
DUPLI ASSOCIATES, LLC – DUPLI BUILDING 2 PROJECT
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PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the “*Project Agreement*”), made as of July 1, 2017, 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, 7th Floor, Syracuse, New York 13202 (the “*Agency*”), **DUPLI ASSOCIATES 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 1 Dupli Park Drive, Syracuse, New York 13204 (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 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”), each in the City of Syracuse, New York (the foregoing collectively referred to as the “*Land*”); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the

northwest corner of Building 1 (collectively, the “*Facility*”); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, 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 May 16, 2017 (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, construction or equipping of the Project Facility; (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, the sales and use tax exemption benefit, the mortgage recording tax benefit, and the abatement from real property taxes benefit, are hereinafter 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 **\$391,250**; and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$31,300**; (ii) the mortgage recording tax exemption amount shall be approximately **\$26,800** (except as limited by 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 **\$259,688.00**; 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 July 1, 2017 (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 from the Company (the “*Bill of Sale*”); and

WHEREAS, the Agency proposes to sublease the Project Facility to the Company, and the Company desires to lease the Project Facility from the Agency, upon the terms and conditions set forth in a certain Agency Lease Agreement dated as of July 1, 2017 (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 July 1, 2017 (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 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 and in the Resolutions; and

WHEREAS, in order to define the obligations of the Company regarding its ability to utilize the Agency’s sales and use tax exemption benefit as agent of the Agency to acquire, construct, renovate, equip and complete the Project Facility and to undertake the Project, the Agency and the Company will enter into this Project Agreement; 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, that the Company provide assurances with respect to the terms and conditions herein set forth; and

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

WHEREAS, no 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

PURPOSE OF PROJECT

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

Section 1.02 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 that the Agency is entering into the Company Lease, Agency Lease, payment in lieu of taxes agreement (“*PILOT Agreement*”) and this Project Agreement 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.

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 the earlier of January 31, 2019, or sixty days after the issuance of a certificate of occupancy, 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 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) and 156 Solar Street and Division Street W., 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 July 1, 2017 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 F 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(e) 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 **\$391,250** and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$31,300**.

(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: Dupli Associates LLC Project, 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) and 156 Solar Street and Division Street W., IDA Project Number: 31021709.

(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 1 and 2 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.

Section 3.05. Insurance Required.

(a) The Company agrees that it shall maintain all insurance required under the Agency Lease.

(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 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 continue for the duration of the PILOT Agreement (the "*Term*"):

(a) The total investment actually made with respect to the Project at the Project's completion date shall equal to or exceed **\$3,027,700** (which represents the product of

85% multiplied by \$3,562,000, being the total project cost as stated in the Company's Application for Financial Assistance (the "*Investment Commitment*").

(b) The Company shall annually provide to the Agency certain information to confirm that the Project is achieving the investment 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 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.

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 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, 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 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.

not affect the validity or enforceability of the remaining portions of this Project Agreement or any part thereof.

Section 6.05. 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 6.06. 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 6.07. Term. Except as specifically provided otherwise, the term of this Project Agreement shall be the longer of: (1) the term of the Agency Lease ; or (2) five years following the Project's substantial completion date as evidenced by a certificate of occupancy. 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.

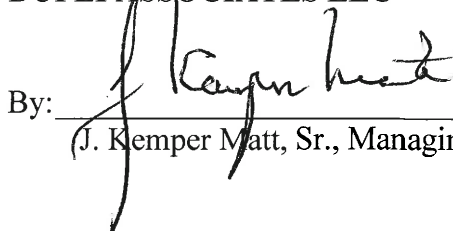
Section 6.08. Section Headings. The headings of the several Sections in this Project Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Project Agreement.

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: 
William M. Ryan, Chairman

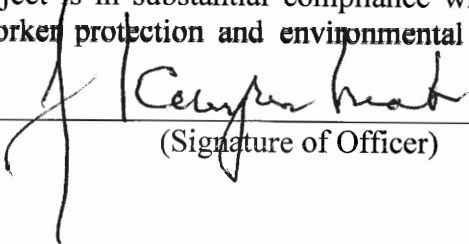
DUPLI ASSOCIATES LLC

By: 
J. Kemper Matt, Sr., Managing Member

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

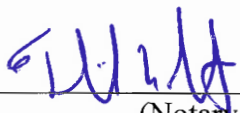
J. Kemper Matt, Sr., being first duly sworn, deposes and says:

1. That I am the Managing Member of Dupli Associates 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 20th day of July, 2017.



(Notary Public)

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123656
My Commission Expires March 14, 2021

EXHIBIT "A"

EXECUTED COPY OF PILOT AGREEMENT

**CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT
AGENCY**

and

DUPLI ASSOCIATES LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of: July 1, 2017

Dupli Associates LLC

Federal Tax ID #:16-1545537

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this *“Agreement”*) dated as of July 1, 2017 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, 7th Floor, Syracuse, New York 13202, and **DUPLI ASSOCIATES LLC**, a limited liability company organized under the laws of the State of New York, with offices at 1 Dupli Park Drive, Syracuse, New York 13204 (hereinafter referred to as the *“Company”*).

W I T N E S S E T H:

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

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

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

WHEREAS, the Agency, by Resolution adopted on May 16, 2017, (the *“Resolution”*),

resolved to undertake the “**Project**” (as hereinafter defined); and

WHEREAS, the Project will consist of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“**Building 1**”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“**Building 2**”), each in the City of Syracuse, New York (the foregoing collectively referred to as the “**Land**”); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the “**Facility**”); (iii) the acquisition and installation in and at Building of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, 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 July 1, 2017 (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 July 1, 2017 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 July 1, 2017 (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 Agreement**”); 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 1.01. 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 Agreement.

(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 this Agreement and the consummation of the transactions 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 Articles of Organization, 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 Agreement).

(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 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, by check made payable to "*Commissioner of Finance*". Upon receipt of the Company's payment, it shall be the Municipality's obligation to appropriately disburse any portion of the said payment to the County of Onondaga, or such other taxing jurisdiction, pursuant to the Act. This Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. Notwithstanding the appearance of the Agency's exemption on the Municipality's tax roll for the 2018/2019 City and School portion of the real property tax due on the Land and Facility, the year 1 payment due for the

City and School portion of the year 1 payment under **Exhibit "A"** shall commence on July 1, 2018. The year 1 payment due for the County and Water District portion of the year 1 payment under **Exhibit "A"** shall commence on January 1, 2019. Without regard to the Agency exemption, the Company shall continue paying real property tax through June 30, 2018 with respect to the City and School portion of the real property tax and through December 31, 2018 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.

(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 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. Obligation of Municipality

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 said semi-annual statement shall be submitted to the Company at the same time that tax bills are mailed by the Municipality to the owners of privately owned property. Failure to

receive a tax bill 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 tax bill, the Company shall have the responsibility and obligation to make all reasonable inquiries to the Municipality and to have such a bill issued, and thereafter to make payment of the same no later than the due dates provided herein.

Section 2.04. Obligations of Agency

(a) Requirement that any Project Facility Agreements Require Payments in Lieu of Taxes. So long as the Project Facility shall be entitled to exemption from real property taxes as provided in Section 2.01(a) hereof, the Agency agrees, to the extent permitted by law, that it shall not make any agreement regarding the leasing or sale of the Project Facility which does not require that payments in lieu of taxes shall be paid to the Municipality in at least the amounts set forth in Article II hereof.

(b) 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 or the Lease Agreement.

(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) or the Lease Agreement, 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 Agreement, continuance of such failure for the duration of any applicable cure period set forth therein after receipt of any required notice thereunder.

(d) Any warranty, representation or other statement by or on behalf of the Company contained in this Agreement or the Lease Agreement 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 Agreement.

(e) 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 Agreement 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.

(f) The occurrence of any Event of Default or Default under this Agreement, the Lease Agreement or any other Project documents.

(g) Failure of the Company to commence renovation of the Project Facility within eight (8) months of the date of this Agreement.

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 Agreement 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 the Project, as if the Project Facility was privately owned and assessed and without any further regard to Exhibit "A".

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Sections 4.01(a), 4.01(b), 4.01(c), 4.01(d), 4.01(e), 4.01 (f) or 4.01(g) shall have occurred and be continuing with respect to this Agreement, and/or the

Company shall be in default under the Lease Agreement, 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 Lease Agreement. Notwithstanding anything herein to the contrary, if the Lease Agreement is terminated for any reason, this Agreement shall automatically terminate without any further notice or action required hereunder.

Section 4.03. Recording of Lease Terminations and Other Documents

Whenever any Event of Default under Sections 4.01(a), 4.01(b), 4.01(c), 4.01(d), 4.01(e), 4.01 (f) or 4.01(g) shall have occurred and be continuing with respect to this Agreement or the Lease Agreement, the Agency may, upon notice to the Company provided for in this Agreement or the Lease Agreement, if any, terminate the Lease Agreement and record such termination or other necessary documents in the Onondaga County Clerk's Office, terminating the Agency's interest in the Project Facility and 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 Chairman or the Vice Chairman 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 Agreement, for any reason, is extended by its 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 for as long as the Agency retains an interest in, or remains in title to, the Project Facility. 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 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.

Section 4.05. Remedies; Waiver and Notice

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

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

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

(d) 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.

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, 2028, 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 tax bill 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 Agreement 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 the Project 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, 7th Floor
Syracuse, New York 13202
Attention: Chairman

With a copy to:

Barclay Damon, LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attention: 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:
Dupli Associates LLC
1 Dupli Park Drive
P.O. Box 11500
Syracuse, New York 13218

With a copy to:

McKenzie Hughes LLP
440 South Warren Street, Suite 400
Syracuse, New York 13202
Attn: Frederick Marty, 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

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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.

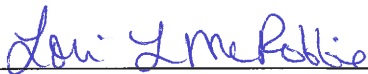
IN WITNESS WHEREOF, the Agency and Company have caused this Agreement to be executed in their respective names on the date first above written.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
William M. Ryan, Chairman

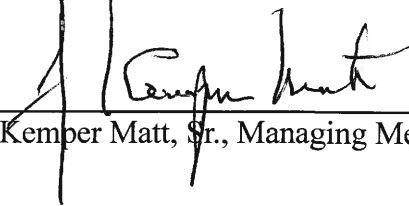
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 18th day of July, in the year 2017, before me the undersigned, a Notary Public in and for said state, personally appeared **William M. Ryan**, 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 he person upon behalf of which the individual acted, executed the instrument.


Notary Public

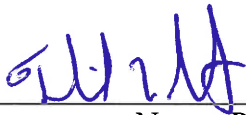
LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2018

DUPLI ASSOCIATES LLC

By: 
J. Kemper Matt, Sr., Managing Member

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 20th day of July, in the year 2017, before me the undersigned, a notary public in and for said state, personally appeared J. Kemper Matt, Sr., 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 he person upon behalf of which the individual acted, executed the instrument.


Notary Public

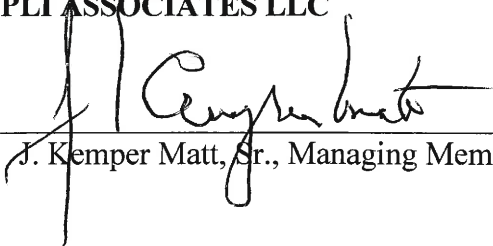
Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123656
My Commission Expires March 14, 2021

**ACKNOWLEDGEMENT BY
DUPLI ASSOCIATES LLC**

DUPLI ASSOCIATES LLC, (the “*Company*”) hereby acknowledges receipt and review of this Agreement, and consents to, and approves of, the terms and provisions contained herein.

IN WITNESS WHEREOF, the Company has caused this Acknowledgment to be executed in its name by its duly authorized representative, dated as of July 1, 2017.

DUPLI ASSOCIATES LLC

By: 
J. Kemper Matt, Sr., Managing Member

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 20th day of July, in the year 2017, before me the undersigned, a notary public in and for said state, personally appeared **J. Kemper Matt, Sr.**, 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 he person upon behalf of which the individual acted, executed the instrument.



Notary Public

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 021MA6123656
My Commission Expires March 14, 2021

EXHIBIT "A"
PILOT SCHEDULE

Schedule A	
	Total Annual Payment
Year	Amount
1	\$73,706.22
2	\$75,180.34
3	\$76,683.95
4	\$78,217.63
5	\$79,781.98
6	\$81,377.62
7	\$83,005.18
8	\$92,788.57
9	\$102,930.10
10	\$113,440.17
Total	\$857,111.76

EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL A:

Parcel I:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a part of **Marsh Lots Nos. 37 and 38** of the Onondaga Salt Springs Reservation, and known and described upon a map made by R. Griffin, Jr., and on file in the Onondaga County Clerk's Office as Lots Nos. 26 and 28 in Block No. 461 (formerly 261). Said lots being each about **33 feet front** on Division Street and extending by parallel lines southerly to the south line of said tract about 150 feet, **be the same more or less.**

Parcel II:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being more specifically known as Lot No. 30, Block 461 (formerly 261), Syracuse. Said lot being 33 feet front on Division Street and extending by parallel lines in a southerly direction to the south line of said tract. Said lot having a depth of 145 feet, more less.

Parcel III:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, State of New York, County of Onondaga, being part of Lots 37 and 38 of the 15 Acre Marsh Lots **Salina** being known as Lot No. 32, Block No. 461, Syracuse, according to a map made by R. Griffin, Jr., on file in the Onondaga County Clerk's Office, said lot being 33 feet on Division Street extending by parallel lines in a southerly direction about 145 feet to the south line of said tract being the same more or less.

Parcel IV:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of Marsh Lots Nos. 37 and 38 of the Onondaga Salt Springs Reservation, and known and described upon a map made by R. Griffin, Jr., and on file in the Onondaga County Clerk's Office as Lot Number Thirty-Four in Block Number Four Hundred and Sixty-One (formerly 261) and lot being thirty-three feet front on Division Street, and extending by parallel lines southerly to the south line of said tract, be the same more or less, about one hundred forty feet deep.

Parcel V:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lots Thirty-Eight (38) and Thirty-Nine (39) of the Onondaga Salt Springs Reservation, bounded and described as follows:

BEGINNING at the stone monument marking the intersection of the southerly line of West Division Street and the easterly line of Solar Street; running thence along the easterly line of Solar Street South 28° 09' 10" E. 144.35 feet to the south line of Block 461 extended marking the true point of beginning of the parcel hereafter described; thence along the southerly line of Block 461 North 61° 50' 50" E. a distance of 250.16 feet to a stake; thence along the center line of a brick wall and parallel to the westerly line of North Clinton Street South 28° 09' 10" E. 220.09 feet to lands owned by the New York Central and Hudson River Railroad Company acquired by deed recorded in the Onondaga County Clerk's Office June 8, 1905, in Book 360 of Deeds at Page 199; thence westerly along said lands of the New York Central and Hudson River Railroad Company to the east line of Solar Street; said course being more particularly described as follows: westerly along an arc to the left of radius 422.8 feet a distance of 65.66 feet to a point twelve and one-half (12 1/2) feet northerly from an iron rail monument measured at right angles to the southerly line of Marsh Lot No. 38; thence South 61° 50' 50" W. 112.73 feet parallel with said south line of said Marsh Lot No. 38; thence South 80° 59' 20" W. 76.21 feet to a point in the east line of Solar Street 33.41 feet

northerly from the intersection of the south line of Marsh Lot 38 with the east line of Solar Street; thence North 28° 09' 10" W. along the east line of Solar Street 190.0 feet to the place of beginning.

TOGETHER WITH a right of way and easement for the passage of engines and cars over the following described premises situate in the City, County and State; beginning at the southeasterly corner of the foregoing described parcel at the intersection of the easterly line of said premises with the northerly line of said lands of the New York Central and Hudson River Railroad Company; thence North 28° 09' 10" W. 40 feet along the easterly line of the foregoing premises; thence South 80° 28' 00" E.

97.93 feet to the point of intersection of said line with the arc of curve to the right of radius 422.8 feet, said arc being the northerly boundary of the said lands owned by the New York Central and Hudson River Railroad Company; thence southwesterly along said arc and along the northerly line of said land owned by the New York Central and Hudson River Railroad Company 80 feet to the place of beginning; together with the right and privilege to the second party at any time to enter upon the premises for the purposes of laying and maintaining, altering and repairing railroad tracks, switches and appliances thereon connecting with railroad tracks on the premises owned by the New York Central and Hudson River Railroad Company.

Parcel VI:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lots 37 and 38 of the Onondaga Salt Springs Reservation and known and described upon a map made by R. Griffin, Jr., as Lot 36 in Block Four Hundred and Sixty-One (formerly 261), said Lot being about forty-seven (47) feet front on Division Street and extending by parallel lines southerly to the south line of said tract about one hundred and forty (140) feet, be the same more or less.

Parcel VII:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lot Number Thirty-Eight and being more particularly described as follows:

BEGINNING at a stone monument at the point of intersection of the southerly line of West Division Street and the easterly line of Solar Street; thence southerly along the easterly line of Solar Street, one hundred and forty-four and one-tenth (144.1) feet to the northerly line of land belonging to the Syracuse Wall Paper Company; thence easterly along said northerly line about forty-two and three tenths (42.3) feet to the westerly line of the Walters Tract; thence northerly along said westerly line of the Walters Tract to the southerly line of said West Division Street; thence westerly along the southerly line of said West Division Street forty and twenty-two hundredths (40.22) feet to the place of beginning.

Also being described as **ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Syracuse, County of Onondaga and State of New York, more particularly described as follows:

BEGINNING at the intersection of the southerly line of West Division Street with the easterly line of Solar Street; running thence North 59° 47' 40" East a distance of 260.97 feet along the southerly line of Division Street to a point; thence South 28° 11' 35" East a distance of 153.70 feet to a point; thence South 61° 50' 50" West a distance of 10.79 feet to a point; thence South 28° 09' 10" East a distance of 220.09 feet to a point (said point being in a line of curve in the northerly line of lands of the New York Central and Hudson River Railroad); thence westerly and southerly on a curve to the left with a radius of 422.80 feet a distance of 65.66 feet along the northerly line of said railroad to a point of tangent; thence South 61° 50' 50" West a distance of 112.73 feet along the northerly line of said railroad to a point; thence South 80° 59' 20" West a distance of 76.21 feet along the northerly line of lands of said railroad to a point in the easterly line of Solar Street; thence North 28° 09' 10" West a distance of 334.35 feet along the easterly line of Solar Street to a point in the southerly line of West Division Street and the place of beginning.

The above described premises is more modernly and correctly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more

particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

PARCEL B:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc. and/or Borden, Inc. by the following 3 deeds:

1. From Borden's Milk Products Company, Inc. dated January 4, 1936, and recorded in the Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
- 2 From James A. Jacobs and Susan Jacobs dated July 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. From Woodstock Enterprises, Ltd. dated November 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

BEGINNING at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed to Borden, Inc. to the City of Syracuse for public purposes by deed recorded in the Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N. 28° 09' 10" W. along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N. 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 North Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 1' 48" and a chord bearing N. 67° 57' 44" E. 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along the last mentioned division line a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S. 28° 09' 10" E. along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence S. 61° 50' 50" W. along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Housing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S. 28° 09' 10" E. continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence S. 61° 50' 50" W. continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N. 28° 09' 10" W. along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence S. 61° 50' 50" W. along the

northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S. 28° 09' 10" E. along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence S. 61° 50' 50" W. along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 feet to the point of beginning.

EXHIBIT B

FORM OF ANNUAL REPORTING QUESTIONNAIRE

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
201 East Washington Street, 7th Floor, Syracuse, New York 13202

Date

COMPANY
COMPANY ADDRESS

Dear _____:

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

Sale - Leaseback Financing

Project: _____

Date of Financing:

Principal Amount Financed:

Maturity Date:

Original Interest Rate:

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

Name of Lender

Debt Retired in [year] Yes/No

Debt Refinanced in [year] Yes/No

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

Debt in Default as of [date] Yes/No

Current Interest Rate(s)

Rate range, if Variable

Principal balance outstanding as of [date]

Principal payments made during [year]

Payments in Lieu of Taxes (PILOT)

paid in [year]

Total cost of goods/services purchased: \$ _____

New York State Sales Tax Exemptions Claimed [year]

New York Local Sales Tax Exemptions Claimed: [year]

New York State Mortgage Recording

Tax Exemption: [year]

Form of Syracuse Industrial Development Agency - Project Jobs Data [year]

From:

To: _____, CPAs

Re:

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

Full Time Equivalent (FTE) Jobs Created and Retained – [year]

- # of Current FTE Employees as of [closing date]
- # of FTE Jobs Created during [year]
- # of FTE Jobs Retained during [year]
- # of FTE Construction Jobs Created during [year]

Comments:

Signature

Print Name

Title

Date

FIRST AMENDMENT TO PROJECT AGREEMENT

THIS FIRST AMENDMENT TO PROJECT AGREEMENT (the "**First Amendment**"), effective as of December 1, 2020, by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at City Hall Commons, 6th Floor, 201 East Washington Street, Syracuse, New York 13202 (the "**Agency**") and **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (the "**Company**"), amending that certain Project Agreement dated as of July 1, 2017, by and between the Agency and the Company (the "**First Project Agreement**" and together with this First Amendment, collectively, the "**Original Project Agreement**").

WITNESSETH:

THE MEANING OF CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ATTACHED TO THEM IN THE AGENCY LEASE DATED AS OF JULY 1, 2017, BETWEEN THE AGENCY AND THE COMPANY, AS SAME HAS BEEN AMENDED FROM TIME TO TIME (THE "AGENCY LEASE").

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, at the request of the Company, by resolution dated May 16, 2017 (the "**Original Inducement Resolution**") the Agency undertook a project (the "**Original Project**") consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by

an approximate 149,000 square foot building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0) (the "**Building 1 Land**"); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0) (the "**Building 2 Land**"), each in the City of Syracuse, New York (the "**City**") (Building 1 Land together with Building 2 Land, collectively referred to as the "**Original Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in July 2017, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Original Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, the Company and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, the First Agency Lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, by supplemental application dated February 4, 2020 (the "**Application**"), the Company requested the Agency revise the Original Project (the "**Project**") as follows: (A)(i) the continuation of an interest in the Original Land; (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City^a (the "**AMI**"); and approximately 3,500 sq.ft. of retail space (collectively, the "**Building 1 Facility**"); and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "**Building 2 Facility**" and together with the Building 1 Facility, collectively, the

^a As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%20001-06-2016.pdf

"**Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facilities 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, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Project Agreement, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 600 Franklin Owner LLC, the SPE for the Building 1 Project ("**600 Franklin**") and 156 Solar Street LLC ("**156 Solar**"), the SPE for the Building 2 Project. 600 Franklin will be a party to the Bifurcated Agreements for the Building 1 Project and 156 Solar will be a part to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, by resolution adopted October 20, 2020, the Agency authorized the Bifurcation Agreements to accommodate the Ownership Structure requirements; and

WHEREAS, this First Amendment is in accordance with Section 6.03 of the Original Project Agreement and reflects the amendments and other changes set forth herein; and

WHEREAS, the Company represents and warrants that there is no event of default under the Original Project Agreement or any other Company Document (as defined in the "**Original Lease Documents**") and all such documents are in full force and effect.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein set forth, and in accordance with Section 6.03 of the First Project Agreement, the Agency and the Company hereby agree as follows:

If to the Company, to: Dupli Associates, LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, 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."

3.0 INCORPORATION OF AMENDMENTS IN COMPANY DOCUMENTS AND AGENCY DOCUMENTS.

Notwithstanding anything herein to the contrary, or anything to the contrary in any other Company Document or Agency Document, the parties agree and consent to the changes made herein being incorporated into each and every other Company Document and Agency Document by reference without any further action or ratification by the parties thereto.

4.0 RATIFICATION OF ORIGINAL PROJECT AGREEMENT.

(a) The Agency and the Company agree that all of the other terms, covenants, conditions and exhibits of the Original Project Agreement are hereby ratified and confirmed and, as herein modified and amended, shall remain in full force and effect, and each term, covenant and condition shall apply to this Amendment as if it were fully set forth herein.

(b) This Amendment amends and supplements the First Project Agreement, as and to the extent set forth herein, and is executed in accordance with Section 6.03 of the First Project Agreement. This First Amendment forms a part of the First Project Agreement; and all the terms and conditions contained herein shall be deemed a part of the terms and conditions of the First Project Agreement for any and all purposes and the respective rights, duties and obligations under the First Project Agreement of the Agency and the Company shall be determined, exercised and enforced under the First Project Agreement, as amended by this First Amendment and as supplemented hereby. References to the Project Agreement in the Agency and Company Documents (as those terms are defined in the Original Lease Documents) shall be deemed to refer to the First Project Agreement, as amended by this First Amendment, and the First Project Agreement, as so amended and supplemented thereby and hereby, shall be read, taken and construed as one in the same instrument. The Agency and the Company hereby ratify and confirm the terms, conditions and covenants set forth in the First Project Agreement, as amended by this First Amendment.

(c) Each the Company and the Agency confirm and restate their respective representations and covenants contained in the First Project Agreement.

(d) This First Amendment shall inure to the benefit of, and shall be binding upon the Agency and the Company, and their respective successors and assigns.

5.0 EFFECTIVE DATE.

This First Amendment shall be effective as of December 1, 2020 (the “*Effective Date*”).

6.0 INVALIDITY.

If any part, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this First Amendment shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such part, 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 First Amendment 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.

7.0 NON-RECOURSE.

(a) All covenants, stipulations, promises, agreements and obligations of the Agency contained in this First Amendment and the other documents and instruments executed and/or delivered connected therewith shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in the this First Amendment or the other documents and instruments executed and/or delivered connected therewith or any documents supplemental hereto, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Agency, or of any successor public benefit corporation or political subdivision, or any person executing this First Amendment or the other documents and instruments executed and/or delivered connected therewith, either directly or through the Agency or any successor public benefit corporation or political subdivision, it being expressly understood that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Agency or of any such successor public benefit corporation or political subdivision, or any person executing this First Amendment and the other documents and instruments executed and/or delivered connected therewith, because of or by reason of the obligations, covenants or agreements contained in therein or implied therefrom.

(b) Nothing contained herein shall be construed to increase in any material respect the rights of the Agency under the Original Project Agreement or decrease in any material respect the rights of the Agency thereunder.

8.0 AUTHORITY.

Each of the Agency and the Company represents and warrants that it has the requisite power and authority to enter into and execute this First Amendment.

9.0 COUNTERPARTS; ELECTRONIC SIGNATURE.

This First Amendment 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 First Amendment 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 First Amendment and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.


10.0 GOVERNING LAW.

This First Amendment shall be governed by and construed in accordance with the laws of the State of New York. Venue of any action or proceeding hereunder shall be in the respective State or Federal court located in Onondaga County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

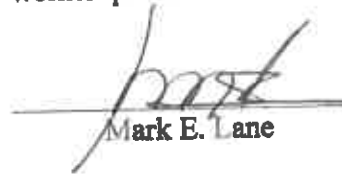
DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

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

Mark E. Lane, being first duly sworn, deposes and says:

1. That I am the Managing Member of FS Development Associates, LLC, Manager of Dupli Associates LLC and that I am duly authorized on behalf of the Company to bind the Company and to execute this First Amendment.
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.


Mark E. Lane

Subscribed and affirmed to me
under penalties of perjury
this 4th day of December, 2020.

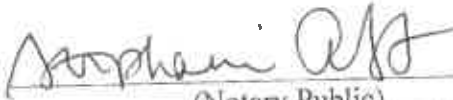

(Notary Public)
STEPHANIE A. SMITH
Notary Public, State of New York
No. 0154699504
Qualified in Madison County
My Commission Expires April 27, 2022

EXHIBIT "A"

DUPLI BUILDING 1 PROJECT AGREEMENT

DUPLI BUILDING 1 PROJECT AGREEMENT

THIS DUPLI BUILDING 1 PROJECT AGREEMENT, dated as of December 1, 2020 (the “*Dupli 1 Project Agreement*”), is 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*”), **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and **600 FRANKLIN OWNER LLC**, a New York limited liability company, having its office at 113 Court Street, Binghamton, New York 13901 (“*600 Franklin*” and together with Dupli, collectively, 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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”) (bearing tax parcel identification

number 118.-06-01.0) (the "**Building 2 Land**"), each in the City of Syracuse, New York (the "**City**") (Building 1 Land together with Building 2 Land, collectively referred to as the "**Original Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 600 Franklin Owner LLC, the SPE for the Building 1 Project ("**600 Franklin**" and together with Dupli, collectively, the "**Company**"), 600 Franklin will be a party to the Bifurcated Agreements for the Building 1 Project; and

WHEREAS, the Agency, by resolutions adopted April 21, 2020 and October 20, 2020, the Project and the Bifurcated Agreements to accommodate the Ownership Structure such that

the applicable Bifurcated Agreements for the Building 1 Project will govern the Building 1 Project consisting of: (A)(i) the continuation of an interest in 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City^[1] (the "**AMI**"); and approximately 3,500 sq.ft. of retail space (collectively, the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 1 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 600 Franklin or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement; and

WHEREAS, by resolutions of its members adopted on April 21, 2020 and October 20, 2020 (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, construction or equipping of the Project Facility in an amount not to exceed **\$466,914**; (b) an exemption from mortgage recording tax; and (c) an abatement from real property taxes through a 15-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 **\$5,836,425**; and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$466,914**; (ii) the mortgage recording tax exemption amount shall be approximately **\$108,750** (except as limited by Section 874 of the General Municipal Law); and (iii) real property tax abatement benefits to be provided to the

^[1] As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

Company over the 15-year benefit period of the anticipated payment in lieu of taxes agreement are estimated to be approximately **\$2,182,064.50**; and

WHEREAS, 600 Franklin is the current owner of the Land and the Facility. For the duration of the term of the Dupli Building 1 Agency Lease, Dupli shall hold a 90% membership interest in 600 Franklin; and

WHEREAS, in accordance with the terms of that certain company lease agreement dated as of July 21, 2017, as amended by First Amendment to Company Lease dated as of December 1, 2020, each between Dupli and the Agency (collectively, the "**Original Company Lease**"), the Company has leased or continued its lease of the Land and the Facility to the Agency.

WHEREAS, Dupli has conveyed title to the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2020 (the "**Dupli Bill of Sale**") and 600 Franklin has conveyed title to the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2020 (the "**600 Bill of Sale**" and together with the Dupli Bill of Sale, collectively, the "**Bill of Sale**");

WHEREAS, the Agency proposes to sublease the Project Facility to 600 Franklin, and 600 Franklin 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 December 1, 2020 (the "**Dupli Building 1 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 Dupli entered into the Original PILOT Agreement and the Company and the Agency will enter into a payment in lieu of tax Agreement, dated as of December 1, 2020 (the "**Dupli Building 1 PILOT Agreement**"), by and between the Agency and the Company; and

WHEREAS, by its Resolutions, the Agency authorized 600 Franklin to act as its agent for the purposes of undertaking and completing the Project and the Agency delegated to 600 Franklin the authority to appoint sub-agents subject to the execution of this Dupli Building 1 Project Agreement and compliance with the terms set forth herein, in the Resolutions and in the Dupli Building 1 Agency Lease; and

WHEREAS, in order to define the obligations of 600 Franklin regarding its ability to utilize the Agency's State and local sales and use tax exemption benefit as agent of the Agency to acquire, construct, renovate, equip and complete the Project Facility, the Agency and the Company will enter into this Dupli Building 1 Project Agreement; 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 Dupli Building 1 PILOT Agreement and this Dupli Building 1 Project Agreement, that the Company provide assurances with respect to the terms and conditions herein set forth; and

WHEREAS, this Dupli Building 1 Project Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no Financial Assistance shall be provided to the Company prior to the effective date of this Dupli Building 1 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 and Definitions. The foregoing recitals are incorporated by referenced as if fully set forth herein. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Table of Definitions attached to the Dupli Building 1 Agency Lease as Exhibit "A."

Section 1.02 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 Dupli Building 1 Company Lease, Dupli Building 1 Agency Lease, Dupli Building 1 PILOT Agreement and this Dupli Building 1 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 1.03 Term. The term of this Dupli Building 1 Project Agreement shall be the longer of: (a) the term of the Dupli Building 1 PILOT Agreement; or (b) five years following the termination of the Dupli Building 1 Agency Lease (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 Dupli Building 1 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 Dupli Building 1 PILOT Agreement by and between the Company and the Agency. For the duration of the term hereof, and in accordance with the Agency's Uniform Tax Exemption Policy ("**UTEP**"), the Company shall incorporate and rent twenty percent (20%) of the residential units in the Project Facility at the annual 65% AMI rent limit for the City as designated annually by the US Department of Housing and Urban Development ("**HUD**"), inclusive of utilities (the "**HUD Rates**") (collectively, the "**Rental Restrictions**") and shall provide at least annual reporting and certifications relative to same in accordance with the terms of hereof and in accordance with the terms of the Dupli Building 1 Agency Lease.

ARTICLE III
SALES AND USE TAX EXEMPTION

Section 3.01. Scope of Agency. 600 Franklin agrees to limit its activities as agent for the Agency under the authority of the Resolutions and this Dupli Building 1 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 the earlier of **October 31, 2022**, or sixty days after the issuance of a certificate of occupancy, 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 600 Franklin Street N. to Solar 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 December 1, 2020 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 Dupli Building 1 Project Agreement and pursuant to the Resolutions, the Agency hereby delegates to 600 Franklin 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 600 Franklin 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 600 Franklin of the Sub-Agent Appointment Agreement attached as Exhibit F to the Dupli Building 1 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) Dupli and 600 Franklin, each as noted or jointly as the Company, hereby incorporate and restate its representations, covenants and warranties made in the Dupli Building 1 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 \$5,836,425, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed \$466,914.

(c) The Company further covenants and agrees to maintain the Rent Restrictions and comply with the reporting obligations set forth herein and in the Agency Lease.

(d) 600 Franklin 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 600 Franklin 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 600 Franklin and the Sub-Agent, as the case may be, (and not the Agency) to complete Form ST-123. 600 Franklin 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 600 Franklin to identify the Project on each bill and

invoice: DUPLI ASSOCIATES, LLC PROJECT – BUILDING 1, 600 Franklin Street, IDA Project No.: 31022005.

(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 Dupli Building 1 Project Agreement or the enforcement of or defense of validity of any provision of this Dupli Building 1 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 Dupli Building 1

Project Agreement, its liabilities assumed pursuant to this Section 3.04.

(d) Notwithstanding any other provisions of this Dupli Building 1 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 Dupli Building 1 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.

Section 3.05. Insurance Required.

(a) The Company agrees that it shall at all times maintain all insurance required under the Dupli Building 1 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 Dupli Building 1 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; and shall meet and maintain the commitments set forth in (c) below with respect to the Rental Restrictions and shall meet the commitment set forth in (d) below regarding its Reporting Commitment. The reporting of, and the commitment to, each of (a), (b), (c) and (d) 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 \$8,992,896, being the total project cost as stated in the Company's Application for Financial Assistance (the "***Investment Commitment***").

(b) There were eight (8) 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 agrees to maintain, as of the first year in which Financial Assistance is claimed and/or provided the Baseline FTE. The Company’s application estimated the creation of four (4) 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 6.07 below) hereof (the “*Employment Commitment*”).

(c) The Project shall maintain the Rental Restrictions.

(d) The Company shall annually provide to the Agency certain information to confirm that the Project is achieving the Investment Commitment, Rental Restrictions and other objectives of the Project during 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 enumerating the Investment Commitment, Employment Commitment and the Rental Restrictions. **Exhibit B** contains the forms 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 First Amendment to Company Lease, the Dupli Building 1 Company Lease, the First Amendment to Agency Lease, the Dupli Building 1 Agency Lease, the First Amendment to PILOT Agreement, the Dupli Building 1 PILOT Agreement and the First Amendment to Dupli Project Agreement and this Dupli Building 1 Project Agreement in order to 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 Dupli 1 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***”):

- (i) 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***”);
- (ii) 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***”);
- (iii) 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***”);
- (iv) the company fails to provide annually to the Agency certain information to confirm that the project is achieving the investment, job retention, job creation, Rental Restrictions and other objectives of the Project (“***Reporting Failure***”); or
- (v) 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, including but not limited to the failure to maintain and comply with the Rental Restrictions (a “***Material Violation***”).
- (vi) in addition to the foregoing, the Company acknowledges that if they fail at any time during the term hereof, to maintain the Rental Restrictions (as set

forth in the Dupli Building 1 Agency Lease), the Agency shall have the right to recapture any or all Financial Assistance obtained by the Company.

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 Dupli Building 1 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 MISCELLANEOUS PROVISIONS

Section 6.01. 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 Dupli Building 1 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 Dupli Building 1 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 Dupli, to: Dupli Associates, LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

If to 600 Franklin, to: 600 Franklin Owner LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, 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 6.03. Amendments. No amendment, change, modification, alteration or termination of this Dupli Building 1 Project Agreement shall be made except in writing upon the written consent of the Company and the Agency.

Section 6.04. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Dupli Building 1 Project Agreement or the

application thereof shall not affect the validity or enforceability of the remaining portions of this Dupli Building 1 Project Agreement or any part thereof.

Section 6.05. Counterparts. This Dupli Building 1 Project 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 Dupli Building 1 Project 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 Dupli 1 Project Agreement and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.

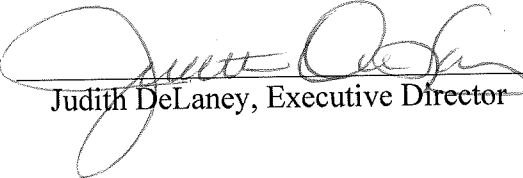
Section 6.06. Governing Law. This Dupli Building 1 Project Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Onondaga County, New York.

Section 6.07. Section Headings. The headings of the several Sections in this Dupli Building 1 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 Dupli Building 1 Project Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Dupli Building 1 Project Agreement as of the day and year first above written.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

600 FRANKLIN OWNER LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the parties hereto have executed this Dupli Building 1 Project Agreement as of the day and year first above written.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

600 FRANKLIN OWNER LLC

By: Dupli Associates LLC, its Managing Member


By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

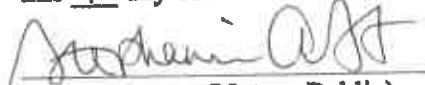
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

Mark E. Lane, being first duly sworn, deposes and says:

1. That I am the Managing Member of FS Development Associates, LLC, the Manager of Dupli Associates LLC and that I am duly authorized on behalf of Dupli Associates LLC to bind Dupli Associates LLC and to execute this Dupli Building 1 Project Agreement.
2. That Dupli Associates LLC 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 4th day of December, 2020.

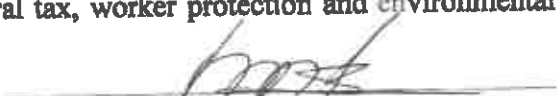

 (Notary Public)

STEPHANIE A. SMITH
 Notary Public, State of New York
 No. 01524935504
 Qualified in Madison County
 My Commission Expires April 27, 2022

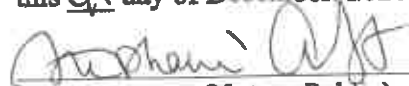
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

Mark E. Lane, being first duly sworn, deposes and says:

1. That I am the Managing Member of FS Development Associates, LLC, the Manager of Dupli Associates LLC, the Managing Member of 600 Franklin Owner LLC and that I am duly authorized on behalf of 600 Franklin Owner LLC to bind 600 Franklin Owner LLC and to execute this Dupli Building 1 Project Agreement.
2. That 600 Franklin Owner LLC 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 4th day of December, 2020.


 (Notary Public)

STEPHANIE A. SMITH
 Notary Public, State of New York
 No. 015249354304
 Qualified in Madison County
 My Commission Expires April 27, 2022

EXHIBIT A

Executed Copy of Dupli Building 1 PILOT Agreement

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

DUPLI ASSOCIATES, LLC

and

600 FRANKLIN OWNER LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of December 1, 2020

600 Franklin Owner, LLC
Federal Tax ID #: 85-3646470

Dupli Associates, LLC
Federal Tax ID # 16-1545537

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this “*Agreement*”) dated as of December 1, 2020 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, **DUPLI ASSOCIATES LLC**, a limited liability company organized under the laws of the State of New York, with offices at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and **600 FRANKLIN OWNER LLC**, a limited liability company organized under the laws of the State of New York, with offices at 113 Court Street, Binghamton, New York 13901 (“*600 Franklin*” and together with Dupli, collectively, the “*Company*”).

W I T N E S S E T H:

THE MEANING OF CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ATTACHED TO THEM IN THE AGENCY LEASE, DATED AS OF JULY 1, 2017 BY AND BETWEEN DUPLI AND THE AGENCY, AS AMENDED BY THE FIRST AMENDMENT TO AGENCY LEASE AGREEMENT DATED AS OF DECEMBER 1, 2020 BY AND BETWEEN THE DUPLI AND THE AGENCY.

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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an

approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0) (the "**Building 2 Land**"), each in the City of Syracuse, New York (the "**City**") (Building 1 Land together with Building 2 Land, collectively referred to as the "**Original Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 600 Franklin Owner LLC, the SPE for the Building 1 Project ("**600 Franklin**" and together with Dupli, collectively, the "**Company**"), 600 Franklin will be a party to the Bifurcated Agreements for the Building 1 Project; and

WHEREAS, the Agency, by resolutions adopted April 21, 2020 and October 20, 2020, authorized the Bifurcated Agreements to provide for the Ownership Structure such that the applicable Bifurcated Agreements for the Building 1 Project will govern the Building 1 Project consisting of: (A)(i) the continuation of an interest in 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City^[1] (the "**AMI**"); and approximately 3,500 sq.ft. of retail space (collectively, the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 1 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the 600 Franklin or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); and

WHEREAS, the Agency has leased the Land and Facility from Dupli pursuant to that certain company lease agreement dated as of July 1, 2017, as amended by the First Amendment to Company Lease Agreement, dated as of December 1, 2020, by and between Dupli and the Agency and that certain Dupli Building 1 Company Lease Agreement, dated as of December 1, 2020, by and among Dupli, 600 Franklin and the Agency (collectively, the "**Company Lease Agreement**"), obtained an interest in the Equipment pursuant to an bill of sale from Dupli to the Agency (the "**Dupli Bill of Sale**") and a bill of sale from 600 Franklin to the Agency (the "**600 Franklin Bill of Sale**" and together with the Dupli Bill of Sale, collectively, the "**Bill of Sale**"), each dated as of December 1, 2020; and subleased the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of July 1, 2017, as amended by the First Amendment to Agency Lease, dated as of December 1, 2020, by and between the Agency and Dupli and that certain Dupli Building 1 Agency Lease Agreement dated as of December 1, 2020, by and among the Agency, Dupli and 600 Franklin (collectively, the "**Agency Lease Agreement**"), (the Company Lease Agreement, the Bill of Sale and the Agency Lease Agreement are hereinafter collectively referred to as the "**Lease Agreements**"); and

WHEREAS, the Company acknowledges that the award of this Agreement was conditioned upon the Company's commitment to reserving and renting twenty percent (20%) of the residential

^[1] As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%20001-06-2016.pdf

units in the Project for tenants at the annual 65% area median income rent limit for the City as designated by US Department of Housing and Urban Development ("*HUD*"), inclusive of utilities, and published annually (the "*HUD Rates*") (collectively, the "*Rental Restrictions*"); 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

Dupli and 600 Franklin, each as noted or jointly as the Company, acknowledge, represent, warrants and covenant to the Agency as follows:

(a) Existence. Each Dupli and 600 Franklin 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. Each Dupli and 600 Franklin 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. Each Dupli and Franklin 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), and the consummation of the transactions therein and herein contemplated. Each Dupli and 600 Franklin 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 Articles of Organization, 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 either Dupli or 600 Franklin is a party or by which it or any of its property is bound, and Dupli or 600 Franklin'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 Dupli and 600 Franklin under the terms of any of the foregoing, and this Agreement is a legal, valid and binding obligation of Dupli and 600 Franklin enforceable in accordance with its terms.

(c) Title. 600 Franklin 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) Membership Interests. For the term of this Agreement, Dupli shall hold 90% of the membership interests of 600 Franklin and the tax credit investor shall hold 10% of such membership interests.

(e) Rental Restrictions. For the term of this Agreement, the Company shall comply with the Rental Restrictions as set forth herein.

(f) 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.

(g) The obligations of the Company to make the payments required by this Agreement and to perform and observe any and all of the other covenants and agreements on its part contained herein, including but not limited to the Rental Restrictions, are joint and several 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.

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. The Project Facility is currently exempt on the tax roll of the Municipality by reason of a 412-a exemption pursuant to the Original Lease Documents and such exemption shall continue uninterrupted upon the effective date of this Agreement.

(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*". Upon receipt of the Company's payment, the Municipality, on behalf of the Agency, will disburse the appropriate portion of the said payment to the County of Onondaga and the Municipality, or such other taxing jurisdiction, pursuant to the Act. This Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. In accordance with the Original PILOT Agreement the year 1 payment due for the City and School portion of the year 1 payment under **Exhibit "A"** commenced on July 1, 2018. Likewise, the year 1 payment due for the County and Water District portion of the year 1 payment under **Exhibit "A"** commenced on January 1, 2019. The balance of the payments due under this Agreement are set forth on **Exhibit "A"** attached hereto.

(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 600 Franklin if the Project Facility were owned by 600 Franklin 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. 600 Franklin 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 600 Franklin 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 600 Franklin 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 600 Franklin 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.

In addition, during the Reporting Period (as defined in the Dupli Building 1 Agency Lease), the Company shall provide the reporting and certifications required relative to the Rental Restrictions as more fully set forth in Section 8.5 of the Dupli Building 1 Agency Lease. The Company acknowledges that failure to maintain and/or report on the Rental Restrictions as set forth herein and therein, shall give rise to the Agency's right to recapture all Recapture Amounts.

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 the 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 600 Franklin.

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 600 Franklin 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 600 Franklin 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, continuance of such failure for the duration of any applicable cure period set forth therein after receipt of any required notice thereunder.

(d) 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.

(e) 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.

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

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

(h) Failure to maintain the Rental Restrictions and/or provide the required reporting relative thereto as set forth herein.

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Section 4.01 shall have occurred and be continuing with respect to this Agreement, and/or the Company shall be in default under the Lease Agreements, the Agency may take whatever action at law or in equity, including but not limited to recapture in accordance with the Agency's Recapture Policy dated June 21, 2016 or pursuant to the terms of any Company Document, following applicable notice, as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement and/or the Lease Agreements. 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.

The payment schedule contained in Exhibit "A" is for the benefit of 600 Franklin 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".

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 600 Franklin 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 600 Franklin 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, 600 Franklin agrees that in the event that 600 Franklin is unsuccessful in its Legal Challenge, it will, on demand, pay to the Agency and/or the Municipality the reasonable fees and disbursements of any attorneys employed (whether in-house or outside counsel) for the defense of such Legal Challenge as well as such other reasonable expenses so incurred.

Section 4.05. Remedies; Waiver and Notice

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

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

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

(d) 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.

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

ARTICLE V **MISCELLANEOUS**

Section 5.01. Term of Agreement

(a) General. This Agreement shall become effective and the obligations of the Agency and the Company shall arise absolutely and unconditionally upon the execution and delivery of this Agreement. This Agreement shall terminate on the earliest to occur of: (i) the same date that the Dupli Building 1 Agency Lease Agreement terminates; (ii) on any earlier date permitted under the Dupli Building 1 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:

600 Franklin Owner LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

And to:

Dupli Associates LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to:

Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

The Agency and the 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.

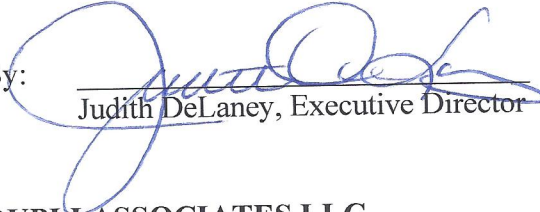
Section 5.09. Assignment

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 the 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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

600 FRANKLIN OWNER LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the Agency and the 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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

600 FRANKLIN OWNER LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

EXHIBIT "A"

PILOT SCHEDULE

Total Annual Payment

<i>Year</i>	<i>Amount</i>	
1	\$53,387.21	7/1/2018
2	\$54,454.95	7/1/2019
3	\$55,544.05	7/1/2020
4	\$56,654.93	7/1/2021
5	\$57,788.03	7/1/2022
6	\$58,943.79	7/1/2023
7	\$60,122.67	7/1/2024
8	\$61,325.12	7/1/2025
9	\$62,551.62	7/1/2026
10	\$63,802.66	7/1/2027
11	\$104,669.88	7/1/2028
12	\$147,146.26	7/1/2029
13	\$191,279.84	7/1/2030
14	\$237,119.90	7/1/2031
15	\$284,717.05	7/1/2032
Total	\$1,549,507.95	

EXHIBIT "B"
LEGAL DESCRIPTION

600 Franklin Street North to Solar Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc., and/or Borden, Inc. by the following 3 deeds:

1. from Borden's Milk Products Company, Inc. dated January 4, 1936 and recorded in Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
2. from James A. Jacobs and Susan Jacobs dated July 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. from Woodstead Enterprises, LTD. dated November 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

Beginning at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed by Borden, Inc. to the City of Syracuse for public purposes by deed recorded in Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N 28° 09' 10" W along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly, continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 N. Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 13' 48", and a chord bearing N 67° 57' 44" E, 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along the last mentioned division line, a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwest boundary of North Clinton Street; thence S 28° 09' 10" E along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence s 61° 50' 50" w along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Rousing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S 28° 09' 10" E continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence s 61° 50' 50" w continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N 28° 09' 10 W along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence s 61° 50' 50" W along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S 28° 09' 10" E along the southwest boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence s 61° 50' 50" w along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 feet to the point of beginning.

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

THE PROJECT OWNER MUST CAUSE EACH TENANT TO COMPLETE THE FOLLOWING AND PROJECT OWNER MUST SUBMIT COMPLETED FORM TO AGENCY ALONG WITH A COPY OF EACH TENANT'S LEASE.

**RENT CERTIFICATION
TENANT DATA FORM**

OWNER: _____

SUBJECT-PROPERTY ADDRESS: _____

TENANTS NAME _____

TENANT'S ADDRESS _____

TENANT'S PHONE NUMBER _____ WORK NUMBER _____

HEAD OF HOUSEHOLD: AGE _____ MALE _____ OR FEMALE _____ RACE _____
HANDICAPPED? _____

NUMBER OF DEPENDENTS OF TENANTS LIVING WITH YOU (STATE NAME, AGE AND SEX)

NUMBER OF DEPENDENTS HANDICAPPED _____

ACTUAL NUMBER OF BEDROOMS WITHIN YOUR APARTMENT: _____

WHEN DID YOU BEGIN TO OCCUPY THIS APARTMENT: _____

INDICATE MONTHLY RENT _____ DOES RENT INCLUDE UTILITIES _____

I/WE UNDERSTAND THAT IT MAY BE A FEDERAL CRIME PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE ANY FALSE STATEMENTS CONCERNING ANY OF THE ABOVE FACTS AS APPLICABLE UNDER THE PROVISIONS OF THE UNITED STATES CRIMINAL CODE. I/WE ATTEST THAT ALL OF THE ABOVE INFORMATION IS TRUE AND ACCURATE. FURTHERMORE, I/WE CONSENT AND AUTHORIZE THE DEPARTMENT OF COMMUNITY DEVELOPMENT TO VERIFY ANY AND ALL INFORMATION CONTAINED HEREIN.

TENANT'S SIGNATURE

DATE

EXHIBIT "B"

DUPLI BUILDING 2 PROJECT AGREEMENT

**DUPLI BUILDING 2
PROJECT AGREEMENT**

THIS DUPLI BUILDING 2 PROJECT AGREEMENT, dated as of December 1, 2020 (the “*Dupli 2 Project Agreement*”), is 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*”), **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and **156 SOLAR STREET LLC**, a New York limited liability company, having its office at 113 Court Street, Binghamton, New York 13901 (“*156 Solar*” and together with Dupli, collectively, 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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”) (bearing tax parcel identification

number 118.-06-01.0) (the "**Building 2 Land**"), each in the City of Syracuse, New York (the "**City**") (Building 1 Land together with Building 2 Land, collectively referred to as the "**Original Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 156 Solar Street LLC, the SPE for the Building 2 Project ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), 156 Solar will be a party to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, the Agency, by resolutions adopted April 21, 2020 and October 20, 2020, the Project and the Bifurcated Agreements to accommodate the Ownership Structure such that the applicable Bifurcated Agreements for the Building 2 Project will govern the Building 2 Project consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City^a (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); and

WHEREAS, by resolutions of its members adopted on April 21, 2020 and October 20, 2020 (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, construction or equipping of the Project Facility in an amount not to exceed **\$430,998**; (b) an exemption from mortgage recording tax; and (c) an abatement from real property taxes through a 15-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 **\$5,387,475**; and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$430,998**; (ii) the mortgage recording tax exemption amount shall be approximately **\$11,250** (except as limited by Section 874 of the General Municipal Law); and (iii) real property tax abatement benefits to be provided to the

^a As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%20001-06-2016.pdf

Company over the 15-year benefit period of the anticipated payment in lieu of taxes agreement are estimated to be approximately **\$1,744,152.63**; and

WHEREAS, 156 Solar is the current owner of the Land and the Facility. For the duration of the term of the Dupli Building 2 Agency Lease, Dupli shall hold a 90% membership interest in 156 Solar; and

WHEREAS, in accordance with the terms of that certain company lease agreement dated as of July 21, 2017, as amended by First Amendment to Company Lease dated as of December 1, 2020, each between Dupli and the Agency (collectively, the "**Original Company Lease**"), the Company has leased or continued its lease of the Land and the Facility to the Agency.

WHEREAS, Dupli has conveyed title to the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2020 (the "**Dupli Bill of Sale**") and 156 Solar has conveyed title to the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2020 (the "**156 Solar Bill of Sale**" and together with the Dupli Bill of Sale, collectively, the "**Bill of Sale**");

WHEREAS, the Agency proposes to sublease the Project Facility to 156 Solar, and 156 Solar 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 December 1, 2020 (the "**Dupli Building 2 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 Dupli entered into the Original PILOT Agreement and the Company and the Agency will enter into a payment in lieu of tax Agreement, dated as of December 1, 2020 (the "**Dupli Building 2 PILOT Agreement**"), by and between the Agency and the Company; and

WHEREAS, by its Resolutions, the Agency authorized 156 Solar to act as its agent for the purposes of undertaking and completing the Project and the Agency delegated to 156 Solar the authority to appoint sub-agents subject to the execution of this Dupli Building 2 Project Agreement and compliance with the terms set forth herein, in the Resolutions and in the Dupli Building 2 Agency Lease; and

WHEREAS, in order to define the obligations of 156 Solar regarding its ability to utilize the Agency's State and local sales and use tax exemption benefit as agent of the Agency to acquire, construct, renovate, equip and complete the Project Facility, the Agency and the Company will enter into this Dupli Building 2 Project Agreement; 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 Dupli Building 2 PILOT Agreement and this Dupli Building 2 Project Agreement, that the Company provide assurances with respect to the terms and conditions herein set forth; and

WHEREAS, this Dupli Building 2 Project Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no Financial Assistance shall be provided to the Company prior to the effective date of this Dupli Building 2 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 and Definitions. The foregoing recitals are incorporated by referenced as if fully set forth herein. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Table of Definitions attached to the Dupli Building 2 Agency Lease as Exhibit "A."

Section 1.02 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 Dupli Building 2 Company Lease, Dupli Building 2 Agency Lease, Dupli Building 2 PILOT Agreement and this Dupli Building 2 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 1.03 Term. The term of this Dupli Building 2 Project Agreement shall be the longer of: (a) the term of the Dupli Building 2 PILOT Agreement; or (b) five years following the termination of the Dupli Building 2 Agency Lease (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 Dupli Building 2 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 Dupli Building 2 PILOT Agreement by and between the Company and the Agency. For the duration of the term hereof, and in accordance with the Agency's Uniform Tax Exemption Policy ("**UTEP**"), the Company shall incorporate and rent twenty percent (20%) of the residential units in the Project Facility at the annual 65% AMI rent limit for the City as designated annually by the US Department of Housing and Urban Development ("**HUD**"), inclusive of utilities (the "**HUD Rates**") (collectively, the "**Rental Restrictions**") and shall provide at least annual reporting and certifications relative to same in accordance with the terms of hereof and in accordance with the terms of the Dupli Building 2 Agency Lease.

ARTICLE III
SALES AND USE TAX EXEMPTION

Section 3.01. Scope of Agency. 156 Solar agrees to limit its activities as agent for the Agency under the authority of the Resolutions and this Dupli Building 2 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 the earlier of **October 31, 2022**, or sixty days after the issuance of a certificate of occupancy, 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 156 Solar Street and Division Street W., 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 December 1, 2020 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 Dupli Building 2 Project Agreement and pursuant to the Resolutions, the Agency hereby delegates to 156 Solar 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 156 Solar 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 156 Solar of the Sub-Agent Appointment Agreement attached as Exhibit F to the Dupli Building 2 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) Dupli and 156 Solar, each as noted or jointly as the Company, hereby incorporate and restate its representations, covenants and warranties made in the Dupli Building 2 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 \$5,387,475, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed \$430,998.

(c) The Company further covenants and agrees to maintain the Rent Restrictions and comply with the reporting obligations set forth herein and in the Agency Lease.

(d) 156 Solar 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 156 Solar 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 156 Solar and the Sub-Agent, as the case may be, (and not the Agency) to complete Form ST-123. 156 Solar 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 156 Solar to identify the Project on each bill and invoice: DUPLI

ASSOCIATES, LLC PROJECT – BUILDING 2, 156 Solar Street, IDA Project No.: 31022006.

(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 Dupli Building 2 Project Agreement or the enforcement of or defense of validity of any provision of this Dupli Building 2 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 Dupli Building 2 Project Agreement, its liabilities assumed pursuant to this Section 3.04.

(d) Notwithstanding any other provisions of this Dupli Building 2 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 Dupli Building 2 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.

Section 3.05. Insurance Required.

(a) The Company agrees that it shall at all times maintain all insurance required under the Dupli Building 2 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 Dupli Building 2 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 Rental Restrictions; 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 \$10,754,903, 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 thirty-four (34) 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 6.07 below) hereof (the “*Employment Commitment*”). In addition, the Company agrees to maintain the Rental Restrictions.

(c) The Company shall annually provide to the Agency certain information to confirm that the Project is achieving the Investment Commitment, Rental Restrictions and Employment Commitment and other objectives of the Project during 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 enumerating the Investment Commitment and the Rental Restrictions. **Exhibit B** contains the forms 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.

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 First Amendment to Company Lease, the Dupli Building 2 Company Lease, the First Amendment to Agency Lease, the Dupli Building 2 Agency Lease, the First Amendment to PILOT Agreement, the Dupli Building 2 PILOT Agreement and the First Amendment to Dupli Project Agreement and this Dupli Building 2 Project Agreement in order to 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 Dupli 1 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***”):

- (i) 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***”);
- (ii) 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***”);
- (iii) 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***”);
- (iv) the company fails to provide annually to the Agency certain information to confirm that the project is achieving the investment, job retention, job creation, Rental Restrictions and other objectives of the Project (“***Reporting Failure***”); or
- (v) 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, including but not limited to the failure to maintain and comply with the Rental Restrictions (a “***Material Violation***”).
- (vi) in addition to the foregoing, the Company acknowledges that if they fail at any time during the term hereof, to maintain the Rental Restrictions (as set forth in the Dupli Building 2 Agency Lease), the Agency shall have the right to recapture any or all Financial Assistance obtained by the Company.

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 Dupli Building 2 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

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

If to Dupli, to: Dupli Associates, LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

If to 156 Solar, to: 156 Solar Street LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, 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 6.03. Amendments. No amendment, change, modification, alteration or termination of this Dupli Building 2 Project Agreement shall be made except in writing upon the written consent of the Company and the Agency.

Section 6.04. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Dupli Building 2 Project Agreement or the application thereof shall not affect the validity or enforceability of the remaining portions of this Dupli Building 2 Project Agreement or any part thereof.

Section 6.05. Counterparts. This Dupli Building 2 Project 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 Dupli Building 2 Project 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 Dupli 1 Project Agreement and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.

Section 6.06. Governing Law. This Dupli Building 2 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 6.07. Section Headings. The headings of the several Sections in this Dupli Building 2 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 Dupli Building 2 Project Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Dupli Building 2 Project Agreement as of the day and year first above written.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the parties hereto have executed this Dupli Building 2 Project Agreement as of the day and year first above written.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

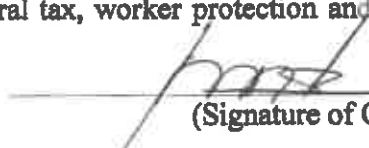
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

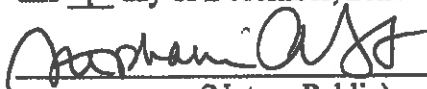
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

Mark E. Lane, being first duly sworn, deposes and says:

1. That I am the Managing Member of FS Development Associates, LLC, the Manager of Dupli Associates LLC and that I am duly authorized on behalf of Dupli Associates LLC to bind Dupli Associates LLC and to execute this Dupli Building 2 Project Agreement.
2. That Dupli Associates LLC 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 4th day of December, 2020.


(Notary Public)

STEPHANIE A. SMITH
Notary Public, State of New York
No. 01SM4995504
Qualified in Madison County
My Commission Expires April 27, 2022

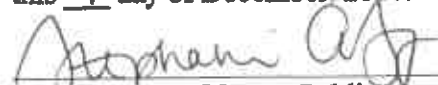
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

Mark E. Lane, being first duly sworn, deposes and says:

1. That I am the Managing Member of FS Development Associates, LLC, the Manager of Dupli Associates LLC, the Managing Member of 156 Solar Street LLC and that I am duly authorized on behalf of 156 Solar Street LLC to bind 156 Solar Street LLC and to execute this Dupli Building 2 Project Agreement.
2. That 156 Solar Street LLC 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 4th day of December, 2020.


(Notary Public)

STEPHANIE A. SMITH
Notary Public, State of New York
No. 01SM4995504
Qualified in Madison County
My Commission Expires April 27, 2022

EXHIBIT A

Executed Copy of Dupli Building 2 PILOT Agreement

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

DUPLI ASSOCIATES, LLC

and

156 SOLAR STREET LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of December 1, 2020

156 Solar Street LLC
Federal Tax ID #: 85-3646249

Dupli Associates, LLC
Federal Tax ID # 16-1545537

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this “*Agreement*”) dated as of December 1, 2020 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, **DUPLI ASSOCIATES LLC**, a limited liability company organized under the laws of the State of New York, with offices at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and **156 SOLAR STREET LLC**, a limited liability company organized under the laws of the State of New York, with offices at 113 Court Street, Binghamton, New York 13901 (“*156 Solar Street*”) and together with Dupli, collectively, the “*Company*”).

W I T N E S S E T H:

THE MEANING OF CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ATTACHED TO THEM IN THE AGENCY LEASE, DATED AS OF JULY 1, 2017 BY AND BETWEEN DUPLI AND THE AGENCY, AS AMENDED BY THE FIRST AMENDMENT TO AGENCY LEASE AGREEMENT DATED AS OF DECEMBER 1, 2020 BY AND BETWEEN THE DUPLI AND THE AGENCY.

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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an

approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0) (the "**Building 2 Land**"), each in the City of Syracuse, New York (the "**City**") (Building 1 Land together with Building 2 Land, collectively referred to as the "**Original Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 156 Solar Street LLC, the SPE for the Building 2 Project ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), 156 Solar will be a party to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, the Agency, by resolutions adopted April 21, 2020 and October 20, 2020, the authorized the Bifurcated Agreements to provide for the Ownership Structure such that the applicable Bifurcated Agreements for the Building 2 Project will govern the Building 2 Project consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); and

WHEREAS, the Agency has leased the Land and Facility from Dupli pursuant to that certain company lease agreement dated as of July 1, 2017, as amended by the First Amendment to Company Lease Agreement, dated as of December 1, 2020, by and between Dupli and the Agency and that certain Dupli Building 2 Company Lease Agreement, dated as of December 1, 2020, by and among Dupli, 600 Franklin and the Agency (collectively, the "**Company Lease Agreement**"), obtained an interest in the Equipment pursuant to a bill of sale from Dupli to the Agency (the "**Dupli Bill of Sale**") and a bill of sale from 600 Franklin to the Agency (the "**600 Franklin Bill of Sale**" and together with the Dupli Bill of Sale, collectively, the "**Bill of Sale**"), each dated as of December 1, 2020; and subleased the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of July 1, 2017, as amended by the First Amendment to Agency Lease, dated as of December 1, 2020, by and between the Agency and Dupli and that certain Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020, by and among the Agency, Dupli and 600 Franklin (collectively, the "**Agency Lease Agreement**"), (the Company Lease Agreement, the Bill of Sale and the Agency Lease Agreement are hereinafter collectively referred to as the "**Lease Agreements**"); and

WHEREAS, the Company acknowledges that the award of this Agreement was conditioned upon the Company's commitment to reserving and renting twenty percent (20%) of the residential units in the Project for tenants at the annual 65% area median income rent limit for the City as

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan*
http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%202001-06-2016.pdf

designated by US Department of Housing and Urban Development ("**HUD**"), inclusive of utilities, and published annually (the "**HUD Rates**") (collectively, the "**Rental Restrictions**"); 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

Dupli and 156 Solar, each as noted or jointly as the Company, acknowledge, represent,

warrants and covenant to the Agency as follows:

(a) Existence. Each Dupli and 156 Solar 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. Each Dupli and 156 Solar 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. Each Dupli and Franklin 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), and the consummation of the transactions therein and herein contemplated. Each Dupli and 156 Solar 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 Articles of Organization, 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 either Dupli or 156 Solar is a party or by which it or any of its property is bound, and Dupli or 156 Solar'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 Dupli and 156 Solar under the terms of any of the foregoing, and this Agreement is a legal, valid and binding obligation of Dupli and 156 Solar enforceable in accordance with its terms.

(c) Title. 156 Solar 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) Membership Interests. For the term of this Agreement, Dupli shall hold 90% of the membership interests of 156 Solar and the tax credit investor shall hold 10% of such membership interests.

(e) Rental Restrictions. For the term of this Agreement, the Company shall comply with the Rental Restrictions as set forth herein.

(f) 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.

(g) The obligations of the Company to make the payments required by this Agreement and to perform and observe any and all of the other covenants and agreements on its part contained

herein, including but not limited to the Rental Restrictions, are joint and several 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.

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. The Project Facility is currently exempt on the tax roll of the Municipality by reason of a 412-a exemption pursuant to the Original Lease Documents and such exemption shall continue uninterrupted upon the effective date of this Agreement.

(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*". Upon receipt of the Company's payment, the Municipality, on behalf of the Agency, will disburse the appropriate portion of the said payment to the County of Onondaga and the Municipality, or such other taxing jurisdiction, pursuant to the Act. This Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. In accordance with the Original PILOT Agreement the year 1 payment due for the City and School portion of the year 1 payment under **Exhibit "A"** commenced on July 1, 2018. Likewise, the year 1 payment due for the County and Water District portion of the year 1 payment under **Exhibit "A"** commenced on January 1, 2019. The balance of the payments due under this Agreement are set forth on **Exhibit "A"** attached hereto.

(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 156 Solar if the Project Facility were owned by 156 Solar 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. 156 Solar 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 156 Solar 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 156 Solar 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 156 Solar 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.

In addition, during the Reporting Period (as defined in the Dupli Building 2 Agency Lease), the Company shall provide the reporting and certifications required relative to the Rental Restrictions as more fully set forth in Section 8.5 of the Dupli Building 2 Agency Lease. The Company acknowledges that failure to maintain and/or report on the Rental Restrictions as set forth herein and therein, shall give rise to the Agency's right to recapture all Recapture Amounts.

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 the 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 600 Franklin.

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 156 Solar 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 156 Solar 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, continuance of such failure for the duration of any applicable cure period set forth therein after receipt of any required notice thereunder.

(d) 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.

(e) 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.

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

(g) Failure of the Company to commence the construction, renovation, and equipping of the Project Facility within thirty days of receiving approval from the State Historic Preservation Office and National Parks Service of its historic designation (collectively, the “*Designation*”) and be completed within twelve months of such Designation and failure of the Company to complete the

Project Facility in accordance herewith and with the terms of the Agency Lease.

(h) Failure to maintain the Rental Restrictions and/or provide the required reporting relative thereto as set forth herein.

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Section 4.01 shall have occurred and be continuing with respect to this Agreement, and/or the Company shall be in default under the Lease Agreements, the Agency may take whatever action at law or in equity, including but not limited to recapture in accordance with the Agency's Recapture Policy dated June 21, 2016 or pursuant to the terms of any Company Document, following applicable notice, as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement and/or the Lease Agreements. 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.

The payment schedule contained in Exhibit "A" is for the benefit of 156 Solar 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".

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 156 Solar 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 156 Solar 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, 156 Solar agrees that in the event that 156 Solar is unsuccessful in its Legal Challenge, it will, on demand, pay to the Agency and/or the Municipality the reasonable fees and disbursements of any attorneys employed (whether in-house or outside counsel) for the defense of such Legal Challenge as well as such other reasonable expenses so incurred.

Section 4.05. Remedies; Waiver and Notice

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

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

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

(d) 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.

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

ARTICLE V **MISCELLANEOUS**

Section 5.01. Term of Agreement

(a) General. This Agreement shall become effective and the obligations of the Agency and the Company shall arise absolutely and unconditionally upon the execution and delivery of this Agreement. This Agreement shall terminate on the earliest to occur of: (i) the same date that the Dupli Building 2 Agency Lease Agreement terminates; (ii) on any earlier date permitted under the Dupli Building 2 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:

156 Solar Street LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

And to:

Dupli Associates LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to:

Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

The Agency and the 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 the 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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the Agency and the 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

DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC
By: Dupli Associates LLC, its Managing Member
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

EXHIBIT "A"

PILOT SCHEDULE

Total Annual Payment

<i>Year</i>	<i>Amount</i>	
1	\$20,319.01	7/1/2018
2	\$20,725.39	7/1/2019
3	\$21,139.90	7/1/2020
4	\$21,562.70	7/1/2021
5	\$21,993.95	7/1/2022
6	\$22,433.83	7/1/2023
7	\$22,882.51	7/1/2024
8	\$23,340.16	7/1/2025
9	\$23,806.96	7/1/2026
10	\$24,283.10	7/1/2027
11	\$56,414.50	7/1/2028
12	\$89,821.44	7/1/2029
13	\$124,542.09	7/1/2030
14	\$160,615.64	7/1/2031
15	\$198,082.32	7/1/2032
Total	\$851,963.50	

EXHIBIT "B"

LEGAL DESCRIPTION

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

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

**DUPLI BUILDING 2
PROJECT AGREEMENT**

THIS DUPLI BUILDING 2 PROJECT AGREEMENT, dated as of December 1, 2020 (the “*Dupli 2 Project Agreement*”), is 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*”), **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and **156 SOLAR STREET LLC**, a New York limited liability company, having its office at 113 Court Street, Binghamton, New York 13901 (“*156 Solar*” and together with Dupli, collectively, 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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”) (bearing tax parcel identification

number 118.-06-01.0) (the "**Building 2 Land**"), each in the City of Syracuse, New York (the "**City**") (Building 1 Land together with Building 2 Land, collectively referred to as the "**Original Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 156 Solar Street LLC, the SPE for the Building 2 Project ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), 156 Solar will be a party to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, the Agency, by resolutions adopted April 21, 2020 and October 20, 2020, the Project and the Bifurcated Agreements to accommodate the Ownership Structure such that the applicable Bifurcated Agreements for the Building 2 Project will govern the Building 2 Project consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City^a (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); and

WHEREAS, by resolutions of its members adopted on April 21, 2020 and October 20, 2020 (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, construction or equipping of the Project Facility in an amount not to exceed **\$430,998**; (b) an exemption from mortgage recording tax; and (c) an abatement from real property taxes through a 15-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 **\$5,387,475**; and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$430,998**; (ii) the mortgage recording tax exemption amount shall be approximately **\$11,250** (except as limited by Section 874 of the General Municipal Law); and (iii) real property tax abatement benefits to be provided to the

^a As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%20001-06-2016.pdf

Company over the 15-year benefit period of the anticipated payment in lieu of taxes agreement are estimated to be approximately **\$1,744,152.63**; and

WHEREAS, 156 Solar is the current owner of the Land and the Facility. For the duration of the term of the Dupli Building 2 Agency Lease, Dupli shall hold a 90% membership interest in 156 Solar; and

WHEREAS, in accordance with the terms of that certain company lease agreement dated as of July 21, 2017, as amended by First Amendment to Company Lease dated as of December 1, 2020, each between Dupli and the Agency (collectively, the "**Original Company Lease**"), the Company has leased or continued its lease of the Land and the Facility to the Agency.

WHEREAS, Dupli has conveyed title to the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2020 (the "**Dupli Bill of Sale**") and 156 Solar has conveyed title to the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2020 (the "**156 Solar Bill of Sale**" and together with the Dupli Bill of Sale, collectively, the "**Bill of Sale**");

WHEREAS, the Agency proposes to sublease the Project Facility to 156 Solar, and 156 Solar 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 December 1, 2020 (the "**Dupli Building 2 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 Dupli entered into the Original PILOT Agreement and the Company and the Agency will enter into a payment in lieu of tax Agreement, dated as of December 1, 2020 (the "**Dupli Building 2 PILOT Agreement**"), by and between the Agency and the Company; and

WHEREAS, by its Resolutions, the Agency authorized 156 Solar to act as its agent for the purposes of undertaking and completing the Project and the Agency delegated to 156 Solar the authority to appoint sub-agents subject to the execution of this Dupli Building 2 Project Agreement and compliance with the terms set forth herein, in the Resolutions and in the Dupli Building 2 Agency Lease; and

WHEREAS, in order to define the obligations of 156 Solar regarding its ability to utilize the Agency's State and local sales and use tax exemption benefit as agent of the Agency to acquire, construct, renovate, equip and complete the Project Facility, the Agency and the Company will enter into this Dupli Building 2 Project Agreement; 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 Dupli Building 2 PILOT Agreement and this Dupli Building 2 Project Agreement, that the Company provide assurances with respect to the terms and conditions herein set forth; and

WHEREAS, this Dupli Building 2 Project Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no Financial Assistance shall be provided to the Company prior to the effective date of this Dupli Building 2 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 and Definitions. The foregoing recitals are incorporated by referenced as if fully set forth herein. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Table of Definitions attached to the Dupli Building 2 Agency Lease as Exhibit "A."

Section 1.02 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 Dupli Building 2 Company Lease, Dupli Building 2 Agency Lease, Dupli Building 2 PILOT Agreement and this Dupli Building 2 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 1.03 Term. The term of this Dupli Building 2 Project Agreement shall be the longer of: (a) the term of the Dupli Building 2 PILOT Agreement; or (b) five years following the termination of the Dupli Building 2 Agency Lease (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 Dupli Building 2 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 Dupli Building 2 PILOT Agreement by and between the Company and the Agency. For the duration of the term hereof, and in accordance with the Agency's Uniform Tax Exemption Policy ("**UTEP**"), the Company shall incorporate and rent twenty percent (20%) of the residential units in the Project Facility at the annual 65% AMI rent limit for the City as designated annually by the US Department of Housing and Urban Development ("**HUD**"), inclusive of utilities (the "**HUD Rates**") (collectively, the "**Rental Restrictions**") and shall provide at least annual reporting and certifications relative to same in accordance with the terms of hereof and in accordance with the terms of the Dupli Building 2 Agency Lease.

ARTICLE III
SALES AND USE TAX EXEMPTION

Section 3.01. Scope of Agency. 156 Solar agrees to limit its activities as agent for the Agency under the authority of the Resolutions and this Dupli Building 2 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 the earlier of **October 31, 2022**, or sixty days after the issuance of a certificate of occupancy, 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 156 Solar Street and Division Street W., 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 December 1, 2020 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 Dupli Building 2 Project Agreement and pursuant to the Resolutions, the Agency hereby delegates to 156 Solar 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 156 Solar 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 156 Solar of the Sub-Agent Appointment Agreement attached as Exhibit F to the Dupli Building 2 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) Dupli and 156 Solar, each as noted or jointly as the Company, hereby incorporate and restate its representations, covenants and warranties made in the Dupli Building 2 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 \$5,387,475, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed \$430,998.

(c) The Company further covenants and agrees to maintain the Rent Restrictions and comply with the reporting obligations set forth herein and in the Agency Lease.

(d) 156 Solar 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 156 Solar 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 156 Solar and the Sub-Agent, as the case may be, (and not the Agency) to complete Form ST-123. 156 Solar 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 156 Solar to identify the Project on each bill and invoice: DUPLI

ASSOCIATES, LLC PROJECT – BUILDING 2, 156 Solar Street, IDA Project No.: 31022006.

(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 Dupli Building 2 Project Agreement or the enforcement of or defense of validity of any provision of this Dupli Building 2 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 Dupli Building 2 Project Agreement, its liabilities assumed pursuant to this Section 3.04.

(d) Notwithstanding any other provisions of this Dupli Building 2 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 Dupli Building 2 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.

Section 3.05. Insurance Required.

(a) The Company agrees that it shall at all times maintain all insurance required under the Dupli Building 2 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 Dupli Building 2 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 Rental Restrictions; 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 \$10,754,903, 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 thirty-four (34) 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 6.07 below) hereof (the “*Employment Commitment*”). In addition, the Company agrees to maintain the Rental Restrictions.

(c) The Company shall annually provide to the Agency certain information to confirm that the Project is achieving the Investment Commitment, Rental Restrictions and Employment Commitment and other objectives of the Project during 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 enumerating the Investment Commitment and the Rental Restrictions. **Exhibit B** contains the forms 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.

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 First Amendment to Company Lease, the Dupli Building 2 Company Lease, the First Amendment to Agency Lease, the Dupli Building 2 Agency Lease, the First Amendment to PILOT Agreement, the Dupli Building 2 PILOT Agreement and the First Amendment to Dupli Project Agreement and this Dupli Building 2 Project Agreement in order to 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 Dupli 1 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***”):

- (i) 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***”);
- (ii) 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***”);
- (iii) 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***”);
- (iv) the company fails to provide annually to the Agency certain information to confirm that the project is achieving the investment, job retention, job creation, Rental Restrictions and other objectives of the Project (“***Reporting Failure***”); or
- (v) 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, including but not limited to the failure to maintain and comply with the Rental Restrictions (a “***Material Violation***”).
- (vi) in addition to the foregoing, the Company acknowledges that if they fail at any time during the term hereof, to maintain the Rental Restrictions (as set forth in the Dupli Building 2 Agency Lease), the Agency shall have the right to recapture any or all Financial Assistance obtained by the Company.

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 Dupli Building 2 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

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

If to Dupli, to: Dupli Associates, LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

If to 156 Solar, to: 156 Solar Street LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, 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 6.03. Amendments. No amendment, change, modification, alteration or termination of this Dupli Building 2 Project Agreement shall be made except in writing upon the written consent of the Company and the Agency.

Section 6.04. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Dupli Building 2 Project Agreement or the application thereof shall not affect the validity or enforceability of the remaining portions of this Dupli Building 2 Project Agreement or any part thereof.

Section 6.05. Counterparts. This Dupli Building 2 Project 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 Dupli Building 2 Project 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 Dupli 1 Project Agreement and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.


Section 6.06. Governing Law. This Dupli Building 2 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 6.07. Section Headings. The headings of the several Sections in this Dupli Building 2 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 Dupli Building 2 Project Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Dupli Building 2 Project Agreement as of the day and year first above written.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the parties hereto have executed this Dupli Building 2 Project Agreement as of the day and year first above written.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

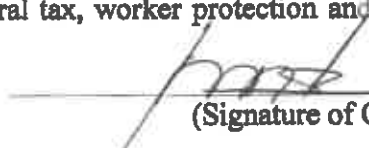
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

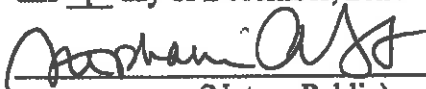
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

Mark E. Lane, being first duly sworn, deposes and says:

1. That I am the Managing Member of FS Development Associates, LLC, the Manager of Dupli Associates LLC and that I am duly authorized on behalf of Dupli Associates LLC to bind Dupli Associates LLC and to execute this Dupli Building 2 Project Agreement.
2. That Dupli Associates LLC 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 4th day of December, 2020.


(Notary Public)

STEPHANIE A. SMITH
Notary Public, State of New York
No. 01SM4995504
Qualified in Madison County
My Commission Expires April 27, 2022

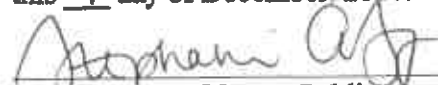
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

Mark E. Lane, being first duly sworn, deposes and says:

1. That I am the Managing Member of FS Development Associates, LLC, the Manager of Dupli Associates LLC, the Managing Member of 156 Solar Street LLC and that I am duly authorized on behalf of 156 Solar Street LLC to bind 156 Solar Street LLC and to execute this Dupli Building 2 Project Agreement.
2. That 156 Solar Street LLC 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 4th day of December, 2020.


(Notary Public)

STEPHANIE A. SMITH
Notary Public, State of New York
No. 01SM4995504
Qualified in Madison County
My Commission Expires April 27, 2022

EXHIBIT A

Executed Copy of Dupli Building 2 PILOT Agreement

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

DUPLI ASSOCIATES, LLC

and

156 SOLAR STREET LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of December 1, 2020

156 Solar Street LLC
Federal Tax ID #: 85-3646249

Dupli Associates, LLC
Federal Tax ID # 16-1545537

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this “*Agreement*”) dated as of December 1, 2020 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, **DUPLI ASSOCIATES LLC**, a limited liability company organized under the laws of the State of New York, with offices at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and **156 SOLAR STREET LLC**, a limited liability company organized under the laws of the State of New York, with offices at 113 Court Street, Binghamton, New York 13901 (“*156 Solar Street*”) and together with Dupli, collectively, the “*Company*”).

W I T N E S S E T H:

THE MEANING OF CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ATTACHED TO THEM IN THE AGENCY LEASE, DATED AS OF JULY 1, 2017 BY AND BETWEEN DUPLI AND THE AGENCY, AS AMENDED BY THE FIRST AMENDMENT TO AGENCY LEASE AGREEMENT DATED AS OF DECEMBER 1, 2020 BY AND BETWEEN THE DUPLI AND THE AGENCY.

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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an

approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0) (the "**Building 2 Land**"), each in the City of Syracuse, New York (the "**City**") (Building 1 Land together with Building 2 Land, collectively referred to as the "**Original Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 156 Solar Street LLC, the SPE for the Building 2 Project ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), 156 Solar will be a party to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, the Agency, by resolutions adopted April 21, 2020 and October 20, 2020, the authorized the Bifurcated Agreements to provide for the Ownership Structure such that the applicable Bifurcated Agreements for the Building 2 Project will govern the Building 2 Project consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); and

WHEREAS, the Agency has leased the Land and Facility from Dupli pursuant to that certain company lease agreement dated as of July 1, 2017, as amended by the First Amendment to Company Lease Agreement, dated as of December 1, 2020, by and between Dupli and the Agency and that certain Dupli Building 2 Company Lease Agreement, dated as of December 1, 2020, by and among Dupli, 600 Franklin and the Agency (collectively, the "**Company Lease Agreement**"), obtained an interest in the Equipment pursuant to a bill of sale from Dupli to the Agency (the "**Dupli Bill of Sale**") and a bill of sale from 600 Franklin to the Agency (the "**600 Franklin Bill of Sale**" and together with the Dupli Bill of Sale, collectively, the "**Bill of Sale**"), each dated as of December 1, 2020; and subleased the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of July 1, 2017, as amended by the First Amendment to Agency Lease, dated as of December 1, 2020, by and between the Agency and Dupli and that certain Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020, by and among the Agency, Dupli and 600 Franklin (collectively, the "**Agency Lease Agreement**"), (the Company Lease Agreement, the Bill of Sale and the Agency Lease Agreement are hereinafter collectively referred to as the "**Lease Agreements**"); and

WHEREAS, the Company acknowledges that the award of this Agreement was conditioned upon the Company's commitment to reserving and renting twenty percent (20%) of the residential units in the Project for tenants at the annual 65% area median income rent limit for the City as

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan*
http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%202001-06-2016.pdf

designated by US Department of Housing and Urban Development ("**HUD**"), inclusive of utilities, and published annually (the "**HUD Rates**") (collectively, the "**Rental Restrictions**"); 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

Dupli and 156 Solar, each as noted or jointly as the Company, acknowledge, represent,

warrants and covenant to the Agency as follows:

(a) Existence. Each Dupli and 156 Solar 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. Each Dupli and 156 Solar 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. Each Dupli and Franklin 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), and the consummation of the transactions therein and herein contemplated. Each Dupli and 156 Solar 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 Articles of Organization, 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 either Dupli or 156 Solar is a party or by which it or any of its property is bound, and Dupli or 156 Solar'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 Dupli and 156 Solar under the terms of any of the foregoing, and this Agreement is a legal, valid and binding obligation of Dupli and 156 Solar enforceable in accordance with its terms.

(c) Title. 156 Solar 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) Membership Interests. For the term of this Agreement, Dupli shall hold 90% of the membership interests of 156 Solar and the tax credit investor shall hold 10% of such membership interests.

(e) Rental Restrictions. For the term of this Agreement, the Company shall comply with the Rental Restrictions as set forth herein.

(f) 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.

(g) The obligations of the Company to make the payments required by this Agreement and to perform and observe any and all of the other covenants and agreements on its part contained

herein, including but not limited to the Rental Restrictions, are joint and several 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.

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. The Project Facility is currently exempt on the tax roll of the Municipality by reason of a 412-a exemption pursuant to the Original Lease Documents and such exemption shall continue uninterrupted upon the effective date of this Agreement.

(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*". Upon receipt of the Company's payment, the Municipality, on behalf of the Agency, will disburse the appropriate portion of the said payment to the County of Onondaga and the Municipality, or such other taxing jurisdiction, pursuant to the Act. This Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. In accordance with the Original PILOT Agreement the year 1 payment due for the City and School portion of the year 1 payment under **Exhibit "A"** commenced on July 1, 2018. Likewise, the year 1 payment due for the County and Water District portion of the year 1 payment under **Exhibit "A"** commenced on January 1, 2019. The balance of the payments due under this Agreement are set forth on **Exhibit "A"** attached hereto.

(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 156 Solar if the Project Facility were owned by 156 Solar 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. 156 Solar 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 156 Solar 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 156 Solar 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 156 Solar 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.

In addition, during the Reporting Period (as defined in the Dupli Building 2 Agency Lease), the Company shall provide the reporting and certifications required relative to the Rental Restrictions as more fully set forth in Section 8.5 of the Dupli Building 2 Agency Lease. The Company acknowledges that failure to maintain and/or report on the Rental Restrictions as set forth herein and therein, shall give rise to the Agency's right to recapture all Recapture Amounts.

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 the 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 600 Franklin.

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 156 Solar 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 156 Solar 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, continuance of such failure for the duration of any applicable cure period set forth therein after receipt of any required notice thereunder.

(d) 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.

(e) 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.

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

(g) Failure of the Company to commence the construction, renovation, and equipping of the Project Facility within thirty days of receiving approval from the State Historic Preservation Office and National Parks Service of its historic designation (collectively, the “*Designation*”) and be completed within twelve months of such Designation and failure of the Company to complete the

Project Facility in accordance herewith and with the terms of the Agency Lease.

(h) Failure to maintain the Rental Restrictions and/or provide the required reporting relative thereto as set forth herein.

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Section 4.01 shall have occurred and be continuing with respect to this Agreement, and/or the Company shall be in default under the Lease Agreements, the Agency may take whatever action at law or in equity, including but not limited to recapture in accordance with the Agency's Recapture Policy dated June 21, 2016 or pursuant to the terms of any Company Document, following applicable notice, as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement and/or the Lease Agreements. 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.

The payment schedule contained in Exhibit "A" is for the benefit of 156 Solar 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".

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 156 Solar 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 156 Solar 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, 156 Solar agrees that in the event that 156 Solar is unsuccessful in its Legal Challenge, it will, on demand, pay to the Agency and/or the Municipality the reasonable fees and disbursements of any attorneys employed (whether in-house or outside counsel) for the defense of such Legal Challenge as well as such other reasonable expenses so incurred.

Section 4.05. Remedies; Waiver and Notice

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

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

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

(d) 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.

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

ARTICLE V **MISCELLANEOUS**

Section 5.01. Term of Agreement

(a) General. This Agreement shall become effective and the obligations of the Agency and the Company shall arise absolutely and unconditionally upon the execution and delivery of this Agreement. This Agreement shall terminate on the earliest to occur of: (i) the same date that the Dupli Building 2 Agency Lease Agreement terminates; (ii) on any earlier date permitted under the Dupli Building 2 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:

156 Solar Street LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

And to:

Dupli Associates LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to:

Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

The Agency and the 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 the 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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the Agency and the 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

DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC
By: Dupli Associates LLC, its Managing Member
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

EXHIBIT "A"

PILOT SCHEDULE

Total Annual Payment

<i>Year</i>	<i>Amount</i>	
1	\$20,319.01	7/1/2018
2	\$20,725.39	7/1/2019
3	\$21,139.90	7/1/2020
4	\$21,562.70	7/1/2021
5	\$21,993.95	7/1/2022
6	\$22,433.83	7/1/2023
7	\$22,882.51	7/1/2024
8	\$23,340.16	7/1/2025
9	\$23,806.96	7/1/2026
10	\$24,283.10	7/1/2027
11	\$56,414.50	7/1/2028
12	\$89,821.44	7/1/2029
13	\$124,542.09	7/1/2030
14	\$160,615.64	7/1/2031
15	\$198,082.32	7/1/2032
Total	\$851,963.50	

EXHIBIT "B"

LEGAL DESCRIPTION

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

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

THE PROJECT OWNER MUST CAUSE EACH TENANT TO COMPLETE THE FOLLOWING AND PROJECT OWNER MUST SUBMIT COMPLETED FORM TO AGENCY ALONG WITH A COPY OF EACH TENANT'S LEASE.

**RENT CERTIFICATION
TENANT DATA FORM**

OWNER: _____

SUBJECT-PROPERTY ADDRESS: _____

TENANTS NAME _____

TENANT'S ADDRESS _____

TENANT'S PHONE NUMBER _____ WORK NUMBER _____

HEAD OF HOUSEHOLD: AGE _____ MALE _____ OR FEMALE _____ RACE _____
HANDICAPPED? _____

NUMBER OF DEPENDENTS OF TENANTS LIVING WITH YOU (STATE NAME, AGE AND SEX)

NUMBER OF DEPENDENTS HANDICAPPED _____

ACTUAL NUMBER OF BEDROOMS WITHIN YOUR APARTMENT: _____

WHEN DID YOU BEGIN TO OCCUPY THIS APARTMENT: _____

INDICATE MONTHLY RENT _____ DOES RENT INCLUDE UTILITIES _____

I/WE UNDERSTAND THAT IT MAY BE A FEDERAL CRIME PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE ANY FALSE STATEMENTS CONCERNING ANY OF THE ABOVE FACTS AS APPLICABLE UNDER THE PROVISIONS OF THE UNITED STATES CRIMINAL CODE. I/WE ATTEST THAT ALL OF THE ABOVE INFORMATION IS TRUE AND ACCURATE. FURTHERMORE, I/WE CONSENT AND AUTHORIZE THE DEPARTMENT OF COMMUNITY DEVELOPMENT TO VERIFY ANY AND ALL INFORMATION CONTAINED HEREIN.

TENANT'S SIGNATURE DATE

DUPLI ASSOCIATES LLC

AND

**CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY**

COMPANY LEASE AGREEMENT

DATED AS OF JULY 1, 2017

COMPANY LEASE AGREEMENT

THIS COMPANY LEASE AGREEMENT (the “*Company Lease*”), made and entered into as of July 1, 2017, by and between **DUPLI ASSOCIATES, LLC** (the “*Company*”), a limited liability company organized under the laws of the State of New York with an office at 1 Dupli Park Drive, Syracuse, New York 13204 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, 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 May 16, 2017, agreed, at the request of the Company to undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”), each in the City of Syracuse, New York (the foregoing collectively referred to as the “*Land*”); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the “*Facility*”); (iii) the acquisition and installation in and at Building of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility,

the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Company is the current 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 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 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 July 1, 2017, and shall end on the expiration or earlier termination of the Agency Lease.

2.4 MANDATORY CONVEYANCE.

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

2.5 CONSIDERATION.

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

2.6 REPRESENTATIONS AND COVENANTS OF THE COMPANY.

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

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

(b) This Company Lease and the other Company Documents constitute, or upon their execution and delivery in accordance with the terms thereof 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.

(g) 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).

(h) 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.

(i) 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.

(j) 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, 7th Floor
Syracuse, New York 13202
Attn: Chairman

With copies to:

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

(b) To the Company:

Dupli Associates LLC
1 Dupli Park Drive
P.O. Box 11500
Syracuse, New York 13218

With a copy to:

McKenzie Hughes LLP
440 South Warren Street, Suite 400
Syracuse, New York 13202
Attn: Clayton Hale, 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.

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.

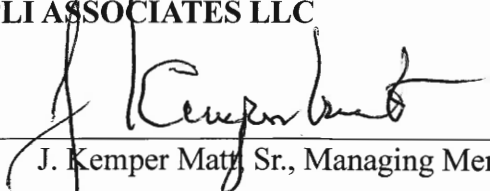
4.14 AMENDMENTS, CHANGES AND MODIFICATIONS.

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.

DUPLI ASSOCIATES LLC

By:



J. Kemper Math Sr., Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**


By:



William M. Ryan, Chairman

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

On the 20th day of July, 2017, before me, the undersigned, personally appeared **J. Kemper Matt, Sr.**, 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)

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123656
My Commission Expires March 14, 2021

On the 18th day of July, 2017, before me, the undersigned, personally appeared **William M. Ryan**, 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, 20 18

EXHIBIT A

PARCEL A:

Parcel I:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a part of **Marsh Lots Nos. 37 and 38** of the Onondaga Salt Springs Reservation, and known and described upon a map made by R. Griffin, Jr., and on file in the Onondaga County Clerk's Office as Lots Nos. 26 and 28 in Block No. 461 (formerly 261). Said lots being each about **33 feet front** on Division Street and extending by parallel lines southerly to the south line of said tract about 150 feet, **be the same more or less.**

Parcel II:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being more specifically known as Lot No. 30, Block 461 (formerly 261), Syracuse. Said lot being 33 feet front on Division Street and extending by parallel lines in a southerly direction to the south line of said tract. Said lot having a depth of 145 feet, more less.

Parcel III:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, State of New York, County of Onondaga, being part of Lots 37 and 38 of the 15 Acre Marsh Lots **Salina** being known as Lot No. 32, Block No. 461, Syracuse, according to a map made by R. Griffin, Jr., on file in the Onondaga County Clerk's Office, said lot being 33 feet on Division Street extending by parallel lines in a southerly direction about 145 feet to the south line of said tract being the same more or less.

Parcel IV:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of Marsh Lots Nos. 37 and 38 of the Onondaga Salt Springs Reservation, and known and described upon a map made by R. Griffin, Jr., and on file in the Onondaga County Clerk's Office as Lot Number Thirty-Four in Block Number Four Hundred and Sixty-One (formerly 261) and lot being thirty-three feet front on Division Street, and extending by parallel lines southerly to the south line of said tract, be the same more or less, about one hundred forty feet deep.

Parcel V:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of March Lots Thirty-Eight (38) and Thirty-Nine (39) of the Onondaga Salt Springs Reservation, bounded and described as follows:

BEGINNING at the stone monument marking the intersection of the southerly line of West Division Street and the easterly line of Solar Street; running thence along the easterly line of Solar Street South 28° 09' 10" E. 144.35 feet to the south line of Block 461 extended marking the true point of beginning of the parcel hereafter described; thence along the southerly line of Block 461 North 61° 50' 50" E. a distance of 250.16 feet to a stake; thence along the center line of a brick wall and parallel to the westerly line of North Clinton Street South 28° 09' 10" E. 220.09 feet to lands owned by the New York Central and Hudson River Railroad Company acquired by deed recorded in the Onondaga County Clerk's Office June 8, 1905, in Book 360 of Deeds at Page 199; thence westerly along said lands of the New York Central and Hudson River Railroad Company to the east line of Solar Street; said course being more particularly described as follows: westerly along an arc to the left of radius 422.8 feet a distance of 65.66 feet to a point twelve and one-half (12'1/2) feet northerly from an iron rail monument measured at right angles to the southerly line of Marsh Lot No. 38; thence South 61° 50' 50" W. 112.73 feet parallel with said south line of said Marsh Lot No. 38; thence South 80° 59' 20" W. 76.21 feet to a point in the east line of Solar Street 33.41 feet northerly from the intersection of the south line of Marsh Lot 38 with the east line of Solar Street; thence North 28° 09' 10" W. along the east line of Solar Street 190.0 feet to the place of beginning.

TOGETHER WITH a right of way and easement for the passage of engines and cars over the following described premises situate in the City, County and State; beginning at the southeasterly corner of the foregoing described parcel at the intersection of the easterly line of said premises with the northerly line of said lands of the New York Central and Hudson River Railroad Company; thence North 28° 09' 10" W. 40 feet along the easterly line of the

foregoing premises; thence South 80° 28' 00" E.

97.93 feet to the point of intersection of said line with the arc of curve to the right of radius 422.8 feet, said arc being the northerly boundary of the said lands owned by the New York Central and Hudson River Railroad Company; thence southwesterly along said arc and along the northerly line of said land owned by the New York Central and Hudson River Railroad Company 80 feet to the place of beginning; together with the right and privilege to the second party at any time to enter upon the premises for the purposes of laying and maintaining, altering and repairing railroad tracks, switches and appliances thereon connecting with railroad tracks on the premises owned by the New York Central and Hudson River Railroad Company.

Parcel VI:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lots 37 and 38 of the Onondaga Salt Springs Reservation and known and described upon a map made by R. Griffin, Jr., as Lot 36 in Block Four Hundred and Sixty-One (formerly 261), said Lot being about forty-seven (47) feet front on Division Street and extending by parallel lines southerly to the south line of said tract about one hundred and forty (140) feet, be the same more or less.

Parcel VII:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lot Number Thirty-Eight and being more particularly described as follows:

BEGINNING at a stone monument at the point of intersection of the southerly line of West Division Street and the easterly line of Solar Street; thence southerly along the easterly line of Solar Street, one hundred and forty-four and one-tenth (144.1) feet to the northerly line of land belonging to the Syracuse Wall Paper Company; thence easterly along said northerly line about forty-two and three tenths (42.3) feet to the westerly line of the Walters Tract; thence northerly along said westerly line of the Walters Tract to the southerly line of said West Division Street; thence westerly along the southerly line of said West Division Street forty and twenty-two hundredths (40.22) feet to the place of beginning.

Also being described as **ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Syracuse, County of Onondaga and State of New York, more particularly described as follows:

BEGINNING at the intersection of the southerly line of West Division Street with the easterly line of Solar Street; running thence North 59° 47' 40" East a distance of 260.97 feet along the southerly line of Division Street to a point; thence South 28° 11' 35" East a distance of 153.70 feet to a point; thence South 61° 50' 50" West a distance of 10.79 feet to a point; thence South 28° 09' 10" East a distance of 220.09 feet to a point (said point being in a line of curve in the northerly line of lands of the New York Central and Hudson River Railroad); thence westerly and southerly on a curve to the left with a radius of 422.80 feet a distance of 65.66 feet along the northerly line of said railroad to a point of tangent; thence South 61° 50' 50" West a distance of 112.73 feet along the northerly line of said railroad to a point; thence South 80° 59' 20" West a distance of 76.21 feet along the northerly line of lands of said railroad to a point in the easterly line of Solar Street; thence North 28° 09' 10" West a distance of 334.35 feet along the easterly line of Solar Street to a point in the southerly line of West Division Street and the place of beginning.

The above described premises is more modernly and correctly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of

220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

PARCEL B:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc. and/or Borden, Inc. by the following 3 deeds:

1. From Borden's Milk Products Company, Inc. dated January 4, 1936, and recorded in the Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
- 2 From James A. Jacobs and Susan Jacobs dated July 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. From Woodstock Enterprises, Ltd. dated November 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

BEGINNING at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed to Borden, Inc. to the City of Syracuse for public purposes by deed recorded in the Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N. 28° 09' 10" W. along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N. 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 North Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 1' 48" and a chord bearing N. 67° 57' 44" E. 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along the last mentioned division line a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S. 28° 09' 10" E. along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence S. 61° 50' 50" W. along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Housing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S. 28° 09' 10" E. continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence S. 61° 50' 50" W. continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N. 28° 09' 10" W. along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence S. 61° 50' 50" W. along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S. 28° 09' 10" E. along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence S. 61° 50' 50" W. along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 feet to the point of beginning.

**MEMORANDUM OF
COMPANY LEASE AGREEMENT**

NAME AND ADDRESS OF LESSOR: Dupli Associates LLC
600 Franklin Street N to Solar Street
(a/k/a 1 Dupli Park Dr.)
Syracuse, New York 13204

NAME AND ADDRESS OF LESSEE: City of Syracuse Industrial Development Agency
201 East Washington Street, 7th 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 July 1, 2017.

TERM OF COMPANY LEASE AGREEMENT:

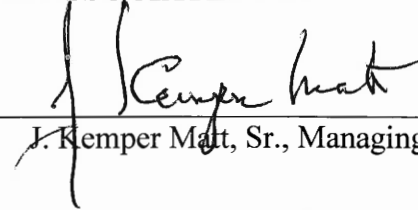
The term of the Company Lease Agreement shall commence as of July 1, 2017 and continue in full force and effect until the earlier of: (1) June 30, 2028; or (2) an earlier termination in accordance with the terms of the Agency Lease Agreement.

11:01 07/26/17 2549717 RS DE-8486P-54

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 20th day of July, 2017.

DUPLI ASSOCIATES LLC

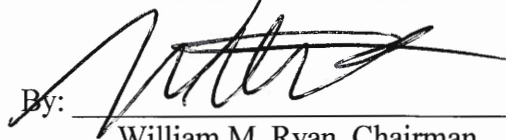
By: _____



J. Kemper Matt, Sr., Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____



William M. Ryan, Chairman

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

On the 18th day of July, 2017, before me, the undersigned, personally appeared **WILLIAM M. RYAN**, 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 18

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

On this 20th day of July, 2017, before me, the undersigned, personally appeared **J. KEMPER MATT, SR.**, 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.

F. W. Marty

Notary Public

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123656
My Commission Expires March 14, 2021

EXHIBIT A

PARCEL A:

Parcel I:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a part of **Marsh Lots Nos. 37 and 38 of the Onondaga Salt Springs Reservation**, and known and described upon a map made by R. Griffin, Jr., and on file in the **Onondaga County Clerk's Office** as Lots Nos. 26 and 28 in Block No. 461 (formerly 261). Said lots being each about **33 feet front on Division Street** and extending by parallel lines southerly to the south line of said tract about 150 feet, **be the same more or less.**

Parcel II:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being more specifically known as Lot No. 30, Block 461 (formerly 261), Syracuse. Said lot being 33 feet front on Division Street and extending by parallel lines in a southerly direction to the south line of said tract. Said lot having a depth of 145 feet, more less.

Parcel III:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, State of New York, County of Onondaga, being part of Lots 37 and 38 of the 15 Acre Marsh Lots **Salina** being known as Lot No. 32, Block No. 461, Syracuse, according to a map made by R. Griffin, Jr., on file in the Onondaga County Clerk's Office, said lot being 33 feet on Division Street extending by parallel lines in a southerly direction about 145 feet to the south line of said tract being the same more or less.

Parcel IV:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of Marsh Lots Nos. 37 and 38 of the Onondaga Salt Springs Reservation, and known and described upon a map made by R. Griffin, Jr., and on file in the Onondaga County Clerk's Office as Lot Number Thirty-Four in Block Number Four Hundred and Sixty-One (formerly 261) and lot being thirty-three feet front on Division Street, and extending by parallel lines southerly to the south line of said tract, be the same more or less, about one hundred forty feet deep.

Parcel V:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lots Thirty-Eight (38) and Thirty-Nine (39) of the Onondaga Salt Springs Reservation, bounded and described as follows:

BEGINNING at the stone monument marking the intersection of the southerly line of West Division Street and the easterly line of Solar Street; running thence along the easterly line of Solar Street South 28° 09' 10" E. 144.35 feet to the south line of Block 461 extended marking the true point of beginning of the parcel hereafter described; thence along the southerly line of Block 461 North 61° 50' 50" E. a distance of 250.16 feet to a stake; thence along the center line of a brick wall and parallel to the westerly line of North Clinton Street South 28° 09' 10" E. 220.09 feet to lands owned by the New York Central and Hudson River Railroad Company acquired by deed recorded in the Onondaga County Clerk's Office June 8, 1905, in Book 360 of Deeds at Page 199; thence westerly along said lands of the New York Central and Hudson River Railroad Company to the east line of Solar Street; said course being more particularly described as follows: westerly along an arc to the left of radius 422.8 feet a distance of 65.66 feet to a point twelve and one-half (12'1/2) feet northerly from an iron rail monument measured at right angles to the southerly line of Marsh Lot No. 38; thence South 61° 50' 50" W. 112.73 feet parallel with said south line of said Marsh Lot No. 38; thence South 80° 59' 20" W. 76.21 feet to a point in the east line of Solar Street 33.41 feet northerly from the intersection of the south line of Marsh Lot 38 with the east line of Solar Street; thence North 28° 09' 10" W. along the east line of Solar Street 190.0 feet to the place of beginning.

TOGETHER WITH a right of way and easement for the passage of engines and cars over the following described premises situate in the City, County and State; beginning at the southeasterly corner of the foregoing described parcel at the intersection of the easterly line of said premises with the northerly line of said lands of the New York Central and Hudson River Railroad Company; thence North 28° 09' 10" W. 40 feet along the easterly line of the

foregoing premises; thence South 80° 28' 00" E.

97.93 feet to the point of intersection of said line with the arc of curve to the right of radius 422.8 feet, said arc being the northerly boundary of the said lands owned by the New York Central and Hudson River Railroad Company; thence southwesterly along said arc and along the northerly line of said land owned by the New York Central and Hudson River Railroad Company 80 feet to the place of beginning; together with the right and privilege to the second party at any time to enter upon the premises for the purposes of laying and maintaining, altering and repairing railroad tracks, switches and appliances thereon connecting with railroad tracks on the premises owned by the New York Central and Hudson River Railroad Company.

Parcel VI:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lots 37 and 38 of the Onondaga Salt Springs Reservation and known and described upon a map made by R. Griffin, Jr., as Lot 36 in Block Four Hundred and Sixty-One (formerly 261), said Lot being about forty-seven (47) feet front on Division Street and extending by parallel lines southerly to the south line of said tract about one hundred and forty (140) feet, be the same more or less.

Parcel VII:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lot Number Thirty-Eight and being more particularly described as follows:

BEGINNING at a stone monument at the point of intersection of the southerly line of West Division Street and the easterly line of Solar Street; thence southerly along the easterly line of Solar Street, one hundred and forty-four and one-tenth (144.1) feet to the northerly line of land belonging to the Syracuse Wall Paper Company; thence easterly along said northerly line about forty-two and three tenths (42.3) feet to the westerly line of the Walters Tract; thence northerly along said westerly line of the Walters Tract to the southerly line of said West Division Street; thence westerly along the southerly line of said West Division Street forty and twenty-two hundredths (40.22) feet to the place of beginning.

Also being described as **ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Syracuse, County of Onondaga and State of New York, more particularly described as follows:

BEGINNING at the intersection of the southerly line of West Division Street with the easterly line of Solar Street; running thence North 59° 47' 40" East a distance of 260.97 feet along the southerly line of Division Street to a point; thence South 28° 11' 35" East a distance of 153.70 feet to a point; thence South 61° 50' 50" West a distance of 10.79 feet to a point; thence South 28° 09' 10" East a distance of 220.09 feet to a point (said point being in a line of curve in the northerly line of lands of the New York Central and Hudson River Railroad); thence westerly and southerly on a curve to the left with a radius of 422.80 feet a distance of 65.66 feet along the northerly line of said railroad to a point of tangent; thence South 61° 50' 50" West a distance of 112.73 feet along the northerly line of said railroad to a point; thence South 80° 59' 20" West a distance of 76.21 feet along the northerly line of lands of said railroad to a point in the easterly line of Solar Street; thence North 28° 09' 10" West a distance of 334.35 feet along the easterly line of Solar Street to a point in the southerly line of West Division Street and the place of beginning.

The above described premises is more modernly and correctly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of

220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

PARCEL B:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc. and/or Borden, Inc. by the following 3 deeds:

1. From Borden's Milk Products Company, Inc. dated January 4, 1936, and recorded in the Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
- 2 From James A. Jacobs and Susan Jacobs dated July 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. From Woodstock Enterprises, Ltd. dated November 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

BEGINNING at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed to Borden, Inc. to the City of Syracuse for public purposes by deed recorded in the Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N. 28° 09' 10" W. along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N. 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast an lands of 667 North Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 1' 48" and a chord bearing N. 67° 57' 44" E. 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along the last mentioned division line a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S. 28° 09' 10" E. along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence S. 61° 50' 50" W. along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Housing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S. 28° 09' 10" E. continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence S. 61° 50' 50" W. continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N. 28° 09' 10" W. along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence S. 61° 50' 50" W. along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S. 28° 09' 10" E. along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence S. 61° 50' 50" W. along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 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

Recording office time stamp

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

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) Dupli Associates LLC Mailing address 600 Franklin Street N. to Solar St. (a/k/a 1 Dupli Park Dr.) City State ZIP code Syracuse NY 13204	Social security number Social security number Federal EIN 16-1545537
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) City of Syracuse Industrial Development Agency Mailing address 201 East Washington Street, 7th Floor City State ZIP code Syracuse NY 13202	Social security number Social security number Federal EIN 52-1380308
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
118-06-08.0 118-06-01.0	311500	600 Franklin Street N. to Solar Street 156 Solar Street & Division Street W.	Syracuse	Onondaga

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; display: inline-table;"> <tr> <td style="padding: 2px 5px;">07</td> <td style="padding: 2px 5px;">01</td> <td style="padding: 2px 5px;">2017</td> </tr> <tr> <td style="font-size: 8px;">month</td> <td style="font-size: 8px;">day</td> <td style="font-size: 8px;">year</td> </tr> </table>	07	01	2017	month	day	year	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
07	01	2017							
month	day	year							

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) h. <input type="checkbox"/> Conveyance of cooperative apartment(s) i. <input type="checkbox"/> Syndication j. <input type="checkbox"/> Conveyance of air rights or development rights k. <input type="checkbox"/> Contract assignment	l. <input type="checkbox"/> Option assignment or surrender m. <input type="checkbox"/> Leasehold assignment or surrender n. <input checked="" type="checkbox"/> Leasehold grant o. <input type="checkbox"/> Conveyance of an easement p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state r. <input type="checkbox"/> Conveyance pursuant to divorce or separation s. <input type="checkbox"/> Other (describe) _____
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %) d. <input type="checkbox"/> Conveyance to cooperative housing corporation e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)		

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
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Schedule B – Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0	00
2.	0	00
3.	0	00
4.	0	00
5.	0	00
6.	0	00

Part II – 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 I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any 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, the state of New York, 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, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. 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 12205-5045.

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)

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

I (we) certify that: *(check the appropriate box)*

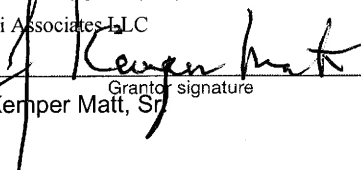

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property 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.
 - 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).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 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.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 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.

- 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 certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his 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 or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)*

Signature (both the grantor(s) and grantee(s) 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 his/her 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.

Dupli Associates LLC  _____ J. Kemper Matt, Sr. <small>Grantor signature</small>	Managing Member _____ <small>Title</small>	City of Syracuse Industrial Development Agency  _____ William M. Ryan <small>Grantee signature</small>	Chairman _____ <small>Title</small>
<small>Grantor signature</small>	<small>Title</small>	<small>Grantee signature</small>	<small>Title</small>

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked 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 or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**FIRST AMENDMENT TO
COMPANY LEASE AGREEMENT**

THIS FIRST AMENDMENT TO COMPANY LEASE AGREEMENT (the “*First Amendment*”), made and entered into as of December 1, 2020, by and between **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (the “*Company*”) 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, amending that certain Company Lease Agreement dated as of July 1, 2017 by and between the Agency and the Company (the “*First Company Lease*” and together with this First Amendment, collectively the “*Original Company Lease*”).

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, the Enabling Act further authorizes each such agency to acquire property by lease, lease 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 thereof; and

WHEREAS, at the request of Dupli Associates, LLC (the “*Company*”), by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”) (bearing tax parcel identification number 118.-06-01.0) (the “*Building 2 Land*”), each in the City of Syracuse, New York (the “*City*”) (Building 1 Land together with Building 2 Land, collectively referred to as the “*Original Land*”); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing

gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in July 2017, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Original Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, the Company and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, the First Agency Lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, by supplemental application dated February 4, 2020 (the "**Original Application**"), the Company requested the Agency revise the Original Project (the "**Project**") as follows: (A)(i) the continuation of an interest in the Original Land; (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); and approximately 3,500 sq.ft. of retail space (collectively, the "**Building 1 Facility**"); and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "**Building 2 Facility**" and together with the Building 1 Facility, collectively, the "**Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%20001-06-2016.pdf

Project Facility; and (D) the continuation of the lease of the Land and Facilities 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, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Company Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 600 Franklin Owner LLC, the SPE for the Building 1 Project ("**600 Franklin**") and 156 Solar Street LLC ("**156 Solar**"), the SPE for the Building 2 Project. 600 Franklin will be a party to the Bifurcated Agreements for the Building 1 Project and 156 Solar will be a part to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, by resolution adopted October 20, 2020, the Agency authorized the Bifurcation Agreements to accommodate the Ownership Structure requirements; and

WHEREAS, this First Amendment is in accordance with Section 4.14 of the First Company Lease and reflects the amendments and other changes set forth herein; and

WHEREAS, the Company represents and warrants that there is no event of default under the First Company Lease or any other Company Document and all such documents are in full force and effect.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein set forth, and in accordance with Section 4.14 of the First Company Lease, as amended by this First Amendment, the Agency and the Company hereby agree as follows:

ARTICLE I RECITALS AND DEFINITIONS

1.0 RECITALS AND DEFINITIONS.

The foregoing recitals are incorporated herein by reference as if fully set forth hereinbelow. Capitalized terms used but not otherwise defined herein shall have the meaning

ascribed thereto in that certain agency lease agreement dated as of July 1, 2017 by and between the Agency and the Company (the "**First Agency Lease**").

2.0 AMENDMENTS.

(a) The parties agree, as of and following the Effective Date hereof, to bifurcate the First Company Lease into two leases, each lease controlling the parties' rights and obligations with respect to a portion of the Project relative to *either* Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") or Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), as applicable, by: (i) executing and delivering the lease agreement attached hereto at **Exhibit "A"** continuing the parties' interests in the Building 1 Project, adding the applicable SPE as a party to the lease and evidencing each of the parties' rights and obligations with respect thereto (the "**Dupli Building 1 Company Lease**"); and (ii) executing and delivering the lease agreement attached hereto at **Exhibit "B"** continuing the parties' interests in the Building 2 Project, adding the applicable SPE as a party to the lease and evidencing each of the parties' and evidencing their rights and obligations with respect thereto (the "**Dupli Building 2 Company Lease**").

(b) Section 4.1(a) and (b) of the First Company Lease are deleted in their entirety and replaced with the following:

"(a) If to the Agency, to:

City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202
Attn: Chairman

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:

Dupli Associates, LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to:

Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

3.0 RATIFICATION OF COMPANY LEASE.

1. The Agency and the Company agree that except as amended herein, all other terms, covenants and conditions of the First Company Lease are hereby ratified and confirmed and, as herein modified and amended, shall remain in full force and effect.

2. This First Amendment amends and supplements the First Company Lease as and to the extent set forth herein. This First Amendment forms a part of the First Company Lease and all the terms and conditions contained herein shall be deemed to be part of the terms and conditions of the First Company Lease for any and all purposes and the respective rights, duties and obligations under the First Company Lease of the Agency and the Company shall be determined, exercised and enforced under the First Company Lease, as supplemented and amended hereby. References to the Company Lease in the Agency and Company Documents shall be deemed to refer to the First Company Lease as amended and supplemented by this First Amendment and the First Company Lease, as so amended and supplemented hereby, shall be read, taken and construed as one in the same instrument. The Agency and the Company hereby ratify and confirm the terms, conditions and covenants set forth in the First Company Lease, as supplemented and amended hereby.

4.0 AUTHORITY.

Each of the Agency and the Company represent and warrant that it has the requisite power and authority to enter into and execute this First Amendment.

5.0 BINDING EFFECT.

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

6.0 EFFECTIVE DATE.

This First Amendment shall be effective (the “*Effective Date*”) as of December 1, 2020.

7.0 INVALIDITY.

If any part, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this First Amendment shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such part, 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 First Amendment 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.

8.0 NON-RECOURSE.

1. All covenants, stipulations, promises, agreements and obligations of the Agency contained in this First Amendment, the Company Documents and the other documents and instruments connected therewith and executed and delivered by the Agency shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in the Company Documents or otherwise based upon or in respect of the Company Documents or any documents supplemental hereto or thereto, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Agency, or of any successor public benefit corporation or political subdivision, or any person executing the Company Documents either directly or through the Agency or any successor public benefit corporation or political subdivision, it being expressly understood that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Agency or of any such successor public benefit corporation or political subdivision, or any person executing the Company Documents, because of or by reason of the obligations, covenants or agreements contained in any of the Company Documents or implied therefrom.

2. Nothing contained herein shall be construed to increase in any material respect the rights of the Agency under the Company Lease or decrease in any material respect the rights of the Agency thereunder.

9.0 EXECUTION.

This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.0 GOVERNING LAW.

This First Amendment shall be governed by and construed in accordance with the laws of the State of New York. Venue of any action or proceeding hereunder shall be in the respective State or Federal court located in Onondaga County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____

Mark E. Lane, Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Judith DeLaney, Executive Director

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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

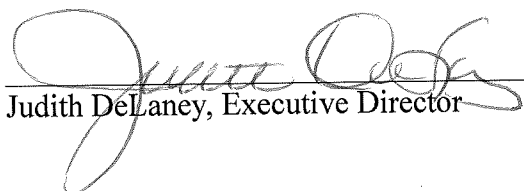
By:  _____
Judith DeLaney, Executive Director

EXHIBIT "A"

DUPLI BUILDING 1 COMPANY LEASE AGREEMENT

DUPLI ASSOCIATES, LLC

AND

600 FRANKLIN OWNER LLC

AND

**CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY**

COMPANY LEASE AGREEMENT

DATED AS OF DECEMBER 1, 2020

DUPLI BUILDING 1 COMPANY LEASE AGREEMENT

THIS DUPLI BUILDING 1 COMPANY LEASE AGREEMENT (the “*Dupli Building 1 Company Lease*”), is made and entered into as of December 1, 2020, by and among DUPLI ASSOCIATES LLC, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and 600 FRANKLIN OWNER LLC, a New York limited liability company, having its office at 113 Court Street, Binghamton, New York 13901 (“*600 Franklin*” and together with Dupli, collectively, the “*Company*”) and 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*”).

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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”) (bearing tax parcel identification number 118.-06-01.0) (the “*Building 2 Land*”), each in the City of Syracuse, New York (the “*City*”) (Building 1 Land together with Building 2 Land, collectively referred to as the “*Original*”).

Land"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 600 Franklin Owner LLC, the SPE for the Building 1 Project ("**600 Franklin**" and together with Dupli, collectively, the "**Company**"), 600 Franklin will be a party to the Bifurcated Agreements for the Building 1 Project; and

WHEREAS, by resolutions adopted April 21, 2020 and October 20, 2020, the Agency authorized the Bifurcated Agreements to accommodate the Ownership Structure such that the applicable Bifurcated Agreements for the Building 1 Project will govern the Building 1 Project consisting of: (A)(i) the continuation of an interest in 600 Franklin Street N. to Solar Street (a/k/a

1 Dupli Park Drive) improved by an approximate 149,000 square foot building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City^[1] (the "**AMI**"); and approximately 3,500 sq.ft. of retail space (collectively, the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 1 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 600 Franklin or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); and

WHEREAS, 600 Franklin is the current owner of the Land and the Facility. For the duration of this Dupli Building 1 Company Lease Dupli shall maintain a ninety (90) percent ownership interest in 600 Franklin; and

WHEREAS, the Agency proposes to assist the Company's acquisition/continuation, construction and equipping of the Project Facility, and grant the Financial Assistance to the Project by, among other things: (1) appointing 600 Franklin, 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 Dupli Building 1 Company Lease and acquiring an interest in the Equipment pursuant a bill of sale from each Dupli and 600 Franklin; and (3) subleasing the Project Facility to the Company pursuant to the Dupli Building 1 Agency Lease; and

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

WHEREAS, all things necessary to constitute this Dupli Building 1 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 Dupli Building 1 Company Lease have, in all respects, been duly authorized.

^[1] As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

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 Dupli Building 1 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 Dupli Building 1 Agency Lease Agreement dated as of December 1, 2020 between the Agency and the Company (the "*Dupli Building 1 Agency Lease*") as Exhibit "C" thereto except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Dupli Building 1 Company Lease, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "herein," "hereunder," and any similar terms as used in this Dupli Building 1 Company Lease refer to this Dupli Building 1 Company Lease; the term "heretofore" shall mean before and the term "hereafter" shall mean after the date of this Dupli Building 1 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

(a) Any certificates, letters, or opinions required to be given pursuant to this Dupli Building 1 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 Dupli Building 1 Company Lease.

(b) Unless otherwise so indicated, the term Company shall refer jointly to 600 Franklin and Dupli.

**ARTICLE II
DEMISE; PREMISES; TERM**

2.1 DEMISE.

The Company hereby leases, or continues its lease, 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 are the Land and the Facility described in the recitals of this Dupli Building 1 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 December 1, 2020 and shall end on the expiration or earlier termination of the Dupli Building 1 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 Dupli Building 1 Agency Lease, this Dupli Building 1 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. At no time shall the Agency be required to determine, as amongst the Company, which entity has what interests, if any.

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.

Dupli and 600 Franklin, each as noted or jointly as the Company, make the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) Dupli 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 Dupli Building 1 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 Dupli Building 1 Company Lease and the other Company Documents; and

(b) 600 Franklin 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 Dupli Building 1 Company Lease and the other Franklin Company Documents and to carry out its obligations hereunder and thereunder, and has duly authorized the execution, delivery, and performance of this Dupli Building 1 Company Lease and the other Franklin Company Documents; and

(c) Each Dupli and 600 Franklin for itself represent and covenant that, for each respectively, this Dupli Building 1 Company Lease and the other applicable Company Documents constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of Dupli and 600 Franklin enforceable in accordance with their respective terms; and

(d) Dupli has, contemporaneously with the execution and delivery hereof, transferred fee title of the Project Facility to 600 Franklin. During the term of the Dupli Building 1 Agency Lease, Dupli shall hold 90% of the membership interests in 600 Franklin; and

(e) 600 Franklin is the fee title owner of the Project Facility. 600 Franklin shall remain the fee owner of the Project Facility for the term of the Dupli Building 1 Agency Lease unless otherwise consented to in writing by the Agency; and

(f) For the duration of the term hereof, and in accordance with the Agency's Uniform Tax Exemption Policy ("*UTEP*"), the Company shall incorporate and rent twenty percent (20%) of the residential units in the Project Facility at the annual 65% AMI rent limit for the City as designated annually by US Department of Housing and Urban Development ("*HUD*"), inclusive of utilities (the "*HUD Rates*") (collectively, the "*Rental Restrictions*"). Rental rates in the leases for these residential units must be tied to the annual HUD Rates. It is the Company's obligation to obtain the annual HUD Rates each year. Generally, the HUD Rates are published in or about June of each year; and

(g) Neither the execution and delivery of this Dupli Building 1 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, Dupli's or 600 Franklin'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 either Dupli or 600 Franklin is a party or by which either Dupli or 600 Franklin or any of its respective 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.

(h) 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).

(i) 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.

(j) 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 Dupli Building 1 Agency Lease, this Dupli Building 1 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.

(k) The Company acknowledges, restates and affirms the obligations, representations, warranties and covenants set forth in Sections 2.2 and 11.12 of the Dupli Building 1 Agency Lease as if fully set forth herein.

(l) The Company shall be jointly and severally liable hereunder.

ARTICLE III DISPUTE RESOLUTION

3.1 GOVERNING LAW.

This Dupli Building 1 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) If to Dupli, to: Dupli Associates, LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

(c) If to 600 Franklin, to: 600 Franklin Owner LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, 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 Dupli Building 1 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 Dupli Building 1 Company Lease contains the entire agreement between the parties and all prior negotiations and agreements are merged in this Dupli Building 1 Company Lease. This Dupli Building 1 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 Dupli Building 1 Company Lease, is not relying upon warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Dupli Building 1 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 Dupli Building 1 Company Lease.

4.5 BINDING EFFECT.

This Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 Agency Lease. The Company acknowledges and agrees that this Dupli Building 1 Company Lease and the Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 Agency Lease and this Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 COUNTERPARTS; ELECTRONIC SIGNATURE.

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.

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 Dupli Building 1 Company Lease, the Dupli Building 1 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 Dupli Building 1 Company Lease may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company and the Agency have duly executed this Dupli Building 1 Company Lease, as of the day and year first above written.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____

Mark E. Lane, Managing Member

600 FRANKLIN OWNER LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____

Mark E. Lane, Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Judith DeLaney, Executive Director

IN WITNESS WHEREOF, the Company and the Agency have duly executed this Dupli Building 1 Company Lease, as of the day and year first above written.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

600 FRANKLIN OWNER LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

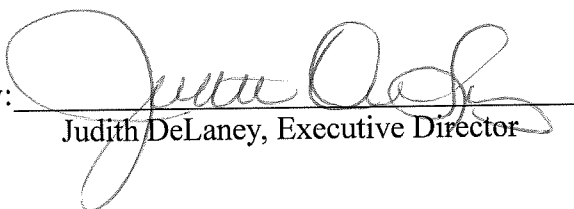
By:  _____
Judith DeLaney, Executive Director

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

600 Franklin Street North to Solar Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc., and/or Borden, Inc. by the following 3 deeds:

1. from Borden's Milk Products Company, Inc. dated January 4, 1936 and recorded in Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
2. from James A. Jacobs and Susan Jacobs dated July 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. from Woodstead Enterprises, LTD. dated November 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

Beginning at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed by Borden, Inc. to the City of Syracuse for public purposes by deed recorded in Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N 28° 09' 10" W along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly, continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 N. Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 13' 48", and a chord bearing N 67° 57' 44" E, 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along the last mentioned division line, a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S 28° 09' 10" E along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence s 61° 50' 50" w along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Rousing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S 28° 09' 10" E continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence s 61° 50' 50" w continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N 28° 09' 10 W along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence s 61° 50' 50" W along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S 28° 09' 10" E along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence s 61° 50' 50" w along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 feet to the point of beginning.

EXHIBIT "B"

DUPLI BUILDING 2 COMPANY LEASE AGREEMENT

DUPLI ASSOCIATES, LLC

AND

156 SOLAR STREET LLC

AND

**CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY**

COMPANY LEASE AGREEMENT

DATED AS OF DECEMBER 1, 2020

DUPLI BUILDING 2 COMPANY LEASE AGREEMENT

THIS DUPLI BUILDING 2 COMPANY LEASE AGREEMENT (the “*Dupli Building 2 Company Lease*”), is made and entered into as of December 1, 2020, by and among DUPLI ASSOCIATES LLC, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and 156 SOLAR STREET LLC, a New York limited liability company, having its office at 113 Court Street, Binghamton, New York 13901 (“*156 Solar*” and together with Dupli, collectively, the “*Company*”) and 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*”).

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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”) (bearing tax parcel identification number 118.-06-01.0) (the “*Building 2 Land*”), each in the City of Syracuse, New York (the “*City*”) (Building 1 Land together with Building 2 Land, collectively referred to as the “*Original*”).

Land"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 156 Solar Street LLC, the SPE for the Building 2 Project ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), 156 Solar will be a party to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, by resolutions adopted April 21, 2020 and October 20, 2020, the Agency authorized the Bifurcated Agreements to accommodate the Ownership Structure such that the applicable Bifurcated Agreements for the Building 2 Project will govern the Building 2 Project

consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2'**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); and

WHEREAS, 156 Solar is the current owner of the Land and the Facility. For the duration of this Dupli Building 2 Company Lease Dupli shall maintain a ninety (90) percent ownership interest in 156 Solar; and

WHEREAS, the Agency proposes to assist the Company's acquisition/continuation, construction and equipping of the Project Facility, and grant the Financial Assistance to the Project by, among other things: (1) appointing 156 Solar, 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 Dupli Building 2 Company Lease and acquiring an interest in the Equipment pursuant a bill of sale from each Dupli and 156 Solar; and (3) subleasing the Project Facility to the Company pursuant to the Dupli Building 2 Agency Lease; and

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

WHEREAS, all things necessary to constitute this Dupli Building 2 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 Dupli Building 2 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:

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development [Syracuse Consolidated Plan](http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf)
http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

**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 Dupli Building 2 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 Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020 between the Agency and the Company (the "*Dupli Building 2 Agency Lease*") as Exhibit "C" thereto except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Dupli Building 2 Company Lease, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "herein," "hereunder," and any similar terms as used in this Dupli Building 2 Company Lease refer to this Dupli Building 2 Company Lease; the term "heretofore" shall mean before and the term "hereafter" shall mean after the date of this Dupli Building 2 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

(a) Any certificates, letters, or opinions required to be given pursuant to this Dupli Building 2 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 Dupli Building 2 Company Lease.

(b) Unless otherwise so indicated, the term Company shall refer jointly to 156 Solar and Dupli.

**ARTICLE II
DEMISE; PREMISES; TERM**

2.1 DEMISE.

The Company hereby leases, or continues its lease, 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 are the Land and the Facility described in the recitals of this Dupli Building 2 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 December 1, 2020 and shall end on the expiration or earlier termination of the Dupli Building 2 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 Dupli Building 2 Agency Lease, this Dupli Building 2 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. At no time shall the Agency be required to determine, as amongst the Company, which entity has what interests, if any.

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.

Dupli and 156 Solar, each as noted or jointly as the Company, make the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) Dupli 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 Dupli Building 2 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 Dupli Building 2 Company Lease and the other Company Documents; and

(b) 156 Solar 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 Dupli Building 2 Company Lease and the other Franklin Company Documents and to carry out its obligations hereunder and thereunder, and has duly authorized the execution, delivery, and performance of this Dupli Building 2 Company Lease and the other Franklin Company Documents; and

(c) Each Dupli and 156 Solar for itself represent and covenant that, for each respectively, this Dupli Building 2 Company Lease and the other applicable Company Documents constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of Dupli and 156 Solar enforceable in accordance with their respective terms; and

(d) Dupli has, contemporaneously with the execution and delivery hereof, transferred fee title of the Project Facility to 156 Solar. During the term of the Dupli Building 2 Agency Lease, Dupli shall hold 90% of the membership interests in 156 Solar; and

(e) 156 Solar is the fee title owner of the Project Facility. 156 Solar shall remain the fee owner of the Project Facility for the term of the Dupli Building 2 Agency Lease unless otherwise consented to in writing by the Agency; and

(f) For the duration of the term hereof, and in accordance with the Agency's Uniform Tax Exemption Policy ("**UTEP**"), the Company shall incorporate and rent twenty percent (20%) of the residential units in the Project Facility at the annual 65% AMI rent limit for the City as designated annually by US Department of Housing and Urban Development ("**HUD**"), inclusive of utilities (the "**HUD Rates**") (collectively, the "**Rental Restrictions**"). Rental rates in the leases for these residential units must be tied to the annual HUD Rates. It is the Company's obligation to obtain the annual HUD Rates each year. Generally, the HUD Rates are published in or about June of each year; and

(g) Neither the execution and delivery of this Dupli Building 2 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, Dupli's or 156 Solar'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 either Dupli or 156 Solar is a party or by which either Dupli or 156 Solar or any of its respective 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.

(h) 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).

(i) 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.

(j) 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 Dupli Building 2 Agency Lease, this Dupli Building 2 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.

(k) The Company acknowledges, restates and affirms the obligations, representations, warranties and covenants set forth in Sections 2.2 and 11.12 of the Dupli Building 2 Agency Lease as if fully set forth herein.

(l) The Company shall be jointly and severally liable hereunder.

ARTICLE III DISPUTE RESOLUTION

3.1 GOVERNING LAW.

This Dupli Building 2 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) If to Dupli, to: Dupli Associates, LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

(c) If to 156 Solar, to: 156 Solar Street LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, 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 Dupli Building 2 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 Dupli Building 2 Company Lease contains the entire agreement between the parties and all prior negotiations and agreements are merged in this Dupli Building 2 Company Lease. This Dupli Building 2 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 Dupli Building 2 Company Lease, is not relying upon warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Dupli Building 2 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 Dupli Building 2 Company Lease.

4.5 BINDING EFFECT.

This Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease. The Company acknowledges and agrees that this Dupli Building 2 Company Lease and the Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease and this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 COUNTERPARTS; ELECTRONIC SIGNATURE

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.

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 Dupli Building 2 Company Lease, the Dupli Building 2 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 Dupli Building 2 Company Lease may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.

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IN WITNESS WHEREOF, the Company and the Agency have duly executed this Dupli Building 2 Company Lease, as of the day and year first above written.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: 
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: 
Mark E. Lane, Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

IN WITNESS WHEREOF, the Company and the Agency have duly executed this Dupli Building 2 Company Lease, as of the day and year first above written.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 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 :
CHICAGO TITLE

Return To :
BOUSQUET HOLSTEIN PLLC
110 W FAYETTE ST STE 1000
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

DUPLI ASSOCIATES LLC

First PARTY 2

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Index Type : Land Records

Instr Number : 2020-00050179

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee: \$86.00

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 # : 5699

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$86.00

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) : 12/22/2020

At (Recorded Time) : 1:58:08 PM



Doc ID - 041493650008

Lisa Dell, County Clerk



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

Record and Return to:
Susan R. Katzoff, Esq.
Bousquet Holstein PLLC
110 W. Fayette Street, Suite 1000
Syracuse, NY 13202

**MEMORANDUM OF
FIRST AMENDMENT TO
COMPANY LEASE AGREEMENT¹**

NAME AND ADDRESS OF LESSOR: Dupli Associates LLC
113 Court Street
Binghamton, New York 13901

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 FIRST AMENDMENT TO COMPANY LEASE AGREEMENT:

As of December 1, 2020.

TERM OF FIRST AMENDMENT TO COMPANY LEASE AGREEMENT:

The term of the First Amendment to 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 First Amendment to Agency Lease dated of even date herewith between the same parties hereto.

¹ This Memorandum of First Amendment to Company Lease Agreement is in relation to the Company Lease Agreement between the Lessor and Lessee dated as of July 1, 2017, a memorandum of which was filed in the Onondaga County Clerk's Office on July 26, 2017 in Book 5436 at page 54.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of December, 2020.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: 
Mark E. Lane, Managing Member

**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 December, 2020.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

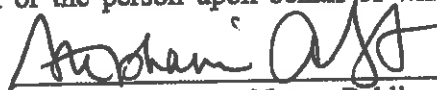
By: _____
Mark E. Lane, Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
Judith DeLaney, Executive Director

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

On the 4th day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARK E. LANE**, 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
STEPHANIE A. SMITH
Notary Public, State of New York
No. 01SM4995504
Qualified in Madison County
My Commission Expires April 27, 2022

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

On this ___ day of December, 2020, 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 ___ day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARK E. LANE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this 8th day of December, 2020, 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.

Lou L. Monahan

Notary Public

Lou L. Monahan
Notary Public, State of New York
Qualified in Onondaga Co. No. 01M12495591
Commission Expires on Feb. 12, 2021

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

600 Franklin Street North to Solar Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc., and/or Borden, Inc. by the following 3 deeds:

1. from Borden's Milk Products Company, Inc. dated January 4, 1936 and recorded in Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
2. from James A. Jacobs and Susan Jacobs dated July 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. from Woodstead Enterprises, LTD. dated November 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

Beginning at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed by Borden, Inc. to the City of Syracuse for public purposes by deed recorded in Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N 28° 09' 10" W along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly, continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 N. Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 13' 48", and a chord bearing N 67° 57' 44" E, 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along the last mentioned division line, a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S 28° 09' 10" E along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence S 61° 50' 50" W along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Rousing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S 28° 09' 10" E continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence S 61° 50' 50" W continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N 28° 09' 10" W along said street boundary, a distance

of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence s 61° 50' 50" W along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S 28° 09' 10" E along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence s 61° 50' 50" w along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 feet to the point of beginning.

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 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.

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 date of conveyance (07/01/2017).

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

Form with checkboxes for conditions of conveyance (a. Conveyance of fee interest, b. Acquisition of a controlling interest, etc.).

Table for recording officer's use with columns: 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) Exemption claimed
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0	00
2.	0	00
3.	0	00
4.	0	00
5.	0	00
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)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
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-98(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.

Dupli Associates, LLC, by FS Development Associates, LLC, its Manager  _____ Grantor signature Mark E. Lane	Managing Member _____ Title	City of Syracuse Industrial Development Agency _____ 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.

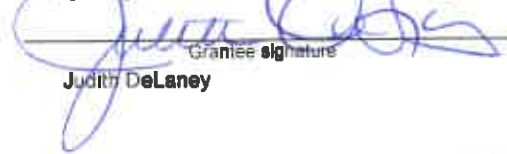
- e. Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a. A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - 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.

Dupli Associates LLC, by FS Development Associates, LLC, its Manager

City of Syracuse Industrial Development Agency

Grantor signature Mark E. Lane	Managing Member 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 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

DUPLI ASSOCIATES, LLC

AND

156 SOLAR STREET LLC

AND

**CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY**

COMPANY LEASE AGREEMENT

DATED AS OF DECEMBER 1, 2020

DUPLI BUILDING 2 COMPANY LEASE AGREEMENT

THIS DUPLI BUILDING 2 COMPANY LEASE AGREEMENT (the “*Dupli Building 2 Company Lease*”), is made and entered into as of December 1, 2020, by and among DUPLI ASSOCIATES LLC, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and 156 SOLAR STREET LLC, a New York limited liability company, having its office at 113 Court Street, Binghamton, New York 13901 (“*156 Solar*” and together with Dupli, collectively, the “*Company*”) and 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*”).

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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”) (bearing tax parcel identification number 118.-06-01.0) (the “*Building 2 Land*”), each in the City of Syracuse, New York (the “*City*”) (Building 1 Land together with Building 2 Land, collectively referred to as the “*Original*”).

Land"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 156 Solar Street LLC, the SPE for the Building 2 Project ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), 156 Solar will be a party to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, by resolutions adopted April 21, 2020 and October 20, 2020, the Agency authorized the Bifurcated Agreements to accommodate the Ownership Structure such that the applicable Bifurcated Agreements for the Building 2 Project will govern the Building 2 Project

consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); and

WHEREAS, 156 Solar is the current owner of the Land and the Facility. For the duration of this Dupli Building 2 Company Lease Dupli shall maintain a ninety (90) percent ownership interest in 156 Solar; and

WHEREAS, the Agency proposes to assist the Company's acquisition/continuation, construction and equipping of the Project Facility, and grant the Financial Assistance to the Project by, among other things: (1) appointing 156 Solar, 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 Dupli Building 2 Company Lease and acquiring an interest in the Equipment pursuant a bill of sale from each Dupli and 156 Solar; and (3) subleasing the Project Facility to the Company pursuant to the Dupli Building 2 Agency Lease; and

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

WHEREAS, all things necessary to constitute this Dupli Building 2 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 Dupli Building 2 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:

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development [Syracuse Consolidated Plan](http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf)
http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

**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 Dupli Building 2 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 Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020 between the Agency and the Company (the "*Dupli Building 2 Agency Lease*") as Exhibit "C" thereto except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Dupli Building 2 Company Lease, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "herein," "hereunder," and any similar terms as used in this Dupli Building 2 Company Lease refer to this Dupli Building 2 Company Lease; the term "heretofore" shall mean before and the term "hereafter" shall mean after the date of this Dupli Building 2 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

(a) Any certificates, letters, or opinions required to be given pursuant to this Dupli Building 2 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 Dupli Building 2 Company Lease.

(b) Unless otherwise so indicated, the term Company shall refer jointly to 156 Solar and Dupli.

**ARTICLE II
DEMISE; PREMISES; TERM**

2.1 DEMISE.

The Company hereby leases, or continues its lease, 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 are the Land and the Facility described in the recitals of this Dupli Building 2 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 December 1, 2020 and shall end on the expiration or earlier termination of the Dupli Building 2 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 Dupli Building 2 Agency Lease, this Dupli Building 2 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. At no time shall the Agency be required to determine, as amongst the Company, which entity has what interests, if any.

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.

Dupli and 156 Solar, each as noted or jointly as the Company, make the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) Dupli 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 Dupli Building 2 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 Dupli Building 2 Company Lease and the other Company Documents; and

(b) 156 Solar 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 Dupli Building 2 Company Lease and the other Franklin Company Documents and to carry out its obligations hereunder and thereunder, and has duly authorized the execution, delivery, and performance of this Dupli Building 2 Company Lease and the other Franklin Company Documents; and

(c) Each Dupli and 156 Solar for itself represent and covenant that, for each respectively, this Dupli Building 2 Company Lease and the other applicable Company Documents constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of Dupli and 156 Solar enforceable in accordance with their respective terms; and

(d) Dupli has, contemporaneously with the execution and delivery hereof, transferred fee title of the Project Facility to 156 Solar. During the term of the Dupli Building 2 Agency Lease, Dupli shall hold 90% of the membership interests in 156 Solar; and

(e) 156 Solar is the fee title owner of the Project Facility. 156 Solar shall remain the fee owner of the Project Facility for the term of the Dupli Building 2 Agency Lease unless otherwise consented to in writing by the Agency; and

(f) For the duration of the term hereof, and in accordance with the Agency's Uniform Tax Exemption Policy ("**UTEP**"), the Company shall incorporate and rent twenty percent (20%) of the residential units in the Project Facility at the annual 65% AMI rent limit for the City as designated annually by US Department of Housing and Urban Development ("**HUD**"), inclusive of utilities (the "**HUD Rates**") (collectively, the "**Rental Restrictions**"). Rental rates in the leases for these residential units must be tied to the annual HUD Rates. It is the Company's obligation to obtain the annual HUD Rates each year. Generally, the HUD Rates are published in or about June of each year; and

(g) Neither the execution and delivery of this Dupli Building 2 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, Dupli's or 156 Solar'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 either Dupli or 156 Solar is a party or by which either Dupli or 156 Solar or any of its respective 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.

(h) 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).

(i) 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.

(j) 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 Dupli Building 2 Agency Lease, this Dupli Building 2 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.

(k) The Company acknowledges, restates and affirms the obligations, representations, warranties and covenants set forth in Sections 2.2 and 11.12 of the Dupli Building 2 Agency Lease as if fully set forth herein.

(l) The Company shall be jointly and severally liable hereunder.

ARTICLE III DISPUTE RESOLUTION

3.1 GOVERNING LAW.

This Dupli Building 2 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) If to Dupli, to: Dupli Associates, LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D’Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

(c) If to 156 Solar, to: 156 Solar Street LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, 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 Dupli Building 2 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 Dupli Building 2 Company Lease contains the entire agreement between the parties and all prior negotiations and agreements are merged in this Dupli Building 2 Company Lease. This Dupli Building 2 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 Dupli Building 2 Company Lease, is not relying upon warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Dupli Building 2 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 Dupli Building 2 Company Lease.

4.5 BINDING EFFECT.

This Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease. The Company acknowledges and agrees that this Dupli Building 2 Company Lease and the Dupli Building 2 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, and 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease and this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 COUNTERPARTS; ELECTRONIC SIGNATURE

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.

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 Dupli Building 2 Company Lease, the Dupli Building 2 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 Dupli Building 2 Company Lease may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company and the Agency have duly executed this Dupli Building 2 Company Lease, as of the day and year first above written.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: 
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: 
Mark E. Lane, Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

IN WITNESS WHEREOF, the Company and the Agency have duly executed this Dupli Building 2 Company Lease, as of the day and year first above written.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 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 :
CHICAGO TITLE

Return To :
BOUSQUET HOLSTEIN PLLC
110 W FAYETTE ST STE 100
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

DUPLI ASSOCIATES LLC

First PARTY 2

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Index Type : Land Records

Instr Number : 2020-00050185

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee: \$80.50

Recording Pages : 7

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

Real Estate Transfer Tax

RETT # : 5705

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$80.50

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) : 12/22/2020

At (Recorded Time) : 2:08:38 PM



Doc ID - 041493710007

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

Record and Return to:
Susan R. Katzoff, Esq.
Bousquet Holstein PLLC
110 W. Fayette Street, Suite 1000
Syracuse, NY 13202

**MEMORANDUM OF
DUPLI BULIDNG 2
COMPANY LEASE AGREEMENT**

NAME AND ADDRESS OF LESSOR: Dupli Associates LLC
113 Court Street
Binghamton, New York 13901

156 Solar Street LLC
113 Court Street
Binghamton, New York 13901

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 December 1, 2020.

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 December, 2020.

DUPLI ASSOCIATES LLC

By: FS Development Associates, L.L.C, its Manager

By: _____

Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____

Mark E. Lane, Managing Member

**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 December, 2020.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager


By: _____
Mark E. Lane, Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

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

On the 4th day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARK E. LANE**, 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
STEPHANIE A. SMITH
Notary Public, State of New York
No. 01SM4995504
Qualified in Madison County
My Commission Expires April 27, 2022

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

On this ___ day of December, 2020, 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 ___ day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARK E. LANE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this 8th day of December, 2020, 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

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC505591
Commission Expires on Feb. 12, 2022

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 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. Row 1: 118.-06-01.0, 311500, 156 Solar Street, Syracuse, Onondaga.

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 (12/01/2020).

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

Form with multiple checkboxes (a-s) describing conditions of conveyance such as 'Conveyance of fee interest', 'Leasehold grant', etc.

Table for recording officer's use with columns: Amount received, Date received, and Transaction number. Includes sub-rows for Schedule B, Part 1 and Part 2.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) Exemption claimed
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0	00
2.	0	00
3.	0	00
4.	0	00
5.	0	00
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)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
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(8)-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.

Dupli Associates LLC, by FS Development Associates, LLC, its Manager  Mark E. Lane Grantor signature 156 Sailer Street LLC, By: Dupli Associates LLC, its Managing Member By: FS Development Associates, LLC, its Manager	Managing Member Title	City of Syracuse Industrial Development Agency Grantee signature Judith DeLaney	Executive Director Title
 Mark E. Lane Grantor signature	Managing Member 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.

Dupli Associates LLC, by FS Development Associates, LLC, its Manager _____ Mark E. Lane Grantor signature 156 Solar Street LLC, By: Dupli Associates LLC, its Managing Member By: FS Development Associates, LLC, its Manager _____ Mark E. Lane Grantor signature	Managing Member _____ Title Managing Member _____ Title	City of Syracuse Industrial Development Agency  _____ Grantee signature Judith DeLaney _____ Grantee signature	Executive Director _____ Title _____ 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 § 665(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

DUPLI ASSOCIATES LLC, a limited liability company organized under the laws of the State of New York with an office to conduct business at 1 Dupli Park Drive, Syracuse, New York 13204 (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, 7th 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 July 1, 2017 (the "**Agency Lease**"), and as listed on "**Exhibit A**" attached hereto.

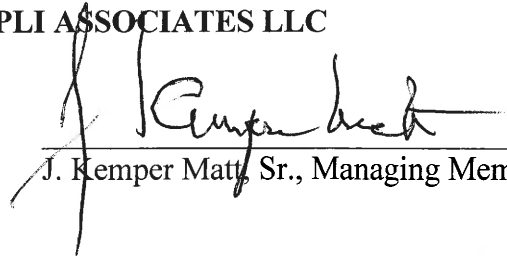
TO HAVE AND HOLD the same unto the Agency, its successors and assigns, forever.

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 July, 2017.

DUPLI ASSOCIATES LLC

By:



J. Kemper Matt, Sr., Managing Member

EXHIBIT "A"

DESCRIPTION OF THE EQUIPMENT

All articles of personal property, all machinery, apparatus, equipment, appliances, floor coverings, furniture, furnishings, supplies, materials, fittings and fixtures of every kind and nature whatsoever and all appurtenances acquired by **DUPLI ASSOCIATES 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 aid materials, motors, machinery; and together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor, and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

BILL OF SALE TO AGENCY

DUPLI ASSOCIATES LLC, a limited liability company organized under the laws of the State of New York with an office to conduct business at 113 Court Street, Syracuse, New York 13901 ("**Dupli**"), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by Dupli 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 Dupli, 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 Dupli in connection with the Project Facility, as described in the Dupli Building 2 Agency Lease by and among the Agency, Dupli and 156 Solar Street LLC, dated as December 1, 2020 ("**Dupli Building 2 Agency Lease**"), and as listed on "**Exhibit A**" attached hereto.

TO HAVE AND HOLD the same unto the Agency, its successors and assigns, forever.

Dupli 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 Dupli Building 2 Agency Lease, and that Dupli has the right to sell the same as aforesaid; and Dupli 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, Dupli 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 December, 2020.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____

Mark E. Lane, Managing Member

EXHIBIT “A”

DESCRIPTION OF THE EQUIPMENT

All articles of personal property, all machinery, apparatus, equipment, appliances, floor coverings, furniture, furnishings, supplies, materials, fittings and fixtures of every kind and nature whatsoever and all appurtenances acquired by either DUPLI ASSOCIATES LLC and now or hereafter attached to, contained in or used or acquired in connection with the Project Facility (as defined in the Dupli Building 1 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.

BILL OF SALE TO AGENCY

156 SOLAR STREET LLC, a limited liability company organized under the laws of the State of New York with an office to conduct business at 113 Court Street, Binghamton, New York 13901 ("**156 Solar**"), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by 156 Solar 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 156 Solar, 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 156 Solar in connection with the Project Facility, as described in the Dupli Building 2 Agency Lease by an and among the Agency, 156 Solar and Dupli Associates LLC, dated as December 1, 2020 ("**Dupli Building 2 Agency Lease**"), and as listed on "**Exhibit A**" attached hereto.

TO HAVE AND HOLD the same unto the Agency, its successors and assigns, forever.

156 Solar 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 Dupli Building 2 Agency Lease, and that 156 Solar has the right to sell the same as aforesaid; and 156 Solar 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, 156 Solar 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 December, 2020.

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: 

Mark E. Lane, Managing Member

EXHIBIT "A"

DESCRIPTION OF THE EQUIPMENT

All articles of personal property, all machinery, apparatus, equipment, appliances, floor coverings, furniture, furnishings, supplies, materials, fittings and fixtures of every kind and nature whatsoever and all appurtenances acquired by 156 SOLAR STREET LLC 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.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

AND

DUPLI ASSOCIATES LLC

AGENCY LEASE AGREEMENT

DATED AS OF JULY 1, 2017

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AGENCY LEASE AGREEMENT

THIS AGENCY LEASE AGREEMENT, dated as of July 1, 2017 (the "**Agency Lease**"), 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, 7th Floor, Syracuse, New York 13202 (the "**Agency**"), and **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive), Syracuse, New York 13204 (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 May 16, 2017, agreed, at the request of the Company to undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building ("**Building 1**"); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**"), each in the City of Syracuse, New York (the foregoing collectively referred to as the "**Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax

(except as limited by Section 874 of the General Municipal Law) (collectively the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, 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, construction 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 completing the Project; (2) accepting a leasehold interest in the Land and the Facility from the Company and a fee interest in the Equipment pursuant to a bill of sale from the Company; and (2) subleasing the Project Facility to the Company pursuant to this Agency Lease; and

WHEREAS, the Company is the current owner of the Land and the Facility and has leased the Land and the Facility to the Agency pursuant to the Company Lease Agreement dated as of July 1, 2017 (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 July 1, 2017 (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) This Project is located in a Highly Distressed Area (as that term is defined in the Act).

(e) 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.

(f) 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 and equip 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 help advance job opportunities, prosperity, the standard of living and help prevent economic deterioration.

(g) 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).

(h) 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.

(i) The Project will not have a significant effect on the environment" (within the meaning of such term as used in SEQRA) and the Company hereby covenants to comply with all mitigating measures, requirements and conditions, if any, enumerated in the SEQR Resolution under SEQRA applicable to the acquisition, construction 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.

(j) 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.

(k) 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.

(l) The acquisition, construction, reconstruction, renovation and equipping 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.

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

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

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

(p) 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.

(q) 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.

(p) 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.

(q) 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 Recapture Amount (as defined in Section 8.12(g) hereof), and shall, upon the Agency's request, immediately pay to the Agency any Recapture Amount, together with any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise, as provided in Section 8.12(g) hereof. The Company acknowledges and agrees that the failure of the Company to promptly pay such 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.

(r) The amount of State and local sales and use tax benefits comprising the Financial Assistance approved by the Agency shall not exceed \$31,300. The Company shall not request, obtain nor claim State and local sales and use tax exemptions in excess of this amount.

(s) The Company hereby acknowledges that the exemption from mortgage recording tax authorized by the Agency as part of the Financial Assistance is limited by Section 874 of the Act.

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 any manner not otherwise prohibited by this Agency Lease, the Company Lease and other Company Documents, provided that such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act.

ARTICLE IV

RECONSTRUCTION, RENOVATION, CONSTRUCTION AND EQUIPPING OF THE PROJECT

4.1 RECONSTRUCTION, RENOVATION, CONSTRUCTION AND EQUIPPING OF THE PROJECT FACILITY.

(a) The Company shall promptly construct and equip the Project Facility, all in accordance with the Plans and Specifications. 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 construction, reconstruction, renovation and equipping 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. The Company further agrees to complete and supply the Agency, quarterly, starting the first quarter following the date hereof, the "Contract Status Report" the form of which is attached hereto at **Exhibit "D"**. Failure to comply with any portion of Article 4 may result in the loss of all benefits provided to or for the benefit of the Project in the Agency's sole discretion.

(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 construct, 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 construction, 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 construction, 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 construction, 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 will proceed with due diligence to acquire, construct, reconstruct, renovate, equip and complete the Project Facility. Completion of the acquisition, construction, 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, 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 and to pay in full all costs of the construction, 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 construction, 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 construction, 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 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 the earlier of: (1) June 30, 2028 or (2) the early termination of this Agency Lease as provided herein.

(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 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.

(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 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 in 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.

(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 construction, 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 pro-forma statements Company previously provided to the Agency.

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, or 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.

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, the City 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 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 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 due to the Agency under this Agency Lease, the Company Lease and other Agency Documents. If the Net Proceeds of any Condemnation award are less than the amount necessary to pay any and all amounts 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 payable under this Agency Lease, the Company Lease 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.

During the term of this Agency Lease, 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, 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. Notwithstanding anything in this Section 8.5 to the contrary, the Company shall provide the Contract Status Report in accordance with Section 4.1 hereof.

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.

(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

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.

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 "F"**, and provide a fully executed copy to the Agency; and (ii) submit a completed Form ST-60 to the Agency for execution and filing with the New York State Department of Taxation and Finance.

(c) The Company acknowledges and agrees that an Additional Agent must be appointed as an agent of the Agency in order to avail itself of the Agency's sales and use tax exemption for purchases or rentals of equipment, tools and supplies with respect to the Project Facility.

(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 (the "*Recapture Amount*") consisting of State and local sales and use tax exemption in accordance with the Agency's Recapture Policy, a copy of which is attached hereto at **Exhibit "G"**, 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 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

(d) A transfer in contravention of Article 9 hereof;

(e) 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

(f) The Company shall generally not pay its debts as such debts become due or is unable to pay its debts as they become due.

(g) 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

(h) 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

(i) 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.

(j) 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; or
- 3) Terminate the PILOT Agreement;

4) 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

5) Seek to recover the recapture amount set forth in Article 8 hereof as well as any and all other components of Financial Assistance provided to the Company in accordance with the Agency's Recapture Policy.

(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.

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.

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, 7th Floor
Syracuse, New York 13202
Attn: Chairman

With a copy to:

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

(b) If to the Company, to:

Dupli Associates LLC
1 Dupli Park Drive
P.O. Box 11500
Syracuse, New York 13218

With a copy to:

McKenzie Hughes LLP
440 South Warren Street, Suite 400
Syracuse, New York 13202
Attn: Clayton Hale, 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.

11.9 SURVIVAL OF OBLIGATIONS.

(a) The obligations of the Company to repay, defend and/or provide the indemnity required by Section 8.2 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 Article 4 and Sections 2.2 8.4 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.

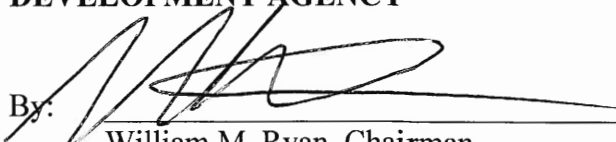
11.14 DISCLOSURE.

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.

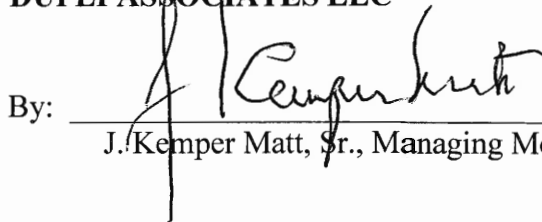
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IN WITNESS WHEREOF, the Agency and the Company have caused this Agency Lease to be executed in their respective names by their duly authorized representatives as of the day and year first written above.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

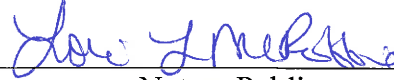
By: 
William M. Ryan, Chairman

DUPLI ASSOCIATES LLC

By: 
J. Kemper Matt, Sr., Managing Member

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

On the 18th day of July in the year 2017 before me, the undersigned, personally appeared **William M. Ryan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

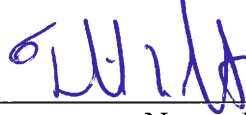


Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2018

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

On the 20th day of July in the year 2017 before me, the undersigned, personally appeared **J. Kemper Matt, Sr.**, 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

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123656
My Commission Expires March 14, 2021

EXHIBIT A

PARCEL A:

Parcel I:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a part of **Marsh Lots Nos. 37 and 38 of the Onondaga Salt Springs Reservation**, and known and described upon a map made by R. Griffin, Jr., and on file in the **Onondaga County Clerk's Office** as Lots Nos. 26 and 28 in Block No. 461 (formerly 261). Said lots being each about **33 feet front on Division Street** and extending by parallel lines southerly to the south line of said tract about 150 feet, **be the same more or less.**

Parcel II:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being more specifically known as Lot No. 30, Block 461 (formerly 261), Syracuse. Said lot being 33 feet front on Division Street and extending by parallel lines in a southerly direction to the south line of said tract. Said lot having a depth of 145 feet, more less.

Parcel III:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, State of New York, County of Onondaga, being part of Lots 37 and 38 of the 15 Acre Marsh Lots **Salina** being known as Lot No. 32, Block No. 461, Syracuse, according to a map made by R. Griffin, Jr., on file in the Onondaga County Clerk's Office, said lot being 33 feet on Division Street extending by parallel lines in a southerly direction about 145 feet to the south line of said tract being the same more or less.

Parcel IV:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of Marsh Lots Nos. 37 and 38 of the Onondaga Salt Springs Reservation, and known and described upon a map made by R. Griffin, Jr., and on file in the Onondaga County Clerk's Office as Lot Number Thirty-Four in Block Number Four Hundred and Sixty-One (formerly 261) and lot being thirty-three feet front on Division Street, and extending by parallel lines southerly to the south line of said tract, be the same more or less, about one hundred forty feet deep.

Parcel V:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lots Thirty-Eight (38) and Thirty-Nine (39) of the Onondaga Salt Springs Reservation, bounded and described as follows:

BEGINNING at the stone monument marking the intersection of the southerly line of West Division Street and the easterly line of Solar Street; running thence along the easterly line of Solar Street South 28° 09' 10" E. 144.35 feet to the south line of Block 461 extended marking the true point of beginning of the parcel hereafter described; thence along the southerly line of Block 461 North 61° 50' 50" E. a distance of 250.16 feet to a stake; thence along the center line of a brick wall and parallel to the westerly line of North Clinton Street South 28° 09' 10" E. 220.09 feet to lands owned by the New York Central and Hudson River Railroad Company acquired by deed recorded in the Onondaga County Clerk's Office June 8, 1905, in Book 360 of Deeds at Page 199; thence westerly along said lands of the New York Central and Hudson River Railroad Company to the east line of Solar Street; said course being more particularly described as follows: westerly along an arc to the left of radius 422.8 feet a distance of 65.66 feet to a point twelve and one-half (12'1/2) feet northerly from an iron rail monument measured at right angles to the southerly line of Marsh Lot No. 38; thence South 61° 50' 50" W. 112.73 feet parallel with said south line of said Marsh Lot No. 38; thence South 80° 59' 20" W. 76.21 feet to a point in the east line of Solar Street 33.41 feet northerly from the intersection of the south line of Marsh Lot 38 with the east line of Solar Street; thence North 28° 09' 10" W. along the east line of Solar Street 190.0 feet to the place of beginning.

TOGETHER WITH a right of way and easement for the passage of engines and cars over the following described premises situate in the City, County and State; beginning at the southeasterly corner of the foregoing described parcel at the intersection of the easterly line of said premises with the northerly line of said lands of the New York Central and Hudson River Railroad Company; thence North 28° 09' 10" W. 40 feet along the easterly line of the

foregoing premises; thence South 80° 28' 00" E.

97.93 feet to the point of intersection of said line with the arc of curve to the right of radius 422.8 feet, said arc being the northerly boundary of the said lands owned by the New York Central and Hudson River Railroad Company; thence southwesterly along said arc and along the northerly line of said land owned by the New York Central and Hudson River Railroad Company 80 feet to the place of beginning; together with the right and privilege to the second party at any time to enter upon the premises for the purposes of laying and maintaining, altering and repairing railroad tracks, switches and appliances thereon connecting with railroad tracks on the premises owned by the New York Central and Hudson River Railroad Company.

Parcel VI:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lots 37 and 38 of the Onondaga Salt Springs Reservation and known and described upon a map made by R. Griffin, Jr., as Lot 36 in Block Four Hundred and Sixty-One (formerly 261), said Lot being about forty-seven (47) feet front on Division Street and extending by parallel lines southerly to the south line of said tract about one hundred and forty (140) feet, be the same more or less.

Parcel VII:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lot Number Thirty-Eight and being more particularly described as follows:

BEGINNING at a stone monument at the point of intersection of the southerly line of West Division Street and the easterly line of Solar Street; thence southerly along the easterly line of Solar Street, one hundred and forty-four and one-tenth (144.1) feet to the northerly line of land belonging to the Syracuse Wall Paper Company; thence easterly along said northerly line about forty-two and three tenths (42.3) feet to the westerly line of the Walters Tract; thence northerly along said westerly line of the Walters Tract to the southerly line of said West Division Street; thence westerly along the southerly line of said West Division Street forty and twenty-two hundredths (40.22) feet to the place of beginning.

Also being described as **ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Syracuse, County of Onondaga and State of New York, more particularly described as follows:

BEGINNING at the intersection of the southerly line of West Division Street with the easterly line of Solar Street; running thence North 59° 47' 40" East a distance of 260.97 feet along the southerly line of Division Street to a point; thence South 28° 11' 35" East a distance of 153.70 feet to a point; thence South 61° 50' 50" West a distance of 10.79 feet to a point; thence South 28° 09' 10" East a distance of 220.09 feet to a point (said point being in a line of curve in the northerly line of lands of the New York Central and Hudson River Railroad); thence westerly and southerly on a curve to the left with a radius of 422.80 feet a distance of 65.66 feet along the northerly line of said railroad to a point of tangent; thence South 61° 50' 50" West a distance of 112.73 feet along the northerly line of said railroad to a point; thence South 80° 59' 20" West a distance of 76.21 feet along the northerly line of lands of said railroad to a point in the easterly line of Solar Street; thence North 28° 09' 10" West a distance of 334.35 feet along the easterly line of Solar Street to a point in the southerly line of West Division Street and the place of beginning.

The above described premises is more modernly and correctly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of

220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

PARCEL B:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc. and/or Borden, Inc. by the following 3 deeds:

1. From Borden's Milk Products Company, Inc. dated January 4, 1936, and recorded in the Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
- 2 From James A. Jacobs and Susan Jacobs dated July 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. From Woodstock Enterprises, Ltd. dated November 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

BEGINNING at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed to Borden, Inc. to the City of Syracuse for public purposes by deed recorded in the Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N. 28° 09' 10" W. along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N. 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 North Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 1' 48" and a chord bearing N. 67° 57' 44" E. 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along the last mentioned division line a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S. 28° 09' 10" E. along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence S. 61° 50' 50" W. along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Housing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S. 28° 09' 10" E. continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence S. 61° 50' 50" W. continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N. 28° 09' 10" W. along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence S. 61° 50' 50" W. along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S. 28° 09' 10" E. along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence S. 61° 50' 50" W. along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 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 **DUPLI ASSOCIATES 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 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 July 1, 2017, by and between the Agency and the Company, as the same may be amended or supplemented from time to time.

Application: means the application submitted by the Company to the Agency dated April 13, 2017, 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 Managing Member 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 July 1, 2017 in connection with the Equipment.

City: means the City of Syracuse.

Closing Date: means July 21, 2017.

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

Company: means Dupli Associates LLC, a limited liability company, organized and existing under the laws of the State of New York having an address at 1 Dupli Drive, P.O. Box 11500, Syracuse, New York 13218, 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 July 1, 2017 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.

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 July 1, 2017 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.

Governmental Authority: 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 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) and 156 Solar Street and Division Street W. 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 July 1, 2107 among the City, the Agency and the Company, as amended or supplemented from time to time.

Plans and Specifications: means the representations, plans and specifications, if any, and presented by the Company to the Agency in its application and any presentation relating to the construction, reconstruction, renovation and equipping of the Project Facility; and any 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 July 1, 2017 between the Company and the Agency setting forth rights and obligations of the parties with respect to the Financial Assistance.

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.

Resolution or Resolutions: means the Agency's resolutions adopted on May 16, 2017 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.

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 CONTRACT STATUS REPORT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Appendix II – Contract Status Report

To be submitted with a request for an extension of the Tax Exempt Certificate

It is a goal of SIDA to promote the use of local labor, contractors and suppliers for projects that receive agency support in the form of tax exemptions and/or bond financing. As part of its request to extend the valid date of the Agency's tax-exempt certificate for the _____ project, _____ (the Company) certifies that the following information regarding the construction and purchase activities undertaken for the project as of _____ (date) is true and correct.

Item	Bid Awarded to: (Name and Address)	Date and Value of Contract	Number of Jobs	
			Total	Local*
1. Site work/Demolition				
2. Foundation and footings				
3. Building				
4. Masonry				
5. Metals				
6. Wood/casework				
7. Thermal and moisture proof				
8. Doors, windows, glazing				
9. Finishes				
10. Electrical				
11. HVAC				
12. Plumbing				
13. Specialties				
14. Machinery and Equipment				
15. Furniture and Fixtures				
16. Utilities				
17. Paving				
18. Landscaping				
19. Other (identify)				

*The number of local jobs means those jobs held by people who live in the five counties in Central New York. This number is subject to verification.

Signature: _____ Name (printed): _____
 Title: _____ Date: _____

EXHIBIT "E"

FORM OF ANNUAL REPORTING REQUIREMENTS

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
201 East Washington Street, 7th Floor, Syracuse, New York 13202

Date

COMPANY
COMPANY ADDRESS

Dear _____:

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

Sale - Leaseback Financing

Project: _____

Date of Financing:

Principal Amount Financed:

Maturity Date:

Original Interest Rate:

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

Name of Lender

Debt Retired in [year] Yes/No

Debt Refinanced in [year] Yes/No

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

Debt in Default as of [date] Yes/No

Current Interest Rate(s)

Rate range, if Variable

Principal balance outstanding as of [date]

Principal payments made during [year]

Payments in Lieu of Taxes (PILOT)

paid in [year]

Total cost of goods/services purchased: \$ _____

New York State Sales Tax Exemptions Claimed [year]

New York Local Sales Tax Exemptions Claimed: [year]

New York State Mortgage Recording

Tax Exemption: [year]

Form of Syracuse Industrial Development Agency — Project Jobs Data [year]

From:

To: _____, CPAs

Re:

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

Full Time Equivalent (FTE) Jobs Created and Retained – [year]

- # of Current FTE Employees as of [closing date]
- # of FTE Jobs Created during [year]
- # of FTE Jobs Retained during [year]
- # of FTE Construction Jobs Created during [year]

Comments:

Signature

Print Name

Title

Date

EXHIBIT "F"

FORM OF SUB-AGENT AGREEMENT

THIS SUB-AGENT APPOINTMENT AGREEMENT (the "**Agreement**"), dated as of _____, 20__, is by and between **DUPLI ASSOCIATES LLC** (the "**Company**"), with a mailing address of 1 Dupli Park Drive, P.O. Box 11500, Syracuse, New York 13218 (the "**Company**"), and [NAME OF SUB-AGENT], 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 May 16, 2017 (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 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building ("**Building 1**"); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**"), each in the City of Syracuse, New York (the foregoing collectively referred to as the "**Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 sq. ft climbing gym and an approximately 6,000 sq. ft restaurant in the northwest corner of Building 1 (collectively, the "**Facility**"); (iii) the acquisition and installation in and at Building of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, 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 July 1, 2017 (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 an Agency Agreement dated as of May 16, 2017 (the “*Agency 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 covenants, agrees and acknowledges:

a. 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).

b. 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”**.

c. that the failure of the Sub-Agent to promptly pay such Recapture Amount 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.

d. 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.

e. 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: Dupli Associates LLC Project, 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) and 156 Solar Street and Division Street W., IDA Project Number: 31021709.

f. 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.

g. 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.

h. 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.

i. 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.

j. The Sub-Agent agrees Local contractors and suppliers will be used for the construction and equipping of the Project unless a waiver is first received from the Agency in writing. Such waiver shall be in the Agency's sole discretion. The Sub-Agent agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project. Local shall mean, for the purposes of this Agreement, Onondaga, Oswego, Madison, Cayuga, Cortland and Oneida Counties. Failure to comply with the local labor requirements of this Section (j) (collectively, the "**Local Labor Requirements**") may result in the revocation or recapture of benefits provided/approved to the Project by the Agency.

k. 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.

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

m. 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) 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.

n. 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 duty authorized officers, all as of the day and year first above written.

DUPLI ASSOCIATES LLC

By: _____
J. Kemper Matt, Sr., Managing Member

[NAME OF SUB-AGENT]

By: _____
Name:
Title:

EXHIBIT "A"
to Sub-Agent Agreement

FORM ST-123



**IDA Agent or Project Operator
Exempt Purchase Certificate**

Effective for projects beginning on or after June 1, 2014

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 OSC number)	
Street address of project site		
City, town, or village	State	ZIP code
Enter the date that you were appointed agent or project operator (month/day/yy)	/	/
Enter the date that agent or project operator status ends (month/day/yy)	/	/

Exempt purchases

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

- A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project.
- B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project.
- C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle.

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

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

Instructions

To the purchaser

You may use Form ST-123 if you:

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

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

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

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

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

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

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

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

Exempt purchases

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

- 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 64, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



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

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



Sales Tax Information Center: (518) 485-2889

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



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

SCHEDULE "A"
to Sub-Agent Agreement

RECAPTURE POLICY

City of Syracuse
Industrial Development Agency
201 East Washington Street, 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:

- a) To which the project was not entitled;
- b) In excess of the amounts authorized by the Agency;
- c) For property or services not authorized by the Agency; and/or
- d) For a project that has failed to comply with a material term or condition to use the property or services in the manner required by any of the project documents between the company and the Agency.

The approving resolution(s) and project documents granting financial assistance in the form of State sales and use tax exemption benefits shall include the terms and conditions of the foregoing recapture provision. Within thirty (30) days of the recapture, the recapture amount shall be remitted to the New York State Department of Taxation and Finance. Such remittances shall include interest, at the legal rate, imposed by the Agency. The failure to pay over such amounts to the Agency shall be grounds for the New York State Tax Commissioner to assess and

determine State sales and use taxes due from the company under article twenty-eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

In order to determine if one of the foregoing events have occurred (a “*State Mandated Recapture Event*”) and to effectuate this recapture of New York State sales and use tax benefits the Agency shall:

- a) Keep records of the New York State and local sales tax exemptions provided to each project, with such records available to the New York State Tax Commissioner upon request.
- b) Report within thirty days of providing any financial assistance in the form of a sales and use tax exemption, the project, the estimated amount of the exemption and other information as may be required by the New York State Tax Commissioner (Form ST-60).
- c) The Agency shall file an annual report with the New York State Tax Commissioner detailing its terms and conditions and its activities in recapturing any unauthorized New York State sales and use tax exemptions.

III. SUSPENSION, DISCONTINUATION, RECAPTURE AND TERMINATION OF OTHER FORMS OF FINANCIAL ASSISTANCE

With respect to all other financial assistance provided to a project (other than the State portion of sales and use tax exemptions) the Agency shall have the right to suspend, discontinue, recapture or terminate financial assistance to any company for a project to the extent that:

- a) for projects that utilized local sales and use tax exemptions, the project was not entitled to such exemptions, such exemptions were in excess of the amounts authorized by the Agency, and/or such exemptions were for property or services not authorized by the Agency (each, a “*Local Sales Tax Benefit Violation*”);
- b) the company, upon completion of the project, fails to reach and maintain at least 85 percent of its employment requirements for job creation and/or retention (“*Job Deficit*”);
- c) the total investment actually made with respect to the project at the project’s completion date is less than 85 percent of its investment requirement (“*Investment Deficit*”);
- d) the company fails to provide annually to the Agency certain information to confirm that the project is achieving the investment, job retention, job creation, and other objectives of the Project (“*Reporting Failure*”); or

- e) there otherwise occurs any event of default under any project document (each, an “Event of Default”) or a material violation of the terms and conditions of any project document (a “*Material Violation*”).

IV. ANNUAL ASSESSMENT

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency’s attention, whether a State Mandated Recapture Event, a Local Sales Tax Benefit Violation, Job Deficit, Investment Deficit, Reporting Failure Event of Default or Material Violation (each a “*Noncompliance Event*”) has occurred. Notwithstanding the foregoing, the Agency may determine whether an Event of Default has occurred pursuant to any project document in accordance with the terms of the project document.

At the time of any Noncompliance Event (other than a State Mandated Recapture Event), the Agency shall determine by resolution whether to exercise its right to suspend, discontinue, recapture or terminate all or any portion of the financial assistance provided to a project, and shall consider the following in making its determination:

- a) Whether the company has proceeded in good faith.
- b) Whether the project has not performed as required due to economic issues, changes in market conditions or adverse events beyond the control of the company.
- c) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create a more adverse situation for the company, such as the company going out of business or declaring bankruptcy, which would not occur if the Agency’s rights were not exercised.
- d) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create an adverse situation for the residents of the City of Syracuse.
- e) The assessment prepared in accordance with the Agency’s Annual Assessment Policy.
- f) Such other criteria as the Agency shall determine is a relevant factor in connection with any decision regarding the exercise of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance.

The Agency shall document its evaluation of the above criteria in writing and based upon its evaluation, the Agency shall determine whether to suspend, discontinue, recapture or terminate all or any portion of the financial assistance (the “*Determination*”). The Determination shall provide terms, if any, by which a company may remedy any Noncompliance Event (other than a State Mandated Recapture Event) upon which the Determination was based. The

company must submit written documentation to the Agency of compliance with all terms and conditions of the Determination in order for the Agency to consider whether to resume financial assistance to the company (which will be at the Agency's sole discretion).

The project agreement entered into between the Agency and the company (the "*Project Agreement*") shall include the terms and conditions of the foregoing provisions. The Agency shall also include in the Project Agreement a requirement that the company comply with the Agency's right to suspend, discontinue, recapture or terminate the financial assistance and that the company shall repay all or a portion of the financial assistance granted by the Agency to the company pursuant to any Determination.

Any such amount constituting local tax exemptions shall be redistributed to the appropriate affected tax jurisdictions, unless agreed to otherwise by any local taxing jurisdiction.

IV. RECAPTURE PERIOD

Except as otherwise provided by the General Municipal Law, the recapture period will be the longer of: (1) the term of the Lease Agreement; or (2) five years following the project's completion date. A project will remain "active" for purposes of Section 874(12) of General Municipal Law and the Agency's Annual Assessment Policy during the term of the Project Agreement.

Adopted: June 21, 2016

EXHIBIT "G"
RECAPTURE POLICY

City of Syracuse
Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

RECAPTURE POLICY

I. STATEMENT OF PURPOSE

The City of Syracuse Industrial Development Agency (the “Agency”) has adopted this Recapture Policy (the “*Recapture Policy*”) in accordance with Sections 874(10) and 874(11) of the New York State General Municipal Law. This Recapture Policy shall be consistent with and in compliance with the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “*Enabling Act*”) and Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (said Chapter and the Enabling Act being hereinafter collectively referred to as the “*Act*”), and any other applicable law.

II. MANDATORY RECAPTURE OF THE NEW YORK STATE PORTION OF SALES AND USE TAX

The Agency shall recapture from project applicants New York State sales and use tax benefits, in accordance with the provisions of the General Municipal Law, from projects that utilized State sales and use tax exemptions:

- e) To which the project was not entitled;
- f) In excess of the amounts authorized by the Agency;
- g) For property or services not authorized by the Agency; and/or
- h) For a project that has failed to comply with a material term or condition to use the property or services in the manner required by any of the project documents between the company and the Agency.

The approving resolution(s) and project documents granting financial assistance in the form of State sales and use tax exemption benefits shall include the terms and conditions of the foregoing recapture provision. Within thirty (30) days of the recapture, the recapture amount shall be remitted to the New York State Department of Taxation and Finance. Such remittances shall include interest, at the legal rate, imposed by the Agency. The failure to pay over such amounts to the Agency shall be grounds for the New York State Tax Commissioner to assess and

determine State sales and use taxes due from the company under article twenty-eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

In order to determine if one of the foregoing events have occurred (a “*State Mandated Recapture Event*”) and to effectuate this recapture of New York State sales and use tax benefits the Agency shall:

- d) Keep records of the New York State and local sales tax exemptions provided to each project, with such records available to the New York State Tax Commissioner upon request.
- e) Report within thirty days of providing any financial assistance in the form of a sales and use tax exemption, the project, the estimated amount of the exemption and other information as may be required by the New York State Tax Commissioner (Form ST-60).
- f) The Agency shall file an annual report with the New York State Tax Commissioner detailing its terms and conditions and its activities in recapturing any unauthorized New York State sales and use tax exemptions.

III. SUSPENSION, DISCONTINUATION, RECAPTURE AND TERMINATION OF OTHER FORMS OF FINANCIAL ASSISTANCE

With respect to all other financial assistance provided to a project (other than the State portion of sales and use tax exemptions) the Agency shall have the right to suspend, discontinue, recapture or terminate financial assistance to any company for a project to the extent that:

- f) for projects that utilized local sales and use tax exemptions, the project was not entitled to such exemptions, such exemptions were in excess of the amounts authorized by the Agency, and/or such exemptions were for property or services not authorized by the Agency (each, a “*Local Sales Tax Benefit Violation*”);
- g) the company, upon completion of the project, fails to reach and maintain at least 85 percent of its employment requirements for job creation and/or retention (“*Job Deficit*”);
- h) the total investment actually made with respect to the project at the project’s completion date is less than 85 percent of its investment requirement (“*Investment Deficit*”);
- i) the company fails to provide annually to the Agency certain information to confirm that the project is achieving the investment, job retention, job creation, and other objectives of the Project (“*Reporting Failure*”); or

- j) there otherwise occurs any event of default under any project document (each, an “Event of Default”) or a material violation of the terms and conditions of any project document (a “*Material Violation*”).

IV. ANNUAL ASSESSMENT

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency’s attention, whether a State Mandated Recapture Event, a Local Sales Tax Benefit Violation, Job Deficit, Investment Deficit, Reporting Failure Event of Default or Material Violation (each a “*Noncompliance Event*”) has occurred. Notwithstanding the foregoing, the Agency may determine whether an Event of Default has occurred pursuant to any project document in accordance with the terms of the project document.

At the time of any Noncompliance Event (other than a State Mandated Recapture Event), the Agency shall determine by resolution whether to exercise its right to suspend, discontinue, recapture or terminate all or any portion of the financial assistance provided to a project, and shall consider the following in making its determination:

- g) Whether the company has proceeded in good faith.
- h) Whether the project has not performed as required due to economic issues, changes in market conditions or adverse events beyond the control of the company.
- i) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create a more adverse situation for the company, such as the company going out of business or declaring bankruptcy, which would not occur if the Agency’s rights were not exercised.
- j) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create an adverse situation for the residents of the City of Syracuse.
- k) The assessment prepared in accordance with the Agency’s Annual Assessment Policy.
- l) Such other criteria as the Agency shall determine is a relevant factor in connection with any decision regarding the exercise of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance.

The Agency shall document its evaluation of the above criteria in writing and based upon its evaluation, the Agency shall determine whether to suspend, discontinue, recapture or terminate all or any portion of the financial assistance (the “*Determination*”). The Determination shall provide terms, if any, by which a company may remedy any Noncompliance Event (other than a State Mandated Recapture Event) upon which the Determination was based. The

company must submit written documentation to the Agency of compliance with all terms and conditions of the Determination in order for the Agency to consider whether to resume financial assistance to the company (which will be at the Agency's sole discretion).

The project agreement entered into between the Agency and the company (the "*Project Agreement*") shall include the terms and conditions of the foregoing provisions. The Agency shall also include in the Project Agreement a requirement that the company comply with the Agency's right to suspend, discontinue, recapture or terminate the financial assistance and that the company shall repay all or a portion of the financial assistance granted by the Agency to the company pursuant to any Determination.

Any such amount constituting local tax exemptions shall be redistributed to the appropriate affected tax jurisdictions, unless agreed to otherwise by any local taxing jurisdiction.

IV. RECAPTURE PERIOD

Except as otherwise provided by the General Municipal Law, the recapture period will be the longer of: (1) the term of the Lease Agreement; or (2) five years following the project's completion date. A project will remain "active" for purposes of Section 874(12) of General Municipal Law and the Agency's Annual Assessment Policy during the term of the Project Agreement.

Adopted: June 21, 2016

**MEMORANDUM OF
AGENCY LEASE AGREEMENT**

NAME AND ADDRESS OF LESSOR: City of Syracuse Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, New York 13202

NAME AND ADDRESS OF LESSEE: Dupli Associates LLC
600 Franklin Street N to Solar Street
(a/k/a 1 Dupli Park Dr.)
Syracuse, New York 13204

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 July 1, 2017

TERM OF AGENCY LEASE AGREEMENT:

The term of the Agency Lease Agreement shall commence as of May 1, 2017 and continue in full force and effect until the earlier of: (1) June 30, 2028; or (2) an earlier termination in accordance with the terms of the Agency Lease Agreement.

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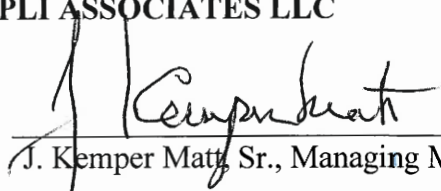
IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 20th day of July, 2017.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

William M. Ryan, Chairman

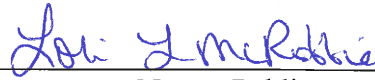
DUPLI ASSOCIATES LLC

By: 

J. Kemper Matt, Sr., Managing Member

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

On this 18th day of July, 2017, before me, the undersigned, personally appeared, **WILLIAM M. RYAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

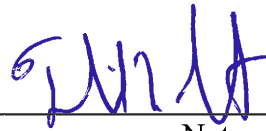


Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2018

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

On this 20th day of July, 2017, before me, the undersigned, personally appeared, **J. KEMPER MATT, SR.**, 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

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123666
My Commission Expires March 14, 2021

EXHIBIT A

PARCEL A:

Parcel I:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a part of **Marsh Lots Nos. 37 and 38 of the Onondaga Salt Springs Reservation**, and known and described upon a map made by R. Griffin, Jr., and on file in the **Onondaga County Clerk's Office** as Lots Nos. 26 and 28 in Block No. 461 (formerly 261). Said lots **being each about 33 feet front on Division Street** and extending by parallel lines southerly to the south line of said tract about 150 feet, **be the same more or less.**

Parcel II:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being more specifically known as Lot No. 30, Block 461 (formerly 261), Syracuse. Said lot being 33 feet front on Division Street and extending by parallel lines in a southerly direction to the south line of said tract. Said lot having a depth of 145 feet, more less.

Parcel III:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, State of New York, County of Onondaga, being part of Lots 37 and 38 of the 15 Acre Marsh Lots **Salina** being known as Lot No. 32, Block No. 461, Syracuse, according to a map made by R. Griffin, Jr., on file in the Onondaga County Clerk's Office, said lot being 33 feet on Division Street extending by parallel lines in a southerly direction about 145 feet to the south line of said tract being the same more or less.

Parcel IV:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of Marsh Lots Nos. 37 and 38 of the Onondaga Salt Springs Reservation, and known and described upon a map made by R. Griffin, Jr., and on file in the Onondaga County Clerk's Office as Lot Number Thirty-Four in Block Number Four Hundred and Sixty-One (formerly 261) and lot being thirty-three feet front on Division Street, and extending by parallel lines southerly to the south line of said tract, be the same more or less, about one hundred forty feet deep.

Parcel V:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lots Thirty-Eight (38) and Thirty-Nine (39) of the Onondaga Salt Springs Reservation, bounded and described as follows:

BEGINNING at the stone monument marking the intersection of the southerly line of West Division Street and the easterly line of Solar Street; running thence along the easterly line of Solar Street South 28° 09' 10" E. 144.35 feet to the south line of Block 461 extended marking the true point of beginning of the parcel hereafter described; thence along the southerly line of Block 461 North 61° 50' 50" E. a distance of 250.16 feet to a stake; thence along the center line of a brick wall and parallel to the westerly line of North Clinton Street South 28° 09' 10" E. 220.09 feet to lands owned by the New York Central and Hudson River Railroad Company acquired by deed recorded in the Onondaga County Clerk's Office June 8, 1905, in Book 360 of Deeds at Page 199; thence westerly along said lands of the New York Central and Hudson River Railroad Company to the east line of Solar Street; said course being more particularly described as follows: westerly along an arc to the left of radius 422.8 feet a distance of 65.66 feet to a point twelve and one-half (12 1/2) feet northerly from an iron rail monument measured at right angles to the southerly line of Marsh Lot No. 38; thence South 61° 50' 50" W. 112.73 feet parallel with said south line of said Marsh Lot No. 38; thence South 80° 59' 20" W. 76.21 feet to a point in the east line of Solar Street 33.41 feet northerly from the intersection of the south line of Marsh Lot 38 with the east line of Solar Street; thence North 28° 09' 10" W. along the east line of Solar Street 190.0 feet to the place of beginning.

TOGETHER WITH a right of way and easement for the passage of engines and cars over the following described premises situate in the City, County and State; beginning at the southeasterly corner of the foregoing described parcel at the intersection of the easterly line of said premises with the northerly line of said lands of the New York Central and Hudson River Railroad Company; thence North 28° 09' 10" W. 40 feet along the easterly line of the

foregoing premises; thence South 80° 28' 00" E.

97.93 feet to the point of intersection of said line with the arc of curve to the right of radius 422.8 feet, said arc being the northerly boundary of the said lands owned by the New York Central and Hudson River Railroad Company; thence southwesterly along said arc and along the northerly line of said land owned by the New York Central and Hudson River Railroad Company 80 feet to the place of beginning; together with the right and privilege to the second party at any time to enter upon the premises for the purposes of laying and maintaining, altering and repairing railroad tracks, switches and appliances thereon connecting with railroad tracks on the premises owned by the New York Central and Hudson River Railroad Company.

Parcel VI:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lots 37 and 38 of the Onondaga Salt Springs Reservation and known and described upon a map made by R. Griffin, Jr., as Lot 36 in Block Four Hundred and Sixty-One (formerly 261), said Lot being about forty-seven (47) feet front on Division Street and extending by parallel lines southerly to the south line of said tract about one hundred and forty (140) feet, be the same more or less.

Parcel VII:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lot Number Thirty-Eight and being more particularly described as follows:

BEGINNING at a stone monument at the point of intersection of the southerly line of West Division Street and the easterly line of Solar Street; thence southerly along the easterly line of Solar Street, one hundred and forty-four and one-tenth (144.1) feet to the northerly line of land belonging to the Syracuse Wall Paper Company; thence easterly along said northerly line about forty-two and three tenths (42.3) feet to the westerly line of the Walters Tract; thence northerly along said westerly line of the Walters Tract to the southerly line of said West Division Street; thence westerly along the southerly line of said West Division Street forty and twenty-two hundredths (40.22) feet to the place of beginning.

Also being described as **ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Syracuse, County of Onondaga and State of New York, more particularly described as follows:

BEGINNING at the intersection of the southerly line of West Division Street with the easterly line of Solar Street; running thence North 59° 47' 40" East a distance of 260.97 feet along the southerly line of Division Street to a point; thence South 28° 11' 35" East a distance of 153.70 feet to a point; thence South 61° 50' 50" West a distance of 10.79 feet to a point; thence South 28° 09' 10" East a distance of 220.09 feet to a point (said point being in a line of curve in the northerly line of lands of the New York Central and Hudson River Railroad); thence westerly and southerly on a curve to the left with a radius of 422.80 feet a distance of 65.66 feet along the northerly line of said railroad to a point of tangent; thence South 61° 50' 50" West a distance of 112.73 feet along the northerly line of said railroad to a point; thence South 80° 59' 20" West a distance of 76.21 feet along the northerly line of lands of said railroad to a point in the easterly line of Solar Street; thence North 28° 09' 10" West a distance of 334.35 feet along the easterly line of Solar Street to a point in the southerly line of West Division Street and the place of beginning.

The above described premises is more modernly and correctly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of

220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

PARCEL B:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc. and/or Borden, Inc. by the following 3 deeds:

1. From Borden's Milk Products Company, Inc. dated January 4, 1936, and recorded in the Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
- 2 From James A. Jacobs and Susan Jacobs dated July 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. From Woodstock Enterprises, Ltd. dated November 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

BEGINNING at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed to Borden, Inc. to the City of Syracuse for public purposes by deed recorded in the Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N. 28° 09' 10" W. along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N. 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast an lands of 667 North Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 1' 48" and a chord bearing N. 67° 57' 44" E. 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along the last mentioned division line a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S. 28° 09' 10" E. along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence S. 61° 50' 50" W. along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Housing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S. 28° 09' 10" E. continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence S. 61° 50' 50" W. continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N. 28° 09' 10" W. along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence S. 61° 50' 50" W. along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S. 28° 09' 10" E. along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence S. 61° 50' 50" W. along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 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

Recording office time stamp

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

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) City of Syracuse Industrial Development Agency Mailing address 201 East Washington Street, 7th Floor City State ZIP code Syracuse NY 13202 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 52-1380308 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) Dupli Associates LLC Mailing address 600 Franklin Street N. to Solar St. (a/k/a 1 Dupli Park Dr.) City State ZIP code Syracuse NY 13204 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN 16-1545537 Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
118-06-08.0 118-06-01.0	311500	600 Franklin Street N. to Solar Street 156 Solar Street & Division Street W.	Syracuse	Onondaga

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; text-align: center; width: 100%;"> <tr> <td style="width: 33%;">07</td> <td style="width: 33%;">01</td> <td style="width: 33%;">2017</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	07	01	2017	month	day	year	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
07	01	2017							
month	day	year							

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	i. <input type="checkbox"/> Option assignment or surrender m. <input type="checkbox"/> Leasehold assignment or surrender n. <input checked="" type="checkbox"/> Leasehold grant
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	o. <input type="checkbox"/> Conveyance of an easement
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state r. <input type="checkbox"/> Conveyance pursuant to divorce or separation s. <input type="checkbox"/> Other (describe) _____

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
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Schedule B – Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <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 II – 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 I, 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 III – Explanation of exemption claimed on Part I, line 1 (check any 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, the state of New York, 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, section 1401(e) (attach documents supporting such claim) ...See Schedule "A"..... k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. 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 12205-5045.

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)

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

I (we) certify that: (check the appropriate box)

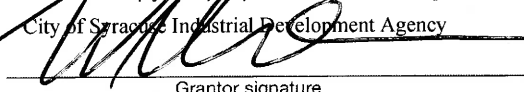
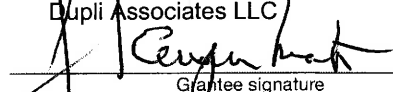
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property 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.
 - 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).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 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.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 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.

- 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 certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his 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 or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) 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 his/her 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.

<p>City of Syracuse Industrial Development Agency</p>  <p>_____ Grantor signature William M. Ryan</p>	<p>Dupli Associates LLC</p>  <p>_____ Grantee signature J. Kemper Matt, Sr.</p>	<p>Managing Member</p> <p>_____ Title</p>	
<p>_____ Grantor signature</p>	<p>_____ Title</p>	<p>_____ Grantee signature</p>	<p>_____ Title</p>

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked 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 or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 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 II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers 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, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 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, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (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, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please 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 page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (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, section 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 the state of New York, 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.

**FIRST AMENDMENT TO
AGENCY LEASE AGREEMENT**

THIS FIRST AMENDMENT TO THE AGENCY LEASE AGREEMENT, (the "**First Amendment**") made as of the 1 day of December, 2020 (the "**Effective Date**"), 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 **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (the "**Company**"), amending that certain Agency Lease Agreement dated as of July 1, 2017 by and between the Agency and the Company (the "**First Agency Lease**") and together with this First Amendment, collectively the "**Original Agency Lease**").

WITNESSETH:

THE MEANING OF CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN
SHALL HAVE THE MEANINGS ATTACHED TO THEM IN THE FIRST AGENCY LEASE.

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, the Enabling Act further authorizes each such agency to acquire property by lease, lease 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 thereof; and

WHEREAS, at the request of Dupli Associates, LLC (the "**Company**"), by resolution dated May 16, 2017 (the "**Original Inducement Resolution**") the Agency undertook a project (the "**Original Project**") consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0) (the "**Building 1 Land**"); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0) (the "**Building 2 Land**"), each in the City of Syracuse, New York (the "**City**") (Building 1 Land together with Building 2 Land, collectively referred to as the "**Original Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an

approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in July 2017, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Original Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, the Company and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, the First Agency Lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, by supplemental application dated February 4, 2020 (the "**Application**"), the Company requested the Agency revise the Original Project (the "**Project**") as follows: (A)(i) the continuation of an interest in the Original Land; (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); and approximately 3,500 sq.ft. of retail space (collectively, the "**Building 1 Facility**"); and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "**Building 2 Facility**" and together with the Building 1 Facility, collectively, the "**Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facilities by the Agency pursuant to a lease agreement and the acquisition of an interest in the

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%20001-06-2016.pdf

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, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 600 Franklin Owner LLC, the SPE for the Building 1 Project ("**600 Franklin**") and 156 Solar Street LLC ("**156 Solar**"), the SPE for the Building 2 Project. 600 Franklin will be a party to the Bifurcated Agreements for the Building 1 Project and 156 Solar will be a part to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, by resolution adopted October 20, 2020, the Agency authorized the Bifurcation Agreements to accommodate the Ownership Structure requirements; and

WHEREAS, Dupli is the current owner of the Land and the Facility but contemporaneously with the execution and delivery of the Dupli Building 1 Agency Lease (as defined herein), Dupli shall transfer fee ownership of the Building 1 Land and the Building 1 Facility and all improvements thereon to 600 Franklin, in which Dupli has and shall continue to have for the duration of the Dupli Building 1 Agency Lease, a 90% membership interest; and

WHEREAS, this First Amendment is in accordance with Section 11.4 of the Original Agency Lease and reflects the amendments and other changes set forth herein; and

WHEREAS, the Company represents and warrants that there is no event of default under the Original Lease Documents or any other Company Document and all such documents are in full force and effect; and

WHEREAS, it is the intent of the parties hereto that the First Agency Lease be bifurcated into two separate leases to provide for the Ownership Structure.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein set forth, and in accordance with Section 11.4 of the Original Agency Lease, the Agency and the Company hereby agree as follows:

1.0 RECITALS.

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

2.0 AMENDMENTS

(1) The parties agree, as of and following the Effective Date hereof, to bifurcate the First Agency Lease into two leases, each lease controlling the parties' rights and obligations with respect to a portion of the Project relative to *either* Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "***Building 1 Project***") or Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "***Building 2 Project***"), as applicable, by: (i) executing and delivering the lease agreement attached hereto at **Exhibit "A"** continuing the parties' interests in the Building 1 Project, adding the applicable SPE as a party to the lease and evidencing each of the parties' rights and obligations with respect thereto (the "***Dupli Building 1 Agency Lease***"); and (ii) executing and delivering the lease agreement attached hereto at **Exhibit "B"** continuing the parties' interests in the Building 2 Project, adding the applicable SPE as a party to the lease and evidencing each of the parties' and evidencing their rights and obligations with respect thereto (the "***Dupli Building 2 Agency Lease***").

(2) Section 11.1 (b) of the First Agency Lease shall be is deleted in its entirety and replaced with the following:

(b) If to the Company, to:

Dupli Associates, LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to:

Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

3.0 INCORPORATION OF AMENDMENTS IN COMPANY DOCUMENTS AND AGENCY DOCUMENTS.

Notwithstanding anything herein to the contrary, or anything to the contrary in any other Company Document or Agency Document, the parties agree and consent to the changes made

herein being incorporated into each and every other Company Document and Agency Document by reference without any further action or ratification by the parties thereto.

4.0 INTENT OF PARTIES.

To eliminate any doubt, it is the explicit intent of the parties hereto that as of and following the Effective Date hereof, the Dupli Building 1 Agency Lease shall govern the rights and responsibilities of the parties with respect to the Building 1 Project and the Dupli Building 2 Agency Lease shall govern the rights and responsibilities of the parties with respect to the Building 2 Project.

5.0 RATIFICATION OF FIRST AGENCY LEASE.

(a) The Agency and the Company agree that all of the other terms, covenants and conditions of the First Agency Lease, except as amended herein, are hereby ratified and confirmed and, as herein modified and amended, shall remain in full force and effect, and each term, covenant and condition shall apply to this First Amendment as if it were fully set forth herein, including but not limited to, Sections 8.2 and 11.11.

(b) This First Amendment amends and supplements the First Agency Lease, as and to the extent set forth herein and is executed in accordance with Section 11.4 of the First Agency Lease. This First Amendment forms a part of the First Agency Lease, and all the terms and conditions contained herein shall be deemed a part of the terms and conditions of the First Agency Lease for any and all purposes and the respective rights, duties and obligations under the First Agency Lease of the Agency and the Company shall be determined, exercised and enforced under the First Agency Lease, as amended by this First Amendment. References to the First Agency Lease in the Agency and Company Documents shall be deemed to refer to the First Agency Lease, as amended by this First Amendment, and the First Agency Lease, as so amended and supplemented hereby, shall be read, taken and construed as one in the same instrument. The Agency and the Company hereby ratify and confirm the terms, conditions and covenants set forth in the First Agency Lease, as amended by this First Amendment.

(c) Each the Company and the Agency confirm and restate their respective representations and covenants contained in the First Agency Lease, as amended by the First Amendment.

(d) This First Amendment shall inure to the benefit of, and shall be binding upon the Agency and the Company, and their respective successors and assigns.

5.0 EFFECTIVE DATE.

This First Amendment shall be effective as of December 1, 2020 (the “*Effective Date*”).

6.0 INVALIDITY.

If any part, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of

this First Amendment shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such part, 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 First Amendment 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.

7.0 NON-RECOURSE.

(a) All covenants, stipulations, promises, agreements and obligations of the Agency contained in this First Amendment and the other documents and instruments executed and/or delivered connected therewith shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in the this First Amendment or the other documents and instruments executed and/or delivered connected therewith or any documents supplemental hereto, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Agency, or of any successor public benefit corporation or political subdivision, or any person executing this First Amendment or the other documents and instruments executed and/or delivered connected therewith, either directly or through the Agency or any successor public benefit corporation or political subdivision, it being expressly understood that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Agency or of any such successor public benefit corporation or political subdivision, or any person executing this First Amendment and the other documents and instruments executed and/or delivered connected therewith, because of or by reason of the obligations, covenants or agreements contained in therein or implied therefrom.

(b) Nothing contained herein shall be construed to increase in any material respect the rights of the Agency under the Original Agency Lease or decrease in any material respect the rights of the Agency thereunder.

8.0 AUTHORITY.

Each of the Agency and the Company represents and warrants that it has the requisite power and authority to enter into and execute this First Amendment.

9.0 COUNTERPARTS; ELECTRONIC SIGNATURE.

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.

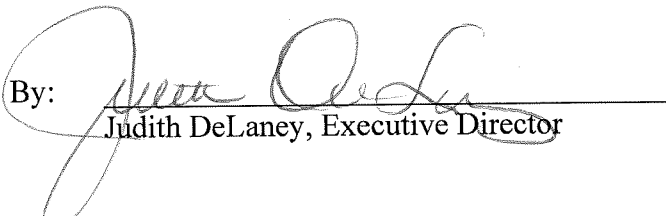
10.0 GOVERNING LAW.

This First Amendment shall be governed by and construed in accordance with the laws of the State of New York. Venue of any action or proceeding hereunder shall be in the respective State or Federal court located in Onondaga County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency and the Company have caused this Dupli Building 1 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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the Agency and the Company have caused this Dupli Building 1 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

DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

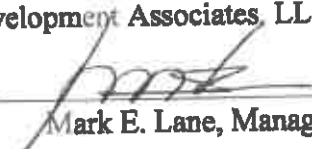
By:  _____
Mark E. Lane, Managing Member

EXHIBIT "A"

DUPLI BUILDING 1 AGENCY LEASE AGREEMENT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

AND

DUPLI ASSOCIATES, LLC

AND

600 FRANKLIN OWNER LLC

**DUPLI BUILDING 1
AGENCY LEASE AGREEMENT**

DATED AS OF DECEMBER 1, 2020

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**DUPLI BUILDING 1
AGENCY LEASE AGREEMENT**

THIS DUPLI BUILDING 1 AGENCY LEASE AGREEMENT, dated as of December 1, 2020 (the “*Dupli Building 1 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*”), **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and **600 FRANKLIN OWNER LLC**, a New York limited liability company, having its office at 113 Court Street, Binghamton, New York (“*600 Franklin*” and together with Dupli, collectively, 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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”) (bearing tax parcel identification number 118.-06-01.0) (the “*Building 2 Land*”), each in the City of Syracuse, New York (the “*City*”) (Building 1 Land together with Building 2 Land, collectively referred to as the “*Original Land*”);

(ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, by correspondence dated October 5, 2020, Dupli advised that it was ready to proceed with the rehabilitation and renovations to Building 1 located at 600 North Franklin Street and has identified a historic tax credit investor for that portion of the Project. Building 2 is not ready to proceed as it is awaiting approval from New York State Historic Preservation Office and National Park Service relative to its historic designation; and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 600 Franklin Owner LLC, the SPE for the Building 1 Project ("**600 Franklin**" and together with Dupli, collectively, the "**Company**"), 600 Franklin will be a party to the Bifurcated Agreements for the Building 2

Project; and

WHEREAS, the Agency, by resolutions adopted April 21, 2020 and October 20, 2020, authorized the Project and the Bifurcated Agreements to accommodate the Ownership Structure such that the applicable Bifurcated Agreements for the Building 1 Project will govern the Building 1 Project consisting of: (A)(i) the continuation of an interest in 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City^[1] (the "**AMI**"); and approximately 3,500 sq.ft. of retail space (collectively, the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 1 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 600 Franklin or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); 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 and/or its designee as its agent with respect to the undertaking and completing the Project; (2) continuing its 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 Dupli Building 1 Agency Lease; and

WHEREAS, 600 Franklin is the current owner of the Land and the Facility; and

WHEREAS, in accordance with the terms of that certain company lease agreement dated as of July 21, 2017, as amended by the first amendment First Amendment to Company Lease dated as of December 1, 2020 , each between Dupli and the Agency (collectively, the "**Original Company Lease**"), the Company has leased or continued its lease of the Land and the Facility to the Agency; and

^[1] As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

WHEREAS, Dupli has conveyed title to the Equipment to the Agency pursuant to an bill of sale dated as of December 1, 2020 (the "**Dupli Bill of Sale**") and 600 Franklin has conveyed title to the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2020 (the "**600 Bill of Sale**") and together with the Dupli Bill of Sale, collectively, the "**Bill of Sale**"; and

WHEREAS, the Agency now proposes to sublease the Project Facility to 600 Franklin pursuant to the terms and conditions herein set forth; and

WHEREAS, all things necessary to constitute this Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 "A"** except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Dupli Building 1 Agency Lease, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "herein," "hereunder," and any similar terms as used in this Dupli Building 1 Agency Lease refer to this Dupli Building 1 Agency Lease; the term "heretofore" shall mean before and the term "hereafter" shall mean after the date of this Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 Agency Lease.

(d) Unless otherwise so indicated, the term Company shall refer jointly to 600 Franklin and Dupli.

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 Dupli Building 1 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 Dupli Building 1 Agency Lease and the other Agency Documents.

(b) Neither the execution and delivery of this Dupli Building 1 Agency Lease, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions of this Dupli Building 1 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 Dupli Building 1 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.

Dupli and 600 Franklin, each as noted or jointly as the Company, acknowledge, represent, warrants and covenant to the Agency as follows:

(a) Dupli 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 Dupli Building 1 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 Dupli Building 1 Agency Lease and the other Company Documents; and

(b) 600 Franklin 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 Dupli Building 1 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 Dupli Building 1 Agency Lease and the other Company Documents; and

(c) Each Dupli and 600 Franklin for itself represent and covenant that, for each respectively, this Dupli Building 1 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 Dupli and 600 Franklin enforceable in accordance with their respective terms; and

(d) Dupli has, contemporaneously with the execution and delivery of this Dupli Building 1 Agency Lease, transferred fee title of the Project Facility to 600 Franklin. During the term of this Dupli Building 1 Agency Lease, Dupli shall hold 90% of the membership interests in 600 Franklin; and

(e) 600 Franklin is the fee title owner of the Project Facility. 600 Franklin shall remain the fee owner of the Project Facility for the term of this Dupli Building 1 Agency Lease unless otherwise consented to in writing by the Agency; and

(f) The Company shall complete the Project Facility on or before the Completion Date; and.

(g) This Project is not primarily used for retail as set forth in the Act; and

(h) 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; and.

(i) For the duration of the term hereof, and in accordance with the Agency's Uniform Tax Exemption Policy ("**UTE**P"), the Company shall incorporate and rent twenty percent (20%) of the residential units in the Project Facility at the annual 65% AMI rent limit for the City as designated annually by US Department of Housing and Urban Development ("**HUD**"), inclusive of utilities (the "**HUD Rates**") (collectively, the "**Rental Restrictions**"). The 2020 HUD Rates are attached hereto at **Exhibit "B"**. Rental rates in the leases for these residential units must be tied to the annual HUD Rates. It is the Company's obligation to obtain the annual HUD Rates each year. Generally, the HUD Rates are published in or about June of each year; and

(j) During the Reporting Period, the Company shall provide the reporting and certifications required relative to the Rent Restrictions as more fully set forth in Section 8.5 hereof. The Company acknowledges that failure to maintain and/or report on the Rent Restrictions as set forth herein, shall give rise to the Agency's right to recapture all Recapture Amounts;

(k) Neither the execution and delivery of this Dupli Building 1 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, Dupli's or 600 Franklin'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 either Dupli or 600 Franklin is a party or by which either Dupli or 600 Franklin or any of its respective 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.

(l) 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 help eliminate blight and advance job opportunities, prosperity, and standard of living and help prevent economic deterioration.

(m) 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); and

(n) 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; and

(o) The Project will not have a significant effect on the environment” (within the meaning of such term as used in SEQRA) and the Company hereby covenants to comply with all mitigating measures, requirements and conditions, if any, enumerated in the SEQR Resolution under SEQRA applicable to the acquisition, construction 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; and

(p) The Company acknowledges the Agency's Local Access Policy and the Company's obligation to comply. The Company further understands and agrees that it is the preference of the Agency that the Company provide opportunities for the purchase of goods and services from: (i) business enterprises located in the City; (ii) certified minority and or women-owned business enterprises; and (iii) business enterprises that employ residents of the City. The Company further understands and acknowledges that consideration will be given by the Agency to the Company's efforts to comply, and compliance, with this objective at any time an extension of benefits is sought or involvement by the Agency with the Project is requested by the Company; and

(q) The Agency's undertaking of the Project and the provision of Financial Assistance for the Project will not have a significant impact on the environment within the meaning of SEQRA; and

(r) 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; and

(s) The Company has, or will have as of the first date of construction and equipping, all then necessary permits, licenses, and governmental approvals and consents (collectively, “*Approvals*”) for the construction 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; and

(t) The Company will not sublease the whole or any portion of the Project Facility for an unlawful purpose; and

(u) No part of the Project Facility will be located outside of the City; and

(v) 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 Dupli Building 1 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; and

(w) 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; and

(x) 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; and

(y) 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 in Section 8.12(g) hereof) 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.

(z) The amount of State and local sales and use tax benefits comprising the Financial Assistance approved by the Agency shall not exceed **\$466,914**. The Company shall not request, obtain nor claim State and local sales and use tax exemptions in excess of this amount; and

(aa) The Company hereby acknowledges that any exemption from mortgage recording tax authorized by the Agency as part of the Financial Assistance is subject to Section 874 of the Act; and

(bb) 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; and

(cc) 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; and

(dd) The Company shall cooperate with the Agency in the Agency's efforts to recover, recapture, receive or otherwise obtain from the Company any Recapture Amount, and shall, upon the Agency's request, immediately pay to the Agency any Recapture Amount, together with any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise.

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 "C"** 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 "D"** attached hereto. Under this Dupli Building 1 Agency Lease, the Agency will convey, or will cause to be conveyed, to 600 Franklin, 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, 600 Franklin shall be entitled to use the Project Facility in accordance with the terms of this Dupli Building 1 Agency Lease and for the purposes described in the third WHEREAS clause of this Dupli Building 1 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, CONSTRUCTION AND EQUIPPING
OF THE PROJECT**

**4.1 RECONSTRUCTION, RENOVATION, CONSTRUCTION AND
EQUIPPING OF THE PROJECT FACILITY.**

(a) The Company shall promptly construct, 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 Dupli Building 1 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 "E"**.

(b) The Agency hereby confirms the appointment of 600 Franklin as its true and lawful agent to perform the following in compliance with the terms, purposes, and intent of this Dupli Building 1 Agency Lease, the Act and the other Company Documents, and 600 Franklin 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 will proceed with due diligence to acquire, reconstruct, renovate, equip and complete the Project Facility on or before the Completion Date. 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 Dupli Building 1 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 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 Dupli Building 1 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 Dupli Building 1 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 600 Franklin 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 600 Franklin and approved by counsel to the Agency and as may be required in connection with 600 Franklin'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 Dupli Building 1 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) 600 Franklin 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 Dupli Building 1 Agency Lease, 600 Franklin 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 600 Franklin, 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 600 Franklin, 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 Dupli Building 1 Agency Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2033** (the "**Term**"), unless earlier 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 Dupli Building 1 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 Dupli Building 1 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) 600 Franklin shall have the option, at any time during the Term of this Dupli Building 1 Agency Lease, to terminate this Dupli Building 1 Agency Lease. In the event that 600 Franklin shall exercise its option to terminate this Dupli Building 1 Agency Lease pursuant to this Section 5.2(c), 600 Franklin shall file with the Agency a certificate stating 600 Franklin'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 600 Franklin'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 Dupli Building 1 Agency Lease, the Company Lease and the PILOT Agreement (including, but not limited to those in connection with the early termination of this Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 Agency Lease in accordance with Sections 5.1 or 5.2 hereof, the Agency shall transfer, and 600 Franklin 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 Dupli Building 1 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 600 Franklin 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 Dupli Building 1 Agency Lease.

(h) The obligation of the Agency under this Section 5.2 to convey the Project Facility to 600 Franklin 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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.

(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 Dupli Building 1 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 Dupli Building 1 Agency Lease and to perform and observe any and all of the other covenants and agreements on its part contained herein, including but not limited to the Rental Restrictions, are joint and several 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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, or 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, 600 Franklin may in good faith actively contest any such taxes, assessments, and other charges, provided that (1) 600 Franklin shall have first notified the Agency of such contest; (2) no Event of Default under this Dupli Building 1 Agency Lease or any of the other Company Documents shall have occurred and be continuing; and (3) 600 Franklin shall have set aside adequate reserves for any such taxes, assessments and other charges. If 600 Franklin 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, 600 Franklin 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 600 Franklin or secured by 600 Franklin's posting a bond in form and substance satisfactory to the Agency.

6.3 INSURANCE REQUIRED.

During the Term of this Dupli Building 1 Agency Lease, 600 Franklin 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 Dupli Building 1 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 600 Franklin 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 600 Franklin are engaged. All policies evidencing such insurance except the Workers' Compensation policy shall name 600 Franklin 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, 600 Franklin 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 600 Franklin covering the Project Facility; and (iv) evidence that the insurance so required is on a primary and non-contributory basis. In addition, 600 Franklin 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.

600 Franklin 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. 600 Franklin shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Dupli Building 1 Agency Lease each year throughout the Term of this Dupli Building 1 Agency Lease.

All premiums with respect to the insurance required by Section 6.3 shall be paid by 600 Franklin, provided, however, that, if the premiums are not timely paid, the Agency may pay such premiums and 600 Franklin 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.

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. 600 Franklin and Dupli each agree that the obligations hereunder and under the PILOT Agreement with respect to the payment of taxes, or payments in lieu thereof, are joint and several.

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 Dupli Building 1 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, 600 Franklin 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 600 Franklin 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, 600 Franklin 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), 600 Franklin 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 600 Franklin shall notify the Agency that, in 600 Franklin's sole judgment, 600 Franklin 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 Dupli Building 1 Agency Lease and the other Agency and Company Documents, shall be applied to the repayment of all amounts due to the Agency under this Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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) 600 Franklin 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 600 Franklin under this Dupli Building 1 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, 600 Franklin 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 600 Franklin 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), 600 Franklin 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 600 Franklin's sole judgment, 600 Franklin 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 600 Franklin for its purposes.

(c) 600 Franklin 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 Dupli Building 1 Agency Lease, the Company Lease, the Mortgage or any other documents executed by the Agency at the direction of the Company in conjunction with the Project Facility;

(3) All claims arising from the exercise by the Company, and or its Additional Agents (as defined herein) of the authority conferred upon it and performance of the obligations assumed under Section 4.1 hereof;

(4) Any and all claims arising from the non-disclosure of information, if any, requested by the Company in accordance with Section 11.14 hereof;

(5) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents or employees.

To the fullest extent permitted by law, the foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of the Agency or any of its officers, members, agents, servants or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportional liability.

(b) In the event of any claim against the Agency or its members, officers, agents, or employees by any employee of the Company, or any materialman or Additional Agent of the Company, or anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable

by or for the Company or such contractor under workers' compensation laws, disability benefit laws, or other employee benefit laws.

(c) To effectuate the provisions of this Section 8.2, the Company agrees to provide for and insure, in the liability policies required by Section 6.3, its liabilities assumed pursuant to this Section 8.2.

(d) Notwithstanding any other provisions of this Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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, but, in the event this Dupli Building 1 Agency Lease is terminated early in accordance with Section 5.2 hereof, the Company shall nonetheless report and provide information for a period of five (5) years from the termination date, unless the early termination occurs less than five years from the original Term hereof, in which case the Company shall continue to provide the required information and reporting 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, Rent Restrictions and for itself and each of its Additional Agents, information regarding job creation^[1],

^[1] To the extent the Project includes commercial space and/or tenants for which the

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, the rent certification tenant form and annual reporting questionnaire, in substantially the form as set forth in **Exhibit "F"** 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 Dupli Building 1 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 Dupli Building 1 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.

(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 Dupli Building 1 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

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.

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 Dupli Building 1 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, 600 Franklin 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 600 Franklin 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 Dupli Building 1 Agency Lease. 600 Franklin 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) 600 Franklin 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, 600 Franklin 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 “G”**, 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) 600 Franklin 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 600 Franklin and all other Additional Agents under the authority granted to 600 Franklin pursuant to Section 4.1(b) of this Dupli Building 1 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, 600 Franklin and each Additional Agent shall immediately cease to be the agent of the Agency in connection with the Project. 600 Franklin 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 600 Franklin, 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 600 Franklin, 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 “H”**, this Dupli 1 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 Dupli Building 1 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 600 Franklin 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 Agency Lease, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Dupli Building 1 Agency Lease, any one or more of the following events:

(a) A default by either 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 600 Franklin to maintain the insurance required by Section 6.3;
or

(c) A default in the performance or the observance of any other of the covenants, conditions, or agreements on the part of 600 Franklin and/or Dupli, as applicable, in this Dupli Building 1 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 either 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

(d) A transfer in contravention of Article 9 hereof;

(e) 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

(f) Either Company shall generally not pay its debts as such debts become due or is unable to pay its debts as they become due.

(g) Either 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

(h) 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

(i) 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; or

(j) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance; or

(k) Failure by the Company to maintain and comply with the Rental Restrictions and to provide the required reporting and certifications to the Agency.

For the avoidance of doubt, a default by either Dupli or 600 Franklin constitutes an Event of Default hereunder giving rise to the Agency's remedies and all liability is joint and several.

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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 Agency Lease.

10.4 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES.

In the event the Company should Default under any of the provisions of this Dupli Building 1 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.

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 Dupli, to: Dupli Associates, LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

(c) If to 600 Franklin, to: 600 Franklin Owner LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, 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 Dupli Building 1 Agency Lease shall inure to the benefit of and shall be binding upon the Agency and the Company and, as permitted by this Dupli Building 1 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 Dupli Building 1 Agency Lease.

11.4 AMENDMENTS, CHANGES AND MODIFICATIONS.

This Dupli Building 1 Agency Lease may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.

11.5 COUNTERPARTS; ELECTRONIC SIGNATURE.

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.

11.6 APPLICABLE LAW.

This Dupli Building 1 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 DUPLI BUILDING 1 AGENCY LEASE, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS DUPLI BUILDING 1 AGENCY LEASE.

11.8 SUBORDINATION.

This Dupli Building 1 Agency Lease shall be subject and subordinate to the Company Lease and the Mortgage and all Permitted Encumbrances in all respects.

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 Dupli Building 1 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 Dupli Building 1 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 and 11.14 hereof shall similarly survive the termination of this Dupli Building 1 Agency Lease.

11.10 TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING.

The Table of Contents and the Section headings in this Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 Agency Lease.

11.12 OBLIGATION TO SELL AND PURCHASE THE EQUIPMENT.

(a) Contemporaneously with the termination of this Dupli Building 1 Agency Lease in accordance with Section 5.2 hereof, the Agency shall sell and 600 Franklin 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 Dupli Building 1 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 600 Franklin of a bill of sale. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such transfer of title. 600 Franklin agrees to prepare the bill of sale to 600 Franklin 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 600 Franklin. Dupli by executing this agreement consents to the foregoing.

(b) The Company agrees to prepare bill(s) of sale to the appropriate 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. The Agency shall have no obligation to determine, as between them, the respective interests of the Companies in and to the Equipment so transferred. In the event the Company fails to prepare such bill(s) of sale, the Agency may prepare one or more bills of sale in the name of any one or more of the Companies without regard to each Company's respective interest in the Equipment.

11.13 ENTIRE AGREEMENT.

This Dupli Building 1 Agency Lease and the Company Lease contain the entire agreement between the parties and all prior negotiations and agreements are merged therein.

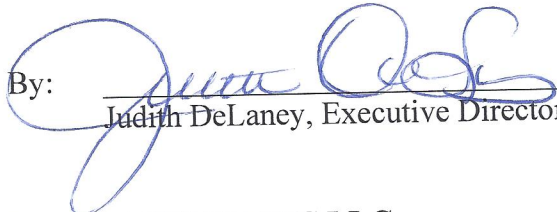
11.14 DISCLOSURE.

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 Dupli Building 1 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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

600 FRANKLIN OWNER LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the Agency and the Company have caused this Dupli Building 1 Agency Lease to be executed in their respective names by their duly authorized representatives as of the day and year first written above.

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DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

600 FRANKLIN OWNER LLC
By: Dupli Associates LLC, its Managing Member
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

EXHIBIT "A"

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:

600 Franklin: means 600 Franklin Owner LLC, a limited liability company, organized and existing under the laws of the State of New York having an address at 113 Court Street, Binghamton, New York 13901, and its permitted successors and assigns.

600 Franklin Bill of Sale: means that certain Bill of Sale from 600 Franklin to the Agency dated as of December 1, 2020 in connection with the Equipment.

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 collectively, the Original Agency Lease and the Dupli Building 1 Agency Lease, as the same may be further amended or supplemented from time to time.

Application: means collectively the application submitted by the Company to the Agency dated April 13, 2017, the supplemental application dated February 4, 2020, requesting the Agency undertake the Project as same may be amended or supplemented from time to time.

Authorized Representative: means for the Agency, the Executive Director, Chair or Vice Chair of the Agency; for Dupli, its Manager; and for 600 Franklin, its Managing Member (each 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 collectively, the 600 Franklin Bill of Sale and the Dupli Bill of Sale.

City: means the City of Syracuse.

Closing Date: means December 17, 2020.

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

Company: means collectively, Dupli and 600 Franklin.

Company Certification: means that certain Certification by Dupli and 600 Franklin dated as of December 1, 2020 regarding compliance with the Agency's Local Labor Policy.

Company Documents: means collectively, the Franklin Company Documents and the Dupli Company Documents.

Company Lease: means collectively, the Original Company Lease and the Dupli Building 1 Company Lease, as the same may be further amended or supplemented from time to time.

Completion Date: means 16 months following the Company's receipt of the building permit by the City of Syracuse but in no event later than October 31, 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.

Dupli: means Dupli Associates LLC, a limited liability company organized and existing under the laws of the State of New York having an address at 113 Court Street, Binghamton, New York 13901, and its permitted successors and assigns.

Dupli Bill of Sale: means that certain Bill of Sale from Dupli to the Agency dated as of December 1, 2020 in connection with the Equipment.

Dupli Building 1 Agency Lease: means the Dupli Building 1 Agency Lease Agreement dated as of December 1, 2020 by and between the Agency, Dupli and 600 Franklin, as the same may be amended or supplemented from time to time.

Dupli Building 1 Company Lease: means the Dupli Building 1 Company Lease Agreement dated as of December 1, 2020 between Dupli, 600 Franklin and the Agency, as the same may be amended or supplemented from time to time.

Dupli Building 1 PILOT Agreement: means the payment in lieu of taxes agreement dated as of December 1, 2020 between 600 Franklin, Dupli and the Agency, as the same may be further amended or supplemented from time to time.

Dupli Building 1 Project Agreement: means the project agreement dated as of December 1, 2020 between the Agency, Dupli and 600 Franklin, as the same may be further amended or supplemented from time to time.

Dupli Company Documents: means the Company Lease, the Agency Lease, the Project Agreement, the PILOT Agreement, the Mortgage, the Environmental Compliance and Indemnification Agreement, the Dupli Bill of Sale, the Company Certification and any other documents executed by Dupli in connection with the Project or the Financial Assistance granted in connection therewith.

Environmental Compliance and Indemnification Agreement: means the Environmental Compliance and Indemnification Agreement dated as of December 1, 2020 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 “D”** to the Dupli Building 1 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 received under the PILOT Agreement or any mortgage recording tax exemptions provided to the Company.

Franklin Company Documents: means the Dupli Building 1 Company Lease, the Dupli Building 1 Agency Lease, the Dupli Building 1 Project Agreement, the Dupli Building 1 PILOT Agreement, the Mortgage, the Environmental Compliance and Indemnification Agreement, the 600 Franklin Bill of Sale, the Company Certification and any other documents executed by the 600 Franklin in connection with the Project or the Financial Assistance granted in connection therewith.

Governmental Authority: 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 600 Franklin Street in the City of Syracuse, County of Onondaga, New York, more particularly described on **Exhibit “C”** attached to the Dupli Building 1 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 Dupli Building 1 Agency Lease, securing construction and/or permanent financing for the Project Facility, executed in accordance with Section 4.5 of the Dupli Building 1 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.

Original Company Lease: means the Company Lease Agreement dated as of July 1, 2017 from Dupli to the Agency, pursuant to which Dupli leased the Project Facility to the Agency, as amended by that certain First Amendment to Company Lease dated as of December 1, 2020, by and among Dupli and the Agency, as the same may be further amended or supplemented from time to time.

Original Agency Lease: means the Agency Lease Agreement dated as of July 1, 2017 by and between the Agency and the Dupli, as amended by that certain First Amendment to Agency Lease dated as of December 1, 2020, by and among the Agency and Dupli, as the same may be further amended or supplemented from time to time.

Original PILOT Agreement: means the Payment in Lieu of Taxes Agreement dated as of July 1, 2017 between the Agency and Dupli, as amended by the First Amendment to PILOT Agreement dated as of December 1, 2020 between Dupli and the Agency and as the same may be further amended or supplemented from time to time.

Original Project Agreement: means the Project Agreement dated as of July 1, 2017 between the Agency and Dupli, as amended by the First Amendment to Project Agreement dated as of December 1, 2020 between Dupli and the Agency, as the same may be further amended or supplemented from time to time.

Permitted Encumbrances: means (A) utility, access and other easements and rights of way, and restrictions, encroachments and exceptions, that benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) artisans', mechanics', materialmen's, warehousemen's, carriers', landlords', bankers', workmen's compensation, unemployment compensation and social security, and other similar Liens to the extent permitted by the Agency Lease, including the lien of the Mortgage, (C) Liens for taxes (1) to the extent permitted by the Agency Lease or (2) at the time not delinquent, (D) any Lien on the Project Facility obtained through any Agency Document or Company Document or the Mortgage, (E) Liens of judgments or awards in respect of which an appeal or proceeding for review shall be pending (or is pending within ten days after entry) and a stay of execution shall have been obtained (or is obtained within ten days after entry), or in connection with any claim or proceeding, (F) Liens on any Property hereafter acquired by the Company or any subsidiary which liens are created contemporaneously with such acquisition to secure or provide for the payment or financing of any part of the purchase price thereof, (G) Liens consisting solely of restrictions under any applicable laws or any negative covenants in any applicable agreements (but only to the extent that such restrictions and covenants do not prohibit the execution, delivery and performance by the Company of the Agency Lease and the Mortgage, and (H) existing mortgages or encumbrances on the Project Facility as of the Closing Date or thereafter incurred with the consent of the Mortgagee and the Agency.

Person: means an individual, partnership, corporation, limited liability company, trust, or unincorporated organization, and any government or agency or political subdivision or branch thereof.

Plans and Specifications: means the 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 Dupli Building 1 Agency Lease, and any other presentation 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 or Building 1 Project: shall have the meaning ascribed thereto in the sixth **WHEREAS** clause of this Dupli Building 1 Agency Lease.

Project Agreement: means collectively, the Original Project Agreement and the Dupli Building 1 Project Agreement, as the same may be further 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.

Rental Restrictions: means, in accordance with the Agency's Uniform Tax Exemption Policy, the Company shall incorporate and rent twenty percent (20%) of the residential units in the Project Facility at the annual 65% AMI rent limit for the City as designated annually by US Department of Housing and Urban Development, inclusive of utilities.

Resolution or Resolutions: means the Agency's resolutions adopted on May 16, 2017, April 21, 2020 and October 20, 2020 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 “B”

HUD RATES

2020 HUD 65% RENT LIMITS*
(*Rent Limits Include Utilities)

EFFICIENCY	1 BR	2BR	3BR	4BR	5BR	6BR
\$885	\$950	\$1142	\$1310	\$1443	\$1573	\$1704

EXHIBIT "C"
REAL PROPERTY DESCRIPTION

600 Franklin Street North to Solar Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc., and/or Borden, Inc. by the following 3 deeds:

1. from Borden's Milk Products Company, Inc. dated January 4, 1936 and recorded in Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
2. from James A. Jacobs and Susan Jacobs dated July 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. from Woodstead Enterprises, LTD. dated November 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

Beginning at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed by Borden, Inc. to the City of Syracuse for public purposes by deed recorded in Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N 28° 09' 10" W along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly, continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 N. Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 13' 48", and a chord bearing N 67° 57' 44" E, 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along the last mentioned division line, a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S 28° 09' 10" E along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence s 61° 50' 50" w along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Rousing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S 28° 09' 10" E continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence s 61° 50' 50" w continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N 28° 09' 10 W along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence s 61° 50' 50" W along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S 28° 09' 10" E along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence s 61° 50' 50" w along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 feet to the point of beginning.

EXHIBIT “D”

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 either DUPLI ASSOCIATES LLC and/or 600 FRANKLIN OWNER LLC 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 "E"
LOCAL ACCESS AGREEMENT

City of Syracuse
Industrial Development Agency

Local Access Agreement

600 Franklin Owner 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		600 Franklin Owner LLC				General Contractor		William H. Lane Incorporated				
Representative for Contract Bids and Awards		Timothy M. Lynn				Contact		Conan Cerretani				
Address		100 Madison Street				Address		126 N. Salina Street				
City	Syracuse	ST	NY	Zip	13202	City	Syracuse	ST	NY	Zip	13202	
Phone	315-476-1010		Fax				Phone	607-775-0600		Fax		
Email		tim@ldts-law.com				Email		ccerretani@whlane.com				
Project Address		600 N Franklin St				Construction Start Date		Projected January 1, 2021				
City	Syracuse	ST	NY	Zip	13204	Occupancy Date		Projected December 1, 2021				

Project Components – Indicate those for which bids will be sought:

Item	Estimated Value	Bid Date	Contact
Site work/Demolition	\$200,000	8/21/20	JK Tobin Construction
Foundation and footings	\$100,000	8/21/20	JK Tobin Construction
Building	N/A		
Masonry	\$300,000	8/21/20	Not awarded
Metals	\$250,000	8/21/20	Titan Steel
Wood/casework	\$600,000	8/21/20	Not awarded
Thermal/moisture proof	\$500,000	8/21/20	Over the Top Roofing
Doors, windows, glazing	\$750,000	8/21/20	BR Johnson
Finishes	\$1,500,000	8/21/20	Ron Wright
Electrical	\$800,000	8/21/20	Huen Electric
HVAC	\$500,000	8/21/20	Century Heating
Plumbing	\$600,000	8/21/20	LaFrance Plumbing
Specialties	\$50,000	8/21/20	Alexander Mitchel
Machinery & Equipment	N/A		
Furniture and Fixtures	N/A		
Utilities	N/A		
Paving	\$35,000		JK Tobin
Landscaping	\$25,000		JK Tobin
Other (identify)			

Date: 12/14/2020

Company: William H. Lane Incorporated

Signature: 

Name: Conan Cerretani

EXHIBIT "F"

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 "G"

FORM OF SUB-AGENT AGREEMENT

THIS SUB-AGENT APPOINTMENT AGREEMENT (the "**Agreement**"), dated as of _____, 20__, is by and between **600 Franklin Owner, LLC** (the "**Company**"), with a mailing address of 113 Court Street, Binghamton, New York 13901 (and [NAME OF SUB-AGENT], 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 resolutions of its members adopted on May 16, 2017, April 21, 2020 and October 20, 2020 (the "**Resolution**"), the Agency agreed to undertake a project for the benefit of the Company (the "**Project**") consisting of: (A)(i) the continuation of an interest in 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City^[1] (the "**AMI**"); and approximately 3,500 sq.ft. of retail space (collectively, the "**Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facilities by the Agency pursuant to an amended 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 an amended sublease agreement; and

^[1] As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%20001-06-2016.pdf

WHEREAS, under the Resolution and in the Agency Lease Agreement by and between the Company and the Agency dated as of December 1, 2020 (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 December 1, 2020 (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 covenants, agrees and acknowledges:

a. 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).

b. 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”**.

c. 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.

d. 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.

e. 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: DUPLI ASSOCIATES, LLC PROJECT – BUILDING 1, 600 Franklin Street, IDA Project No.: 31022005.

f. 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.

g. 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.

h. 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.

i. 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.

j. The Sub-Agent agrees Local contractors and suppliers will be used for the construction and equipping of the Project unless a waiver is first received from the Agency in writing. Such waiver shall be in the Agency's sole discretion. The Sub-Agent agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project. Local shall mean, for the purposes of this Agreement, Onondaga, Oswego, Madison, Cayuga, Cortland and Oneida Counties. Failure to comply with the local labor requirements of this Section (j) (collectively, the "**Local Labor Requirements**") may result in the revocation or recapture of benefits provided/approved to the Project by the Agency.

k. 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.

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

m. 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 the 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.

n. 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 duty authorized officers, all as of the day and year first above written.

600 FRANKLIN OWNER LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

[NAME OF SUB-AGENT]

By: _____
Name:
Title:

EXHIBIT "A"
to Sub-Agent Agreement

FORM ST-123



New York State Department of Taxation and Finance

New York State Sales and Use Tax

IDA Agent or Project Operator

Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

ST-123

(7/14)

This certificate is not valid unless all entries have been completed.

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

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

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

To the seller:

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

Project information

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

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

Exempt purchases

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

- A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project
- C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

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

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

Instructions

To the purchaser

You may use Form ST-123 if you:

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

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

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

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

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1118(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) 485-2889

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



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

SCHEDULE "A"
to Sub-Agent Agreement
RECAPTURE POLICY

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 "H"
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 December, 2020, at the request of **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 ("**Dupli**") and **600 FRANKLIN OWNER LLC**, a New York limited liability company, having its office at 113 Court Street, Binghamton, New York 13901 ("**600 Franklin**" and together with Dupli, collectively, the "**Company**"), the City of Syracuse Industrial Development Agency (the "**Agency**") undertook undertake an amended project (the "**Project**" or "**Building 1 Project**") consisting of: (A)(i) the continuation of an interest in 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City^[1] (the "**AMI**"); and approximately 3,500 sq.ft. of retail space (collectively, the "**Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facilities by the Agency pursuant to an amended 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 an amended 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 December 1, 2020 between the Agency and the Company (the "**Agency Lease**").

On December 17, 2020 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

^[1] As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%20001-06-2016.pdf

the "**Lease Documents**").

Pursuant to the Company's request, the Agency terminated their leasehold interest in the Project Facility as of _____, 20__ (the "**Termination**").

Pursuant to the terms of the Agency lease, the Company is obligated to perform certain reporting requirements to the Agency.

- (1) certain provisions and obligations of the Lease Documents survive the Termination, including: Article 4 of the Agency Lease and Sections 2.2, 8.2, 8.5, 8.12, 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 \$8,992,896, being the total project cost as stated in the Company's Application for Financial Assistance (the "**Investment Commitment**").

(b) There were eight (8) 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 agrees to maintain, as of the first year in which Financial Assistance is claimed and/or provided the Baseline FTE. The Company's application estimated the creation of four (4) 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 6.07 below)

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__

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

600 FRANKLIN OWNER LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

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

EXHIBIT "B"

DUPLI BUILDING 2 AGENCY LEASE AGREEMENT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

AND

DUPLI ASSOCIATES, LLC

AND

156 SOLAR STREET LLC

**DUPLI BUILDING 2
AGENCY LEASE AGREEMENT**

DATED AS OF DECEMBER 1, 2020

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**DUPLI BUILDING 2
AGENCY LEASE AGREEMENT**

THIS DUPLI BUILDING 2 AGENCY LEASE AGREEMENT, dated as of December 1, 2020 (the “*Dupli Building 2 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*”), **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and **156 SOLAR STREET LLC**, a New York limited liability company, having its office at 113 Court Street, Binghamton, New York 13901 (“*156 Solar*” and together with Dupli, collectively, 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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”) (bearing tax parcel identification number 118.-06-01.0) (the “*Building 2 Land*”), each in the City of Syracuse, New York (the “*City*”) (Building 1 Land together with Building 2 Land, collectively referred to as the “*Original Land*”);

(ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 156 Solar Street LLC, the SPE for the Building 2 Project ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), 156 Solar will be a party to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, the Agency, by resolutions adopted April 21, 2020 and October 20, 2020, the Project and the Bifurcated Agreements to accommodate the Ownership Structure such that the applicable Bifurcated Agreements for the Building 2 Project will govern the Building 2 Project consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W.

improved by an approximate 62,800 square foot building (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); 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 and/or its designee as its agent with respect to the undertaking and completing the Project; (2) continuing its 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 Dupli Building 2 Agency Lease; and

WHEREAS, 156 Solar is the current owner of the Land and the Facility; and

WHEREAS, in accordance with the terms of that certain company lease agreement dated as of July 21, 2017, as amended by the first amendment First Amendment to Company Lease dated as of December 1, 2020, each between Dupli and the Agency (collectively, the "**Original Company Lease**"), the Company has leased or continued its lease of the Land and the Facility to the Agency; and

WHEREAS, Dupli has conveyed title to the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2020 (the "**Dupli Bill of Sale**") and 156 Solar has conveyed title to the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2020 (the "**156 Solar Bill of Sale**" and together with the Dupli Bill of Sale, collectively, the "**Bill of Sale**"); and

WHEREAS, the Agency now proposes to sublease the Project Facility to 156 Solar pursuant to the terms and conditions herein set forth; and

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

WHEREAS, all things necessary to constitute this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 “A”** except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Dupli Building 2 Agency Lease, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms as used in this Dupli Building 2 Agency Lease refer to this Dupli Building 2 Agency Lease; the term “heretofore” shall mean before and the term “hereafter” shall mean after the date of this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease.

(d) Unless otherwise so indicated, the term Company shall refer jointly to 156 Solar and Dupli.

**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 Dupli Building 2 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 Dupli Building 2 Agency Lease and the other Agency Documents.

(b) Neither the execution and delivery of this Dupli Building 2 Agency Lease, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions of this Dupli Building 2 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 Dupli Building 2 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.

Dupli and 156 Solar, each as noted or jointly as the Company, acknowledge, represent, warrants and covenant to the Agency as follows:

(a) Dupli 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 Dupli Building 2 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 Dupli Building 2 Agency Lease and the other Company Documents; and

(b) 156 Solar 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 Dupli Building 2 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 Dupli Building 2 Agency Lease and the other Company Documents; and

(c) Each Dupli and 156 Solar for itself represent and covenant that, for each respectively, this Dupli Building 2 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 Dupli and 156 Solar enforceable in accordance with their respective terms; and

(d) Dupli has, contemporaneously with the execution and delivery of this Dupli Building 2 Agency Lease, transferred fee title of the Project Facility to 156 Solar. During the term of this Dupli Building 2 Agency Lease, Dupli shall hold 90% of the membership interests in 156 Solar; and

(e) 156 Solar is the fee title owner of the Project Facility. 156 Solar shall remain the fee owner of the Project Facility for the term of this Dupli Building 2 Agency Lease unless otherwise consented to in writing by the Agency; and

(f) The Company shall complete the Project Facility on or before the Completion Date; and.

(g) This Project is not primarily used for retail as set forth in the Act; and

(h) 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; and.

(i) For the duration of the term hereof, and in accordance with the Agency's Uniform Tax Exemption Policy ("**UTEF**"), the Company shall incorporate and rent twenty percent (20%) of the residential units in the Project Facility at the annual 65% AMI rent limit for the City as designated annually by US Department of Housing and Urban Development ("**HUD**"), inclusive of utilities (the "**HUD Rates**") (collectively, the "**Rental Restrictions**"). The 2020 HUD Rates are attached hereto at **Exhibit "B"**. Rental rates in the leases for these residential units must be tied to the annual HUD Rates. It is the Company's obligation to obtain the annual HUD Rates each year. Generally, the HUD Rates are published in or about June of each year; and

(j) During the Reporting Period, the Company shall provide the reporting and certifications required relative to the Rent Restrictions as more fully set forth in Section 8.5 hereof. The Company acknowledges that failure to maintain and/or report on the Rent Restrictions as set forth herein, shall give rise to the Agency's right to recapture all Recapture Amounts;

(k) Neither the execution and delivery of this Dupli Building 2 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, Dupli's or 156 Solar'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 either

Dupli or 156 Solar is a party or by which either Dupli or 156 Solar or any of its respective 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.

(l) 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 help eliminate blight and advance job opportunities, prosperity, and standard of living and help prevent economic deterioration.

(m) 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); and

(n) 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; and

(o) The Project will not have a significant effect on the environment" (within the meaning of such term as used in SEQRA) and the Company hereby covenants to comply with all mitigating measures, requirements and conditions, if any, enumerated in the SEQR Resolution under SEQRA applicable to the acquisition, construction 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; and

(p) The Company acknowledges the Agency's Local Access Policy and the Company's obligation to comply. The Company further understands and agrees that it is the preference of the Agency that the Company provide opportunities for the purchase of goods and services from: (i) business enterprises located in the City; (ii) certified minority and or women-owned business enterprises; and (iii) business enterprises that employ residents of the City. The Company further understands and acknowledges that consideration will be given by the Agency to the Company's efforts to comply, and compliance, with this objective at any time an extension of benefits is sought or involvement by the Agency with the Project is requested by the Company; and

(q) The Agency's undertaking of the Project and the provision of Financial Assistance for the Project will not have a significant impact on the environment within the meaning of SEQRA; and

(r) 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; and

(s) The Company has, or will have as of the first date of construction and equipping, all then necessary permits, licenses, and governmental approvals and consents (collectively, "**Approvals**") for the construction 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; and

(t) The Company will not sublease the whole or any portion of the Project Facility for an unlawful purpose; and

(u) No part of the Project Facility will be located outside of the City; and

(v) 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 Dupli Building 2 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; and

(w) 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; and

(x) 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; and

(y) 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 in Section 8.12(g) hereof) 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.

(z) The amount of State and local sales and use tax benefits comprising the Financial Assistance approved by the Agency shall not exceed **\$430,998**. The Company shall not request, obtain nor claim State and local sales and use tax exemptions in excess of this amount; and

(aa) The Company hereby acknowledges that any exemption from mortgage recording tax authorized by the Agency as part of the Financial Assistance is subject to Section 874 of the Act; and

(bb) 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; and

(cc) 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; and

(dd) The Company shall cooperate with the Agency in the Agency's efforts to recover, recapture, receive or otherwise obtain from the Company any Recapture Amount, and shall, upon the Agency's request, immediately pay to the Agency any Recapture Amount, together with any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise.

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 "C"** 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 "D"** attached hereto. Under this Dupli Building 2 Agency Lease, the Agency will convey, or will cause to be conveyed, to 156 Solar, 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, 156 Solar shall be entitled to use the Project Facility in accordance with the terms of this Dupli Building 2 Agency Lease and for the purposes described in the third WHEREAS clause of this Dupli Building 2 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, CONSTRUCTION AND EQUIPPING OF THE PROJECT

4.1 RECONSTRUCTION, RENOVATION, CONSTRUCTION AND EQUIPPING OF THE PROJECT FACILITY.

(a) The Company shall promptly construct, 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 Dupli Building 2 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 "E"**.

(b) The Agency hereby confirms the appointment of 156 Solar as its true and lawful agent to perform the following in compliance with the terms, purposes, and intent of this Dupli Building 2 Agency Lease, the Act and the other Company Documents, and 156 Solar 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 will proceed with due diligence to acquire, reconstruct, renovate, equip and complete the Project Facility on or before the Completion Date. 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 Dupli Building 2 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 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 Dupli Building 2 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 Dupli Building 2 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 156 Solar 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 156 Solar and approved by counsel to the Agency and as may be required in connection with 156 Solar'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 Dupli Building 2 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) 156 Solar 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 Dupli Building 2 Agency Lease, 156 Solar 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 156 Solar, 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 156 Solar, 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 Dupli Building 2 Agency Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2033** (the "**Term**"), unless earlier 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 Dupli Building 2 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 Dupli Building 2 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) 156 Solar shall have the option, at any time during the Term of this Dupli Building 2 Agency Lease, to terminate this Dupli Building 2 Agency Lease. In the event that 156 Solar shall exercise its option to terminate this Dupli Building 2 Agency Lease pursuant to this Section 5.2(c), 156 Solar shall file with the Agency a certificate stating 156 Solar'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 156 Solar'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 Dupli Building 2 Agency Lease, the Company Lease and the PILOT Agreement (including, but not limited to those in connection with the early termination of this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease in accordance with Sections 5.1 or 5.2 hereof, the Agency shall transfer, and 156 Solar 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 Dupli Building 2 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 156 Solar 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 Dupli Building 2 Agency Lease.

(h) The obligation of the Agency under this Section 5.2 to convey the Project Facility to 156 Solar 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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.

(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 Dupli Building 2 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 Dupli Building 2 Agency Lease and to perform and observe any and all of the other covenants and agreements on its part contained herein, including but not limited to the Rental Restrictions, are joint and several 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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, or 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, 156 Solar may in good faith actively contest any such taxes, assessments, and other charges, provided that (1) 156 Solar shall have first notified the Agency of such contest; (2) no Event of Default under this Dupli Building 2 Agency Lease or any of the other Company Documents shall have occurred and be continuing; and (3) 156 Solar shall have set aside adequate reserves for any such taxes, assessments and other charges. If 156 Solar 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, 156 Solar 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 156 Solar or secured by 156 Solar's posting a bond in form and substance satisfactory to the Agency.

6.3 INSURANCE REQUIRED.

During the Term of this Dupli Building 2 Agency Lease, 156 Solar 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 Dupli Building 2 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 156 Solar 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 156 Solar are engaged. All policies evidencing such insurance except the Workers' Compensation policy shall name 156 Solar 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, 156 Solar 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 156 Solar covering the Project Facility; and (iv) evidence that the insurance so required is on a primary and non-contributory basis. In addition, 156 Solar 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.

156 Solar 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. 156 Solar shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Dupli Building 2 Agency Lease each year throughout the Term of this Dupli Building 2 Agency Lease.

All premiums with respect to the insurance required by Section 6.3 shall be paid by 156 Solar, provided, however, that, if the premiums are not timely paid, the Agency may pay such premiums and 156 Solar 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.

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. 156 Solar and Dupli each agree that the obligations hereunder and under the PILOT Agreement with respect to the payment of taxes, or payments in lieu thereof, are joint and several.

**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 Dupli Building 2 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, 156 Solar 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 156 Solar 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, 156 Solar 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), 156 Solar 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 156 Solar shall notify the Agency that, in 156 Solar’s sole judgment, 156 Solar 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 Dupli Building 2 Agency Lease and the other Agency and Company Documents, shall be applied to the repayment of all amounts due to the Agency under this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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) 156 Solar 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 156 Solar under this Dupli Building 2 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, 156 Solar 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 156 Solar 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), 156 Solar 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 156 Solar's sole judgment, 156 Solar 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 156 Solar for its purposes.

(c) 156 Solar 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 Dupli Building 2 Agency Lease, the Company Lease, the Mortgage or any other documents executed by the Agency at the direction of the Company in conjunction with the Project Facility;

(3) All claims arising from the exercise by the Company, and or its Additional Agents (as defined herein) of the authority conferred upon it and performance of the obligations assumed under Section 4.1 hereof;

(4) Any and all claims arising from the non-disclosure of information, if any, requested by the Company in accordance with Section 11.14 hereof;

(5) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents or employees.

To the fullest extent permitted by law, the foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of the Agency or any of its officers, members, agents, servants or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportional liability.

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

(c) To effectuate the provisions of this Section 8.2, the Company agrees to provide for and insure, in the liability policies required by Section 6.3, its liabilities assumed pursuant to this Section 8.2.

(d) Notwithstanding any other provisions of this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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, but, in the event this Dupli Building 2 Agency Lease is terminated early in accordance with Section 5.2 hereof, the Company shall nonetheless report and provide information for a period of five (5) years from the termination date, unless the early termination occurs less than five years from the original Term hereof, in which case the Company shall continue to provide the required information and reporting 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, Rent Restrictions and for itself and each of its Additional Agents, information regarding job creation^[1], Local Labor Requirements, exemptions from State and local sales and use tax, real property and mortgage recording taxes and other topics as the Agency from time to time reasonably considers necessary or appropriate including, but not limited to, the rent certification tenant form and annual reporting questionnaire, in substantially the form as set forth in **Exhibit "F"** 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.

^[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.

8.6 BOOKS OF RECORD AND ACCOUNT; FINANCIAL STATEMENTS.

During the Term of this Dupli Building 2 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 Dupli Building 2 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.

(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 Dupli Building 2 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 Dupli Building 2 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, 156 Solar 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 156 Solar 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 Dupli Building 2 Agency Lease. 156 Solar 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) 156 Solar 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, 156 Solar 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 "G"**, 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) 156 Solar 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 156 Solar and all other Additional Agents under the authority granted to 156 Solar pursuant to Section 4.1(b) of this Dupli Building 2 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, 156 Solar and each Additional Agent shall immediately cease to be the agent of the Agency in connection with the Project. 156 Solar 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 156 Solar, 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 156 Solar, 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 "H"**, this Dupli 1 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 Dupli Building 2 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 156 Solar 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease, and the terms “Event of Default” or “Default” shall mean, whenever they are used in this Dupli Building 2 Agency Lease, any one or more of the following events:

(a) A default by either 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 156 Solar to maintain the insurance required by Section 6.3; or

(c) A default in the performance or the observance of any other of the covenants, conditions, or agreements on the part of 156 Solar and/or Dupli, as applicable, in this Dupli Building 2 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 either 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

(d) A transfer in contravention of Article 9 hereof;

(e) 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

(f) Either Company shall generally not pay its debts as such debts become due or is unable to pay its debts as they become due.

(g) Either 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

(h) 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

(i) 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; or

(j) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance; or

(k) Failure by the Company to maintain and comply with the Rental Restrictions and to provide the required reporting and certifications to the Agency.

For the avoidance of doubt, a default by either Dupli or 156 Solar constitutes an Event of Default hereunder giving rise to the Agency's remedies and all liability is joint and several.

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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease.

10.4 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES.

In the event the Company should Default under any of the provisions of this Dupli Building 2 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.

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 Dupli, to: Dupli Associates, LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

(c) If to 156 Solar, to: 156 Solar Street LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, 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 Dupli Building 2 Agency Lease shall inure to the benefit of and shall be binding upon the Agency and the Company and, as permitted by this Dupli Building 2 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 Dupli Building 2 Agency Lease.

11.4 AMENDMENTS, CHANGES AND MODIFICATIONS.

This Dupli Building 2 Agency Lease may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.

11.5 COUNTERPARTS; ELECTRONIC SIGNATURE.

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.

11.6 APPLICABLE LAW.

This Dupli Building 2 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 DUPLI BUILDING 2 AGENCY LEASE, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS DUPLI BUILDING 2 AGENCY LEASE.

11.8 SUBORDINATION.

This Dupli Building 2 Agency Lease shall be subject and subordinate to the Company Lease and the Mortgage and all Permitted Encumbrances in all respects.

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 Dupli Building 2 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 Dupli Building 2 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 and 11.14 hereof shall similarly survive the termination of this Dupli Building 2 Agency Lease.

11.10 TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING.

The Table of Contents and the Section headings in this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease.

11.12 OBLIGATION TO SELL AND PURCHASE THE EQUIPMENT.

(a) Contemporaneously with the termination of this Dupli Building 2 Agency Lease in accordance with Section 5.2 hereof, the Agency shall sell and 156 Solar 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 Dupli Building 2 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 156 Solar of a bill of sale. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such transfer of title. 156 Solar agrees to prepare the bill of sale to 156 Solar 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 156 Solar. Dupli by executing this agreement consents to the foregoing.

(b) The Company agrees to prepare bill(s) of sale to the appropriate 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. The Agency shall have no obligation to determine, as between them, the respective interests of the Companies in and to the Equipment so transferred. In the event the Company fails to prepare such bill(s) of sale, the Agency may prepare one or more bills of sale in the name of any one or more of the Companies without regard to each Company's respective interest in the Equipment.

11.13 ENTIRE AGREEMENT.

This Dupli Building 2 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.

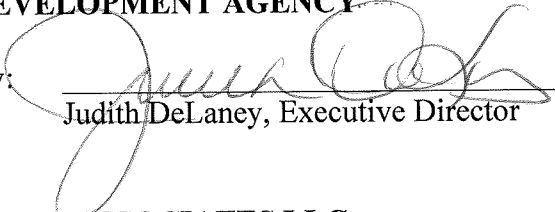
Section 875(7) of the New York General Municipal Law (“GML”) requires that the Agency post on its website all resolutions and agreements relating to the Company's appointment as an agent of the Agency or otherwise related to the Project; and Article 6 of the New York Public Officers Law declares that 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 Dupli Building 2 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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the Agency and the Company have caused this Dupli Building 2 Agency Lease to be executed in their respective names by their duly authorized representatives as of the day and year first written above.

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DEVELOPMENT AGENCY**

By: _____
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DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC
By: Dupli Associates LLC, its Managing Member
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

EXHIBIT “A”

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:

156 Solar: means 156 Solar Street LLC, a limited liability company, organized and existing under the laws of the State of New York having an address at 113 Court Street, Binghamton, New York 13901, and its permitted successors and assigns.

156 Solar Bill of Sale: means that certain Bill of Sale from 600 Franklin to the Agency dated as of December 1, 2020 in connection with the Equipment.

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 collectively, the Original Agency Lease and the Dupli Building 2 Agency Lease, as the same may be further amended or supplemented from time to time.

Application: means collectively the application submitted by the Company to the Agency dated April 13, 2017, the supplemental application dated February 4, 2020, requesting the Agency undertake the Project as same may be amended or supplemented from time to time.

Authorized Representative: means for the Agency, the Executive Director, Chair or Vice Chair of the Agency; for Dupli, its Managing Member; and for 156 Solar, its Managing Member (each 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 collectively, the 156 Solar Bill of Sale and the Dupli Bill of Sale.

Building 2: means an approximate 62,800 square foot building located at 156 Solar Street and Division Street West, Syracuse, New York.

City: means the City of Syracuse.

Closing Date: means December 17, 2020.

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

Company: means collectively, Dupli and 156 Solar.

Company Certification: means that certain Certification by Dupli and 156 Solar dated as of December 1, 2020 regarding compliance with the Agency's Local Labor Policy.

Company Documents: means collectively, the Solar Company Documents and the Dupli Company Documents.

Company Lease: means collectively, the Original Company Lease and the Dupli Building 2 Company Lease, as the same may be further amended or supplemented from time to time.

Completion Date: means twelve months following approval from the State Historic Preservation Office and National Parks Service of Building 2's historic designation but in no event later than June 1, 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.

Dupli: means Dupli Associates LLC, a limited liability company organized and existing under the laws of the State of New York having an address at 113 Court Street, Binghamton, New York 13901, and its permitted successors and assigns.

Dupli Bill of Sale: means that certain Bill of Sale from Dupli to the Agency dated as of December 1, 2020 in connection with the Equipment.

Dupli Building 2 Agency Lease: means the Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020 by and between the Agency, Dupli and 156 Solar, as the same may be amended or supplemented from time to time.

Dupli Building 2 Company Lease: means the Dupli Building 2 Company Lease Agreement dated as of December 1, 2020 between Dupli, 156 Solar and the Agency, as the same may be amended or supplemented from time to time.

Dupli Building 2 PILOT Agreement: means the payment in lieu of taxes agreement dated as of December 1, 2020 between 156 Solar, Dupli and the Agency, as the same may be further amended or supplemented from time to time.

Dupli Building 2 Project Agreement: means the project agreement dated as of December 1, 2020 between the Agency, Dupli and 156 Solar, as the same may be further amended or supplemented from time to time.

Dupli Company Documents: means the Company Lease, the Agency Lease, the Project Agreement, the PILOT Agreement, the Mortgage, the Environmental Compliance and Indemnification Agreement, the Dupli Bill of Sale, the Company Certification and any other documents executed by Dupli in connection with the Project or the Financial Assistance granted in connection therewith.

Environmental Compliance and Indemnification Agreement: means the Environmental Compliance and Indemnification Agreement dated as of December 1, 2020 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 "D"** to the Dupli Building 2 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 received under the PILOT Agreement or any mortgage recording tax exemptions provided to the Company.

Governmental Authority: 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 156 Solar Street in the City of Syracuse, County of Onondaga, New York, more particularly described on **Exhibit "C"** attached to the Dupli Building 2 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 Dupli Building 2 Agency Lease, securing construction and/or permanent financing for the Project Facility, executed in accordance with Section 4.5 of the Dupli Building 2 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.

Original Company Lease: means the Company Lease Agreement dated as of July 1, 2017 from Dupli to the Agency, pursuant to which Dupli leased the Project Facility to the Agency, as amended by that certain First Amendment to Company Lease dated as of December 1, 2020, by and among Dupli and the Agency, as the same may be further amended or supplemented from time to time.

Original Agency Lease: means the Agency Lease Agreement dated as of July 1, 2017 by and between the Agency and the Dupli, as amended by that certain First Amendment to Agency Lease dated as of December 1, 2020, by and among the Agency and Dupli, as the same may be further amended or supplemented from time to time.

Original PILOT Agreement: means the Payment in Lieu of Taxes Agreement dated as of July 1, 2017 between the Agency and Dupli, as amended by the First Amendment to PILOT Agreement dated as of December 1, 2020 between Dupli and the Agency and as the same may be further amended or supplemented from time to time.

Original Project Agreement: means the Project Agreement dated as of July 1, 2017 between the Agency and Dupli, as amended by the First Amendment to Project Agreement dated as of December 1, 2020 between Dupli and the Agency, as the same may be further amended or supplemented from time to time.

Permitted Encumbrances: means (A) utility, access and other easements and rights of way, and restrictions, encroachments and exceptions, that benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) artisans', mechanics', materialmen's, warehousemen's, carriers', landlords', bankers', workmen's compensation, unemployment compensation and social security, and other similar Liens to the extent permitted by the Agency Lease, including the lien of the Mortgage, (C) Liens for taxes (1) to the extent permitted by the Agency Lease or (2) at the time not delinquent, (D) any Lien on the Project Facility obtained through any Agency Document or Company Document or the Mortgage, (E) Liens of judgments or awards in respect of which an appeal or proceeding for review shall be pending (or is pending within ten days after entry) and a stay of execution shall have been obtained (or is obtained within ten days after entry), or in connection with any claim or proceeding, (F) Liens on any Property hereafter acquired by the Company or any subsidiary which liens are created contemporaneously with such acquisition to secure or provide for the payment or financing of any part of the purchase price thereof, (G) Liens consisting solely of restrictions under any applicable laws or any negative covenants in any applicable agreements (but only to the extent that such restrictions and covenants do not prohibit the execution, delivery and performance by the Company of the Agency Lease and the Mortgage, and (H) existing mortgages or encumbrances on the Project Facility as of the Closing Date or thereafter incurred with the consent of the Mortgagee and the Agency.

Person: means an individual, partnership, corporation, limited liability company, trust, or unincorporated organization, and any government or agency or political subdivision or branch thereof.

Plans and Specifications: means the 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 Dupli Building 2 Agency Lease, and any other presentation 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 or Building 2 Project: shall have the meaning ascribed thereto in the sixth WHEREAS clause of this Dupli Building 2 Agency Lease.

Project Agreement: means collectively, the Original Project Agreement and the Dupli Building 2 Project Agreement, as the same may be further 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.

Rental Restrictions: means, in accordance with the Agency's Uniform Tax Exemption Policy, the Company shall incorporate and rent twenty percent (20%) of the residential units in the Project Facility at the annual 65% AMI rent limit for the City as designated annually by US Department of Housing and Urban Development , inclusive of utilities.

Resolution or Resolutions: means the Agency's resolutions adopted on May 16, 2017, April 21, 2020 and October 20, 2020 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.

Solar Company Documents: means the Dupli Building 2 Company Lease, the Dupli Building 2 Agency Lease, the Dupli Building 2 Project Agreement, the Dupli Building 2 PILOT 156 Solar Bill of Sale, the Company Certification and any other documents executed by the 156 Solar in connection with the Project or the Financial Assistance granted in connection therewith.

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 “B”

HUD RATES

2020 HUD 65% RENT LIMITS*
(*Rent Limits Include Utilities)

EFFICIENCY	1 BR	2BR	3BR	4BR	5BR	6BR
\$885	\$950	\$1142	\$1310	\$1443	\$1573	\$1704

EXHIBIT "C"

REAL PROPERTY DESCRIPTION

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. $59^{\circ} 57' 30''$ E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. $28^{\circ} 01' 45''$ E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. $62^{\circ} 00' 40''$ W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. $27^{\circ} 59' 20''$ E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. $62^{\circ} 00' 40''$ W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. $81^{\circ} 09' 10''$ W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. $27^{\circ} 59' 20''$ W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

EXHIBIT “D”

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 either DUPLI ASSOCIATES LLC and/or 156 SOLAR STREET LLC 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 "E"
LOCAL ACCESS AGREEMENT

City of Syracuse
Industrial Development Agency

Local Access Agreement

156 Solar Street 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	156 Solar Street LLC					General Contractor	Not yet selected				
Representative for Contract Bids and Awards	Timothy M. Lynn					Contact					
Address	100 Madison Street					Address					
City	Syracuse	ST	NY	Zip	13202	City		ST		Zip	
Phone	315-476-1010		Fax				Phone			Fax	
Email	tim@ldts-law.com					Email					
Project Address	156 Solar Street					Construction Start Date	Projected October 2021				
City	Syracuse	ST	NY	Zip	13204	Occupancy Date	Projected December 2022				

Project Components – Indicate those for which bids will be sought:

Item	Estimated Value	Bid Date	Contact
Site work/Demolition			
Foundation and footings			
Building			
Masonry			
Metals			
Wood/casework			
Thermal/moisture proof			
Doors, windows, glazing			
Finishes			
Electrical			
HVAC			
Plumbing			
Specialties			
Machinery & Equipment			
Furniture and Fixtures			
Utilities			
Paving			
Landscaping			
Other (Identify)			

Date: December 14, 2020

Company: 156 Solar Street LLC

Signature: 

Name: Timothy M. Lynn, Authorized Representative

EXHIBIT "F"

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 "G"

FORM OF SUB-AGENT AGREEMENT

THIS SUB-AGENT APPOINTMENT AGREEMENT (the "*Agreement*"), dated as of _____, 20__, is by and between **156 SOLAR STREET, LLC** (the "*Company*"), with a mailing address of 113 Court Street, Binghamton, New York 13901 (and [NAME OF SUB-AGENT], 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 resolutions of its members adopted on May 16, 2017, April 21, 2020 and October 20, 2020 (the "*Resolution*"), the Agency agreed to undertake a project for the benefit of the Company (the "*Project*") consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("*Building 2*") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "*City*") (the "*Land*"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City² (the "*AMI*"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "*Facility*"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "*Equipment*" and together with the Land and the Facility, the "*Project Facility*"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "*Financial Assistance*"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement; and

² As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan*
http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

WHEREAS, under the Resolution and in the Agency Lease Agreement by and between the Company and the Agency dated as of December 1, 2020 (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 December 1, 2020 (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 covenants, agrees and acknowledges:

a. 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).

b. 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”**.

c. 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.

d. 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.

e. 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: DUPLI ASSOCIATES, LLC PROJECT – BUILDING 2, 156 Solar Street, IDA Project No.: 31022006.

f. 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.

g. 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.

h. 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.

i. 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.

j. The Sub-Agent agrees Local contractors and suppliers will be used for the construction and equipping of the Project unless a waiver is first received from the Agency in writing. Such waiver shall be in the Agency's sole discretion. The Sub-Agent agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project. Local shall mean, for the purposes of this Agreement, Onondaga, Oswego, Madison, Cayuga, Cortland and Oneida Counties. Failure to comply with the local labor requirements of this Section (j) (collectively, the "**Local Labor Requirements**") may result in the revocation or recapture of benefits provided/approved to the Project by the Agency.

k. 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.

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

m. 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 the 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.

n. 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 duty authorized officers, all as of the day and year first above written.

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

[NAME OF SUB-AGENT]

By: _____
Name:
Title:

EXHIBIT "A"
to Sub-Agent Agreement

FORM ST-123



IDA Agent or Project Operator

Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

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

Exempt purchases

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

- A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project
- C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

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

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

Instructions

To the purchaser

You may use Form ST-123 if you:

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

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

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

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

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1118(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) 485-2889

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



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

SCHEDULE "A"
to Sub-Agent Agreement
RECAPTURE POLICY

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 "H"
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 December, 2020, at the request of **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive), Syracuse, New York 13204 ("**Dupli**") and **156 SOLAR STREET LLC**, a New York limited liability company, having its office at 113 Court Street, Binghamton, New York 13901 ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), the City of Syracuse Industrial Development Agency (the "**Agency**") undertook undertake an amended project (the "**Project**" or "**Building 2 Project**") consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City³ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended 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 December 1, 2020 between the Agency and the Company (the "**Agency Lease**").

On December 17, 2020 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**").

³ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan*
http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%202001-06-2016.pdf

Pursuant to the Company's request, the Agency terminated their leasehold interest in the Project Facility as of _____, 20__ (the "**Termination**").

Pursuant to the terms of the Agency lease, the Company is obligated to perform certain reporting requirements to the Agency.

- (1) certain provisions and obligations of the Lease Documents survive the Termination, including: Article 4 of the Agency Lease and Sections 2.2, 8.2, 8.5, 8.12, 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 \$8,992,896, 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 thirty-four (34) 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 6.07 below) 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__

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

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

THE PROJECT OWNER MUST CAUSE EACH TENANT TO COMPLETE THE FOLLOWING AND PROJECT OWNER MUST SUBMIT COMPLETED FORM TO AGENCY ALONG WITH A COPY OF EACH TENANT'S LEASE.

**RENT CERTIFICATION
TENANT DATA FORM**

OWNER: _____

SUBJECT-PROPERTY ADDRESS: _____

TENANTS NAME _____

TENANT'S ADDRESS _____

TENANT'S PHONE NUMBER _____ WORK NUMBER _____

HEAD OF HOUSEHOLD: AGE _____ MALE _____ OR FEMALE _____ RACE _____
HANDICAPPED? _____

NUMBER OF DEPENDENTS OF TENANTS LIVING WITH YOU (STATE NAME, AGE AND SEX)

NUMBER OF DEPENDENTS HANDICAPPED _____

ACTUAL NUMBER OF BEDROOMS WITHIN YOUR APARTMENT: _____

WHEN DID YOU BEGIN TO OCCUPY THIS APARTMENT: _____

INDICATE MONTHLY RENT _____ DOES RENT INCLUDE UTILITIES _____

I/WE UNDERSTAND THAT IT MAY BE A FEDERAL CRIME PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE ANY FALSE STATEMENTS CONCERNING ANY OF THE ABOVE FACTS AS APPLICABLE UNDER THE PROVISIONS OF THE UNITED STATES CRIMINAL CODE. I/WE ATTEST THAT ALL OF THE ABOVE INFORMATION IS TRUE AND ACCURATE. FURTHERMORE, I/WE CONSENT AND AUTHORIZE THE DEPARTMENT OF COMMUNITY DEVELOPMENT TO VERIFY ANY AND ALL INFORMATION CONTAINED HEREIN.

TENANT'S SIGNATURE

DATE

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

Onondaga County Clerk Recording Cover Sheet

Received From :
CHICAGO TITLE

Return To :
BOUSQUET HOLSTEIN PLLC
110 W FAYETTE ST STE 1000
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

First PARTY 2

DUPLI ASSOCIATES LLC

Index Type : Land Records

Instr Number : 2020-00050180

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee: \$86.00

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 # : 5700

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$86.00

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) : 12/22/2020

At (Recorded Time) : 1:59:52 PM



Doc ID - 041493660008

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

Record and Return to:
Susan R. Katzoff, Esq.
Bousquet Holstein PLLC
110 W. Fayette Street, Suite 1000
Syracuse, NY 13202

**MEMORANDUM OF
FIRST AMENDMENT TO
AGENCY LEASE AGREEMENT¹**

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: Dupli Associates LLC
113 Court Street
Binghamton, New York 13901

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 FIRST AMENDMENT TO AGENCY LEASE AGREEMENT:

As of December 1, 2020

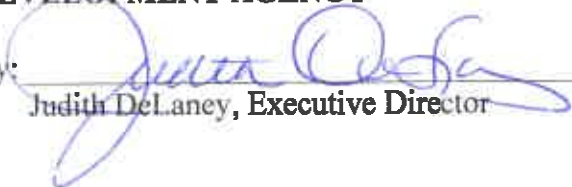
TERM OF FIRST AMENDMENT TO AGENCY LEASE AGREEMENT:

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.

¹ This Memorandum of First Amendment to Agency Lease Agreement is in relation to the Agency Lease Agreement between the Lessor and Lessee dated as of July 1, 2017, a memorandum of which was filed in the Onondaga County Clerk's Office on July 26, 2017 in Book 5436 at page 61.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of December, 2020.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith Delaney, Executive Director

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of December, 2020.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

By:  _____
Mark E. Lane, Managing Member

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

On this 8th day of December, 2020, 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, 2022

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

On the ___ day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARK E. LANE**, 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

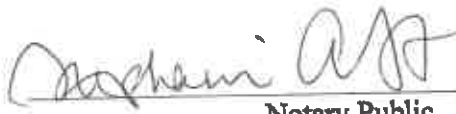
STATE OF NEW YORK)
) ss.:
COUNTY OF ONONDAGA)

On this ____ day of December, 2020, 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 4th day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARK E. LANE**, 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

STEPHANIE A. SMITH
Notary Public, State of New York
No. 015M4992504
Qualified in Madison County
M. Commission Expires April 27, 2022

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

600 Franklin Street North to Solar Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc., and/or Borden, Inc. by the following 3 deeds:

1. from Borden's Milk Products Company, Inc. dated January 4, 1936 and recorded in Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
2. from James A. Jacobs and Susan Jacobs dated July 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. from Woodstead Enterprises, LTD. dated November 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

Beginning at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed by Borden, Inc. to the City of Syracuse for public purposes by deed recorded in Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N 28° 09' 10" W along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly, continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 N. Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 13' 48", and a chord bearing N 67° 57' 44" E, 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along the last mentioned division line, a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S 28° 09' 10" E along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence S 61° 50' 50" W along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Rousing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S 28° 09' 10" E continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence S 61° 50' 50" W continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N 28° 09' 10" W along said street boundary, a distance

of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence s 61° 50' 50" W along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S 28° 09' 10" E along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence s 61° 50' 50" w along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 feet to the point of beginning.

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 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, Social Security number (SSN), and Employer Identification Number (EIN).

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. Row 1: 118.-06-08.0, 118.-06-01.0, 311500, 600 Franklin Street N. and 156 Solar Street, Syracuse, Onondaga.

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 date of conveyance (07/01/2017).

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

Form with checkboxes for conditions of conveyance (a. Conveyance of fee interest, b. Acquisition of a controlling interest, etc.).

Table for recording officer's use with columns: Amount received, Date received, Transaction number. Includes sub-rows for Schedule B, Part 1 and Part 2.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) Exemption claimed
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0	00
2.	0	00
3.	0	00
4.	0	00
5.	0	00
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)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
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

Dupli Associates LLC, by FS Development Associates, LLC, its Manager

Executive Director

Managing Member

Title

Grantee signature

Title

Grantor signature

Judith DeLaney

Mark E. Lane

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

Dupli Associates LLC, by Development Associates, LLC, its Manager

	Executive Director	
	Title	
Grantor signature Judith DeLaney	Grantee signature Mark E. Lane	Managing Member 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 _____ Date _____ to _____ Date _____ (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

SCHEDULE "A"

The document being recorded for which this NYS Form TP-584 is being provided is a Memorandum of Lease between the Grantor and the Grantee. The sum of the term of the lease and any options for renewal do not exceed forty-nine (49) years, and therefore said lease is not a Conveyance within the meaning of Article 31 of the Tax Law.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

AND

DUPLI ASSOCIATES, LLC

AND

156 SOLAR STREET LLC

**DUPLI BUILDING 2
AGENCY LEASE AGREEMENT**

DATED AS OF DECEMBER 1, 2020

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**DUPLI BUILDING 2
AGENCY LEASE AGREEMENT**

THIS DUPLI BUILDING 2 AGENCY LEASE AGREEMENT, dated as of December 1, 2020 (the “*Dupli Building 2 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*”), **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and **156 SOLAR STREET LLC**, a New York limited liability company, having its office at 113 Court Street, Binghamton, New York 13901 (“*156 Solar*” and together with Dupli, collectively, 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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”) (bearing tax parcel identification number 118.-06-01.0) (the “*Building 2 Land*”), each in the City of Syracuse, New York (the “*City*”) (Building 1 Land together with Building 2 Land, collectively referred to as the “*Original Land*”);

(ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 156 Solar Street LLC, the SPE for the Building 2 Project ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), 156 Solar will be a party to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, the Agency, by resolutions adopted April 21, 2020 and October 20, 2020, the Project and the Bifurcated Agreements to accommodate the Ownership Structure such that the applicable Bifurcated Agreements for the Building 2 Project will govern the Building 2 Project consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W.

improved by an approximate 62,800 square foot building (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); 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 and/or its designee as its agent with respect to the undertaking and completing the Project; (2) continuing its 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 Dupli Building 2 Agency Lease; and

WHEREAS, 156 Solar is the current owner of the Land and the Facility; and

WHEREAS, in accordance with the terms of that certain company lease agreement dated as of July 21, 2017, as amended by the first amendment First Amendment to Company Lease dated as of December 1, 2020, each between Dupli and the Agency (collectively, the "**Original Company Lease**"), the Company has leased or continued its lease of the Land and the Facility to the Agency; and

WHEREAS, Dupli has conveyed title to the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2020 (the "**Dupli Bill of Sale**") and 156 Solar has conveyed title to the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2020 (the "**156 Solar Bill of Sale**" and together with the Dupli Bill of Sale, collectively, the "**Bill of Sale**"); and

WHEREAS, the Agency now proposes to sublease the Project Facility to 156 Solar pursuant to the terms and conditions herein set forth; and

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

WHEREAS, all things necessary to constitute this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 “A”** except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Dupli Building 2 Agency Lease, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms as used in this Dupli Building 2 Agency Lease refer to this Dupli Building 2 Agency Lease; the term “heretofore” shall mean before and the term “hereafter” shall mean after the date of this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease.

(d) Unless otherwise so indicated, the term Company shall refer jointly to 156 Solar and Dupli.

**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 Dupli Building 2 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 Dupli Building 2 Agency Lease and the other Agency Documents.

(b) Neither the execution and delivery of this Dupli Building 2 Agency Lease, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions of this Dupli Building 2 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 Dupli Building 2 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.

Dupli and 156 Solar, each as noted or jointly as the Company, acknowledge, represent, warrants and covenant to the Agency as follows:

(a) Dupli 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 Dupli Building 2 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 Dupli Building 2 Agency Lease and the other Company Documents; and

(b) 156 Solar 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 Dupli Building 2 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 Dupli Building 2 Agency Lease and the other Company Documents; and

(c) Each Dupli and 156 Solar for itself represent and covenant that, for each respectively, this Dupli Building 2 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 Dupli and 156 Solar enforceable in accordance with their respective terms; and

(d) Dupli has, contemporaneously with the execution and delivery of this Dupli Building 2 Agency Lease, transferred fee title of the Project Facility to 156 Solar. During the term of this Dupli Building 2 Agency Lease, Dupli shall hold 90% of the membership interests in 156 Solar; and

(e) 156 Solar is the fee title owner of the Project Facility. 156 Solar shall remain the fee owner of the Project Facility for the term of this Dupli Building 2 Agency Lease unless otherwise consented to in writing by the Agency; and

(f) The Company shall complete the Project Facility on or before the Completion Date; and.

(g) This Project is not primarily used for retail as set forth in the Act; and

(h) 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; and.

(i) For the duration of the term hereof, and in accordance with the Agency's Uniform Tax Exemption Policy ("**UTE**P"), the Company shall incorporate and rent twenty percent (20%) of the residential units in the Project Facility at the annual 65% AMI rent limit for the City as designated annually by US Department of Housing and Urban Development ("**HUD**"), inclusive of utilities (the "**HUD Rates**") (collectively, the "**Rental Restrictions**"). The 2020 HUD Rates are attached hereto at **Exhibit "B"**. Rental rates in the leases for these residential units must be tied to the annual HUD Rates. It is the Company's obligation to obtain the annual HUD Rates each year. Generally, the HUD Rates are published in or about June of each year; and

(j) During the Reporting Period, the Company shall provide the reporting and certifications required relative to the Rent Restrictions as more fully set forth in Section 8.5 hereof. The Company acknowledges that failure to maintain and/or report on the Rent Restrictions as set forth herein, shall give rise to the Agency's right to recapture all Recapture Amounts;

(k) Neither the execution and delivery of this Dupli Building 2 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, Dupli's or 156 Solar'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 either

Dupli or 156 Solar is a party or by which either Dupli or 156 Solar or any of its respective 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.

(l) 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 help eliminate blight and advance job opportunities, prosperity, and standard of living and help prevent economic deterioration.

(m) 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); and

(n) 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; and

(o) The Project will not have a significant effect on the environment" (within the meaning of such term as used in SEQRA) and the Company hereby covenants to comply with all mitigating measures, requirements and conditions, if any, enumerated in the SEQR Resolution under SEQRA applicable to the acquisition, construction 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; and

(p) The Company acknowledges the Agency's Local Access Policy and the Company's obligation to comply. The Company further understands and agrees that it is the preference of the Agency that the Company provide opportunities for the purchase of goods and services from: (i) business enterprises located in the City; (ii) certified minority and or women-owned business enterprises; and (iii) business enterprises that employ residents of the City. The Company further understands and acknowledges that consideration will be given by the Agency to the Company's efforts to comply, and compliance, with this objective at any time an extension of benefits is sought or involvement by the Agency with the Project is requested by the Company; and

(q) The Agency's undertaking of the Project and the provision of Financial Assistance for the Project will not have a significant impact on the environment within the meaning of SEQRA; and

(r) 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; and

(s) The Company has, or will have as of the first date of construction and equipping, all then necessary permits, licenses, and governmental approvals and consents (collectively, "**Approvals**") for the construction 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; and

(t) The Company will not sublease the whole or any portion of the Project Facility for an unlawful purpose; and

(u) No part of the Project Facility will be located outside of the City; and

(v) 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 Dupli Building 2 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; and

(w) 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; and

(x) 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; and

(y) 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 in Section 8.12(g) hereof) 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.

(z) The amount of State and local sales and use tax benefits comprising the Financial Assistance approved by the Agency shall not exceed **\$430,998**. The Company shall not request, obtain nor claim State and local sales and use tax exemptions in excess of this amount; and

(aa) The Company hereby acknowledges that any exemption from mortgage recording tax authorized by the Agency as part of the Financial Assistance is subject to Section 874 of the Act; and

(bb) 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; and

(cc) 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; and

(dd) The Company shall cooperate with the Agency in the Agency's efforts to recover, recapture, receive or otherwise obtain from the Company any Recapture Amount, and shall, upon the Agency's request, immediately pay to the Agency any Recapture Amount, together with any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise.

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 "C"** 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 "D"** attached hereto. Under this Dupli Building 2 Agency Lease, the Agency will convey, or will cause to be conveyed, to 156 Solar, 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, 156 Solar shall be entitled to use the Project Facility in accordance with the terms of this Dupli Building 2 Agency Lease and for the purposes described in the third WHEREAS clause of this Dupli Building 2 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, CONSTRUCTION AND EQUIPPING OF THE PROJECT

4.1 RECONSTRUCTION, RENOVATION, CONSTRUCTION AND EQUIPPING OF THE PROJECT FACILITY.

(a) The Company shall promptly construct, 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 Dupli Building 2 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 "E"**.

(b) The Agency hereby confirms the appointment of 156 Solar as its true and lawful agent to perform the following in compliance with the terms, purposes, and intent of this Dupli Building 2 Agency Lease, the Act and the other Company Documents, and 156 Solar 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 will proceed with due diligence to acquire, reconstruct, renovate, equip and complete the Project Facility on or before the Completion Date. 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 Dupli Building 2 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 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 Dupli Building 2 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 Dupli Building 2 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 156 Solar 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 156 Solar and approved by counsel to the Agency and as may be required in connection with 156 Solar'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 Dupli Building 2 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) 156 Solar 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 Dupli Building 2 Agency Lease, 156 Solar 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 156 Solar, 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 156 Solar, 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 Dupli Building 2 Agency Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2033** (the "**Term**"), unless earlier 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 Dupli Building 2 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 Dupli Building 2 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) 156 Solar shall have the option, at any time during the Term of this Dupli Building 2 Agency Lease, to terminate this Dupli Building 2 Agency Lease. In the event that 156 Solar shall exercise its option to terminate this Dupli Building 2 Agency Lease pursuant to this Section 5.2(c), 156 Solar shall file with the Agency a certificate stating 156 Solar'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 156 Solar'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 Dupli Building 2 Agency Lease, the Company Lease and the PILOT Agreement (including, but not limited to those in connection with the early termination of this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease in accordance with Sections 5.1 or 5.2 hereof, the Agency shall transfer, and 156 Solar 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 Dupli Building 2 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 156 Solar 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 Dupli Building 2 Agency Lease.

(h) The obligation of the Agency under this Section 5.2 to convey the Project Facility to 156 Solar 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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.

(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 Dupli Building 2 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 Dupli Building 2 Agency Lease and to perform and observe any and all of the other covenants and agreements on its part contained herein, including but not limited to the Rental Restrictions, are joint and several 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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, or 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, 156 Solar may in good faith actively contest any such taxes, assessments, and other charges, provided that (1) 156 Solar shall have first notified the Agency of such contest; (2) no Event of Default under this Dupli Building 2 Agency Lease or any of the other Company Documents shall have occurred and be continuing; and (3) 156 Solar shall have set aside adequate reserves for any such taxes, assessments and other charges. If 156 Solar 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, 156 Solar 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 156 Solar or secured by 156 Solar's posting a bond in form and substance satisfactory to the Agency.

6.3 INSURANCE REQUIRED.

During the Term of this Dupli Building 2 Agency Lease, 156 Solar 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 Dupli Building 2 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 156 Solar 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 156 Solar are engaged. All policies evidencing such insurance except the Workers' Compensation policy shall name 156 Solar 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, 156 Solar 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 156 Solar covering the Project Facility; and (iv) evidence that the insurance so required is on a primary and non-contributory basis. In addition, 156 Solar 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.

156 Solar 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. 156 Solar shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Dupli Building 2 Agency Lease each year throughout the Term of this Dupli Building 2 Agency Lease.

All premiums with respect to the insurance required by Section 6.3 shall be paid by 156 Solar, provided, however, that, if the premiums are not timely paid, the Agency may pay such premiums and 156 Solar 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.

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. 156 Solar and Dupli each agree that the obligations hereunder and under the PILOT Agreement with respect to the payment of taxes, or payments in lieu thereof, are joint and several.

**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 Dupli Building 2 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, 156 Solar 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 156 Solar 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, 156 Solar 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), 156 Solar 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 156 Solar shall notify the Agency that, in 156 Solar’s sole judgment, 156 Solar 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 Dupli Building 2 Agency Lease and the other Agency and Company Documents, shall be applied to the repayment of all amounts due to the Agency under this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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) 156 Solar 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 156 Solar under this Dupli Building 2 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, 156 Solar 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 156 Solar 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), 156 Solar 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 156 Solar's sole judgment, 156 Solar 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 156 Solar for its purposes.

(c) 156 Solar 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 Dupli Building 2 Agency Lease, the Company Lease, the Mortgage or any other documents executed by the Agency at the direction of the Company in conjunction with the Project Facility;

(3) All claims arising from the exercise by the Company, and or its Additional Agents (as defined herein) of the authority conferred upon it and performance of the obligations assumed under Section 4.1 hereof;

(4) Any and all claims arising from the non-disclosure of information, if any, requested by the Company in accordance with Section 11.14 hereof;

(5) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents or employees.

To the fullest extent permitted by law, the foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of the Agency or any of its officers, members, agents, servants or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportional liability.

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

(c) To effectuate the provisions of this Section 8.2, the Company agrees to provide for and insure, in the liability policies required by Section 6.3, its liabilities assumed pursuant to this Section 8.2.

(d) Notwithstanding any other provisions of this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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, but, in the event this Dupli Building 2 Agency Lease is terminated early in accordance with Section 5.2 hereof, the Company shall nonetheless report and provide information for a period of five (5) years from the termination date, unless the early termination occurs less than five years from the original Term hereof, in which case the Company shall continue to provide the required information and reporting 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, Rent Restrictions and for itself and each of its Additional Agents, information regarding job creation^[1], Local Labor Requirements, exemptions from State and local sales and use tax, real property and mortgage recording taxes and other topics as the Agency from time to time reasonably considers necessary or appropriate including, but not limited to, the rent certification tenant form and annual reporting questionnaire, in substantially the form as set forth in **Exhibit "F"** 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.

^[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.

8.6 BOOKS OF RECORD AND ACCOUNT; FINANCIAL STATEMENTS.

During the Term of this Dupli Building 2 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 Dupli Building 2 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.

(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 Dupli Building 2 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 Dupli Building 2 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, 156 Solar 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 156 Solar 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 Dupli Building 2 Agency Lease. 156 Solar 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) 156 Solar 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, 156 Solar 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 "G"**, 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) 156 Solar 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 156 Solar and all other Additional Agents under the authority granted to 156 Solar pursuant to Section 4.1(b) of this Dupli Building 2 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, 156 Solar and each Additional Agent shall immediately cease to be the agent of the Agency in connection with the Project. 156 Solar 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 156 Solar, 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 156 Solar, 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 "H"**, this Dupli 1 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 Dupli Building 2 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 156 Solar 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease, and the terms “Event of Default” or “Default” shall mean, whenever they are used in this Dupli Building 2 Agency Lease, any one or more of the following events:

(a) A default by either 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 156 Solar to maintain the insurance required by Section 6.3; or

(c) A default in the performance or the observance of any other of the covenants, conditions, or agreements on the part of 156 Solar and/or Dupli, as applicable, in this Dupli Building 2 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 either 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

(d) A transfer in contravention of Article 9 hereof;

(e) 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

(f) Either Company shall generally not pay its debts as such debts become due or is unable to pay its debts as they become due.

(g) Either 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

(h) 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

(i) 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; or

(j) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance; or

(k) Failure by the Company to maintain and comply with the Rental Restrictions and to provide the required reporting and certifications to the Agency.

For the avoidance of doubt, a default by either Dupli or 156 Solar constitutes an Event of Default hereunder giving rise to the Agency's remedies and all liability is joint and several.

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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease.

10.4 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES.

In the event the Company should Default under any of the provisions of this Dupli Building 2 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.

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 Dupli, to: Dupli Associates, LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

(c) If to 156 Solar, to: 156 Solar Street LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to: Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, 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 Dupli Building 2 Agency Lease shall inure to the benefit of and shall be binding upon the Agency and the Company and, as permitted by this Dupli Building 2 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 Dupli Building 2 Agency Lease.

11.4 AMENDMENTS, CHANGES AND MODIFICATIONS.

This Dupli Building 2 Agency Lease may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.

11.5 COUNTERPARTS; ELECTRONIC SIGNATURE.

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.

11.6 APPLICABLE LAW.

This Dupli Building 2 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 DUPLI BUILDING 2 AGENCY LEASE, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS DUPLI BUILDING 2 AGENCY LEASE.

11.8 SUBORDINATION.

This Dupli Building 2 Agency Lease shall be subject and subordinate to the Company Lease and the Mortgage and all Permitted Encumbrances in all respects.

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 Dupli Building 2 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 Dupli Building 2 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 and 11.14 hereof shall similarly survive the termination of this Dupli Building 2 Agency Lease.

11.10 TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING.

The Table of Contents and the Section headings in this Dupli Building 2 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 Dupli Building 2 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 Dupli Building 2 Agency Lease.

11.12 OBLIGATION TO SELL AND PURCHASE THE EQUIPMENT.

(a) Contemporaneously with the termination of this Dupli Building 2 Agency Lease in accordance with Section 5.2 hereof, the Agency shall sell and 156 Solar 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 Dupli Building 2 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 156 Solar of a bill of sale. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such transfer of title. 156 Solar agrees to prepare the bill of sale to 156 Solar 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 156 Solar. Dupli by executing this agreement consents to the foregoing.

(b) The Company agrees to prepare bill(s) of sale to the appropriate 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. The Agency shall have no obligation to determine, as between them, the respective interests of the Companies in and to the Equipment so transferred. In the event the Company fails to prepare such bill(s) of sale, the Agency may prepare one or more bills of sale in the name of any one or more of the Companies without regard to each Company's respective interest in the Equipment.

11.13 ENTIRE AGREEMENT.

This Dupli Building 2 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.

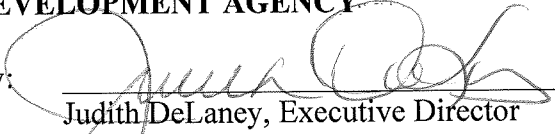
Section 875(7) of the New York General Municipal Law (“GML”) requires that the Agency post on its website all resolutions and agreements relating to the Company's appointment as an agent of the Agency or otherwise related to the Project; and Article 6 of the New York Public Officers Law declares that 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency and the Company have caused this Dupli Building 2 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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the Agency and the Company have caused this Dupli Building 2 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

DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC
By: Dupli Associates LLC, its Managing Member
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

EXHIBIT “A”

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:

156 Solar: means 156 Solar Street LLC, a limited liability company, organized and existing under the laws of the State of New York having an address at 113 Court Street, Binghamton, New York 13901, and its permitted successors and assigns.

156 Solar Bill of Sale: means that certain Bill of Sale from 600 Franklin to the Agency dated as of December 1, 2020 in connection with the Equipment.

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 collectively, the Original Agency Lease and the Dupli Building 2 Agency Lease, as the same may be further amended or supplemented from time to time.

Application: means collectively the application submitted by the Company to the Agency dated April 13, 2017, the supplemental application dated February 4, 2020, requesting the Agency undertake the Project as same may be amended or supplemented from time to time.

Authorized Representative: means for the Agency, the Executive Director, Chair or Vice Chair of the Agency; for Dupli, its Managing Member; and for 156 Solar, its Managing Member (each 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 collectively, the 156 Solar Bill of Sale and the Dupli Bill of Sale.

Building 2: means an approximate 62,800 square foot building located at 156 Solar Street and Division Street West, Syracuse, New York.

City: means the City of Syracuse.

Closing Date: means December 17, 2020.

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

Company: means collectively, Dupli and 156 Solar.

Company Certification: means that certain Certification by Dupli and 156 Solar dated as of December 1, 2020 regarding compliance with the Agency's Local Labor Policy.

Company Documents: means collectively, the Solar Company Documents and the Dupli Company Documents.

Company Lease: means collectively, the Original Company Lease and the Dupli Building 2 Company Lease, as the same may be further amended or supplemented from time to time.

Completion Date: means twelve months following approval from the State Historic Preservation Office and National Parks Service of Building 2's historic designation but in no event later than June 1, 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.

Dupli: means Dupli Associates LLC, a limited liability company organized and existing under the laws of the State of New York having an address at 113 Court Street, Binghamton, New York 13901, and its permitted successors and assigns.

Dupli Bill of Sale: means that certain Bill of Sale from Dupli to the Agency dated as of December 1, 2020 in connection with the Equipment.

Dupli Building 2 Agency Lease: means the Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020 by and between the Agency, Dupli and 156 Solar, as the same may be amended or supplemented from time to time.

Dupli Building 2 Company Lease: means the Dupli Building 2 Company Lease Agreement dated as of December 1, 2020 between Dupli, 156 Solar and the Agency, as the same may be amended or supplemented from time to time.

Dupli Building 2 PILOT Agreement: means the payment in lieu of taxes agreement dated as of December 1, 2020 between 156 Solar, Dupli and the Agency, as the same may be further amended or supplemented from time to time.

Dupli Building 2 Project Agreement: means the project agreement dated as of December 1, 2020 between the Agency, Dupli and 156 Solar, as the same may be further amended or supplemented from time to time.

Dupli Company Documents: means the Company Lease, the Agency Lease, the Project Agreement, the PILOT Agreement, the Mortgage, the Environmental Compliance and Indemnification Agreement, the Dupli Bill of Sale, the Company Certification and any other documents executed by Dupli in connection with the Project or the Financial Assistance granted in connection therewith.

Environmental Compliance and Indemnification Agreement: means the Environmental Compliance and Indemnification Agreement dated as of December 1, 2020 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 "D"** to the Dupli Building 2 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 received under the PILOT Agreement or any mortgage recording tax exemptions provided to the Company.

Governmental Authority: 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 156 Solar Street in the City of Syracuse, County of Onondaga, New York, more particularly described on **Exhibit "C"** attached to the Dupli Building 2 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 Dupli Building 2 Agency Lease, securing construction and/or permanent financing for the Project Facility, executed in accordance with Section 4.5 of the Dupli Building 2 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.

Original Company Lease: means the Company Lease Agreement dated as of July 1, 2017 from Dupli to the Agency, pursuant to which Dupli leased the Project Facility to the Agency, as amended by that certain First Amendment to Company Lease dated as of December 1, 2020, by and among Dupli and the Agency, as the same may be further amended or supplemented from time to time.

Original Agency Lease: means the Agency Lease Agreement dated as of July 1, 2017 by and between the Agency and the Dupli, as amended by that certain First Amendment to Agency Lease dated as of December 1, 2020, by and among the Agency and Dupli, as the same may be further amended or supplemented from time to time.

Original PILOT Agreement: means the Payment in Lieu of Taxes Agreement dated as of July 1, 2017 between the Agency and Dupli, as amended by the First Amendment to PILOT Agreement dated as of December 1, 2020 between Dupli and the Agency and as the same may be further amended or supplemented from time to time.

Original Project Agreement: means the Project Agreement dated as of July 1, 2017 between the Agency and Dupli, as amended by the First Amendment to Project Agreement dated as of December 1, 2020 between Dupli and the Agency, as the same may be further amended or supplemented from time to time.

Permitted Encumbrances: means (A) utility, access and other easements and rights of way, and restrictions, encroachments and exceptions, that benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) artisans', mechanics', materialmen's, warehousemen's, carriers', landlords', bankers', workmen's compensation, unemployment compensation and social security, and other similar Liens to the extent permitted by the Agency Lease, including the lien of the Mortgage, (C) Liens for taxes (1) to the extent permitted by the Agency Lease or (2) at the time not delinquent, (D) any Lien on the Project Facility obtained through any Agency Document or Company Document or the Mortgage, (E) Liens of judgments or awards in respect of which an appeal or proceeding for review shall be pending (or is pending within ten days after entry) and a stay of execution shall have been obtained (or is obtained within ten days after entry), or in connection with any claim or proceeding, (F) Liens on any Property hereafter acquired by the Company or any subsidiary which liens are created contemporaneously with such acquisition to secure or provide for the payment or financing of any part of the purchase price thereof, (G) Liens consisting solely of restrictions under any applicable laws or any negative covenants in any applicable agreements (but only to the extent that such restrictions and covenants do not prohibit the execution, delivery and performance by the Company of the Agency Lease and the Mortgage, and (H) existing mortgages or encumbrances on the Project Facility as of the Closing Date or thereafter incurred with the consent of the Mortgagee and the Agency.

Person: means an individual, partnership, corporation, limited liability company, trust, or unincorporated organization, and any government or agency or political subdivision or branch thereof.

Plans and Specifications: means the 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 Dupli Building 2 Agency Lease, and any other presentation 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 or Building 2 Project: shall have the meaning ascribed thereto in the sixth WHEREAS clause of this Dupli Building 2 Agency Lease.

Project Agreement: means collectively, the Original Project Agreement and the Dupli Building 2 Project Agreement, as the same may be further 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.

Rental Restrictions: means, in accordance with the Agency's Uniform Tax Exemption Policy, the Company shall incorporate and rent twenty percent (20%) of the residential units in the Project Facility at the annual 65% AMI rent limit for the City as designated annually by US Department of Housing and Urban Development , inclusive of utilities.

Resolution or Resolutions: means the Agency's resolutions adopted on May 16, 2017, April 21, 2020 and October 20, 2020 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.

Solar Company Documents: means the Dupli Building 2 Company Lease, the Dupli Building 2 Agency Lease, the Dupli Building 2 Project Agreement, the Dupli Building 2 PILOT 156 Solar Bill of Sale, the Company Certification and any other documents executed by the 156 Solar in connection with the Project or the Financial Assistance granted in connection therewith.

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 “B”

HUD RATES

2020 HUD 65% RENT LIMITS*
(*Rent Limits Include Utilities)

EFFICIENCY	1 BR	2BR	3BR	4BR	5BR	6BR
\$885	\$950	\$1142	\$1310	\$1443	\$1573	\$1704

EXHIBIT "C"

REAL PROPERTY DESCRIPTION

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. $59^{\circ} 57' 30''$ E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. $28^{\circ} 01' 45''$ E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. $62^{\circ} 00' 40''$ W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. $27^{\circ} 59' 20''$ E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. $62^{\circ} 00' 40''$ W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. $81^{\circ} 09' 10''$ W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. $27^{\circ} 59' 20''$ W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

EXHIBIT “D”

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 either DUPLI ASSOCIATES LLC and/or 156 SOLAR STREET LLC 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 "E"
LOCAL ACCESS AGREEMENT

City of Syracuse
Industrial Development Agency

Local Access Agreement

156 Solar Street 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	156 Solar Street LLC					General Contractor	Not yet selected				
Representative for Contract Bids and Awards	Timothy M. Lynn					Contact					
Address	100 Madison Street					Address					
City	Syracuse	ST	NY	Zip	13202	City		ST		Zip	
Phone	315-476-1010		Fax				Phone			Fax	
Email	tim@ldts-law.com					Email					
Project Address	156 Solar Street					Construction Start Date	Projected October 2021				
City	Syracuse	ST	NY	Zip	13204	Occupancy Date	Projected December 2022				

Project Components – Indicate those for which bids will be sought:

Item	Estimated Value	Bid Date	Contact
Site work/Demolition			
Foundation and footings			
Building			
Masonry			
Metals			
Wood/casework			
Thermal/moisture proof			
Doors, windows, glazing			
Finishes			
Electrical			
HVAC			
Plumbing			
Specialties			
Machinery & Equipment			
Furniture and Fixtures			
Utilities			
Paving			
Landscaping			
Other (Identify)			

Date: December 14, 2020

Company: 156 Solar Street LLC

Signature: 

Name: Timothy M. Lynn, Authorized Representative

EXHIBIT "F"

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

THE PROJECT OWNER MUST CAUSE EACH TENANT TO COMPLETE THE FOLLOWING AND PROJECT OWNER MUST SUBMIT COMPLETED FORM TO AGENCY ALONG WITH A COPY OF EACH TENANT'S LEASE.

**RENT CERTIFICATION
TENANT DATA FORM**

OWNER: _____

SUBJECT-PROPERTY ADDRESS: _____

TENANTS NAME _____

TENANT'S ADDRESS _____

TENANT'S PHONE NUMBER _____ WORK NUMBER _____

HEAD OF HOUSEHOLD: AGE _____ MALE _____ OR FEMALE _____ RACE _____
HANDICAPPED? _____

NUMBER OF DEPENDENTS OF TENANTS LIVING WITH YOU (STATE NAME, AGE AND SEX)

NUMBER OF DEPENDENTS HANDICAPPED _____

ACTUAL NUMBER OF BEDROOMS WITHIN YOUR APARTMENT: _____

WHEN DID YOU BEGIN TO OCCUPY THIS APARTMENT: _____

INDICATE MONTHLY RENT _____ DOES RENT INCLUDE UTILITIES _____

I/WE UNDERSTAND THAT IT MAY BE A FEDERAL CRIME PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE ANY FALSE STATEMENTS CONCERNING ANY OF THE ABOVE FACTS AS APPLICABLE UNDER THE PROVISIONS OF THE UNITED STATES CRIMINAL CODE. I/WE ATTEST THAT ALL OF THE ABOVE INFORMATION IS TRUE AND ACCURATE. FURTHERMORE, I/WE CONSENT AND AUTHORIZE THE DEPARTMENT OF COMMUNITY DEVELOPMENT TO VERIFY ANY AND ALL INFORMATION CONTAINED HEREIN.

TENANT'S SIGNATURE

DATE

EXHIBIT "G"

FORM OF SUB-AGENT AGREEMENT

THIS SUB-AGENT APPOINTMENT AGREEMENT (the "**Agreement**"), dated as of _____, 20 __, is by and between **156 SOLAR STREET, LLC** (the "**Company**"), with a mailing address of 113 Court Street, Binghamton, New York 13901 (and [NAME OF SUB-AGENT], 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 resolutions of its members adopted on May 16, 2017, April 21, 2020 and October 20, 2020 (the "**Resolution**"), the Agency agreed to undertake a project for the benefit of the Company (the "**Project**") consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City² (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement; and

² As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan*
http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

WHEREAS, under the Resolution and in the Agency Lease Agreement by and between the Company and the Agency dated as of December 1, 2020 (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 December 1, 2020 (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 covenants, agrees and acknowledges:

a. 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).

b. 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”**.

c. 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.

d. 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.

e. 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: DUPLI ASSOCIATES, LLC PROJECT – BUILDING 2, 156 Solar Street, IDA Project No.: 31022006.

f. 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.

g. 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.

h. 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.

i. 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.

j. The Sub-Agent agrees Local contractors and suppliers will be used for the construction and equipping of the Project unless a waiver is first received from the Agency in writing. Such waiver shall be in the Agency's sole discretion. The Sub-Agent agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project. Local shall mean, for the purposes of this Agreement, Onondaga, Oswego, Madison, Cayuga, Cortland and Oneida Counties. Failure to comply with the local labor requirements of this Section (j) (collectively, the "**Local Labor Requirements**") may result in the revocation or recapture of benefits provided/approved to the Project by the Agency.

k. 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.

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

m. 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 the 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.

n. 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 duty authorized officers, all as of the day and year first above written.

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

[NAME OF SUB-AGENT]

By: _____
Name:
Title:

EXHIBIT "A"
to Sub-Agent Agreement

FORM ST-123



New York State Department of Taxation and Finance

New York State Sales and Use Tax

IDA Agent or Project Operator

Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

ST-123

(7/14)

This certificate is not valid unless all entries have been completed.

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

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

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

To the seller:

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

Project information

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

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

Exempt purchases

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

- A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project
- C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

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

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

Instructions

To the purchaser

You may use Form ST-123 if you:

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

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

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

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

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1118(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) 485-2889

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



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

SCHEDULE "A"
to Sub-Agent Agreement
RECAPTURE POLICY

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 "H"
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 December, 2020, at the request of **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive), Syracuse, New York 13204 ("**Dupli**") and **156 SOLAR STREET LLC**, a New York limited liability company, having its office at 113 Court Street, Binghamton, New York 13901 ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), the City of Syracuse Industrial Development Agency (the "**Agency**") undertook undertake an amended project (the "**Project**" or "**Building 2 Project**") consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City³ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended 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 December 1, 2020 between the Agency and the Company (the "**Agency Lease**").

On December 17, 2020 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**").

³ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan*
http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%202001-06-2016.pdf

Pursuant to the Company's request, the Agency terminated their leasehold interest in the Project Facility as of _____, 20__ (the "**Termination**").

Pursuant to the terms of the Agency lease, the Company is obligated to perform certain reporting requirements to the Agency.

- (1) certain provisions and obligations of the Lease Documents survive the Termination, including: Article 4 of the Agency Lease and Sections 2.2, 8.2, 8.5, 8.12, 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 \$8,992,896, 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 thirty-four (34) 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 6.07 below) 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__

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

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 :
CHICAGO TITLE

Return To :
BOUSQUET HOLSTEIN PLLC
110 W FAYETTE ST STE 100
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

First PARTY 2

DUPLI ASSOCIATES LLC

Index Type : Land Records

Instr Number : 2020-00050186

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee: \$80.50

Recording Pages : 7

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

Real Estate Transfer Tax

RETT # : 5706

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$80.50

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) : 12/22/2020

At (Recorded Time) : 2:10:23 PM



Doc ID - 041493720007

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

Record and Return to:
Susan R. Katzoff, Esq.
Bousquet Holstein PLLC
110 W. Fayette Street, Suite 1000
Syracuse, NY 13202

**MEMORANDUM OF
DUPLI BUILDING 2
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: Dupli Associates LLC
113 Court Street
Binghamton, New York 13901

156 Solar Street LLC
113 Court Street
Binghamton, New York 13901

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 December 1, 2020

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 December, 2020.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:


Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____

Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____

Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the Agency and the Company have caused this Dupli Building 2 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

DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC
By: Dupli Associates LLC, its Managing Member
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

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

On this 8th day of December, 2020, 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, 2022

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

On the ___ day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARK E. LANE**, 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 December, 2020, 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 4th day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARK E. LANE**, 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

STEPHANIE A. SMITH
Notary Public, State of New York
No. 01504895304
Qualified in Saratoga County
My Commission Expires April 27, 2022

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 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, Social Security number (SSN), and Employer Identification Number (EIN).

Location and description of property conveyed

Table with 5 columns: Tax map designation - Section, block & lot; SWIS code (six digits); Street address; City, town, or village; County. Row 1: 118.-06-01.0, 311500, 156 Solar Street, Syracuse, Onondaga.

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

Form with checkboxes for property types (1-9) and date of conveyance (12/01/2020). Includes percentage of real property conveyed which is residential real property.

Form with checkboxes for conditions of conveyance (a-s), including fee interest, acquisition of controlling interest, cooperative housing, syndication, etc.

Table for recording officer's use with columns: Amount received (Schedule B, Part 1 and 2), 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) Exemption claimed
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0	00
2.	0	00
3.	0	00
4.	0	00
5.	0	00
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)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
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)

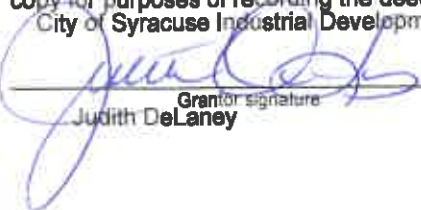
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a. The transfer of real property 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 _____ Mark E. Lane Title _____ Grantor signature Mark E. Lane	Dupli Associates LLC, by FS Development Associates, LLC, its Manager Managing Member Title _____ 156 Solar Street LLC, By: Dupli Associates LLC, its Managing Member By: FS Development Associates, LLC, its Manager Managing Member Title _____ Grantee signature _____ Title _____
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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	Dupli Associates LLC by FS Development Associates, LLC, its Manager _____ Mark E. Lane Grantee signature	Managing Member _____ Title
_____ Grantor signature	_____ Title	156 Solar Street LLC, By: Dupli Associates LLC, its Managing Member By: FS Development Associates, LLC, its Manager _____ Mark E. Lane Grantee signature	Managing Member _____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, Designated Private Delivery Services.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

SCHEDULE "A"

The document being recorded for which this NYS Form TP-584 is being provided is a Memorandum of Lease between the Grantor and the Grantee. The sum of the term of the lease and any options for renewal do not exceed forty-nine (49) years, and therefore said lease is not a Conveyance within the meaning of Article 31 of the Tax Law.

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

Onondaga County Clerk Recording Cover Sheet

Received From :
CHICAGO TITLE

Return To :
BOUSQUET HOLSTEIN PLLC
110 W FAYETTE ST STE 100
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

First PARTY 2

DUPLI ASSOCIATES LLC

Index Type : Land Records

Instr Number : 2020-00050186

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee: \$80.50

Recording Pages : 7

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

Real Estate Transfer Tax

RETT # : 5706

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$80.50

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) : 12/22/2020

At (Recorded Time) : 2:10:23 PM



Doc ID - 041493720007

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

Record and Return to:
Susan R. Katzoff, Esq.
Bousquet Holstein PLLC
110 W. Fayette Street, Suite 1000
Syracuse, NY 13202

**MEMORANDUM OF
DUPLI BUILDING 2
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: Dupli Associates LLC
113 Court Street
Binghamton, New York 13901

156 Solar Street LLC
113 Court Street
Binghamton, New York 13901

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 December 1, 2020

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 December, 2020.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:


Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____

Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____

Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the Agency and the Company have caused this Dupli Building 2 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

DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC
By: Dupli Associates LLC, its Managing Member
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

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

On this 8th day of December, 2020, 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, 2022

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

On the ___ day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARK E. LANE**, 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 December, 2020, 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 4th day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARK E. LANE**, 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

STEPHANIE A. SMITH
Notary Public, State of New York
No. 01504895304
Qualified in Saratoga County
My Commission Expires April 27, 2022

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 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, Social Security number (SSN), and Employer Identification Number (EIN).

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County. Row 1: 118.-06-01.0, 311500, 156 Solar Street, Syracuse, Onondaga.

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

- 1 One- to three-family house
2 Residential cooperative
3 Residential condominium
4 Vacant land
5 [X] Commercial/Industrial
6 Apartment building
7 Office building
8 Four-family dwelling
9 Other

Date of conveyance

Date selection box showing 12/01/2020 (month, day, year)

Percentage of real property conveyed which is residential real property % (see instructions)

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

- a. Conveyance of fee interest
b. Acquisition of a controlling interest
c. Transfer of a controlling interest
d. Conveyance to cooperative housing corporation
e. Conveyance pursuant to or in lieu of foreclosure
f. Conveyance which consists of a mere change of identity
g. Conveyance for which credit for tax previously paid will be claimed
h. Conveyance of cooperative apartment(s)
i. Syndication
j. Conveyance of air rights or development rights
k. Contract assignment
l. Option assignment or surrender
m. Leasehold assignment or surrender
n. [X] Leasehold grant
o. Conveyance of an easement
p. [X] Conveyance for which exemption from transfer tax claimed
q. Conveyance of property partly within and partly outside the state
r. Conveyance pursuant to divorce or separation
s. Other (describe)

Table for recording officer's use with columns: Amount received, Date received, and Transaction number. Includes sub-rows for Schedule B, Part 1 and Part 2.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) Exemption claimed
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0	00
2.	0	00
3.	0	00
4.	0	00
5.	0	00
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)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
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)

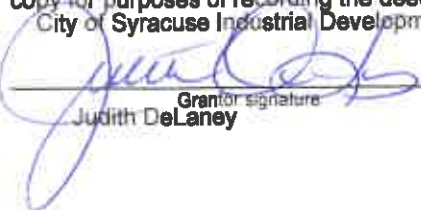
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property 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 _____ Mark E. Lane Title 156 Solar Street LLC, By: Dupli Associates LLC, its Managing Member By: FS Development Associates, LLC, its Manager _____ Grantee signature Mark E. Lane Title Managing Member	Dupli Associates LLC, by FS Development Associates, LLC, its Manager _____ Managing Member Title _____ Managing Member 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	Dupli Associates LLC by FS Development Associates, LLC, its Manager _____ Mark E. Lane Grantee signature	Managing Member _____ Title
_____ Grantor signature	_____ Title	156 Solar Street LLC, By: Dupli Associates LLC, its Managing Member By: FS Development Associates, LLC, its Manager _____ Mark E. Lane Grantee signature	Managing Member _____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, Designated Private Delivery Services.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

SCHEDULE "A"

The document being recorded for which this NYS Form TP-584 is being provided is a Memorandum of Lease between the Grantor and the Grantee. The sum of the term of the lease and any options for renewal do not exceed forty-nine (49) years, and therefore said lease is not a Conveyance within the meaning of Article 31 of the Tax Law.

CERTIFICATION

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Dupli Building 2 Agency Lease Agreement by and between the parties dated as of December 1, 2020.

Each of the undersigned, authorized signatories for 156 Solar Street LLC (the "156 Solar") and Dupli Associates LLC ("Dupli" and together with 156 Solar, the "Company"), respectively, do hereby certify and confirm, solely for the entity for which they are executing:

(1) that the Company has reviewed and understands the Agency's Local Access Policy (the "Policy") which states as follows:

The Company understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation and equipping of the Project unless a written waiver is first received in accordance with the terms of the Policy. Failure to comply may result in the revocation or recapture of benefits awarded to the Project by the Agency.

For purposes of this Policy, the term "local" shall mean: Cayuga, Cortland, Madison, Onondaga, Oneida and Oswego Counties.

(2) that the Company has complied, and will, for so long as the Agency has an interest in the Project, continue to comply with, the Agency's Local Labor Policy.

Dated: December 4, 2020

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: 

Mark E. Lane, Managing Member

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: 

Mark E. Lane, Managing Member

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Insurance Office of America		NAMED INSURED 156 Solar Street LLC 113 Court Street Binghamton, NY 13901	
POLICY NUMBER CP 1743793		EFFECTIVE DATE: 12/16/2020	
CARRIER United States Liability Insurance Company	NAIC CODE 25895		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

Additional Named Insureds:
Dupli Associates LLC

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 of Person(s) or Organization(s):

Effective Date: 12/16/2020

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

201 E WASHINGTON ST
SYRACUSE, NY 13202

Designation of Premises

156 SOLAR STREET
SYRACUSE, NY 13204

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 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:
- The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - 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:
- Required by the contract or agreement; or
 - Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT

SCHEDULE

Name of Person or Organization:

Effective Date: 12/16/2020

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
201 E WASHINGTON ST
SYRACUSE, NY 13202

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. OTHER INSURANCE, a. Primary Insurance is amended with the addition of the following:

The coverage afforded by this policy to the person(s) or organization(s) listed above is primary and non-contributory if:

1. This insurance is required to be primary and non-contributory under a written contract; and
2. The loss to be covered occurs on or after the effective date of the written contract; and
3. The loss to be covered resulted solely and exclusively from your ongoing acts or omissions or the ongoing acts or omissions of those acting on your behalf in performing "your work" under a written contract referred to above.
4. The person(s) or organization(s) is an additional insured under this policy.

However, the coverage provided by this endorsement does not apply to any coverage provided for an "auto" on a "non-owned auto", "hired auto", uninsured motorists coverage, underinsured motorists coverage, personal injury protection, property protection or similar no-fault coverage by whatever name called and/or an "auto" coverage of any type.

SECTION V - DEFINITIONS is hereby amended by the addition of the following:

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease for a period of more than thirty (30) consecutive days nor does it include any "auto" you lease, hire, rent or borrow from any of your "employees", your partner or your "executive officers" or members of their household.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
12/17/2020

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 Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901	PHONE (A/C, No, Ext): (607) 754-3500	COMPANY NAME AND ADDRESS United States Liability Insurance Company P.O. Box 6700 Wayne, PA 19087	NAIC NO: 25895
FAX (A/C, No): (607) 754-9797	E-MAIL ADDRESS:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE Commercial Package	
AGENCY CUSTOMER ID #: FSDEVEL-01		LOAN NUMBER	POLICY NUMBER CP 1743793
NAMED INSURED AND ADDRESS 156 Solar Street LLC 113 Court Street Binghamton, NY 13901		EFFECTIVE DATE 12/16/2020	EXPIRATION DATE 12/16/2021
ADDITIONAL NAMED INSURED(S) FS Development Associates LLC SEE ATTACHED ACORD 101		<input type="checkbox"/> 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
156 Solar Street, Syracuse, NY 13204

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	<input checked="" type="checkbox"/> BASIC	<input type="checkbox"/> BROAD	<input type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:	\$ 2,200,000	DED: 10,000		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	YES	NO	N/A	If YES, LIMIT: Actual Loss Sustained; # of months:
BLANKET COVERAGE		<input checked="" type="checkbox"/>		If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE		<input checked="" type="checkbox"/>		Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input checked="" type="checkbox"/>			
IS DOMESTIC TERRORISM EXCLUDED?	<input checked="" type="checkbox"/>			
LIMITED FUNGUS COVERAGE		<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)		<input checked="" type="checkbox"/>		CP 0164
REPLACEMENT COST		<input checked="" type="checkbox"/>		
AGREED VALUE		<input checked="" type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>			If YES, 80%
EQUIPMENT BREAKDOWN (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT: DED: 1,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
- Demolition Costs		<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
- Incr. Cost of Construction		<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)		<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
FLOOD (If Applicable)		<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input checked="" 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
<input checked="" type="checkbox"/> MORTGAGEE				
NAME AND ADDRESS City of Syracuse Industrial Development Agency 201 Washington Street Syracuse, NY 13202				AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Insurance Office of America		NAMED INSURED 156 Solar Street LLC 113 Court Street Binghamton, NY 13901	
POLICY NUMBER CP 1743793		EFFECTIVE DATE: 12/16/2020	
CARRIER United States Liability Insurance Company	NAIC CODE 25895		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

Additional Named Insureds:
Dupli Associates LLC

Special Conditions:
10 day's notice of cancellation to City of Syracuse Industrial Development Agency.

DUPLI BUILDING RENOVATION
Franklin Square
1 Dupli Park Drive (600N. Franklin Street)
Syracuse, NY 13204

PREMIUM SUMMARY
December 17, 2020

BUILDERS' RISK POLICY (12 Months)

RATE PER HUNDRED (\$100) OF CONTRACT	0.369
TOTAL INSURED VALUE	\$23,375,000

BUILDERS' RISK PREMIUM	\$86,274.00
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OWNER'S INTEREST GL POLICY (18 Months)

\$1,000,000/\$2,000,000 Limits

RATE PER THOUSAND (\$1,000) OF CONTRACT	2.75
GENERAL LIABILITY PREMIUM	\$23,375.00
FEEES & TAXES	\$1,231.24

GL PREMIUM	\$24,606.24
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\$3M OWNER'S INTEREST EXCESS POLICY (18 Months)

EXCESS PREMIUM	\$21,000
FEEES & TAXES	\$1,041.70

EXCESS PREMIUM	\$22,041.70
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TOTAL	\$132,921.94
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156 Solar Street
Syracuse, NY 13204

PREMIUM SUMMARY
December 17, 2020

PROPERTY (12 Months)

VALUE: \$2,200,000

PREMIUM 7,391.00
FEES & TAXES 92.39

PROPERTY PREMIUM \$7,483.39

GL POLICY (12 Months)

\$1,000,000/\$2,000,000 Limits

PREMIUM \$5,037.00

GL PREMIUM \$5,037.00

\$2M EXCESS POLICY (12 Months)

EXCESS PREMIUM \$998.00

EXCESS PREMIUM \$998.00

TOTAL \$13,518.39



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

VORES

DATE (MM/DD/YYYY)
12/17/2020

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 Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901	PHONE (A/C, No, Ext): (607) 754-3500	COMPANY NAME AND ADDRESS United States Liability Insurance Company P.O. Box 6700 Wayne, PA 19087	NAIC NO: 25895
FAX (A/C, No): (607) 754-9797	E-MAIL ADDRESS:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE Commercial Package	
AGENCY CUSTOMER ID #: FSDEVEL-01		LOAN NUMBER	POLICY NUMBER CP 1743793
NAMED INSURED AND ADDRESS 156 Solar Street LLC 113 Court Street Binghamton, NY 13901		EFFECTIVE DATE 12/16/2020	EXPIRATION DATE 12/16/2021 <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S) FS Development Associates LLC SEE ATTACHED ACORD 101		THIS REPLACES PRIOR EVIDENCE DATED:	

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

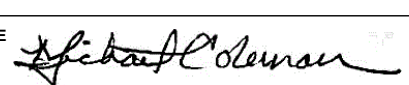
LOCATION / DESCRIPTION 156 Solar Street, Syracuse, NY 13204
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY 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	<input checked="" type="checkbox"/>	BASIC	<input type="checkbox"/>	BROAD	<input type="checkbox"/>	SPECIAL	<input type="checkbox"/>
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:	\$ 2,200,000							DED: 10,000
<input type="checkbox"/> BUSINESS INCOME	<input type="checkbox"/> RENTAL VALUE		<input checked="" type="checkbox"/>					If YES, LIMIT: Actual Loss Sustained; # of months:
BLANKET COVERAGE			<input checked="" type="checkbox"/>					If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE			<input checked="" type="checkbox"/>					Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			<input checked="" type="checkbox"/>					
IS DOMESTIC TERRORISM EXCLUDED?			<input checked="" type="checkbox"/>					
LIMITED FUNGUS COVERAGE			<input checked="" type="checkbox"/>					If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)			<input checked="" type="checkbox"/>					CP 0164
REPLACEMENT COST			<input checked="" type="checkbox"/>					
AGREED VALUE			<input checked="" type="checkbox"/>					
COINSURANCE			<input checked="" type="checkbox"/>					If YES, 80%
EQUIPMENT BREAKDOWN (If Applicable)			<input checked="" type="checkbox"/>					If YES, LIMIT: DED: 1,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg			<input checked="" type="checkbox"/>					If YES, LIMIT: DED:
- Demolition Costs			<input checked="" type="checkbox"/>					If YES, LIMIT: DED:
- Incr. Cost of Construction			<input checked="" type="checkbox"/>					If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)			<input checked="" type="checkbox"/>					If YES, LIMIT: DED:
FLOOD (If Applicable)			<input checked="" type="checkbox"/>					If YES, LIMIT: DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			<input checked="" type="checkbox"/>					If YES, LIMIT: DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			<input checked="" type="checkbox"/>					If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS			<input checked="" 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

<input checked="" type="checkbox"/> CONTRACT OF SALE	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
<input checked="" type="checkbox"/> MORTGAGEE			
NAME AND ADDRESS Matt Industries Inc., J. Kemper Matt, J. Kemper Matt, Jr., Julie Morgan Matt, Alec Matt, Stephen Elliott, & Central New York Community Foundation Inc c/o Matt Industries Inc. 6761 Thompson Road Syracuse, NY 13211			AUTHORIZED REPRESENTATIVE 

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT (the “*Agreement*”) is made as of July 1, 2017, between **DUPLI ASSOCIATES 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 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”), each in the City of Syracuse, New York (the foregoing collectively referred to as the “*Land*”) as more particularly described in Schedule “A” attached hereto; (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the “*Facility*”); (iii) the acquisition and installation in and at Building of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, 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 Schedule 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) Promptly upon the written request of Agency, Indemnitor shall provide Agency, at Indemnitor's expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to the requesting Person, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Substances 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
333 West Washington Street, Suite 130
Syracuse, New York 13202
Attention: Chairman

With a copy to:

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

(b) To the Company:

Dupli Associates LLC
600 Franklin Street N to Solar Street
(aka 1 Dupli Dr.)
Syracuse, New York 13204
Attn: J. Kemper Matt, Sr., Managing Member

With a copy to:

McKenzie Hughes LLP
440 South Warren Street, Suite 400
Syracuse, New York 13202
Attn: Clayton Hale, 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.

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IN WITNESS WHEREOF, Indemnitor has executed this Agreement as of the date first above written.

DUPLI ASSOCIATES LLC

By: *J. Kemper Matt*
J. Kemper Matt, Sr., Managing Member

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

On the 20th day of July, in the year 2017 before me, the undersigned, a notary public in and for said state, personally appeared **J. Kemper Matt, Sr.**, 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.

F. W. Marty
Notary Public

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123656
My Commission Expires March 14, 2021

SCHEDULE A

PARCEL A:

Parcel I:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a part of **Marsh Lots Nos. 37 and 38** of the Onondaga Salt Springs Reservation, and known and described upon a map made by R. Griffin, Jr., and on file in the Onondaga County Clerk's Office as Lots Nos. 26 and 28 in Block No. 461 (formerly 261). Said lots being each about 33 feet front on Division Street and extending by parallel lines southerly to the south line of said tract about 150 feet, be the same more or less.

Parcel II:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being more specifically known as Lot No. 30, Block 461 (formerly 261), Syracuse. Said lot being 33 feet front on Division Street and extending by parallel lines in a southerly direction to the south line of said tract. Said lot having a depth of 145 feet, more less.

Parcel III:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, State of New York, County of Onondaga, being part of Lots 37 and 38 of the 15 Acre Marsh Lots **Salina** being known as Lot No. 32, Block No. 461, Syracuse, according to a map made by R. Griffin, Jr., on file in the Onondaga County Clerk's Office, said lot being 33 feet on Division Street extending by parallel lines in a southerly direction about 145 feet to the south line of said tract being the same more or less.

Parcel IV:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of Marsh Lots Nos. 37 and 38 of the Onondaga Salt Springs Reservation, and known and described upon a map made by R. Griffin, Jr., and on file in the Onondaga County Clerk's Office as Lot Number Thirty-Four in Block Number Four Hundred and Sixty-One (formerly 261) and lot being thirty-three feet front on Division Street, and extending by parallel lines southerly to the south line of said tract, be the same more or less, about one hundred forty feet deep.

Parcel V:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of March Lots Thirty-Eight (38) and Thirty-Nine (39) of the Onondaga Salt Springs Reservation, bounded and described as follows:

BEGINNING at the stone monument marking the intersection of the southerly line of West Division Street and the easterly line of Solar Street; running thence along the easterly line of Solar Street South 28° 09' 10" E. 144.35 feet to the south line of Block 461 extended marking the true point of beginning of the parcel hereafter described; thence along the southerly line of Block 461 North 61° 50' 50" E. a distance of 250.16 feet to a stake; thence along the center line of a brick wall and parallel to the westerly line of North Clinton Street South 28° 09' 10" E. 220.09 feet to lands owned by the New York Central and Hudson River Railroad Company acquired by deed recorded in the Onondaga County Clerk's Office June 8, 1905, in Book 360 of Deeds at Page 199; thence westerly along said lands of the New York Central and Hudson River Railroad Company to the east line of Solar Street; said course being more particularly described as follows: westerly along an arc to the left of radius 422.8 feet a distance of 65.66 feet to a point twelve and one-half (12'1/2) feet northerly from an iron rail monument measured at right angles to the southerly line of Marsh Lot No. 38; thence South 61° 50' 50" W. 112.73 feet parallel with said south line of said Marsh Lot No. 38; thence South 80° 59' 20" W. 76.21 feet to a point in the east line of Solar Street 33.41 feet northerly from the intersection of the south line of Marsh Lot 38 with the east line of Solar Street; thence North 28° 09' 10" W. along the east line of Solar Street 190.0 feet to the place of beginning.

TOGETHER WITH a right of way and easement for the passage of engines and cars over the following described premises situate in the City, County and State; beginning at the southeasterly corner of the foregoing described parcel at the intersection of the easterly line of said premises with the northerly line of said lands of the New York Central and Hudson River Railroad Company; thence North 28° 09' 10" W. 40 feet along the easterly line of the

foregoing premises; thence South 80° 28' 00" E.

97.93 feet to the point of intersection of said line with the arc of curve to the right of radius 422.8 feet, said arc being the northerly boundary of the said lands owned by the New York Central and Hudson River Railroad Company; thence southwesterly along said arc and along the northerly line of said land owned by the New York Central and Hudson River Railroad Company 80 feet to the place of beginning; together with the right and privilege to the second party at any time to enter upon the premises for the purposes of laying and maintaining, altering and repairing railroad tracks, switches and appliances thereon connecting with railroad tracks on the premises owned by the New York Central and Hudson River Railroad Company.

Parcel VI:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lots 37 and 38 of the Onondaga Salt Springs Reservation and known and described upon a map made by R. Griffin, Jr., as Lot 36 in Block Four Hundred and Sixty-One (formerly 261), said Lot being about forty-seven (47) feet front on Division Street and extending by parallel lines southerly to the south line of said tract about one hundred and forty (140) feet, be the same more or less.

Parcel VII:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lot Number Thirty-Eight and being more particularly described as follows:

BEGINNING at a stone monument at the point of intersection of the southerly line of West Division Street and the easterly line of Solar Street; thence southerly along the easterly line of Solar Street, one hundred and forty-four and one-tenth (144.1) feet to the northerly line of land belonging to the Syracuse Wall Paper Company; thence easterly along said northerly line about forty-two and three tenths (42.3) feet to the westerly line of the Walters Tract; thence northerly along said westerly line of the Walters Tract to the southerly line of said West Division Street; thence westerly along the southerly line of said West Division Street forty and twenty-two hundredths (40.22) feet to the place of beginning.

Also being described as **ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Syracuse, County of Onondaga and State of New York, more particularly described as follows:

BEGINNING at the intersection of the southerly line of West Division Street with the easterly line of Solar Street; running thence North 59° 47' 40" East a distance of 260.97 feet along the southerly line of Division Street to a point; thence South 28° 11' 35" East a distance of 153.70 feet to a point; thence South 61° 50' 50" West a distance of 10.79 feet to a point; thence South 28° 09' 10" East a distance of 220.09 feet to a point (said point being in a line of curve in the northerly line of lands of the New York Central and Hudson River Railroad); thence westerly and southerly on a curve to the left with a radius of 422.80 feet a distance of 65.66 feet along the northerly line of said railroad to a point of tangent; thence South 61° 50' 50" West a distance of 112.73 feet along the northerly line of said railroad to a point; thence South 80° 59' 20" West a distance of 76.21 feet along the northerly line of lands of said railroad to a point in the easterly line of Solar Street; thence North 28° 09' 10" West a distance of 334.35 feet along the easterly line of Solar Street to a point in the southerly line of West Division Street and the place of beginning.

The above described premises is more modernly and correctly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of

220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

PARCEL B:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc. and/or Borden, Inc. by the following 3 deeds:

1. From Borden's Milk Products Company, Inc. dated January 4, 1936, and recorded in the Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
- 2 From James A. Jacobs and Susan Jacobs dated July 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. From Woodstock Enterprises, Ltd. dated November 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

BEGINNING at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed to Borden, Inc. to the City of Syracuse for public purposes by deed recorded in the Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N. 28° 09' 10" W. along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N. 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 North Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 1' 48" and a chord bearing N. 67° 57' 44" E. 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along the last mentioned division line a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S. 28° 09' 10" E. along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence S. 61° 50' 50" W. along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Housing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S. 28° 09' 10" E. continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence S. 61° 50' 50" W. continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N. 28° 09' 10" W. along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence S. 61° 50' 50" W. along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S. 28° 09' 10" E. along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence S. 61° 50' 50" W. along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 feet to the point of beginning.

SCHEDULE "B"

EXCEPTIONS

NONE

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT (the "**Agreement**") is made as of the 1st day of December between **DUPLI ASSOCIATES LLC** ("**Dupli**") and **156 SOLAR STREET LLC** ("**156 Solar**") and together with Dupli, collectively, the "**Company**" or the "**Indemnitor**", 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 continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") as more fully described on Schedule A annexed hereto (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended lease agreement and the acquisition of an interest in the Equipment pursuant to one or more bill(s) of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to an amended sublease agreement.

Dupli holds, and shall continue to maintain, a ninety (90) percent membership interest in 156 Solar. Dupli had been the fee owner of the Project Facility but contemporaneously with the execution of the Dupli Building 2 Agency Lease Agreement, dated as of December 1, 2020 among the Agency, Dupli and 156 Solar (the "**Dupli Building 2 Agency Lease**"), Dupli transferred ownership of the Project Facility to 156 Solar.

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 As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

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) Promptly upon the written request of Agency, Indemnitor shall provide Agency, at Indemnitor's expense, with an environmental site assessment or environmental audit

report prepared by an environmental engineering firm acceptable to the requesting Person, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Substances 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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 Dupli Building 1 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: 156 Solar Street LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

and

Dupli Associates LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to:

Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, 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 Dupli Building 1 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.

19. **Counterparts; Electronic Signature.** 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Indemnitor has executed this Agreement as of the date first above written.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: 
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: 
Mark E. Lane, Managing Member

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

On the 4th day of December, in the year 2020 before me, the undersigned, a Notary Public in and for said state, personally appeared MARK E. LANE, 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

STEPHANIE A. SMITH
Notary Public, State of New York
No. 01514997504
Qualified in Madison County, NY
My Commission Expires April 27, 2022

SCHEDULE "A"

LEGAL DESCRIPTION

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

SCHEDULE “B”

EXCEPTIONS

1. Phase I Environmental Site Assessment prepared by Plumley Engineering dated September 2016.
2. Phase II Environmental Site Assessment prepared by Plumley Engineering dated December 2016;
3. Limited Hazardous Material Pre-Renovation Survey Report prepared by Asbestos & Environmental Consulting Corporation dated January 25, 2018;
4. Limited Phase II Environmental Assessment prepared by Asbestos & Environmental Consulting Corporation dated February 16, 2018.

**PHASE I
ENVIRONMENTAL SITE ASSESSMENT**

of the

**156-158 SOLAR STREET PROPERTY
City of Syracuse
Onondaga County, New York**

Prepared for:

DUPLI ENVELOPE AND GRAPHICS CORPORATION
One Dupli Park Drive
Syracuse, New York 13204

Prepared by:



8232 Loop Road
Baldwinsville, New York 13027
(315) 638-8587
Project No. 2016087

September 2016

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PHOTOGRAPHS

1.0 EXECUTIVE SUMMARY

Plumley Engineering performed a Phase I Environmental Site Assessment (ESA) for Dupli Envelop and Graphics Corporation on Property located at 156-158 Solar Street in the City of Syracuse, Onondaga County, New York. This investigation was conducted in general conformance with the scope and limitations of American Society for Testing and Materials (ASTM) Standard E 1527-13 and standard engineering practices in order to identify recognized environmental conditions concerning the Property. This assessment included a historical records search, interviews and an inspection of the site.

The Property consists of one parcel, with tax identification number 118.-06-01.0. Onondaga County tax records indicate the Property totals approximately 2.0 acres in size. The Property is located on the corner of Solar Street and West Division Street. The Property has approximately 334 feet of road frontage along Solar Street and approximately 260 feet of frontage along West Division Street. The surrounding area is utilized for commercial and residential purposes.

Aerial photographs and topographic maps indicate the Property has been utilized for industrial purposes. The current Property owner, Syracuse Scale Company, Inc. acquired the Property in 1954. These documents indicate a historic use of the Property related to industrial operations that present an environmental concern.

A building is currently located on the Property. Syracuse Scale Company, a scale sales and repair firm, occupies a portion of the building. The remainder of the building is vacant.

This assessment revealed two recognized environmental conditions associated with the Property.

- Contaminated soil was discovered during the removal of a former onsite underground gasoline tank. Although contaminated soil was excavated from the site, the spill incident associated with this tank removal was closed as not meeting cleanup standards. The spill area should be further investigated to determine the amount of contamination remaining and the potential for completing the cleanup.

- This Property has been utilized for industrial purposes for over 100 years. Although the general nature of the known occupants suggests a low risk for environmental releases, environmental and occupant records prior to the 1970's are fragmented. The Property should be investigated for evidence of past releases, particularly if any portions of the building are to be demolished.

2.0 INTRODUCTION

2.1 PURPOSE

This ESA was performed to provide information regarding Recognized Environmental Conditions (RECs) and potential environmental concerns in connection with the Property.

2.2 SPECIAL TERMS AND CONDITIONS

The ESA incorporated a site walkover inspection, interviews in the form of questionnaires, and a historical records search conducted in general conformance with ASTM E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

ASTM defines Recognized Environmental Conditions as “...*the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.*”

This definition is not intended to include *de minimis* conditions that generally would “...*not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.*”

RECs can also be classified as “controlled” or “historical”. ASTM defines a controlled REC as “...*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).*” A historical REC is defined as “*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).”

Services performed by Plumley Engineering in preparation of this report were conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. No environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Under no circumstances is any warranty, expressed or implied, made in connection with providing these services. Refer to *Appendix A – Qualification Information* for company and individual qualifications.

2.3 USER RELIANCE

This report and the information contained herein have been prepared solely for the use of Dupli Envelope and Graphics Corporation and their agents.

2.4 LIMITATIONS AND EXCEPTIONS OF ASSESSMENT

The investigation for potential lead, asbestos and radon sources is not within the scope of an ASTM E 1527-13 Phase I ESA, and therefore these issues were not addressed during this assessment.

2.5 DETAILED SCOPE-OF-SERVICES AND METHODOLOGY USED

Current and historic information on the Property was obtained from the review of historic databases and maps and a questionnaire completed by Anita J. Salerno, the current Property owner (refer to *Appendix B – Phase I Environmental Questionnaire*).

Records were reviewed from pertinent State and Federal environmental databases, and Freedom of Information Law (FOIL) requests specific to the Property were made of the following agencies:

- The New York State Department of Environmental Conservation (DEC).
- The New York State Department of Health (NYSDOH).
- The Onondaga County Health Department.
- The City of Syracuse.

Jesse D. Plumley, E.I.T. of Plumley Engineering inspected the site on August 9, 2016.

3.0 SITE DESCRIPTION

3.1 LOCATION AND LEGAL DESCRIPTION

The Property is located at 156-158 Solar Street in the City of Syracuse, Onondaga County, New York. The Property consists of one parcel, with tax identification number 118.-06-01.0. Onondaga County tax records indicate the Property totals approximately 2.0 acres in size. Refer to *Figure 1 – Site Location Map* and *Figure 2 – Aerial Photo* for additional information.

3.2 SITE AND VICINITY GENERAL CHARACTERISTICS

The Property is located in an urban area. The Property has approximately 334 feet of frontage along Solar Street and approximately 260 feet of frontage along West Division Street.

The Property is accessible from driveways off Solar Street and West Division Street. The surrounding area is utilized for commercial and multi-family residential purposes.

3.3 CURRENT USE OF THE PROPERTY

A building is currently located on the Property. Syracuse Scale Company, a scale sales and repair firm, occupies a portion of the building. The remainder of the building is vacant.

3.4 DESCRIPTION OF SITE IMPROVEMENTS

The onsite building has three distinct sections: a single-story block section (150 feet by 100 feet) currently occupied by Syracuse Scale Company, Inc. [Photo 1], a three-story factory section (240 feet by 75 feet) partially used for storage [Photo 2] and a single-story steel clad section (100 feet by 75 feet) that is currently unoccupied [Photo 3].

Paved driveways and parking areas are located on the northwest and southeast sides of the building [Photos 4 and 5]. Lawn and landscaped areas surround the structures.

The Property is connected to municipal water and sewer systems. National Grid provides electric and natural gas service to the Property.

3.5 CURRENT USE OF ADJOINING PROPERTIES

A multi-family residential building with some commercial space on the first floor is located to the north [Photo 6]. Dupli Graphics and Envelopes Corporation is located to the east. Vacant lots and a commercial building are located to the south [Photo 7]. Two commercial buildings and a multi-family residential building are located to the west [Photos 8, 9 and 10].

4.0 USER PROVIDED INFORMATION

4.1 ABSTRACT OF TITLE RECORDS

Abstract of Title documents for the subject Property were not provided for review.

4.2 INFORMATION REPORTED BY USER REGARDING ENVIRONMENTAL LIENS, RECOGNIZED ENVIRONMENTAL CONDITIONS OR ACTIVITY AND USE LIMITATIONS

J. Kemper Matt of Dupli Envelope and Graphics Corporation, the prospective Property purchaser, reported that he is not aware of any environmental liens or activity and use limitations in connection with the Property.

4.3 SPECIALIZED KNOWLEDGE

Mr. Matt reported that he does not have any specialized knowledge of environmental conditions regarding the current use or known former uses of the Property.

4.4 REASON FOR PERFORMING PHASE I

This ESA was completed in order to understand potential environmental conditions that could materially impact the ownership and/or future sale or development of the Property.

5.0 RECORDS REVIEW

Federal and New York State database records were reviewed to help identify the potential for RECs related to the Property. Refer to *Appendix C – Environmental Data Resources, Inc. Report* for additional information.

5.1 STANDARD ENVIRONMENTAL RECORD SOURCES

5.1.1 FEDERAL RECORDS

The following Federal environmental databases were reviewed as part of this assessment:

5.1.1.1 NATIONAL PRIORITIES LIST

The National Priorities List (NPL) is the EPA's list of uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under "Superfund".

The Property is not listed on the NPL. One NPL site is indicated to be located within a 1-mile radius of the Property. The Onondaga Sediments site is composed of the lake itself, its tributaries and the upland hazardous waste sites which have contributed or are contributing contamination to the lake. The subject Property is not currently included as a listed upland site contributing to the contamination to the lake.

5.1.1.2 SUPERFUND ENTERPRISE MANAGEMENT SYSTEM

Formerly known as the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS), this list was renamed the Superfund Enterprise Management System (SEMS) by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the EPA pursuant to

Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). SEMS tracks hazardous waste sites, potentially hazardous waste sites and remedial activities performed in support of the EPA Superfund Program across the United States. This dataset also contains sites which are being considered for inclusion or are on the NPL.

The Property is not listed in the SEMS database. Two SEMS sites are indicated to be located within a ½-mile radius of the Property. Records for these facilities have been reviewed and neither are thought to present an environmental concern to the subject Property.

The SEMS-ARCHIVE list (formerly known as CERCLIS-NFRAP) tracks sites that have been removed from the SEMS list due to site cleanup or other reasons. The Property is not listed as a SEMS-ARCHIVE site. One SEMS-ARCHIVE site is indicated to be located within a ½-mile radius of the Property. This site is on adjacent property across West Division Street. Records for this facility have been reviewed and, despite its proximity to the Property, it is not thought to present an environmental concern to the subject Property.

5.1.1.3 RESOURCE CONSERVATION AND RECOVERY ACT

The Resource Conservation and Recovery Act (RCRA) databases contain information on hazardous waste treatment, storage and disposal (TSDS) facilities (both corrective action sites and non-corrective action sites), large quantity generators (LQG), small quantity generators (SQG) and conditionally exempt small quantity generators (CESQG).

The Property is not listed as a RCRA corrective action facility. Four RCRA corrective action sites are indicated to be located within 1 mile of the Property. Records for these facilities have been reviewed and they are not thought to present an environmental concern to the subject Property.

The Property is not listed as a RCRA TSDS facility. One TSDS facility is indicated to be located within a ½-mile radius of the Property. Records for this facility have been reviewed and it is not thought to present an environmental concern to the subject Property.

The Property is not listed as a LQG, SQG or CESQG facility. Four LQG, one SQG and no CESQG facilities were identified within a ¼ mile of the Property. Inclusion in these databases does not indicate that releases have occurred and do not represent RECs.

5.1.1.4 EMERGENCY RESPONSE NOTIFICATION SYSTEM

The Emergency Response Notification System (ERNS) is a national database system used to store information on the sudden and/or accidental release of hazardous substances and petroleum into the environment. The information reviewed indicated there have been no reported incidents on the Property that required emergency response notification.

5.1.2 NEW YORK STATE RECORDS

5.1.2.1 NEW YORK INACTIVE HAZARDOUS WASTE DISPOSAL SITES

The DEC maintains a database listing Inactive Hazardous Waste Disposal Sites (SHWS) in New York.

The information reviewed indicated the Property is not listed on the SHWS database.

Six SHWS facilities are reported to be located within a 1-mile radius of the Property. Records for these facilities have been reviewed and none are thought to present an environmental concern to the subject Property.

5.1.2.2 DEC SPILL PREVENTION AND RESPONSE DATA SECTION

The DEC also maintains records that include information regarding sites with reported spills (hazardous waste, petroleum and other), leaking tank incidents and registered underground storage tanks, chemical bulk storage tanks and/or petroleum bulk storage tanks. These records were reviewed to determine the status of the Property and surrounding properties.

➤ SPILLS

The DEC Spills database includes records of petroleum spills to State waterways or the ground surface.

No spills are listed for the Property on the DEC Spills database.

Seventeen spill incidents are reported to have occurred within 1/8 mile of the Property. Sixteen of the identified incidents have been closed by the DEC. The one open incident is listed below. None of these incidents are likely to have impacted the subject Property.

- *DEC Spill No. 1504188 – Equipment Failure*

Spill incident was reported on July 20, 2015. A leak was discovered during the removal of a heating oil tank. Twelve to 15 cubic yards of soil were excavated to remove contamination. The DEC is reportedly waiting for the results of sampling conducted during the dig-out.

➤ LEAKING STORAGE TANK INCIDENT REPORTS

DEC records contain an inventory of reported leaking storage tank incidents (LTANKS) from April 1, 1986 through the most recent update. These incidents can be either leaking underground or aboveground storage tanks.

The causes of these incidents are tank test failures, tank failures or tank overfills.

One LTANK incident is listed for the Property on the DEC database. Records indicate contaminated soil was discovered during the removal of an underground tank. The DEC was notified and Spill No. 9511787 was assigned. The incident was closed by the DEC on December 31, 1996 as not meeting cleanup standards. This is considered a REC.

Twenty-seven LTANK incidents are reported to have occurred within ½ mile of the subject Property. All of the reported incidents have been closed by the DEC and are not thought to present an environmental concern to the subject Property.

➤ **PETROLEUM BULK STORAGE TANKS**

Underground Storage Tanks (USTs)

The UST database contains a listing of registered USTs. One 2,000-gallon gasoline UST is registered for the Property (DEC PBS No. 7-600407). Records indicate this tank was removed and is considered part of the REC associated with the above-referenced LTANK incident.

No registered UST facilities are reported to be located on adjacent property.

Aboveground Storage Tanks (ASTs)

The AST database contains a listing of registered ASTs. No ASTs are listed for the Property on the DEC database.

Three heating oil tanks ASTs are registered for the adjacent Lofts at Franklin Square apartment building (DEC PBS No. 7-600934). All three tanks have been closed.

➤ CHEMICAL BULK STORAGE TANKS

DEC records do not indicate the presence of any registered chemical bulk storage (CBS) tanks on the Property.

Two registered CBS facilities are reported to be located within a ¼-mile radius of the Property. Both facilities are reportedly closed and are not thought to present an environmental concern to the subject Property.

5.1.2.3 DEC BUREAU OF RESOURCE RECOVERY - SOLID WASTE FACILITIES

The DEC's Bureau of Resource Recovery maintains a listing of solid waste landfills (State Landfill) and processing facilities (Waste Tire Storage and Recycling Facilities, Vehicle Dismantler, etc.) currently operating in New York.

The Property is not listed as a solid waste facility. Records indicate the presence of three solid waste facilities within a ½-mile radius of the Property. Information concerning these facilities has been reviewed and none are thought to present an environmental concern to the subject Property.

The Property is not listed as a Registered Waste Tire Storage Facility (SWTIRE) or a Registered Recycling Facility (SWRCY). No SWTIRE or SWRCY facilities are indicated to be located within a ½-mile radius of the Property.

5.1.2.4 VOLUNTARY CLEANUP AGREEMENTS

New York State established their Voluntary Cleanup Program (VCP) to address the environmental, legal and financial barriers that often hinder the redevelopment and reuse of contaminated properties. The Property is not listed as a VCP site. Records indicate the presence of two VCP agreement sites within ½ mile of the Property.

Information concerning these facilities has been reviewed and neither is thought to present an environmental concern to the subject Property.

5.1.2.5 BROWNFIELD SITES

A Brownfield is any real property where redevelopment or reuse may be complicated by the presence or potential presence of a hazardous waste, petroleum, pollutant or contaminant. The DEC has two programs that address Brownfield sites – the Environmental Restoration Program (ERP) for municipally owned sites and the Brownfield Cleanup Program (BCP) for privately owned sites. The Property is not listed as a Brownfield site. Records indicate the presence of four listed Brownfield sites within ½ mile of the Property, one of which is located on adjacent vacant property across Solar Street to the southwest. None of the listed sites are thought to present an environmental concern to the subject Property.

5.1.2.6 INSTITUTIONAL CONTROL/ENGINEERING CONTROL REGISTRIES

Institutional and Engineering Controls are legal or administrative restrictions or physical modifications on the use of, or access to, a site or facility that may contain hazardous substance or petroleum product contamination. These controls are put in place in order to ensure maintenance of specified conditions that are required for the protection of public health and/or the environment. Records do not indicate the Property is listed on the New York State or United States Institutional Control/Engineering Control registries.

5.1.3 HISTORICAL ENVIRONMENTALLY-SENSITIVE SITES

Records of historical facilities of an environmentally sensitive nature (manufactured gas plants (MGPs), automotive repair facilities, dry cleaners, etc.) are provided in the EDR report. Records indicate two MPG sites and two historical automotive repair facilities were located in the vicinity of the subject Property.

5.1.4 UNMAPPED AND ORPHAN SITES

All unmapped and orphan sites identified in environmental databases were reviewed to determine if they present a threat of environmental impact to the subject Property. The Rotondo Warehouse, located northeast of the Property, appears to be on the SHWS and HSWDS databases due to drums that were removed from the warehouse. None of the other sites were identified as being in the vicinity of the subject Property or presenting an environmental concern to the subject Property.

5.1.5 CITY DIRECTORY

The City Directory records list various box manufacturing companies at the Property from 1938 to 1978. Syracuse Scale Company was first listed at the property in 1983. Richlar Industries, Inc., an insulating materials manufacturer, was also listed at the Property in 1983. Salerno Industries and Atlas Scales were also listed at the Property from 1992 to 1999. Salerno Industries was also listed at the Property in 2003. Records from 2008 and 2013 only list Syracuse Scale Company at the Property.

Refer to *Appendix D – City Directory Image Report* for additional information.

5.2 ADDITIONAL ENVIRONMENTAL RECORD SOURCES

5.2.1 LOCAL RECORDS

5.2.1.1 FREEDOM OF INFORMATION LAW (FOIL) REQUESTS

FOIL requests specific to the Property were made of the following agencies:

- The DEC.
- The NYSDOH.
- The Onondaga County Health Department.
- The City of Syracuse.

The NYSDOH and Onondaga County Health Department have responded, indicating they have no information on file for the Property. The City of Syracuse provided records regarding the onsite gasoline tank and its closure, however, they did not have a closure letter from the DEC. The DEC also provided records of the tank and its closure, but did not include a closure report. As previously noted, this tank is listed on the LTANK database as closed but not meeting cleanup standards.

5.3 PHYSICAL SETTING SOURCES

5.3.1 SANBORN FIRE INSURANCE MAPS

Sanborn fire insurance maps showing the subject Property were available for the following years:

1911: Single family dwellings are shown on the majority of the subject Property. A forge shop, labeled as powered by steam and showing a 10 horse power engine, is located on the corner of West Division Street and Solar Street. Single family dwellings are located to the north. Industrial sites are located on other surrounding properties.

1950: Two dwellings are shown on the northern portion of the Property. An industrial building is shown on the remainder of the Property, generally in the same shape and size as the current building. Much of the print on the map is illegible. Industrial development on surrounding properties has increased, including what appears to be an iron gas holder located to the southeast. These structures can be associated with manufactured gas sites.

1953: No significant changes to the Property appear to have occurred. The building appears to be listed as United Board and Carton Corporation. Much of the print on the map is illegible.

1961: No significant changes to the Property appear to have occurred.

1968: No significant changes to the Property appear to have occurred.

1971: No significant changes to the Property appear to have occurred.

1990: No significant changes to the Property appear to have occurred.

Refer to *Appendix E – Sanborn Map Report* for additional documentation.

5.3.2 USGS TOPOGRAPHIC MAPS

The Property location is shown on *Figure 1 – Site Location Map*. The elevation of the Property is approximately 375 feet (USGS datum) above sea level. The nearest body of water is Onondaga Creek, located approximately 1,000 feet west of the Property.

Based on the local topography, the anticipated groundwater flow direction is likely to be toward the west.

The 1895, 1898, 1939, 1947, 1958, 1973, 1978 and 2013 editions of the USGS topographic map were reviewed. The Property is shown in a large area labeled “Salt Sheds” on the 1895 and 1898 maps. The Property is shown in the densely developed part of the City of Syracuse throughout the remaining series of maps.

Refer to *Appendix F – EDR Historical Topographic Map Report* for additional information.

5.3.3 HISTORICAL AERIAL PHOTOGRAPHS

Historical aerial photographs of the Property were available for the years 1938, 1951, 1959, 1966, 1978, 1986, 1988, 1995, 2006, 2008, 2009 and 2011. The Property is shown generally as it appears today throughout the series of photographs. Industrial development increases through the 1988 photograph. Image quality does not allow for details to be discerned.

Refer to *Appendix G – EDR Aerial Photo Decade Package* for additional information.

5.4 HISTORICAL USE INFORMATION ON THE PROPERTY

Review of records and historical topographic maps and aerials indicates the Property has been utilized for industrial purposes.

5.5 HISTORICAL USE INFORMATION ON ADJOINING PROPERTIES

Review of records and historical topographic maps and aerials indicates adjacent properties have been utilized for industrial, commercial and residential purposes.

5.6 VAPOR INTRUSION EVALUATION

As part of this assessment, a Tier 1 Assessment of Vapor Intrusion was completed in general conformance with ASTM E 2600-10 “*Standard Practices for Assessment of Vapor Intrusion into Structures on Property Involved in Real Estate Transactions.*” This assessment revealed that, according to available site information, vapor intrusion is unlikely to be an issue of concern in connection with the existing or planned structures on the subject Property. This is based on EPA screening criteria and the lack of any information identifying a groundwater impact plume within the separation distances in the guidance. However, this report recommends the former gasoline UST area be investigated for potential past releases. The conclusions of a subsurface investigation may change this vapor intrusion evaluation.

6.0 INTERVIEWS

6.1 INTERVIEWS WITH OWNER/OPERATOR

Anita J. Salerno, the current Property owner, reported in the Phase I Environmental Questionnaire that the Property has been utilized for manufacturing purposes. She reported that an underground tank was previously located on the Property.

Ms. Salerno is not aware of environmental liens or activity and use limitations in connection with the Property.

6.2 INTERVIEWS WITH OTHERS

No additional interviews were conducted.

7.0 INFORMATION FROM SITE RECONNAISSANCE

7.1 HAZARDOUS SUBSTANCES IN CONNECTION WITH IDENTIFIED USES

Numerous hazardous substances in connection with identified uses were observed on the Property, including cleaning and maintenance supplies. These substances were generally stored in a manner to prevent release to the environment [Photos 11, 12 and 13].

7.2 HAZARDOUS AND/OR UNIDENTIFIED SUBSTANCE CONTAINERS

No hazardous and/or unidentified substance containers were observed on the Property.

7.3 STORAGE TANKS AND DRUMS

No USTs or ASTs were observed on the Property. Two 55-gallon metal drums, reportedly containing oils, were observed on the Property. Minor staining of the concrete floor around the drums was noted [Photo 14].

7.4 PCBs

Several floor mounted transformers and other electrical equipment was observed inside the building. Labeling did not provide a clear indication of the transformer contents, although some of these transformers appeared to be dry-types that do not contain oils. No evidence of releases was observed. If found to contain PCBs, these transformers should be replaced with non-PCB containing transformers [Photos 15 and 16].

Three pole mounted transformers were observed on the Property near West Division Street. No evidence of a release was observed [Photo 17].

7.5 SOLID WASTE

Solid waste is collected in onsite dumpsters and disposed of by a commercial waste hauler. Scrap metal from onsite activities is collected in a bin that is reportedly brought to a private scrap facility on a regular basis [Photo 18].

7.6 WASTEWATER

Wastewater generated on the Property discharges to the municipal sewer system.

7.7 ADDITIONAL SITE CONDITIONS

7.7.1 STAINED AREAS, STRESSED VEGETATION AND DEBRIS

No stained areas, stressed vegetation or debris were observed on the subject Property, with the exception of minor staining of the concrete floor inside the building that was not located near any floor drains [Photos 19 and 20].

7.7.2 MOUNDS, DEPRESSIONS, DISTURBANCES

No mounds, depressions or land disturbances of suspicious origin were observed on the Property.

7.7.3 PITS, PONDS AND LAGOONS

No pits, ponds or lagoons were observed on the Property.

7.7.4 MISCELLANEOUS CONCERNS

Several floor drains and trench drains were observed onsite [Photo 21 and 22]. It is unknown if these drains go directly to the sewer system or drain to an on-site system. This should be further investigated if releases are thought to have occurred to these drains.

8.0 FINDINGS AND CONCLUSIONS

Plumley Engineering performed a Phase I ESA for Dupli Envelop and Graphics Corporation on Property located at 156-158 Solar Street in the City of Syracuse, Onondaga County, New York. This investigation was conducted in general conformance with the scope and limitations of ASTM Standard E 1527-13 and standard engineering practices in order to identify recognized environmental conditions concerning the Property. This assessment included a historical records search, interviews and an inspection of the site.

The Property consists of one parcel, with tax identification number 118.-06-01.0. Onondaga County tax records indicate the Property totals approximately 2.0 acres in size. The Property is located on the corner of Solar Street and West Division Street. The Property has approximately 334 feet of road frontage along Solar Street and approximately 260 feet of frontage along West Division Street. The surrounding area is utilized for commercial and residential purposes.

Aerial photographs and topographic maps indicate the Property has been utilized for industrial purposes. The current Property owner, Syracuse Scale Company, Inc. acquired the Property in 1954. These documents indicate a historic use of the Property related to industrial operations that present an environmental concern.

A building is currently located on the Property. Syracuse Scale Company, a scale sales and repair firm, occupies a portion of the building. The remainder of the building is vacant.

This assessment revealed two recognized environmental conditions associated with the Property.

- Contaminated soil was discovered during the removal of a former onsite underground gasoline tank. Although contaminated soil was excavated from the site, the spill incident associated with this tank removal was closed as not meeting cleanup standards. The spill area should be further investigated to determine the amount of contamination remaining and the potential for completing the cleanup.

- This Property has been utilized for industrial purposes for over 100 years. Although the general nature of the known occupants suggests a low risk for environmental releases, environmental and occupant records prior to the 1970's are fragmented. The Property should be investigated for evidence of past releases, particularly if any portions of the building are to be demolished.

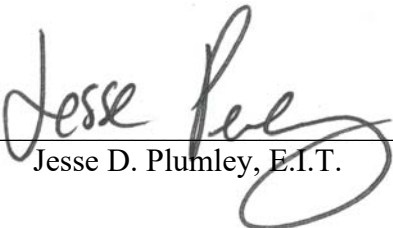
9.0 DECLARATION AND SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

We declare that, to the best of our professional knowledge and belief, we meet the definition of *Environmental Professional* as defined in Title 40 of the Code of Federal Regulations (40 CFR) Part 312, paragraph 312.10, and 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*. We have developed and performed the appropriate inquiries in general conformance with the standards and practices set forth in ASTM Standard E 1527-13.

The following representatives of Plumley Engineering, P.C. participated in the preparation, execution and reporting of this Environmental Site Assessment.



David K. Meixell, P.E.



Jesse D. Plumley, E.I.T.

FIGURES



REF.: USGS - SYRACUSE WEST (NY) QUAD., 2013, 7.5 MIN. SCALE: 1"=2000'

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Civil and Environmental Engineering

PROJECT:
DWG. TITLE:

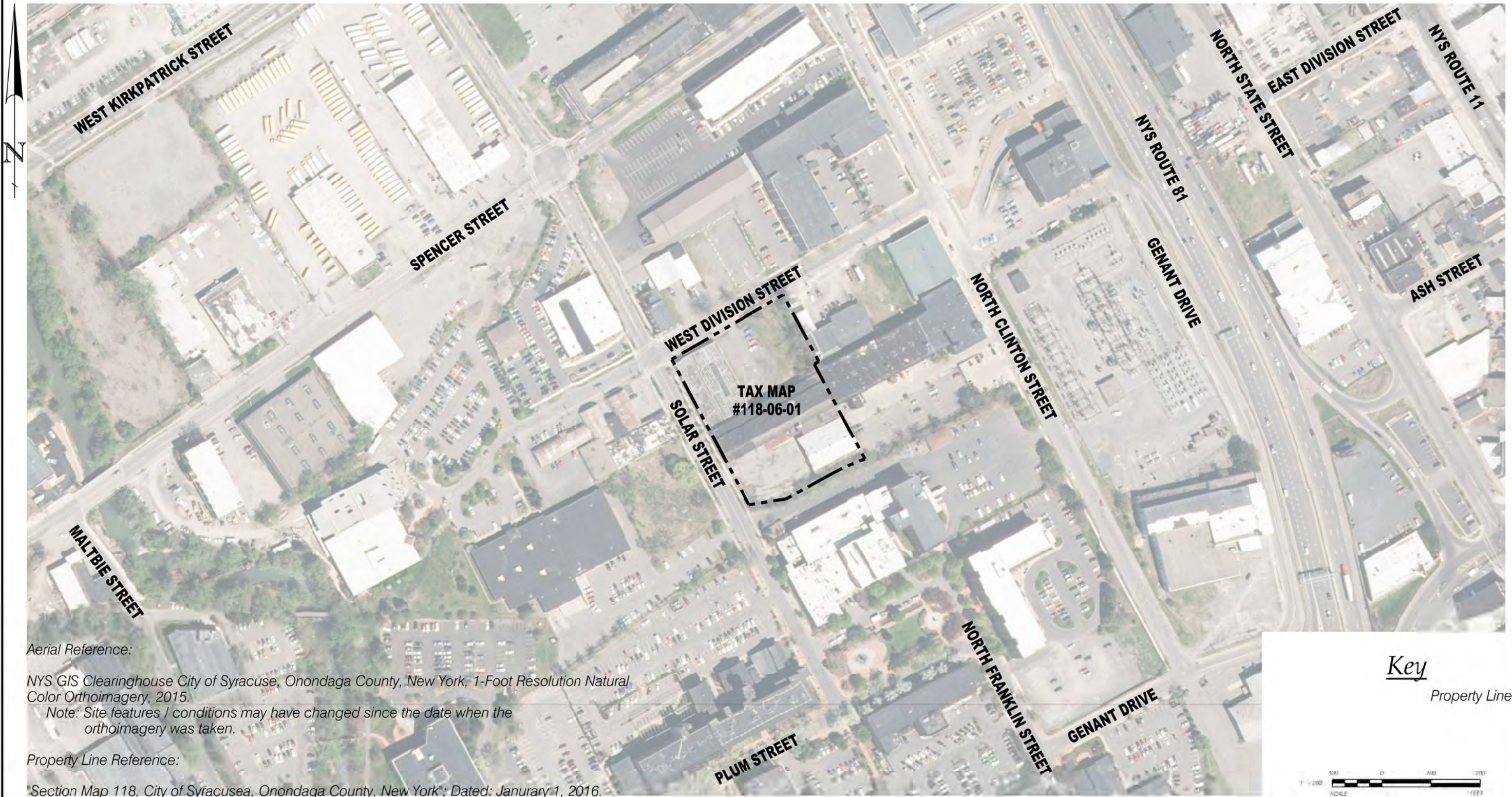
156-158 SOLAR STREET PROPERTY PHASE I ESA
SITE LOCATION MAP

CLIENT:
LOCATION:

DUPLI ENVELOPE AND GRAPHICS CORPORATION
CITY OF SYRACUSE, ONONDAGA COUNTY, NEW YORK

Note: No alteration permitted hereon except as provided under Section 7285 Subdivision 2 of the New York State Education Law.

PROJECT No.: 2016087
FILE NAME.: FIGURE 1
SCALE.: AS NOTED
DATE.: JULY 2016
ENG'D BY.: JDP
DRAWN BY.: JMD
CHECKED BY.: DKM



Aerial Reference:

NYS GIS Clearinghouse City of Syracuse, Onondaga County, New York, 1-Foot Resolution Natural Color Orthoimagery, 2015.

Note: Site features / conditions may have changed since the date when the orthoimagery was taken.

Property Line Reference:

"Section Map 118, City of Syracuse, Onondaga County, New York"; Dated: January 1, 2016.

Key
Property Line



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REVISIONS:	DATE:	BY:
△		

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PROJECT: **156-158 SOLAR STREET PROPERTY PHASE I ESA**
 DWG. TITLE: **AERIAL PHOTO**
 CLIENT: **DUPLI ENVELOPE AND GRAPHICS CORPORATION**
 LOCATION: **CITY OF SYRACUSE, ONONDAGA COUNTY, NEW YORK**
 Note: No alteration permitted hereon except as provided under Section 7209 Subdivision 2 of the New York State Education Law.

PROJECT No.:	2016087
FILE NAME.:	C101
SCALE:	AS NOTED
DATE:	JULY 2016
ENGD BY:	JDP
DRAWN BY:	JMD
CHECKED BY:	DKM

SHEET NO.:
FIGURE 2
© Plumley Engineering, P.C. 2016

APPENDICES

APPENDIX A

QUALIFICATION INFORMATION



ENVIRONMENTAL SITE ASSESSMENTS

Phase I ESA:

The purpose of performing a Phase I Environmental Site Assessment (ESA) is to identify *recognized environmental conditions*¹ prior to the transfer of a parcel of commercial land. The American Society for Testing and Materials (ASTM) has developed a standard practice (ASTM Standard E 1527-13) for the Phase I ESA process, which has been widely accepted by property owners and lending institutions. Plumley Engineering performs the ESA process in general conformance with this standard. An ESA includes a records review, site reconnaissance survey, interviews and a report.

The objective of the records review is to obtain and review records that will help identify recognized environmental conditions in connection with the property. The objective of the site reconnaissance is to identify any obvious indications of recognized environmental conditions in connection with the property. An inspection of the interior and exterior of any buildings and the grounds of the property under investigation is typically performed. Interviews are performed to obtain information about uses and conditions of the property, past and present. Interviews are sought with individuals knowledgeable about the property and the history of the area. The Phase I ESA does not include any sampling.

A report of the findings will be provided in the general format of the ASTM standard. The report includes an executive summary, a discussion of the observations of recognized environmental conditions and our opinion of the impact of those conditions, findings and conclusions, and a certification.

¹Described as “*the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property.*”



ENVIRONMENTAL SITE ASSESSMENTS

Phase II ESA:

The purpose of a Phase II ESA is to determine the presence or absence of contamination related to recognized environmental conditions observed in Phase I. A Phase II investigation involves invasive sampling, including one or more specific tests for air, groundwater and/or soil contamination.

The work involved in a Phase II investigation is site specific. A typical Phase II may require test pits be excavated to sample soil and/or groundwater. If the groundwater is deep, soil borings and monitoring wells may be necessary. The results of the Phase I will give a clearer indication of what will be needed in the Phase II.

Experience:

Plumley Engineering has performed numerous Phase I and II ESAs. A partial client list is provided below.

ADIRONDACK BANK
Utica, New York

ALCAN FEDERAL CREDIT UNION
Oswego, New York

ALLIANCE BANK
Oswego, New York

BALDWINVILLE, VILLAGE OF
Baldwinsville, New York

BLUEBAR OIL COMPANY, INC.
Blossvale, New York

CAMDEN, TOWN OF
Camden, New York

CHARTER ONE BANK
Syracuse, New York

CLARKS PETROLEUM
SERVICE, INC.
Canastota, New York

CLIFFORD FUEL CO., INC.
Utica, New York

COR DEVELOPMENT, L.L.C.
Syracuse, New York

CSW PETROLEUM CORP.
Utica, New York

CRM RENTAL MANAGEMENT,
INC.
Rome, New York

DON-AL MANAGEMENT
COMPANY, INC.
Utica, New York

FERRIS INDUSTRIES, INC.
Vernon, New York

FLEET BANK OF NEW YORK
Syracuse, New York

GLIDER OIL COMPANY, INC.
Syracuse, New York

GMO RENEWABLE
RESOURCES, LLC
Amherst, Massachusetts

HARDY CONSTRUCTION
Syracuse, New York

HASTINGS-FISHER FUEL CO.,
INC.
Yorkville, New York



ENVIRONMENTAL SITE ASSESSMENTS

INTERFACE PROPERTIES, INC.
Boca Raton, Florida

INTERNATIONAL WIRE GROUP
Camden, New York

J.B. HUNT, INC.
Lowell, Arkansas

KEY BANK OF NEW YORK
Syracuse, New York

KRAFT FOODS, INC.
South Edmeston, New York

LIBBY CORPORATION
Wexford, Pennsylvania

M&T BANK
Syracuse, New York

MARSHALL & HOUSEMAN
Sherrill, New York

MCDERMOTT & DOERR, P.C.
Syracuse, New York

MCDONALDS CORPORATION
Latham, New York

MOTEL 6, L.P.
Dallas, Texas

NBT BANK, NA
52 South Broad Street
Norwich, NY 13815

NICE N EASY GROCERY
SHOPPES, INC.
Canastota, New York

NORTHEAST CONSTRUCTION
SERVICES, INC.
Syracuse, New York

NUCOR STEEL, INC.
Auburn, New York

OFFICE DEPOT
Delray Beach, Florida

ONEIDA COUNTY
DEPARTMENT OF PUBLIC
WORKS
Oriskany, New York

ONEIDA SAVINGS BANK
Oneida, New York

ONEIDA VALLEY NATIONAL
BANK
Oneida, New York

OSBORNE, HASKINS,
MACLAREN & REDGRAVE
Boca Raton, Florida

OSWEGO CITY SAVINGS BANK
Oswego, New York

PARTNERS TRUST BANK
Syracuse, New York

PATHFINDER BANK
214 West First Street
Oswego, New York 13126

PROLINKS SERVICES, INC.
Baldwinsville, New York

REINHARDT CORPORATION
West Oneonta, New York

ROME SAVINGS BANK
Rome, New York

SAXONVILLE USA
Charlestown, New Hampshire

SEARS OIL COMPANY, INC.
Rome, New York

ST. LUKE'S MEMORIAL
HOSPITAL
Utica, New York

STOW MANUFACTURING CO.
Binghamton, New York

TEXACO REFINING AND
MARKETING, INC.
Houston, Texas

TRAVEL PORTS OF AMERICA, INC.
Rochester, New York

WESTLAKE DEVELOPMENT, L.L.C.
Syracuse, New York

CURRICULUM VITAE

DAVID K. MEIXELL, P.E.

QUALIFICATIONS AND EXPERIENCE

2014-Present **PLUMLEY ENGINEERING, P.C.**
Baldwinsville, New York

As Senior Engineer in the Environmental Department, responsible for project management of a variety of civil and environmental engineering projects, including the following:

- Brownfields redevelopment, including municipal-owned properties managed under New York's Environmental Restoration Program (ERP).
- Petroleum and hazardous waste site investigations, including soil and groundwater contamination assessment, remedial feasibility studies, remediation systems design and construction management. Contaminated sites have included petroleum products, PCBs, chlorinated solvents and metals.
- Environmental site assessments (Phase 1 and 2) for property transfers, including petroleum service stations, commercial and industrial property. Assessments are performed in accordance with latest ASTM guidance.
- Spill prevention and response planning, and secondary containment evaluation and design. Facilities include a variety of institutional, industrial and municipal facilities.
- Permitting and other services associated with industrial wastewater treatment facilities design and construction management for a variety of manufacturing processes.
- Industrial compliance services, including environmental compliance audits, wastewater and stormwater management, solid and hazardous waste management, training, air emissions surveys and permit application preparations.
- Litigation support, including technical review and supporting documentation. Cases have involved issues associated with environmental compliance and site contamination.

1986-2014 **O'BRIEN & GERE ENGINEERS, INC.**
Syracuse, New York

As Senior Project Engineer responsible for overseeing a large variety of projects as regulations and the marketplace evolved. Major practice areas included Brownfield investigations and remediation, all levels of environmental due diligence, wastewater and stormwater permitting, environmental site assessments, environmental compliance audits and support, Spill Prevention, Control and Countermeasure (SPCC) Plans, tank and general facility closures, air permitting, hazardous and solid waste management, and petroleum and chemical bulk storage.

Other projects included environmental compliance, general environmental support services and permitting, preparation of water withdrawal permit applications, and the demolition of former industrial facilities.

1980-1986 **CALOCERINOS & SPINA CONSULTING ENGINEERS, P.C.**
Syracuse, New York

As Environmental Scientist and Assistant Engineer, prepared municipal industrial wastewater pretreatment programs, assisted industrial clients during the initial implementation of federal and state hazardous waste regulations, conducted subsurface environmental investigations and assisted in the design of industrial landfills.

1978-1979 **HEATH CONSULTANTS, INC.**
Stoughton, Massachusetts

As Field Consultant, performed leakage surveys on natural gas distribution and transmission lines, as well as public building surveys of natural gas service lines.

EDUCATION

1987 Masters of Science in Resource Management and Policy
SUNY College of Environmental Science and Forestry
Syracuse, New York

1977 Bachelor of Science in Environmental Resource Management
SUNY College of Environmental Science and Forestry
Syracuse, New York

REGISTRATION

Professional Engineer Licensed in the State of New York, 1998

MEMBERSHIPS

Air & Waste Management Association - Central New York Chapter
New York Forest Owners Association

SPECIAL TRAINING

OSHA 40-Hour Course in Hazardous Waste Operations Safety, 1991
8-Hour Refresher Course, annually since 1991
Fitness for Duty Training - James A. FitzPatrick Nuclear Power Plant

PRESENTATIONS

Is it Hazardous? Ways to Reduce the Number and Volume of Hazardous Waste Streams. Presented at the Environmental Breakfast Club, September 2, 2009, Syracuse, New York

Draft Changes to 6 NYCRR Part 373 Regulations. Presented at the Environmental Breakfast Club, January 4, 2006, Syracuse, New York

Changes to SPCC Regulations. Presented at the Environmental Breakfast Club, July 6, 2005, Syracuse, New York

CURRICULUM VITAE

JESSE D. PLUMLEY, E.I.T.

QUALIFICATIONS AND EXPERIENCE

2009-Present **PLUMLEY ENGINEERING, P.C.**
Baldwinsville, New York

Staff Engineer for Plumley Engineering, P.C. Responsible for performing a variety of civil engineering services for industrial, municipal, commercial and individual clients. Civil work includes site layout, railway design, contract creation, contract management, construction inspection, building inspection, grant application and grant administration.

2001-2007 **PLUMLEY ENGINEERING, P.C.**
Baldwinsville, New York

Environmental Technician for Plumley Engineering, P.C. Performed a variety of civil, environmental, geotechnical, hydrogeologic and hydrologic services for industrial, municipal, commercial and individual clients. Tasks included water, soil and air sampling, remediation system monitoring, maintenance and repair, construction inspection, data organization and interpretation.

EDUCATION

B.S. in Civil Engineering Technology
State University of New York Institute of Technology
Utica, New York

REGISTRATION

Engineer in Training in the State of New York

MEMBERSHIPS

United States Green Building Council

APPENDIX B

PHASE I ENVIRONMENTAL QUESTIONNAIRE

PHASE I ENVIRONMENTAL QUESTIONNAIRE

PROPERTY NAME: 156-158 Solar Street Property
PROPERTY ADDRESS: 156-158 Solar Street, Syracuse, New York 13204
COMPLETED BY / TITLE: _____ TELEPHONE: _____

(to be filled out by the Applicant/Seller/Occupant; please check or circle your response, and comment/explain any "Yes" answers)

1. Who is the current operator (person responsible for overall operation (including environmental matters) of the property/facility? _____
- 2.* What is the current use of the property? (check all that apply)
- Residential - Single Family
 - Residential - Multifamily
 - Commercial
 - Industrial/Manufacturing
 - Unimproved/Raw Land
 - Agriculture
 - Other: _____
3. What is the date of construction of any structures? [If no structures, skip to Question 8]
- | <u>Name</u> | <u>Description</u> | <u>Date</u> |
|-------------|--------------------|-------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
4. Do you believe asbestos may be present in any of the structures?
- Yes If Yes, describe: _____
 - No _____
 - Unknown _____
5. It is possible that lead-based paint has been used on any of the structures?
- Yes If Yes, describe: _____
 - No _____
 - Unknown _____
6. Has an asbestos survey ever been conducted?
- Yes If Yes, please provide a copy.
 - No
 - Unknown
7. Do any of the buildings have fluorescent light fixtures?
- Yes If Yes, when were these fixtures installed? _____
 - No
8. What is the past use of the property? (check all that apply)

- Residential - Single Family
- Residential - Multifamily
- Commercial
- Industrial/Manufacturing
- Unimproved/Raw Land
- Agriculture
- Other: _____

9.* Is the property currently used, or has it previously been used, as any of the following: an industrial or manufacturing operation, a gasoline station, a motor repair facility, a commercial printing facility, a dry cleaners, a photo-developing laboratory, a junkyard or a landfill, or as a waste treatment, storage, disposal, processing or recycling facility?

- Yes If Yes, describe: Just Manufacturing - Sewing
- No
- Unknown

10.* Are any adjoining properties currently used, or have they previously been used, as any of the following: an industrial or manufacturing operation, a gas station, a motor repair facility, a commercial printing facility, a dry cleaners, a photo-developing laboratory, a junkyard or a landfill, or as a waste treatment storage, disposal, processing or recycling facility?

- Yes If Yes, describe: _____
- No
- Unknown

11.* Are there currently, or have there been previously, any damaged or discarded automotive or industrial batteries, pesticides, paints or other chemicals in individual containers of greater than five gallons in volume or fifty gallons in aggregate, stored on or used at the property?

- Yes If Yes, describe: _____
- No
- Unknown

12.* Are there currently, or have there been previously, any industrial drums (typically 55 gallons) or sacks of chemicals located on the property?

- Yes If Yes, describe: _____
- No
- Unknown

13.* Has fill material been brought to the site?

- Yes If Yes, describe: _____
- No
- Unknown

13a. What type of fill material?

- Construction debris

- Trash
- Clean soil
- Potentially contaminated soil
- Unknown origin

14. Has there been any mining (such as a gravel bed) on the property?
 Yes If Yes, describe: _____
 No _____
 Unknown _____

15.* Are there currently, or have there been previously, any pits, ponds or lagoons on the property connected with waste treatment or waste disposal?
 Yes If Yes, describe: _____
 No _____
 Unknown _____

16.* Are there currently, or have there been previously, any underground storage tanks on the property?
 Yes If Yes, provide list with capacity, material stored, installation date and closure date.
 No If No, skip to Question 17.
 Unknown

1980

If 16 is answered "Yes":

16a. Were any tanks installed after 1985?
 Yes
 No

If 16a is answered "Yes":

16b. Has leak detection, overflow prevention and cathodic protection equipment been installed with the tank?
 Yes
 No

16c. Did any tanks replace an old tank?
 Yes If Yes, describe tanks removed: _____
 No _____

If 16c is answered "Yes":

16d. Was contamination found when the old tank was removed?
 Yes
 No

If 16d is answered "Yes":

16e. Was the contamination cleaned up?

Yes

No

If 16e is answered "Yes":

16f. Did regulatory authorities approve the cleanup?

Yes

No

If 16a is answered "No":

16g. Have the tanks been tested for leaks?

Yes

If Yes, please provide copy of test results.

No

If 16g is answered "Yes":

16h. Did the tank fail the tightness test?

Yes

No

16i. Are you aware of any leaks or spills?

Yes

If Yes, describe: _____

No

If 16i is answered "Yes":

16j. Was the leak or spill cleaned?

Yes

No

16k. Did regulatory authorities approve the cleanup?

Yes

No

17.* Are there currently, or have there been previously, any *aboveground* storage tanks on the property?

Yes

If Yes, provide listing.

No

If No, skip to Question 18.

Unknown

If 17 is answered "Yes":

17a. Has the tank ever leaked or has there ever been a spill?

- Yes If Yes, describe: _____
 No _____
 Unknown _____

If 17a is answered "Yes":

17b. Was the leak or spill cleaned?

- Yes
 No

17c. Were regulatory authorities notified?

- Yes
 No

18. Are you aware of any spills, leaks or discharges of petroleum or hazardous substances onto or from the property from sources other than tanks?

- Yes If Yes, describe: _____
 No _____
 Unknown _____

19.* Are there currently, or have there been previously, any drains, or floor or wall surfaces located within the facility that are, or have been, stained by substances other than water or which are emanating foul odors?

- Yes If Yes, describe: _____
 No _____
 Unknown _____

20.* Is there currently, or has there been previously, any stained soil on the property?

- Yes If Yes, describe: _____
 No _____
 Unknown _____

21.* Has any groundwater testing been performed at the property?

- Yes If Yes, please provide copies of results.
 No If No, skip to Question 22.

If 21 is answered "Yes":

21a. Have any contaminants been identified which exceed State or Federal standards?

- Yes
 No

21b. Has the water been designated as contaminated by any governmental agency?

Yes

No

22.* Is the property served, or has the property been served, by a private well?

Yes

If Yes, describe: _____

No

23. Are there any groundwater monitoring wells on the property?

Yes

If Yes, describe: _____

No

24.* Are you aware of any environmental liens or governmental notification relating to past or current violations of environmental laws with respect to the property, to any facility located on the property, or to any properties in the vicinity?

Yes

If Yes, describe: _____

No

25.* Has an environmental assessment ever been performed on the property?

Yes

If Yes, please provide a copy.

No

If No, skip to Question 26.

If 25 is answered "Yes":

25a.* Did the environmental assessment indicate the presence of any potential contamination?

Yes

If Yes, describe: _____

No

If 25a is answered "Yes":

25b. Was the contamination cleaned up?

Yes

If Yes, describe: _____

No

26.* Are you aware of any environmental litigation or administrative action related to a release or threatened release of any hazardous substance or petroleum product involving the property or an abutting property?

Yes

If Yes, describe: _____

No

Unknown

27.* Other than stormwater or water discharged into a sanitary sewer system, does the property discharge wastewater onto the subject property or onto any adjacent property?

Yes

If Yes, describe: _____

No

Unknown

28. Are there any septic systems, dry wells or leach fields on the property?
 Yes If Yes, describe: _____
 No _____
 Unknown _____

If 28 is answered "Yes":

- 28a. Have hazardous substances or petroleum products ever been discharged to these systems?
 Yes If Yes, describe: _____
 No _____

- 29.* Have any demolition debris, hazardous substances, petroleum products, unidentified waste materials, automotive or industrial batteries, tires, trash or refuse been dumped, buried and/or burned on the property?
 Yes If Yes, describe: _____
 No _____
 Unknown _____

- 30.* Is there a transformer, capacitor or any hydraulic equipment on the property?
 Yes If Yes, describe: _____
 No _____

If 30 is answered "Yes":

- 30a.* Do records indicate the presence of PCBs?
 Yes If Yes, describe: _____
 No _____
 Unknown _____

31. Are there wetlands on the property?
 Yes If Yes, describe: _____
 No _____

32. Are you aware of any activity and land use limitations, 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 If Yes, describe: _____
 No _____

*Reflects information (in whole or in part) required by ASTM Transaction Screen Standard E.50.02.1.

COMMENTS SECTION:

9/7/16
DATE

ANITA J. SALERNO
PRINT NAME - APPLICANT/SELLER/OCCUPANT

Anita J. Salerno
SIGNATURE - APPLICANT/SELLER/OCCUPANT

APPENDIX C

ENVIRONMENTAL DATA RESOURCES, INC. REPORT

Syracuse Scale
156 Solar Street
Syracuse, NY 13204

Inquiry Number: 4679337.2s
July 20, 2016

The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

FORM-LBC-KKT

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

156 SOLAR STREET
SYRACUSE, NY 13204

COORDINATES

Latitude (North): 43.0582640 - 43° 3' 29.75"
Longitude (West): 76.1580690 - 76° 9' 29.04"
Universal Transverse Mercator: Zone 18
UTM X (Meters): 405693.8
UTM Y (Meters): 4767720.5
Elevation: 378 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 5937769 SYRACUSE WEST, NY
Version Date: 2013

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20150508
Source: USDA

MAPPED SITES SUMMARY

Target Property Address:

156 SOLAR STREET
SYRACUSE, NY 13204

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.)
A1	SYRACUSE SCALE	156 SOLAR STREET	NY LTANKS		TP
Reg	ONONDAGA LAKE	POSTAL ADDRESS IS UN	NPL, SEMS, US ENG CONTROLS, US INST CONTROL, NY...	Same	952.0, 180, West
A2	SYRACUSE SCALE CO.,	158 SOLAR ST	NY UST, NY HIST UST	Lower	7, 0.001, West
A3	BORDEN PROPERTY	1 GAILBORDEN DRIVE	NY Spills	Higher	12, 0.002, South
A4	SUNNYDALE TERMINAL	OIL CITY, SOLAR STRE	NY LTANKS	Higher	18, 0.003, SSW
A5	KING LABORATORIES IN	127 SOLAR ST	NY CBS, NY CBS AST, RCRA NonGen / NLR, FINDS, NY...	Higher	28, 0.005, SSW
A6	KING LAB	KING LABORATORY	NY Spills	Higher	28, 0.005, SSW
A7	ARCO TEMINAL	OIL CITY, SOLAR STRE	NY LTANKS, NY Spills	Higher	40, 0.008, SSW
B8	NIAGARA MOHAWK A NAT	SOLOR ST & W DIVISIO	RCRA-LOG	Lower	41, 0.008, WNW
C9		115 SOLAR ST	EDR Hist Auto	Higher	66, 0.013, SSW
C10	DUPLY ENVELOPE & GRA	DUPLY PARK DR	NY Spills	Higher	148, 0.028, South
B11	SYRACUSE LITHOGRAPHI	163 SOLAR ST	RCRA NonGen / NLR, FINDS, NY MANIFEST, ECHO	Lower	150, 0.028, West
D12		232 W DIVISION ST	EDR Hist Auto	Higher	158, 0.030, NNE
13	689 NORTH CLINTON ST	689 NORTH CLINTON ST	NY Spills	Higher	160, 0.030, ENE
B14	J & S LEASING	212 SOLAR STREET	NY LTANKS	Lower	178, 0.034, NW
D15	MCK BUILDING ASSOCIA	221 W. DIVISION ST	NY UST, NY HIST UST	Higher	225, 0.043, NNE
C16	DUPLI ENVELOPE & GRA	1 DUPLI PARK DRIVE	RCRA-LOG, NY MANIFEST	Higher	278, 0.053, South
C17	AMERICAN ADVANCED OR	1 DUPLI PARK DR	RCRA NonGen / NLR, FINDS, NY MANIFEST, ECHO	Higher	278, 0.053, South
D18	ROTONDO WAREHOUSE	212 WEST DIVISION ST	NY Spills	Higher	280, 0.053, NNE
D19	ROTONDO WAREHOUSE	212 W DIVISION ST	SEMS-ARCHIVE, RCRA NonGen / NLR, FINDS, NY...	Higher	280, 0.053, NNE
D20	ROTONDO WAREHOUSE	212 W. DIVISION ST	NY Spills	Higher	280, 0.053, NNE
E21	FRANKLIN PROPERTIES	101 SOLAR ST	RCRA NonGen / NLR, FINDS, ECHO	Higher	314, 0.059, South
F22	D AND J TRANS SPEC	107 7TH N	RCRA NonGen / NLR, PADS, NY MANIFEST	Lower	339, 0.064, NW
G23	SPILL NUMBER 9706457	22 DIVISION ST/N CLI	NY Spills	Higher	372, 0.070, NE
D24	NIAGARA MOHAWK A NAT	W DIVISION ST & N CL	RCRA NonGen / NLR, FINDS, ECHO	Higher	374, 0.071, NE
F25	ESSELETTE PENDAFLEX	SPENCER & SOLAN STRE	NY LTANKS	Lower	423, 0.080, WNW
H26	FRANKLIN CENTER RENO	455 N FRANKLIN ST	RCRA NonGen / NLR, FINDS, NY MANIFEST, ECHO	Higher	426, 0.081, SE
E27	THE LOFTS AT FRANKLI	SOLAR & PLUM STS	NY AST	Higher	436, 0.083, SSE
F28	SAFETY KLEEN OIL	DUKE DRIVE	NY LTANKS, NY Spills	Lower	453, 0.086, NW
F29	NIAGARA MOHAWK A NAT	SPENCER ST & SOLAR S	RCRA NonGen / NLR, FINDS, ECHO	Lower	468, 0.089, NW
F30	TERPENING	SOLAR STREET	NY LTANKS, NY Spills	Lower	474, 0.090, NW
G31	DYNAMIC PAK	102 W DIVISION ST	RCRA NonGen / NLR, FINDS, NY MANIFEST, ECHO	Higher	539, 0.102, NE
G32	WEST DIVISION	102 WEST DIVISION ST	NY Spills	Higher	539, 0.102, NE
G33	EXPRESSWAY PROPRTIE	102 N. DIVISION ST	NY UST, NY HIST UST	Higher	539, 0.102, NE
34	400 WEST DIVISION ST	400 WEST DIVISION ST	NY Spills	Lower	542, 0.103, WSW
F35	POLE #36	SPENCER ST	NY Spills	Lower	554, 0.105, NW
H36	FRANKLIN CENTER	455 NORHT FRANKLIN C	NY LTANKS	Higher	611, 0.116, SSE
I37	VACANT INDUSTRIAL PR	128 SPENCER ST	NY CBS, NY Spills	Higher	627, 0.119, North
I38	ESSELTE PENDAFLEX CO	128 SPENCER ST	RCRA NonGen / NLR, ICIS, FINDS, NY MANIFEST, ECHO	Higher	627, 0.119, North

MAPPED SITES SUMMARY

Target Property Address:
156 SOLAR STREET
SYRACUSE, NY 13204

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
I39	BOORUM & PEASE	128 SPENCER ST	RCRA NonGen / NLR, NY MANIFEST	Higher	627, 0.119, North
I40	ESSELTE BOORUM	128 SPENCER STREET	NY UST, NY HIST UST	Higher	627, 0.119, North
I41	128 SPENCER STREET	128 SPENCER STREET	NY CBS AST, NY BROWNFIELDS	Higher	627, 0.119, North
J42	APA TRANSPORT CORP.	330 SPENCER ST	NY UST	Lower	630, 0.119, WNW
J43	APA TRUCKING	330 SPENCER STREET	NY LTANKS, NY Spills	Lower	630, 0.119, WNW
H44	TELEPHONE POLE	GENANT DRIVE/AT NORT	NY Spills	Higher	643, 0.122, SE
J45	BRADCO SUPPLY CORP.	345 SPENCER ST	NY UST, NY Spills	Lower	652, 0.123, WNW
I46	NYSDOT BIN 1031580	181 UNDER SPENCER S	RCRA NonGen / NLR, NY MANIFEST	Higher	677, 0.128, NNE
47	NIAGARA MOHAWK A NAT	431 GENANT ST	RCRA NonGen / NLR	Higher	710, 0.134, ENE
K48	FELDMAN-MONDLICK, IN	441 N. FRANKLIN ST	NY UST	Higher	810, 0.153, SE
L49	NIMO COMPLEX	NIMO COMPLEX WATER S	NY LTANKS	Higher	827, 0.157, ESE
I50	DESTINY ARMS	800 NORTH CLINTON ST	NY UST, NY HIST UST	Higher	834, 0.158, North
L51	NIAGARA MOHAWK - FUL	311 GENANT DR	RCRA NonGen / NLR, FINDS, NY MANIFEST, ECHO	Higher	835, 0.158, ESE
L52	FULTON STREET SERVIC	311 GENANT DRIVE	NY HIST UST	Higher	835, 0.158, ESE
L53	FULTON STREET SERVIC	311 GENANT DRIVE	NY UST	Higher	835, 0.158, ESE
M54	PISCITELL STONE & SU	501 PLUM STREET	NY UST	Lower	857, 0.162, SSW
M55	501 PLUM ST.	501 PLUM STREET	NY LTANKS, NY Spills	Lower	857, 0.162, SSW
M56	O M EDWARDS CO INC	501 PLUM ST	RCRA NonGen / NLR, FINDS, NY MANIFEST, ECHO	Lower	857, 0.162, SSW
K57	460 NORTH FRANKLIN S	438 NORTH FRANKLIN S	PA MANIFEST	Higher	868, 0.164, SE
M58	PLANT #2 ASSOCIATES	500 PLUM ST	RCRA NonGen / NLR, FINDS, NY MANIFEST, ECHO	Lower	871, 0.165, SSW
59	NATIONAL GRID ASH ST	GENANT DR	RCRA-LQG, NY Spills, NY MANIFEST	Higher	907, 0.172, East
K60	432 NORTH FRANKLIN S	432 NORTH FRANKLIN S	NY ENG CONTROLS, NY INST CONTROL, NY VCP, NY...	Higher	966, 0.183, SE
N61	TRIAD TECHNOLOGY	105 SPENCER ST	PA MANIFEST	Higher	982, 0.186, NNE
N62	TRIAD TECHNOLOGIES	105 SPENCER ST	RCRA NonGen / NLR, FTTS, HIST FTTS, NY MANIFEST	Higher	982, 0.186, NNE
N63	GREIF BROS. CORPORAT	105 SPENCER ST	NY UST, NY Spills, NY MANIFEST	Higher	982, 0.186, NNE
64	FRANKLIN SQUARE ASSO	429N FRANKLIN ST	RCRA NonGen / NLR, NY MANIFEST	Higher	1016, 0.192, SSE
65	NYSDEC - ANDYS CYCLE	921 N STATE ST	RCRA NonGen / NLR, NY MANIFEST	Higher	1022, 0.194, ENE
O66	HIAWATHA USED CARS I	1006 NORTH STATE ST	NY AST	Higher	1051, 0.199, NE
O67	HIAWATHA USED CARS I	1006 NORTH STATE STR	NY SWF/LF	Higher	1051, 0.199, NE
O68	JAMES J. LOCASTRO, I	1020 N. STATE ST.	NY TANKS, NY HIST AST	Higher	1055, 0.200, NE
P69	AMERICAN BAG AND MET	400-404 & 380 SPENCE	NY ENG CONTROLS, NY INST CONTROL, NY VCP, NY...	Lower	1063, 0.201, West
Q70	NIAGARA MOHAWK A NAT	SOLAR ST & COURT ST	RCRA NonGen / NLR, FINDS, ECHO	Lower	1152, 0.218, NW
Q71	NIAGARA MOHAWK POWER	SOLAR ST & KIRKPATRI	NY MANIFEST	Lower	1163, 0.220, NW
Q72	NIAGARA MOHAWK A NAT	SOLAR ST & KIRKPATRI	RCRA-LQG	Lower	1163, 0.220, NW
N73	STORMS PLATING INC	1129 N STATE ST	RCRA NonGen / NLR, FINDS, NY MANIFEST, ECHO	Higher	1169, 0.221, NNE
R74	ALLEN TOOL CORPORATI	308 MALTBIE STREET	NY UST, NY HIST UST	Higher	1189, 0.225, WSW
R75	PIONEER MALTBIE CO	308 MALTBIE ST	RCRA NonGen / NLR, FINDS, NY MANIFEST, ECHO	Higher	1189, 0.225, WSW
S76	NYSDOT BIN 1031570	181 UNDER BUTTERNUT	RCRA NonGen / NLR, NY MANIFEST	Higher	1201, 0.227, ESE
S77	NYSDOT BIN 1031570	BUTTERNUT ST OVER I-	RCRA NonGen / NLR, NY MANIFEST	Higher	1201, 0.227, ESE

MAPPED SITES SUMMARY

Target Property Address:
156 SOLAR STREET
SYRACUSE, NY 13204

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
P78	S&W REDEVELOPMENT, L	SPENCER ST	RCRA-SQG, NY SHWS, NY MANIFEST	Lower	1226, 0.232, West
P79	NIAGARA MOHAWK A NAT	SPENCER ST & MALTBIE	RCRA NonGen / NLR, FINDS, ECHO	Lower	1246, 0.236, West
80	ONONDAGA COUNTY SEWA	1 MALTBIE ST	RCRA NonGen / NLR, FINDS, NY MANIFEST, ECHO	Higher	1275, 0.241, SW
81	PBS TOWING	1201 N STATE STREET	NY SWF/LF	Higher	1354, 0.256, NNE
82	SUNNYDALE CORP	418 SOLAR ST	NY MOSF, RCRA NonGen / NLR, NY MANIFEST	Lower	1437, 0.272, NW
T83	SYRACUSE SUBURBAN GA	SYRACUSE SUBURBAN GA	NY LTANKS	Higher	1547, 0.293, West
U84	BURNS BROTHERS HARDW	400 LEAVENWORTH AVE	NY LTANKS, NY Spills	Higher	1581, 0.299, SW
T85	SYRACUSE PARKS&RECRE	PARKS & REC SPENCER	NY LTANKS	Lower	1644, 0.311, West
86	SPILL NUMBER 030721	601 WEST GENESSEE ST	NY LTANKS, NY Spills	Higher	1672, 0.317, SSW
U87	BIG D'S AUTO	321 LEAVENWORTH AVE	NY SWF/LF	Higher	1709, 0.324, SW
88	SYRACUSE PARKS & REC	412 SPENCER ST	NY LTANKS, NY UST, NY HIST UST, NY Spills	Higher	1796, 0.340, WSW
89	AUTO FINISHERS SUPPL	206-208 PLUM ST	NY LTANKS	Higher	1971, 0.373, SSW
V90	CREST CADILLAC	717 WEST GENESSEE STR	NY LTANKS, NY UST	Higher	2102, 0.398, SW
91	FORMER DOT	VAN RESSLEAER STREET	NY LTANKS	Higher	2188, 0.414, WSW
V92	INFINITY OF SYRACUSE	736 WEST GENESSE ST	NY LTANKS, NY Spills	Higher	2201, 0.417, SW
93	ST JOSEPH'S HOSPITAL	301 PROSPECT AVE	RCRA-LQG, NY LTANKS, NY CBS, NY CBS AST, NY HIST...	Higher	2293, 0.434, ESE
W94	OTISCA OIL	900 NORTH MCBRIDE ST	SEMS	Higher	2344, 0.444, East
95	SPILL NUMBER 0103051	763-767 WEST GENESSE	NY LTANKS	Higher	2373, 0.449, SW
96	WALT SERVICE CENTER	238 WEST GENESSEE STR	NY LTANKS, NY Spills	Higher	2432, 0.461, SSE
W97	OTISCA BUILDING	900 NORTH MCBRIDE ST	NY ERP	Higher	2450, 0.464, East
98	ST. JOSEPH HOSPITAL	110 UNION AVENUE	NY LTANKS	Higher	2512, 0.476, ESE
X99	NIMO - SYRACUSE - ER	300 ERIE BLVD WEST	EDR MGP	Higher	2534, 0.480, SSE
X100	NIMO, SYRACUSE (ERIE	300 ERIE BLVD	NY HSWDS	Higher	2534, 0.480, SSE
X101	NATIONAL GRID MAIN O	300 ERIE BLVD WEST	NY SHWS, NY LTANKS, NY Spills, NY Financial...	Higher	2539, 0.481, SSE
X102	NATIONAL GRID DEWEY	144 KENSINGTON AVE	CORRACTS, RCRA-TSDF, RCRA-LQG, US FIN ASSUR, 2020.	Higher	2539, 0.481, SSE
X103	NATIONAL GRID N ALBA	1125 BROADWAY	CORRACTS, FTTS, HIST FTTS	Higher	2539, 0.481, SSE
104	MATLACK TRUCKING INC	450 W KIRKPATRICK ST	NY LTANKS, NY Spills	Lower	2611, 0.495, West
105	SAM'S & ROCCO AUTO	DANFORTH & N SALINA	NY LTANKS	Higher	2615, 0.495, North
106	SEALTEST FOODS KRAFT	120 WILKINSON STREET	NY LTANKS, NY Spills, NY MANIFEST	Higher	2634, 0.499, SSW
107	MCKESSON ENVIROSYSTE	400 BEAR ST	CORRACTS, US ENG CONTROLS, US INST CONTROL, NY...	Lower	3197, 0.605, WNW
Y108	LOWER LEY CREEK	7TH NORTH STREET	NY SHWS	Higher	4466, 0.846, SE
Y109	CROUSE-HINDS	7TH NORTH STREET	NY SHWS, NY SWF/LF, NY Spills	Higher	4466, 0.846, SE
110	QUANTA RESOURCES SIT	2802-2810 LODI ST	SEMS, CORRACTS, NY SHWS, NY INST CONTROL, RCRA...	Higher	4485, 0.849, NNW
111	NIMO - SYRACUSE - HI	HIAWATHA BLVD / METR	EDR MGP	Lower	5183, 0.982, WNW

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TARGET PROPERTY SEARCH RESULTS

The target property was identified in the following records. For more information on this property see page 8 of the attached EDR Radius Map report:

Site	Database(s)	EPA ID
SYRACUSE SCALE 156 SOLAR STREET SYRACUSE, NY	NY LTANKS Spill Number/Closed Date: 9511787 / 1996-12-31 Site ID: 211790 Program Number: 9511787	N/A

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

Proposed NPL..... Proposed National Priority List Sites
NPL LIENS..... Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL..... National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY..... Federal Facility Site Information listing

Federal RCRA generators list

RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

LUCIS..... Land Use Control Information System

Federal ERNS list

ERNS..... Emergency Response Notification System

State and tribal leaking storage tank lists

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land
NY HIST LTANKS..... Listing of Leaking Storage Tanks

State and tribal registered storage tank lists

FEMA UST..... Underground Storage Tank Listing

NY CBS UST..... Chemical Bulk Storage Database
NY MOSF UST..... Major Oil Storage Facilities Database
NY MOSF AST..... Major Oil Storage Facilities Database
INDIAN UST..... Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries

NY RES DECL..... Restrictive Declarations Listing

State and tribal voluntary cleanup sites

INDIAN VCP..... Voluntary Cleanup Priority Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

NY SWRCY..... Registered Recycling Facility List
NY SWTIRE..... Registered Waste Tire Storage & Facility List
INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations
ODI..... Open Dump Inventory

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL..... Delisted National Clandestine Laboratory Register
NY DEL SHWS..... Delisted Registry Sites
US CDL..... National Clandestine Laboratory Register

Local Land Records

NY LIENS..... Spill Liens Information
LIENS 2..... CERCLA Lien Information

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System
NY Hist Spills..... SPILLS Database
NY SPILLS 90..... SPILLS 90 data from FirstSearch
NY SPILLS 80..... SPILLS 80 data from FirstSearch

Other Ascertainable Records

FUDS..... Formerly Used Defense Sites
DOD..... Department of Defense Sites
SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing
EPA WATCH LIST..... EPA WATCH LIST
TSCA..... Toxic Substances Control Act
TRIS..... Toxic Chemical Release Inventory System
SSTS..... Section 7 Tracking Systems

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RMP	Risk Management Plans
RAATS	RCRA Administrative Action Tracking System
MLTS	Material Licensing Tracking System
COAL ASH DOE	Steam-Electric Plant Operation Data
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER	PCB Transformer Registration Database
RADINFO	Radiation Information Database
DOT OPS	Incident and Accident Data
CONSENT	Superfund (CERCLA) Consent Decrees
INDIAN RESERV	Indian Reservations
FUSRAP	Formerly Utilized Sites Remedial Action Program
UMTRA	Uranium Mill Tailings Sites
LEAD SMELTERS	Lead Smelter Sites
US AIRS	Aerometric Information Retrieval System Facility Subsystem
US MINES	Mines Master Index File
DOCKET HWC	Hazardous Waste Compliance Docket Listing
UXO	Unexploded Ordnance Sites
NY COAL ASH	Coal Ash Disposal Site Listing
NY DRYCLEANERS	Registered Drycleaners
NY E DESIGNATION	E DESIGNATION SITE LISTING
NY SPDES	State Pollutant Discharge Elimination System
NY UIC	Underground Injection Control Wells
FUELS PROGRAM	EPA Fuels Program Registered Listing

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR Hist Cleaner..... EDR Exclusive Historic Dry Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

NY RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List
 NY RGA LFP..... Recovered Government Archive Solid Waste Facilities List

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in **bold italics** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

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STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: Also known as Superfund, the National Priority List database is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund program. The source of this database is the U.S. EPA.

A review of the NPL list, as provided by EDR, and dated 03/07/2016 has revealed that there is 1 NPL site within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ONONDAGA LAKE	POSTAL ADDRESS IS UN	W 1/8 - 1/4 (0.180 mi.)	0	9

Federal CERCLIS list

SEMS: SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

A review of the SEMS list, as provided by EDR, and dated 03/07/2016 has revealed that there are 2 SEMS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ONONDAGA LAKE	POSTAL ADDRESS IS UN	W 1/8 - 1/4 (0.180 mi.)	0	9
OTISCA OIL	900 NORTH MCBRIDE ST	E 1/4 - 1/2 (0.444 mi.)	W94	539

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS-ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates 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 the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The 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 potential NPL site.

A review of the SEMS-ARCHIVE list, as provided by EDR, and dated 03/07/2016 has revealed that there is 1 SEMS-ARCHIVE site within approximately 0.5 miles of the target property.

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Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ROTONDO WAREHOUSE	212 W DIVISION ST	NNE 0 - 1/8 (0.053 mi.)	D19	194

Federal RCRA CORRACTS facilities list

CORRACTS: CORRACTS is a list of handlers with RCRA Corrective Action Activity. This report shows which nationally-defined corrective action core events have occurred for every handler that has had corrective action activity.

A review of the CORRACTS list, as provided by EDR, and dated 12/09/2015 has revealed that there are 4 CORRACTS sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
NATIONAL GRID DEWEY	144 KENSINGTON AVE	SSE 1/4 - 1/2 (0.481 mi.)	X102	557
NATIONAL GRID N ALBA	1125 BROADWAY	SSE 1/4 - 1/2 (0.481 mi.)	X103	594
QUANTA RESOURCES SIT	2802-2810 LODI ST	NNW 1/2 - 1 (0.849 mi.)	110	666
Lower Elevation	Address	Direction / Distance	Map ID	Page
MCKESSON ENVIROSYSTE	400 BEAR ST	WNW 1/2 - 1 (0.605 mi.)	107	607

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRAInfo 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. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

A review of the RCRA-TSDF list, as provided by EDR, and dated 12/09/2015 has revealed that there is 1 RCRA-TSDF site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
NATIONAL GRID DEWEY	144 KENSINGTON AVE	SSE 1/4 - 1/2 (0.481 mi.)	X102	557

Federal RCRA generators list

RCRA-LQG: RCRAInfo 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. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

A review of the RCRA-LQG list, as provided by EDR, and dated 12/09/2015 has revealed that there are 4

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RCRA-LQG sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
DUPLI ENVELOPE & GRA	1 DUPLI PARK DRIVE	S 0 - 1/8 (0.053 mi.)	C16	143
NATIONAL GRID ASH ST	GENANT DR	E 1/8 - 1/4 (0.172 mi.)	59	333
Lower Elevation	Address	Direction / Distance	Map ID	Page
NIAGARA MOHAWK A NAT	SOLAR ST & W DIVISIO	WNW 0 - 1/8 (0.008 mi.)	B8	115
NIAGARA MOHAWK A NAT	SOLAR ST & KIRKPATRI	NW 1/8 - 1/4 (0.220 mi.)	Q72	430

RCRA-SQG: RCRAInfo 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. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

A review of the RCRA-SQG list, as provided by EDR, and dated 12/09/2015 has revealed that there is 1 RCRA-SQG site within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
S&W REDEVELOPMENT, L	SPENCE ST	W 1/8 - 1/4 (0.232 mi.)	P78	447

Federal institutional controls / engineering controls registries

US ENG CONTROLS: A listing of sites with engineering controls in place.

A review of the US ENG CONTROLS list, as provided by EDR, and dated 09/10/2015 has revealed that there is 1 US ENG CONTROLS site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ONONDAGA LAKE	POSTAL ADDRESS IS UN	W 1/8 - 1/4 (0.180 mi.)	0	9

US INST CONTROL: A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

A review of the US INST CONTROL list, as provided by EDR, and dated 09/10/2015 has revealed that there is 1 US INST CONTROL site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ONONDAGA LAKE	POSTAL ADDRESS IS UN	W 1/8 - 1/4 (0.180 mi.)	0	9

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State- and tribal - equivalent CERCLIS

NY SHWS: The State Hazardous Waste Sites records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. The data come from the Department of Environmental Conservation's Inactive Hazardous waste Disposal Sites in New York State.

A review of the NY SHWS list, as provided by EDR, and dated 05/17/2016 has revealed that there are 6 NY SHWS sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
NATIONAL GRID MAIN O Site Code: 56354	300 ERIE BLVD WEST	SSE 1/4 - 1/2 (0.481 mi.)	X101	548
LOWER LEY CREEK Site Code: 439019 Class Code: Significant threat to the public health or environment - action required.	7TH NORTH STREET	SE 1/2 - 1 (0.846 mi.)	Y108	657
CROUSE-HINDS Site Code: 56327 Class Code: Does not present a significant threat to the public health or the environment - action may be deferred.	7TH NORTH STREET	SE 1/2 - 1 (0.846 mi.)	Y109	659
QUANTA RESOURCES SIT Site Code: 58626 Class Code: Site is properly closed - requires continued management.	2802-2810 LODI ST	WNW 1/2 - 1 (0.849 mi.)	110	666

Lower Elevation	Address	Direction / Distance	Map ID	Page
S&W REDEVELOPMENT, L Site Code: 56359	SPENCE ST	W 1/8 - 1/4 (0.232 mi.)	P78	447
MCKESSON ENVIROSISTE Site Code: 56333 Class Code: Site is properly closed - requires continued management.	400 BEAR ST	WNW 1/2 - 1 (0.605 mi.)	107	607

NY VAPOR REOPENED: "Vapor intrusion" refers to the process by which volatile chemicals move from a subsurface source into the indoor air of overlying or adjacent buildings. The subsurface source can either be contaminated groundwater or contaminated soil which releases vapors into the pore spaces in the soil. Improvements in analytical techniques and knowledge gained from site investigations in New York and other states has led to an increased awareness of soil vapor as a medium of concern and of the potential for exposure from the soil vapor intrusion pathway. Based on this additional information, 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.

A review of the NY VAPOR REOPENED list, as provided by EDR, and dated 08/01/2015 has revealed that there is 1 NY VAPOR REOPENED site within approximately 1 mile of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
MCKESSON ENVIROSISTE Facility Status: Complete (No Further Action) Site Code: 734020	400 BEAR ST	WNW 1/2 - 1 (0.605 mi.)	107	607

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State and tribal landfill and/or solid waste disposal site lists

NY SWF/LF: The Solid Waste Facilities/Landfill Sites records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. The data come from the list.

A review of the NY SWF/LF list, as provided by EDR, and dated 04/06/2016 has revealed that there are 3 NY SWF/LF sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
HIAWATHA USED CARS 1 PDS TOWING BIG D'S AUTO	1066 NORTH STATE STR 1201 N STATE STREET 321 LEAVENWORTH AVE	NE 1/8 - 1/4 (0.199 mi.) NNE 1/4 - 1/2 (0.256 mi.) SW 1/4 - 1/2 (0.324 mi.)	O67 81 U87	410 471 483

State and tribal leaking storage tank lists

NY LTANKS: Leaking Storage Tank Incident Reports. These records contain an inventory of reported leaking storage tank incidents reported from 4/1/86 through the most recent update. They can be either leaking underground storage tanks or leaking aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills.

A review of the NY LTANKS list, as provided by EDR, and dated 05/17/2016 has revealed that there are 27 NY LTANKS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SUNNYDALE TERMINAL Spill Number/Closed Date: 8902164 / 1991-01-18 Site ID: 157878 Program Number: 8902164	OIL CITY, SOLAR STRE	SSW 0 - 1/8 (0.003 mi.)	A4	97
ARCO TERMINAL Spill Number/Closed Date: 8001363 / 1980-12-22 Spill Number/Closed Date: 8803731 / 1988-11-25 Site ID: 296574 Site ID: 157877 Program Number: 8001363 Program Number: 8803731	OIL CITY, SOLAR STRE	SSW 0 - 1/8 (0.008 mi.)	A7	110
FRANKLIN CENTER Spill Number/Closed Date: 0302073 / 2004-05-04 Site ID: 241385 Program Number: 0302073	455 NORHT FRANKLIN C	SSE 0 - 1/8 (0.116 mi.)	H36	238
NIMO COMPLEX Spill Number/Closed Date: 9301729 / 1993-12-31 Site ID: 149633 Program Number: 9301729	NIMO COMPLEX WATER S	ESE 1/8 - 1/4 (0.157 mi.)	L49	291
SYRACUSE SUBURBAN GA Spill Number/Closed Date: 9405972 / 1994-09-19 Site ID: 140107 Program Number: 9405972	SYRACUSE SUBURBAN GA	W 1/4 - 1/2 (0.293 mi.)	T83	475
BURNS BROTHERS HARDW Spill Number/Closed Date: 9700681 / 2002-06-03 Site ID: 330002	400 LEAVENWORTH AVE	SW 1/4 - 1/2 (0.299 mi.)	U84	477

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Program Number: 9700681				
SPILL NUMBER 0307721 Spill Number/Closed Date: 0307721 / 2003-10-28 Site ID: 318571 Program Number: 0307721	601 WEST GENESSEE ST	SSW 1/4 - 1/2 (0.317 mi.)	86	480
SYRACUSE PARKS & REC Spill Number/Closed Date: 8804997 / 1999-05-08 Site ID: 221299 Program Number: 8804997	412 SPENCER ST	WSW 1/4 - 1/2 (0.340 mi.)	88	484
AUTO FINISHERS SUPPL Spill Number/Closed Date: 9813285 / 1999-09-17 Site ID: 116943 Program Number: 9813285	206-208 PLUM ST	SSW 1/4 - 1/2 (0.373 mi.)	89	492
CREST CADILLAC Spill Number/Closed Date: 8800569 / 1988-04-26 Spill Number/Closed Date: 0008831 / 2001-01-02 Site ID: 251438 Site ID: 251439 Site ID: 266424 Program Number: 8800569 Program Number: 9507927 Program Number: 0008831	717 WEST GENESSEE STR	SW 1/4 - 1/2 (0.398 mi.)	V90	493
FORMER DOT Spill Number/Closed Date: 9703337 / 2002-08-06 Site ID: 175481 Program Number: 9703337	VAN RESSELAER STREET	WSW 1/4 - 1/2 (0.414 mi.)	91	499
INFINITY OF SYRACUSE Spill Number/Closed Date: 8905600 / 1990-01-24 Site ID: 203929 Program Number: 8905600	736 WEST GENESSEE ST	SW 1/4 - 1/2 (0.417 mi.)	V92	500
ST JOSEPH'S HOSPITAL Spill Number/Closed Date: 1101254 / 2012-12-10 Spill Number/Closed Date: 1308622 / 2014-01-08 Site ID: 483703 Site ID: 483703 Program Number: 1101254 Program Number: 1308622	301 PROSPECT AVE	ESE 1/4 - 1/2 (0.434 mi.)	93	502
SPILL NUMBER 0103051 Spill Number/Closed Date: 0103051 / 2003-10-13 Site ID: 248499 Program Number: 0103051	763-767 WEST GENESSEE	SW 1/4 - 1/2 (0.449 mi.)	95	540
WALT SERVICE CENTER Spill Number/Closed Date: 0401571 / 2009-01-06 Site ID: 153354 Program Number: 0401571	238 WEST GENESSEE STR	SSE 1/4 - 1/2 (0.461 mi.)	96	541
ST. JOSEPH HOSPITAL Spill Number/Closed Date: 8708111 / 1989-07-10 Site ID: 143447 Program Number: 8708111	110 UNION AVENUE	ESE 1/4 - 1/2 (0.476 mi.)	98	545
NATIONAL GRID MAIN O	300 ERIE BLVD WEST	SSE 1/4 - 1/2 (0.481 mi.)	X101	548

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Spill Number/Closed Date: 8710546 / 1988-05-20 Site ID: 150027 Program Number: 8710546				
SAM'S & ROCCO AUTO Spill Number/Closed Date: 9407854 / 2002-08-06 Site ID: 325214 Program Number: 9407854	DANFORTH & N SALINA	N 1/4 - 1/2 (0.495 mi.)	105	601
SEALTEST FOODS KRAFT Spill Number/Closed Date: 8708772 / 1988-02-22 Spill Number/Closed Date: 8709709 / 1988-02-22 Site ID: 246629 Site ID: 246630 Program Number: 8708772 Program Number: 8709709	120 WILKINSON STREET	SSW 1/4 - 1/2 (0.499 mi.)	106	602
Lower Elevation	Address	Direction / Distance	Map ID	Page
J & S LEASING Spill Number/Closed Date: 9710063 / 2002-06-03 Site ID: 143307 Program Number: 9710063	212 SOLAR STREET	NW 0 - 1/8 (0.034 mi.)	B14	137
ESSELETTE PENDAFLEX Spill Number/Closed Date: 9510582 / 1995-12-31 Site ID: 183752 Program Number: 9510582	SPENCER & SOLAN STRE	NNW 0 - 1/8 (0.080 mi.)	F25	207
SAFETY KLEEN OIL Spill Number/Closed Date: 8907638 / 1989-11-01 Site ID: 319407 Program Number: 8907638	DUKE DRIVE	NW 0 - 1/8 (0.086 mi.)	F28	217
TERPENING Spill Number/Closed Date: 9206624 / 1993-03-22 Site ID: 237973 Program Number: 9206624	SOLAR STREET	NW 0 - 1/8 (0.090 mi.)	F30	224
APA TRUCKING Spill Number/Closed Date: 9860049 / 1999-03-09 Site ID: 227135 Program Number: 9860049	330 SPENCER STREET	WNW 0 - 1/8 (0.119 mi.)	J43	276
501 PLUM ST. Spill Number/Closed Date: 9101275 / 1993-01-11 Site ID: 287306 Program Number: 9101275	501 PLUM STREET	SSW 1/8 - 1/4 (0.162 mi.)	M55	310
SYRACUSE PARKS&RECRE Spill Number/Closed Date: 8803250 / 1989-04-10 Site ID: 285129 Program Number: 8803250	PARKS & REC SPENCER	W 1/4 - 1/2 (0.311 mi.)	T85	479
MATLACK TRUCKING INC Spill Number/Closed Date: 0003879 / 2002-08-05 Site ID: 258915 Program Number: 0003879	450 W KIRKPATRICK ST	W 1/4 - 1/2 (0.495 mi.)	104	599

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State and tribal registered storage tank lists

NY UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle 1 of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Environmental Conservation's Petroleum Bulk Storage (PBS) Database.

A review of the NY UST list, as provided by EDR, and dated 03/29/2016 has revealed that there are 12 NY UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MCK BUILDING ASSOCIA EXPRESSWAY PROPRTIE	221 W. DIVISION ST	NNE 0 - 1/8 (0.043 mi.)	D15	138
ESSELTE BOORUM	102 N. DIVISION ST	NE 0 - 1/8 (0.102 mi.)	G33	232
FELDMAN-MONDLICK, IN DESTINY ARMS	128 SPENCER STREET	N 0 - 1/8 (0.119 mi.)	I40	264
FULTON STREET SERVIC GREIF BROS. CORPORAT ALLEN TOOL CORPORATI	441 N. FRANKLIN ST	SE 1/8 - 1/4 (0.153 mi.)	K48	289
	800 NORTH CLINTON ST	N 1/8 - 1/4 (0.158 mi.)	I50	292
	311 GENANT DRIVE	ESE 1/8 - 1/4 (0.158 mi.)	L53	306
	105 SPENCER ST	NNE 1/8 - 1/4 (0.186 mi.)	N63	382
	308 MALTBIE STREET	WSW 1/8 - 1/4 (0.225 mi.)	R74	434
Lower Elevation	Address	Direction / Distance	Map ID	Page
SYRACUSE SCALE CO., APA TRANSPORT CORP. BRADCO SUPPLY CORP. PISCITELL STONE & SU	158 SOLAR ST	W 0 - 1/8 (0.001 mi.)	A2	92
	330 SPENCER ST	WNW 0 - 1/8 (0.119 mi.)	J42	274
	345 SPENCER ST	WNW 0 - 1/8 (0.123 mi.)	J45	279
	501 PLUM STREET	SSW 1/8 - 1/4 (0.162 mi.)	M54	307

NY MOSF: These facilities may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

A review of the NY MOSF list, as provided by EDR, and dated 03/29/2016 has revealed that there is 1 NY MOSF site within approximately 0.5 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
SUNNYDALE CORP	418 SOLAR ST	NW 1/4 - 1/2 (0.272 mi.)	82	472

Tank Status: Unregulated/Closed
Facility Id: 7-1820

NY CBS: These facilities store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size.

A review of the NY CBS list, as provided by EDR, and dated 03/29/2016 has revealed that there are 2 NY CBS sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
KING LABORATORIES IN	127 SOLAR ST	SSW 0 - 1/8 (0.005 mi.)	A5	98

Facility Status: Unregulated/Closed
CBS Number: 7-000004

Lower Elevation	Address	Direction / Distance	Map ID	Page
VACANT INDUSTRIAL PR	128 SPENCER ST	N 0 - 1/8 (0.119 mi.)	I37	239

Facility Status: Unregulated/Closed
CBS Number: 7-000180

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NY AST: The Aboveground Storage Tank database contains registered ASTs. The data come from the Department of Environmental Conservation's Petroleum Bulk Storage (PBS) Database.

A review of the NY AST list, as provided by EDR, and dated 03/29/2016 has revealed that there are 2 NY AST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
THE LOFTS AT FRANKLI	SOLAR & PLUM STS	SSE 0 - 1/8 (0.083 mi.)	E27	214

Facility Id: 7-600934

Lower Elevation	Address	Direction / Distance	Map ID	Page
HIAWATHA USED CARS 1	1006 NORTH STATE ST	NE 1/8 - 1/4 (0.199 mi.)	O66	408

Facility Id: 7-601052

NY CBS AST: Chemical Bulk Storage Database. Registration data collected as required by 6 NYCRR Part 596. It includes facilities storing hazardous substances listed in 6 NYCRR Part 597, in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size. Includes facilities registered (and closed) since effective date of CBS regulations (July 15, 1988) through the date request is processed.

A review of the NY CBS AST list, as provided by EDR, and dated 01/01/2002 has revealed that there are 2 NY CBS AST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
KING LABORATORIES IN	127 SOLAR ST	SSW 0 - 1/8 (0.005 mi.)	A5	98

Facility Status: 2
CBS Number: 7-000004

Lower Elevation	Address	Direction / Distance	Map ID	Page
128 SPENCER STREET	128 SPENCER STREET	N 0 - 1/8 (0.119 mi.)	I41	272

Facility Status: 2
CBS Number: 7-000180

NY TANKS: This database contains records of facilities that are or have been regulated under Bulk Storage Program. Tank information for these facilities may not be releasable by the state agency.

A review of the NY TANKS list, as provided by EDR, and dated 03/29/2016 has revealed that there is 1 NY TANKS site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
JAMES J. LOCASTRO, I	1020 N. STATE ST.	NE 1/8 - 1/4 (0.200 mi.)	O68	411

Facility Id: 7-600316
Site Status: Inactive

State and tribal institutional control / engineering control registries

NY ENG CONTROLS: Environmental Remediation sites that have engineering controls in place.

A review of the NY ENG CONTROLS list, as provided by EDR, and dated 05/17/2016 has revealed that

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there are 2 NY ENG CONTROLS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
432 NORTH FRANKLIN S	432 NORTH FRANKLIN S	SE 1/8 - 1/4 (0.183 mi.)	K60	343

Site Code: 58698

Lower Elevation	Address	Direction / Distance	Map ID	Page
AMERICAN BAG AND MET	400-404 & 380 SPENCE	W 1/8 - 1/4 (0.201 mi.)	P69	413

Site Code: 58089

Environmental Remediation sites that have institutional controls in place.

A review of the NY INST CONTROL list, as provided by EDR, and dated 05/17/2016 has revealed that there are 2 NY INST CONTROL sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
432 NORTH FRANKLIN S	432 NORTH FRANKLIN S	SE 1/8 - 1/4 (0.183 mi.)	K60	343

Site Code: 58698

Lower Elevation	Address	Direction / Distance	Map ID	Page
AMERICAN BAG AND MET	400-404 & 380 SPENCE	W 1/8 - 1/4 (0.201 mi.)	P69	413

Site Code: 58089

State and tribal voluntary cleanup sites

NY VCP: Voluntary Cleanup Agreements. The voluntary remedial program uses private monies to get contaminated sites remediated to levels allowing for the sites' productive use. The program covers virtually any kind of site and contamination.

A review of the NY VCP list, as provided by EDR, and dated 05/17/2016 has revealed that there are 2 NY VCP sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
432 NORTH FRANKLIN S	432 NORTH FRANKLIN S	SE 1/8 - 1/4 (0.183 mi.)	K60	343

Site Code: 58891

Lower Elevation	Address	Direction / Distance	Map ID	Page
AMERICAN BAG AND MET	400-404 & 380 SPENCE	W 1/8 - 1/4 (0.201 mi.)	P69	413

Site Code: 58654

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State and tribal Brownfields sites

NY BROWNFIELDS: Brownfields Site List

A review of the NY BROWNFIELDS list, as provided by EDR, and dated 05/17/2016 has revealed that there are 3 NY BROWNFIELDS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
128 SPENCER STREET	128 SPENCER STREET	N 0 - 1/8 (0.119 mi.)	I41	272

Site Code: 504540

Lower Elevation	Address	Direction / Distance	Map ID	Page
432 NORTH FRANKLIN S	432 NORTH FRANKLIN S	SE 1/8 - 1/4 (0.183 mi.)	K60	343

Site Code: 58698

Lower Elevation	Address	Direction / Distance	Map ID	Page
AMERICAN BAG AND MET	400-404 & 380 SPENCE	W 1/8 - 1/4 (0.201 mi.)	P69	413

Site Code: 58089
Site Code: 422266

NY ERP: In an effort to spur the cleanup and redevelopment of brownfields, New Yorkers approved a \$200 million Environmental Restoration or Brownfields Fund as part of the \$1.75 billion Clean Water/Clean Air Bond Act of 1996 (1996 Bond Act). Enhancements to the program were enacted on October 7, 2003. 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. Once remediated, the property may then be reused for commercial, industrial, residential or public use.

A review of the NY ERP list, as provided by EDR, and dated 05/17/2016 has revealed that there is 1 NY ERP site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
OTISCA BUILDING	900 NORTH MCBRIDE ST	E 1/4 - 1/2 (0.464 mi.)	W97	544

Site Code: 375836

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Registered Storage Tanks

NY HIST UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle 1 of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Environmental Conservation's Petroleum Bulk Storage (PBS) Database.

A review of the NY HIST UST list, as provided by EDR, and dated 01/01/2002 has revealed that there are 7 NY HIST UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MCK BUILDING ASSOCIA	221 W. DIVISION ST	NNE 0 - 1/8 (0.043 mi.)	D15	138

Facility Status: 2

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PBS Number: 7-600224 Tank Status: 3					
EXPRESSWAY PROPRIETARY	102 N. DIVISION ST	NE 0 - 1/8 (0.102 mi.)	G33	232	
Facility Status: 2 PBS Number: 7-600810 Tank Status: 3					
ESSELTE BOORUM	128 SPENCER STREET	N 0 - 1/8 (0.119 mi.)	I40	264	
Facility Status: 2 PBS Number: 7-430420 Tank Status: 3					
DESTINY ARMS	800 NORTH CLINTON ST	N 1/8 - 1/4 (0.158 mi.)	I50	292	
Facility Status: 2 PBS Number: 7-600319 Tank Status: 3					
FULTON STREET SERVICE	311 GENANT DRIVE	ESE 1/8 - 1/4 (0.158 mi.)	L52	304	
Facility Status: 2 PBS Number: 7-429937 Tank Status: 3					
ALLEN TOOL CORPORATION	308 MALTBIE STREET	WSW 1/8 - 1/4 (0.225 mi.)	R74	434	
Facility Status: 2 PBS Number: 7-514756 Tank Status: 6					
Lower Elevation	Address	Direction / Distance	Map ID	Page	
SYRACUSE SCALE CO.,	158 SOLAR ST	W 0 - 1/8 (0.001 mi.)	A2	92	
Facility Status: 2 PBS Number: 7-800407 Tank Status: 3					

Records of Emergency Release Reports

NY Spills: Data collected on spills reported to NYSDEC, is required by one or more of the following: Article 12 of the Navigation Law, 6 NYCRR Section 613.8 (from PBS regs), or 6 NYCRR Section 595.2 (from CBS regs). It includes spills active as of April 1, 1986, as well as spills occurring since this date.

A review of the NY Spills list, as provided by EDR, and dated 05/17/2016 has revealed that there are 17 NY Spills sites within approximately 0.125 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BORDEN PROPERTY Spill Number/Closed Date: 9707031 / 2004-05-04 spilino: 9707031 Site ID: 266838	1 GAILBORDEN DRIVE	S 0 - 1/8 (0.002 mi.)	A3	96
KING LAB Spill Number/Closed Date: 8801235 / 1998-05-10 spilino: 8801235 Site ID: 234918	KING LABORATORY	SSW 0 - 1/8 (0.005 mi.)	A6	109
ARCO TERMINAL	OIL CITY, SOLAR STRE	SSW 0 - 1/8 (0.008 mi.)	A7	110

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Spill Number/Closed Date: 8001312 / 1985-01-01 spilino: 7900226 / 1980-02-11 spilino: 8001312 Site ID: 296573 Site ID: 157875					
DUPLY ENVELOPE & GRA	DUPLY PARK DR	S 0 - 1/8 (0.028 mi.)	C10	116	
Spill Number/Closed Date: 0202793 / 2002-06-17 spilino: 0202793 Site ID: 137711					
689 NORTH CLINTON ST	689 NORTH CLINTON ST	ENE 0 - 1/8 (0.030 mi.)	13	136	
Spill Number/Closed Date: 0004191 / 2000-08-15 spilino: 0004191 Site ID: 248537					
ROTONDO WAREHOUSE	212 WEST DIVISION ST	NNE 0 - 1/8 (0.053 mi.)	D18	192	
Spill Number/Closed Date: 0904040 / 2009-07-29 Spill Number/Closed Date: 0902302 / 2009-08-06 spilino: 0902302 spilino: 0904040 Site ID: 414339 Site ID: 416181					
ROTONDO WAREHOUSE	212 W. DIVISION ST	NNE 0 - 1/8 (0.053 mi.)	D20	197	
Spill Number/Closed Date: 0650792 / 2007-07-20 spilino: 0650792 Site ID: 368764					
SPILL NUMBER 9706457	22 DIVISION ST/N CLI	NE 0 - 1/8 (0.070 mi.)	G23	204	
Spill Number/Closed Date: 9706457 / 1997-10-31 spilino: 9706457 Site ID: 322558					
WEST DIVISION	102 WEST DIVISION ST	NE 0 - 1/8 (0.102 mi.)	G32	230	
Spill Number/Closed Date: 0104647 / 2003-10-31 spilino: 0104647 Site ID: 291628					
VACANT INDUSTRIAL PR	128 SPENCER ST	N 0 - 1/8 (0.119 mi.)	I37	239	
Spill Number/Closed Date: 0512268 / 2006-05-23 Spill Number/Closed Date: 8601425 / 1986-05-30 spilino: 0512268 spilino: 8601425 Site ID: 355472 Site ID: 164378					
TELEPHONE POLE	GENANT DRIVE/AT NORT	SE 0 - 1/8 (0.122 mi.)	H44	278	
Spill Number/Closed Date: 0603681 / 2008-05-16 spilino: 0603681 Site ID: 366448					
Lower Elevation	Address	Direction / Distance	Map ID	Page	
SAFETY KLEEN OIL	DUKE DRIVE	NW 0 - 1/8 (0.086 mi.)	F28	217	
Spill Number/Closed Date: 9205755 / 1992-08-20 Spill Number/Closed Date: 9202384 / 1992-05-28 Spill Number/Closed Date: 9201391 / 1992-05-05 Spill Number/Closed Date: 9008906 / 1990-11-14					

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Spill Number/Closed Date: 9003388 / 1990-07-09 spilino: 9003388 spilino: 9003906 spilino: 9201391 spilino: 9202384 spilino: 9205755 Site ID: 122622 Site ID: 122623 Site ID: 122625 Site ID: 319408 Site ID: 122626					
TERPENING	SOLAR STREET	NW 0 - 1/8 (0.090 mi.)	F30	224	
Spill Number/Closed Date: 9607702 / 1996-09-24 spilino: 9607702 Site ID: 237974					
400 WEST DIVISION ST	400 WEST DIVISION ST	WSW 0 - 1/8 (0.103 mi.)	34	235	
Spill Number/Closed Date: 1504188 / Not Reported spilino: 1504188 Site ID: 510521					
POLE #36	SPENCER ST	NW 0 - 1/8 (0.105 mi.)	F35	236	
Spill Number/Closed Date: 0103977 / 2001-12-19 spilino: 0103977 Site ID: 246469					
APA TRUCKING	330 SPENCER STREET	WNW 0 - 1/8 (0.119 mi.)	J43	276	
Spill Number/Closed Date: 0105347 / 2001-08-21 spilino: 0105347 Site ID: 328912					
BRADCO SUPPLY CORP.	345 SPENCER ST	WNW 0 - 1/8 (0.123 mi.)	J45	279	
Spill Number/Closed Date: 9113263 / 1992-10-05 spilino: 9113263 Site ID: 127962					

Other Ascertainable Records

RCRA NonGen / NLR: RCRAInfo 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. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 12/09/2015 has revealed that there are 27 RCRA NonGen / NLR sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
KING LABORATORIES IN	127 SOLAR ST	SSW 0 - 1/8 (0.005 mi.)	A3	98
AMERICAN ADVANCED OR	1 DUPLY PARK DR	S 0 - 1/8 (0.053 mi.)	C17	164
ROTONDO WAREHOUSE	212 W DIVISION ST	NNE 0 - 1/8 (0.053 mi.)	D19	194
FRANKLIN PROPERTIES	101 SOLAR ST	S 0 - 1/8 (0.059 mi.)	E21	199
NIAGARA MOHAWK A NAT	W DIVISION ST & N CL	NE 0 - 1/8 (0.071 mi.)	D24	205
FRANKLIN CENTER RENO	455 N FRANKLIN ST	SE 0 - 1/8 (0.081 mi.)	H26	208
DYNAMIC PAK	102 W DIVISION ST	NE 0 - 1/8 (0.102 mi.)	G31	227
ESSELTE PENDAFLEX CO	128 SPENCER ST	N 0 - 1/8 (0.119 mi.)	I38	241

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Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BOORUM & PEASE	128 SPENCER ST	N 0 - 1/8 (0.119 mi.)	I39	247
NYS DOT BIN 1031580	181 UNDER SPENCER S	NNE 1/8 - 1/4 (0.128 mi.)	I46	285
NIAGARA MOHAWK A NAT	431 GENANT ST	ENE 1/8 - 1/4 (0.134 mi.)	47	288
NIAGARA MOHAWK - FUL	311 GENANT DR	ESE 1/8 - 1/4 (0.158 mi.)	L51	296
TRIAD TECHNOLOGIES	105 SPENCER ST	NNE 1/8 - 1/4 (0.186 mi.)	N62	362
FRANKLIN SQUARE ASSO	429N FRANKLIN ST	SSE 1/8 - 1/4 (0.192 mi.)	64	396
NYSDEC - ANDYS CYCLE	921 N STATE ST	ENE 1/8 - 1/4 (0.194 mi.)	65	399
STORMS PLATING INC	1129 N STATE ST	NNE 1/8 - 1/4 (0.221 mi.)	N73	431
PIONEER MALTBIE CO	308 MALTBIE ST	WSW 1/8 - 1/4 (0.225 mi.)	R75	437
NYS DOT BIN 1031570	181 UNDER BUTTERNUT	ESE 1/8 - 1/4 (0.227 mi.)	S76	441
NYS DOT BIN 1031570	BUTTERNUT ST OVER I-	ESE 1/8 - 1/4 (0.227 mi.)	S77	444
ONONDAGA COUNTY SEWA	1 MALTBIE ST	SW 1/8 - 1/4 (0.241 mi.)	80	468
Lower Elevation	Address	Direction / Distance	Map ID	Page
SYRACUSE LITHOGRAPHI	163 SOLAR ST	W 0 - 1/8 (0.028 mi.)	B11	117
D AND J TRANS SPEC	107 7TH N	NW 0 - 1/8 (0.064 mi.)	F22	200
NIAGARA MOHAWK A NAT	SPENCER ST & SOLAR S	NW 0 - 1/8 (0.089 mi.)	F29	223
O M EDWARDS CO INC	501 PLUM ST	SSW 1/8 - 1/4 (0.162 mi.)	M56	312
PLANT #2 ASSOCIATES	500 PLUM ST	SSW 1/8 - 1/4 (0.165 mi.)	M58	329
NIAGARA MOHAWK A NAT	SOLAR ST & COURT ST	NW 1/8 - 1/4 (0.219 mi.)	G70	423
NIAGARA MOHAWK A NAT	SPENCER ST & MALTBIE	W 1/8 - 1/4 (0.236 mi.)	P79	467

ROD: Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid the cleanup.

A review of the ROD list, as provided by EDR, and dated 11/25/2013 has revealed that there is 1 ROD site within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ONONDAGA LAKE	POSTAL ADDRESS IS UN	W 1/8 - 1/4 (0.180 mi.)	0	9

NY HSWDS: The List includes any known or suspected hazardous substance waste disposal sites. Also included are sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites and non-registry sites that U.S. EPA Preliminary Assessment (PA) reports or Site Investigation (SI) reports were prepared. Hazardous Substance Waste Disposal Sites are eligible to be Superfund sites now that the New York State Superfund has been refinanced and changed. This means that the study inventory has served its purpose and will no longer be maintained as a separate entity. The latest version of the study is frozen in time. The sites on the study will not automatically be made superfund sites, rather each site will be further evaluated for listing in the registry. So overtime they will be added to the registry or not.

A review of the NY HSWDS list, as provided by EDR, and dated 01/01/2003 has revealed that there is 1 NY HSWDS site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
NIMO, SYRACUSE (ERIE)	300 ERIE BLVD	SSE 1/4 - 1/2 (0.480 mi.)	X100	546

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NY MANIFEST: Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

A review of the NY MANIFEST list, as provided by EDR, and dated 05/01/2016 has revealed that there are 26 NY MANIFEST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
KING LABORATORIES IN EPA ID: NYD002236784	127 SOLAR ST	SSW 0 - 1/8 (0.005 mi.)	A5	98
DUPLI ENVELOPE & GRA EPA ID: NYD002234565	1 DUPLI PARK DRIVE	S 0 - 1/8 (0.053 mi.)	C16	143
AMERICAN ADVANCED OR EPA ID: NYR000059402	1 DUPLI PARK DR	S 0 - 1/8 (0.053 mi.)	C17	164
ROTONDO WAREHOUSE EPA ID: NYD982531980	212 W DIVISION ST	NNE 0 - 1/8 (0.053 mi.)	D19	194
FRANKLIN CENTER RENO EPA ID: NYR000108548	455 N FRANKLIN ST	SE 0 - 1/8 (0.081 mi.)	H26	208
DYNAMIC PAK EPA ID: NYR000098707	102 W DIVISION ST	NE 0 - 1/8 (0.102 mi.)	G31	227
ESSELTE PENDAFLEX CO EPA ID: NYD012498044	128 SPENCER ST	N 0 - 1/8 (0.119 mi.)	I38	241
BOORUM & PEASE EPA ID: NYD000339309	128 SPENCER ST	N 0 - 1/8 (0.119 mi.)	I39	247
NYSDOT BIN 1031580 EPA ID: NYD987027422	1 81 UNDER SPENCER S	NNE 1/8 - 1/4 (0.128 mi.)	I46	285
NIAGARA MOHAWK - FUL EPA ID: NYD980788285	311 GENANT DR	ESE 1/8 - 1/4 (0.158 mi.)	L51	296
NATIONAL GRID ASH ST EPA ID: NYD980782254	GENANT DR	E 1/8 - 1/4 (0.172 mi.)	59	333
TRIAD TECHNOLOGIES EPA ID: NY000236430	105 SPENCER ST	NNE 1/8 - 1/4 (0.186 mi.)	N62	362
GREIF BROS. CORPORAT EPA ID: NYD043824697	105 SPENCER ST	NNE 1/8 - 1/4 (0.186 mi.)	N63	382
FRANKLIN SQUARE ASSO EPA ID: NYD986903896	429N FRANKLIN ST	SSE 1/8 - 1/4 (0.192 mi.)	64	396
NYSDDEC - ANDYS CYCLE EPA ID: NYP000967000	921 N STATE ST	ENE 1/8 - 1/4 (0.194 mi.)	65	399
STORMS PLATING INC EPA ID: NYD002247799	1129 N STATE ST	NNE 1/8 - 1/4 (0.221 mi.)	N73	431
PIONEER MALTBIE CO EPA ID: NYD986933786	308 MALTBIE ST	WSW 1/8 - 1/4 (0.225 mi.)	R75	437
NYSDOT BIN 1031570 EPA ID: NYD987027414	1 81 UNDER BUTTERNUT	ESE 1/8 - 1/4 (0.227 mi.)	S76	441
NYSDOT BIN 1031570 EPA ID: NYD002247799	BUTTERNUT ST OVER I-	ESE 1/8 - 1/4 (0.227 mi.)	S77	444
ONONDAGA COUNTY SEWA EPA ID: NYD987040268	1 MALTBIE ST	SW 1/8 - 1/4 (0.241 mi.)	80	468
Lower Elevation	Address	Direction / Distance	Map ID	Page
	SYRACUSE LITHOGRAPHI	163 SOLAR ST	W 0 - 1/8 (0.028 mi.)	B11 117

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EPA ID: NYD986900819	107 7TH N	NW 0 - 1/8 (0.064 mi.)	F22	200
D AND J TRANS SPEC EPA ID: NYD088658646				
O M EDWARDS CO INC EPA ID: NYD002227726	501 PLUM ST	SSW 1/8 - 1/4 (0.162 mi.)	M56	312
PLANT #2 ASSOCIATES EPA ID: NYD982534968	500 PLUM ST	SSW 1/8 - 1/4 (0.165 mi.)	M58	329
NIAGARA MOHAWK POWER EPA ID: NYP000971952	SOLAR ST & KIRKPATRI	NW 1/8 - 1/4 (0.220 mi.)	Q71	424
S&W REDEVELOPMENT, L EPA ID: NYR000132209	SPENCE ST	W 1/8 - 1/4 (0.232 mi.)	F78	447

PA MANIFEST: Hazardous waste manifest information.

A review of the PA MANIFEST list, as provided by EDR, and dated 05/01/2016 has revealed that there are 2 PA MANIFEST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
460 NORTH FRANKLIN S Generator EPA ID: NYR000195909	438 NORTH FRANKLIN S	SE 1/8 - 1/4 (0.164 mi.)	K57	326
TRIAD TECHNOLOGY Generator EPA ID: NY0000236430	105 SPENCER ST	NNE 1/8 - 1/4 (0.186 mi.)	N61	352

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used waste oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oil waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

A review of the EDR MGP list, as provided by EDR, has revealed that there are 2 EDR MGP sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
NIMO - SYRACUSE - ER	300 ERIC BLVD WEST	SSE 1/4 - 1/2 (0.480 mi.)	X99	546
Lower Elevation	Address	Direction / Distance	Map ID	Page
NIMO - SYRACUSE - HI	HIAWATHA BLVD / METR	WNW 1/2 - 1 (0.982 mi.)	111	730

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EDR Hist Auto: EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR Hist Auto list, as provided by EDR, has revealed that there are 2 EDR Hist Auto sites within approximately 0.125 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
Not reported	115 SOLAR ST	SSW 0 - 1/8 (0.013 mi.)	C9	116
Not reported	232 W DIVISION ST	NNE 0 - 1/8 (0.030 mi.)	D12	135

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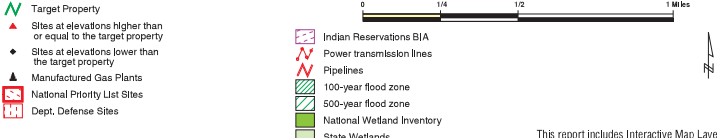
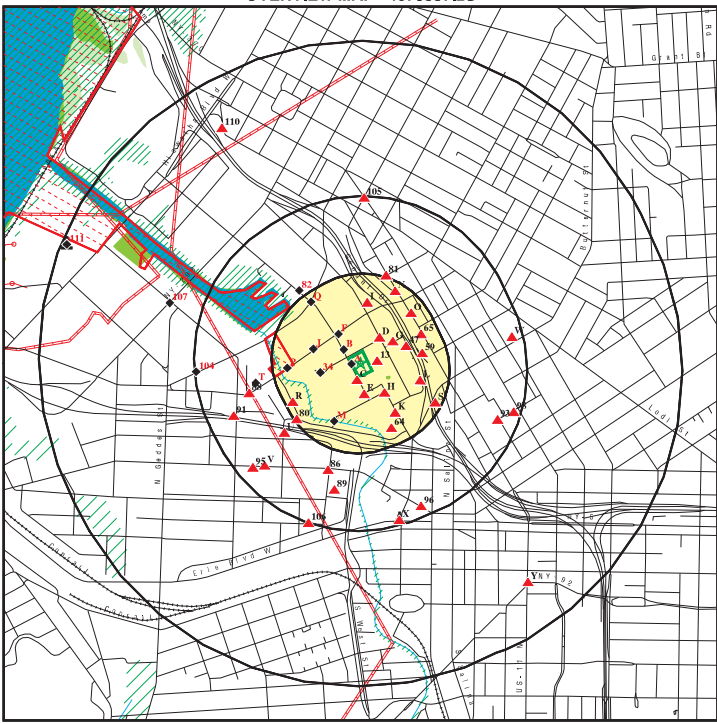
EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 9 records.

Site Name	Database(s)
ROTONDO WAREHOUSE	NY SHWS, NY HSWDS
SIDA PROPERTIES	NY SHWS
NIAGARA MOHAWK NM HQ	SEMS-ARCHIVE
FORM. DUPLI GRAPHICS FACILITY(400	NY VCP, NY BROWNFIELDS
W.JEFFERSON ST. ROADWAY&ROW(400 OF	NY VCP, NY BROWNFIELDS
CED ENTERPRISES	NY LTANKS
SPILL NUMBER 9513634	NY LTANKS
CORNER OF ERIE BLVD. & PEAT STREET	NY VCP
PROPOSED DYNAMIC DOUGHNUTS OF SYRA	NY VCP

TC4679337.2s EXECUTIVE SUMMARY 26

OVERVIEW MAP - 4679337.2S



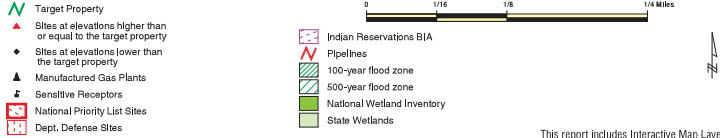
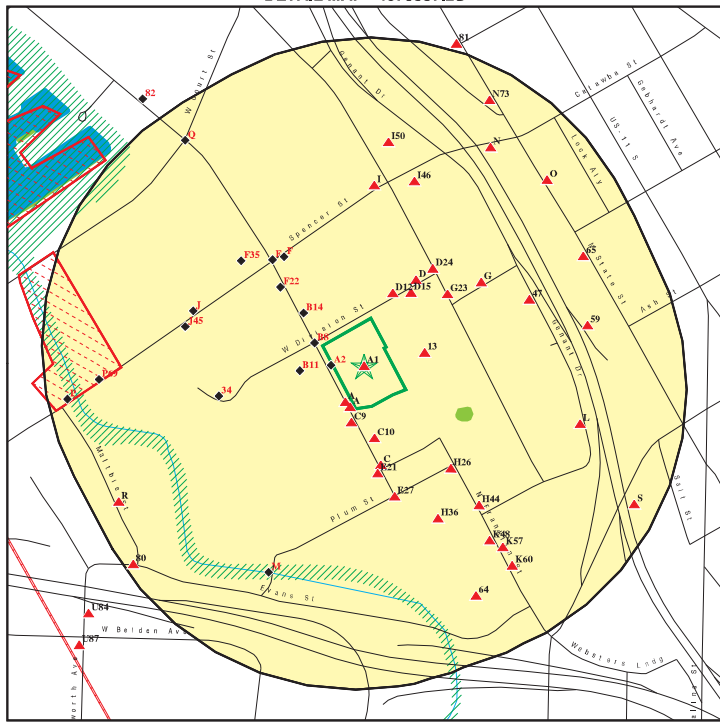
This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Syracuse Scale
 ADDRESS: 156 Solar Street
 Syracuse NY 13204
 LAT/LONG: 43.058264 / 76.158069

CLIENT: Plumley Engineering
 CONTACT: Jesse Plumley
 INQUIRY #: 4679337.2s
 DATE: July 20, 2016 4:39 pm

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DETAIL MAP - 4679337.2S



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Syracuse Scale
 ADDRESS: 156 Solar Street
 Syracuse NY 13204
 LAT/LONG: 43.058264 / 76.158069

CLIENT: Plumley Engineering
 CONTACT: Jesse Plumley
 INQUIRY #: 4679337.2s
 DATE: July 20, 2016 4:41 pm

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL	1,000		0	1	0	0	NR	1
Proposed NPL	1,000		0	0	0	0	NR	0
NPL LIENS	TP		NR	NR	NR	NR	NR	0
Federal Delisted NPL site list								
Delisted NPL	1,000		0	0	0	0	NR	0
Federal CERCLIS list								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	1	1	NR	NR	2
Federal CERCLIS NFRAP site list								
SEMS-ARCHIVE	0.500		1	0	0	NR	NR	1
Federal RCRA CORRACTS facilities list								
CORRACTS	1,000		0	0	2	2	NR	4
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	1	NR	NR	1
Federal RCRA generators list								
RCRA-LOG	0.250		2	2	NR	NR	NR	4
RCRA-SQG	0.250		0	1	NR	NR	NR	1
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	1	0	NR	NR	1
US INST CONTROL	0.500		0	1	0	NR	NR	1
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
State- and tribal - equivalent CERCLIS								
NY SHWS	1,000		0	1	1	4	NR	6
NY VAPOR REOPENED	1,000		0	0	0	1	NR	1
State and tribal landfill and/or solid waste disposal site lists								
NY SWFLF	0.500		0	1	2	NR	NR	3
State and tribal leaking storage tank lists								
INDIAN LUST	0.500		0	0	0	NR	NR	0
NY LTANKS	0.500	1	8	2	17	NR	NR	28
NY HIST LTANKS	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
State and tribal registered storage tank lists								
FEMA UST	0.250		0	0	NR	NR	NR	0
NY UST	0.250		6	6	NR	NR	NR	12
NY CBS UST	0.250		0	0	NR	NR	NR	0
NY MOSF UST	0.500		0	0	0	NR	NR	0
NY MOSF	0.500		0	0	1	NR	NR	1
NY CBS	0.250		2	0	NR	NR	NR	2
NY AST	0.250		1	1	NR	NR	NR	2
NY CBS AST	0.250		2	0	NR	NR	NR	2
NY MOSF AST	0.500		0	0	0	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
NY TANKS	0.250		0	1	NR	NR	NR	1
State and tribal institutional control / engineering control registries								
NY RES DECL	0.125		0	NR	NR	NR	NR	0
NY ENG CONTROLS	0.500		0	2	0	NR	NR	2
NY INST CONTROL	0.500		0	2	0	NR	NR	2
State and tribal voluntary cleanup sites								
NY VCP	0.500		0	2	0	NR	NR	2
INDIAN VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
NY BROWNFIELDS	0.500		1	2	0	NR	NR	3
NY ERP	0.500		0	0	1	NR	NR	1
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
NY SWRCY	0.500		0	0	0	NR	NR	0
NY SWTIRE	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
NY DEL SHWS	1,000		0	0	0	0	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
Local Lists of Registered Storage Tanks								
NY HIST UST	0.250		4	3	NR	NR	NR	7
NY HIST AST	TP		NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
Local Land Records								
NY LIENS	TP		NR	NR	NR	NR	NR	0
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
NY Spills	0.125		17	NR	NR	NR	NR	17
NY Hist Spills	0.125		0	NR	NR	NR	NR	0
NY SPILLS 90	0.125		0	NR	NR	NR	NR	0
NY SPILLS 80	0.125		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		12	15	NR	NR	NR	27
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	1	0	0	NR	1
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	0	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
LXO	1.000		0	0	0	0	NR	0
NY AIRS	TP		NR	NR	NR	NR	NR	0
NY COAL ASH	0.500		0	0	0	NR	NR	0
NY DRYCLEANERS	0.250		0	0	NR	NR	NR	0
NY E DESIGNATION	0.125		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted	
NY Financial Assurance	TP		NR	NR	NR	NR	NR	0	
NY HSWDS	0.500		0	0	1	NR	NR	1	
PA MANIFEST	0.250		10	16	NR	NR	NR	26	
NY SPDES	TP		0	2	NR	NR	NR	2	
NY UIC	TP		NR	NR	NR	NR	NR	0	
ECHO	TP		NR	NR	NR	NR	NR	0	
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0	
EDR HIGH RISK HISTORICAL RECORDS									
EDR Exclusive Records									
EDR MGP	1.000		0	0	1	1	NR	2	
EDR Hist Auto	0.125		2	NR	NR	NR	NR	2	
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0	
EDR RECOVERED GOVERNMENT ARCHIVES									
Exclusive Recovered Govt. Archives									
NY RGA HWS	TP		NR	NR	NR	NR	NR	0	
NY RGA LF	TP		NR	NR	NR	NR	NR	0	
- Totals --			1	68	64	28	8	0	169

NOTES:
 TP = Target Property
 NR = Not Requested at this Search Distance
 Sites may be listed in more than one database

Map ID: _____
 Direction: _____
 Distance: _____
 Elevation: _____
 Site: _____
 Database(s): _____
 EDR ID Number: _____
 EPA ID Number: _____

A1 SYRACUSE SCALE
Target 156 SOLAR STREET
Property SYRACUSE, NY

NY LTANKS S102233946
 N/A

Site 1 of 7 in cluster A

Actual: 378 ft.

LTANKS:
 Site ID: 211790
 Spill Number/Closed Date: 9511787 / 1996-12-31
 Spill Date: 1995-12-18
 Spill Cause: Tank Failure
 Spill Source: Institutional, Educational, Gov., Other
 Spill Class: Known release with minimal potential for fire or hazard, DEC Response.
 Willing Responsible Party. Corrective action taken.

Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1995-12-18
 CID: 205
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1995-12-18
 Spill Record Last Update: 1997-11-28
 Spiller Name: STAN BOCK
 Spiller Company: SYRACUSE SCALE
 Spiller Address: 156 SOLAR STREET
 Spiller City, St, Zip: SYRACUSE, ZZ
 Spiller County: 001
 Spiller Contact: STAN BOCK
 Spiller Phone: (800) 724-0174
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 175509
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM *
 Remarks: *Removal of old tank found contaminated soil and ground water.*

Material:
 Site ID: 211790
 Operable Unit ID: 1025996
 Operable Unit: 01
 Material ID: 359112
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: 00
 Resource Affected: Not reported
 Oxygenate: Not reported

Map ID: _____
 Direction: _____
 Distance: _____
 Elevation: _____
 Site: _____
 Database(s): _____
 EDR ID Number: _____
 EPA ID Number: _____

SYRACUSE SCALE (Continued) S102233946

Tank Test

NPL Region West 1/8-1/4 952 ft.

ONONDAGA LAKE
 POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE
 SYRACUSE, NY 13209

NPL 1000481580
 SEMS NYD986913580
 US ENG CONTROLS
 US INST CONTROL
 NY Spills
 ROD
 PRP

NPL:
 EPA ID: NYD986913580
 Cerclis ID: 203382
 EPA Region: 2
 Federal: N
 Final Date: 1994-12-16 00:00:00
 Site Score: 50
 Latitude: 43.06944
 Longitude: -76.20805

Site Details:
 Site Name: ONONDAGA LAKE
 Site Status: Final
 Site Zip: 13209
 Site City: SYRACUSE
 Site State: NY
 Federal Site: No
 Site County: ONONDAGA
 EPA Region: 02
 Date Proposed: 05/10/93
 Date Deleted: Not reported
 Date Finalized: 12/16/94

Substance Details:
 NPL Status: Currently on the Final NPL
 Substance ID: Not reported
 Substance: Not reported
 CAS #: Not reported
 Pathway: Not reported
 Scoring: Not reported

NPL Status: Currently on the Final NPL
 Substance ID: A038
 Substance: NICKEL AND COMPOUNDS
 CAS #: Not reported
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: C013
 Substance: ANTHRACENE
 CAS #: 120-12-7
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

ONONDAGA LAKE (Continued)

1000481580

NPL Status: Currently on the Final NPL
 Substance ID: C118
 Substance: COPPER AND COMPOUNDS
 CAS #: Not reported
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: C247
 Substance: ZINC AND COMPOUNDS
 CAS #: Not reported
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: C332
 Substance: PHENANTHRENE
 CAS #: 85-01-9
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: C431
 Substance: FLUORENE
 CAS #: 86-73-7
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: C460
 Substance: MERCURY
 CAS #: 7439-97-6
 Pathway: SURFACE WATER PATHWAY
 Scoring: 4

NPL Status: Currently on the Final NPL
 Substance ID: D004
 Substance: ARSENIC
 CAS #: 7440-38-2
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: D006
 Substance: CADMIUM (CD)
 CAS #: 7440-43-9
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: D007
 Substance: CHROMIUM
 CAS #: 7440-47-3
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL

ONONDAGA LAKE (Continued)

1000481580

Substance ID: D008
 Substance: LEAD (PB)
 CAS #: 7439-92-1
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: U013
 Substance: ASBESTOS
 CAS #: 1332-21-4
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: U019
 Substance: BENZENE
 CAS #: 71-43-2
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: U052
 Substance: CRESOLS
 CAS #: 1319-77-3
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: U165
 Substance: NAPHTHALENE
 CAS #: 91-20-3
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: U196
 Substance: PYRIDINE
 CAS #: 110-86-1
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: U220
 Substance: TOLUENE
 CAS #: 108-88-3
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: U239
 Substance: XYLENE
 CAS #: 1330-20-7
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

NPL Status: Currently on the Final NPL
 Substance ID: Z009

ONONDAGA LAKE (Continued)

1000481580

Substance: ISOPROPYLBENZENE
 CAS #: 98-82-8
 Pathway: NO PATHWAY INDICATED
 Scoring: 1

Summary Details:

Conditions at Proposal May 10, 1993: The Onondaga Lake site is located in the City of Syracuse and in the Towns of Salina, Geddes, and Camillus, Onondaga County, New York. Onondaga Lake is approximately 4.5 miles long and averages 1 mile in width. Seven major tributaries flow into the lake; water exits the lake via a barge canal at its northwest end and flows into the Seneca River. The land immediately adjacent to the lake consists primarily of industrial properties and county parks. The site is composed of the lake itself, its tributaries and the upland hazardous waste sites which have contributed or are contributing contamination to the lake sub-sites). A ban was placed on public fishing from the lake in 1970 due to high concentrations of mercury in several species of fish. The lake was re-opened to fishing in 1988 on a catch and release basis only. Population and industrial growth in the areas surrounding Onondaga Lake has resulted in extensive biological, chemical, and physical degradation of its waters. In addition to mercury contamination in the lake, analyses of sediment samples detected barium, cadmium, chromium, cobalt, lead, ben ene, chlorobenzene, total xylenes, various polycyclic aromatic hydrocarbons, pesticides, and PCBs. Historical information indicates that the lake received surface water discharges from various industrial processes and municipal waste water treatment plants. Initially, the Environmental Protection Agency (EPA) has evaluated only operations of Allied Signal, Inc. (AS) and/or its predecessors, and Linden Chemicals and Plastics, Inc. (LCP), now owned by the Hanlin Group. EPA is attempting to identify additional potentially responsible parties. The AS facilities manufactured numerous organic and inorganic chemicals. AS's Willis Avenue plant and LCP's Bridge Street plant located west of the Main Plant complex, used a mercury cell process to produce chlorine, sodium hydroxide, and potassium hydroxide. Each plant discharged aqueous waste streams containing mercury as part of normal operations. Other waste sources include AS's Solvay Waste Beds containing by-products generated from soda ash production and Semet Residue Ponds containing wastes generated from acid washing of light oil. Several consent orders have been signed in recent years between AS and the New York State Department of Environmental Conservation (NYSDEC) related to the Solvay Waste Beds, the Semet Residue Ponds and ground-water contamination at the location of the Willis Avenue Plant. In early 1992, AS and the NYSDEC signed a consent decree to perform a Remedial Investigation/Feasibility Study (RI/FS) to determine the type and extent of contamination at Onondaga Lake and to identify alternatives for remedial action. NYSDEC has also filed an action against the Hanlin Group under Subtitle C of the Resource Conservation and Recovery Act (RCRA). The Hanlin Group commenced bankruptcy proceedings on July 10, 1991. Status December 1994: Presently, AS is performing the Onondaga Lake RI/FS and RI/FSs for the Solvay Waste Beds, Semet Residue Ponds, and Willis Avenue Plant. EPA has entered into a cooperative agreement with NYSDEC to provide funds so that NYSDEC can coordinate, manage, and oversee the ongoing work at the subsites and prepare a comprehensive RI/FS for the Onondaga Lake NPL site. NYSDEC, together with EPA, has started mailing information request letters to companies located in the Onondaga Lake watershed in an attempt to identify other potentially responsible parties. The description of the site release(s) is based on information available at the time the site was scored. The description may change as additional information is gathered on the sources and extent of contamination. See 56 FR 5600, February 11, 1991, or subsequent FR notices.)

ONONDAGA LAKE (Continued)

1000481580

Site Status Details:
 NPL Status: Final
 Proposed Date: 05/10/1993
 Final Date: 12/16/1994
 Deleted Date: Not reported

Narratives Details:

NPL Name: ONONDAGA LAKE
 City: SYRACUSE
 State: NY

SEMS:

Site ID: 203382
 EPA ID: NYD986913580
 Federal Facility: N
 NPL: Currently on the Final NPL
 Non NPL Status: Not reported

Following information was gathered from the prior CERCLIS update completed in 10/2013:

Site ID: 0203392
 EPA ID: NYD986913580
 Facility County: ONONDAGA
 Short Name: ONONDAGA LAKE
 Congressional District: 24
 IFMS ID: 0240
 SMSA Number: 8160
 USGC Hydro Unit: 04140201
 Federal Facility: Not a Federal Facility
 DMNSN Number: 0.00000
 Site Orphan Flag: N
 RCRA ID: Not reported
 USGS Quadrangle: Not reported
 Site Init By Prog: Not reported
 NFRAP Flag: Not reported
 Parent ID: Not reported
 RST Code: Not reported
 EPA Region: 02
 Classification: Chemical Plant
 Site Settings Code: SU
 NPL Status: Currently on the Final NPL
 DMNSN Unit Code: Not reported
 RBRAC Code: Not reported
 RResp Fed Agency Code: Not reported
 Non NPL Status: Not reported
 Non NPL Status Date: / /
 Site Flps Code: 36067
 CC Concurrence Date: / /
 CC Concurrence FY: Not reported
 Alias EPA ID: Not reported
 Site FUDS Flag: Not reported

CERCLIS Site Contact Name(s):

Contact ID: 2000135.00000
 Contact Name: ROBERT NUNES

ONONDAGA LAKE (Continued) 1000481580

Contact Tel: (212) 637-4254
 Contact Title: Remedial Project Manager (RPM)
 Contact Email: Not reported

Contact ID: 2000088.00000
 Contact Name: MARK GRANGER
 Contact Tel: (212) 637-3351
 Contact Title: Remedial Project Manager (RPM)
 Contact Email: Not reported

Contact ID: 13002162.00000
 Contact Name: PAM TAMES
 Contact Tel: (212) 637-4255
 Contact Title: Remedial Project Manager (RPM)
 Contact Email: Not reported

Contact ID: 13004243.00000
 Contact Name: PATRICIA PIERRE
 Contact Tel: (212) 637-3865
 Contact Title: Remedial Project Manager (RPM)
 Contact Email: Not reported

CERCLIS Site Alias Name(s):
 Alias ID: 101
 Alias Name: CRUCIBLE INC/BEHIND VAL'S DODGE (NYD980530075)
 Alias Address: Not reported
 NY

Alias ID: 102
 Alias Name: CRUCIBLE INC/DORING PROPERTY (NYD980530067)
 Alias Address: Not reported
 NY

Alias ID: 103
 Alias Name: ONONDAGA LAKE
 Alias Address: ONONDAGA LAKE SYRACUSE, NY 13209

Alias ID: 104
 Alias Name: ONONDAGA LAKE
 Alias Address: Not reported
 SYRACUSE, NY 13209

Alias Comments:
 Site Description: In 1994, Onondaga Lake, its tributaries and the upland hazardous substance sites which were found to be releasing or threatening to release contamination to the Lake was added to the EPA's Superfund National Priorities List (NPL). The Semet Residue Ponds Site is contributing such contamination and, therefore, is considered a "Sub-Site" of the Onondaga Lake NPL site. The Semet Residue Ponds/Onondaga Lake (the Site) is approximately 40 acres, located in the Village of Solway Onondaga County, New York, and is situated in an industrial area approximately 400 feet from the southern shore of Onondaga Lake. The Site is bordered on the west and south by materials manufacturing company, on the south by railroad tracks and an industrial complex, on the north by Interstate Route 690, and on the east by the former Willis Avenue Facility. The Site also includes a 12-acre brushy cleared area also known as the "Brushy Cleared Area". The property is presently zoned industrial. The current land use in the immediate vicinity of the Site is industrial. Based on a number of factors, including the reported history of land use in the area of the Site since the early 1900's, the existing zoning for the Site property, and subsequent communications between the New York State Department of Environmental

ONONDAGA LAKE (Continued) 1000481580

Conservation (NYSDEC) and the Zoning Board Chairman for the Village of Solway, NYSDEC determined that the reasonably-anticipated future use for the Site is industrial. Currently, the on-Site aquifers are not used for drinking water. Residents located in the vicinity of the Site use the public water supply provided by Onondaga County. Groundwater near the Site will not be used as a source of potable water under future-use scenarios. The Site, which is enclosed by a 6-foot high fence that was installed in 1970 to limit access, includes a triangular-shaped area that has five irregularly-shaped ponds used from 1917 to 1970 as depositories for waste material and two small areas bordering the southern and western portions of the Site that were built to contain leakage from the ponds. The Ponds cover approximately 11 acres, have an estimated average depth of 5 feet, and are estimated to contain approximately 20 million gallons of waste material, including a separate aqueous phase. Based on monitoring well data there is a plume of contaminated groundwater that originates at the Site and migrates toward Onondaga Lake and Tributary 5A. Tributary 5A is a small drainage way which flows south of the Site near the railroad tracks, then flows north to Onondaga Lake on the western side of the Site. Tributary 5A is being evaluated as part of the Remedial Investigation/Feasibility Study (RI/FS) for the former Willis Avenue Facility, which is also a Sub-Site of the Onondaga Lake NPL site. Impacts within Onondaga Lake from the Semet Residue Ponds will be addressed in the ongoing Onondaga Lake Bottom RI/FS. From 1917 to 1970 Semet Residue Ponds were used as depositories for a tarry organic-based residue generated by the acid washing of coke light oil during the production of benzene, toluene, naphthalene, xylene, and "motor benzol" at its BTX (Benzol) Plant located immediately south of the above-noted railroad tracks. Prior to that time, the area was used as a settling basin for disposal of Solway Waste, a grayish-white colored material consisting largely of calcium carbonate that was a waste by-product from the production of soda ash. This settling basin is known as Solway Waste Bed A. The ponds were constructed via drag line and bulldozer excavation into Waste Bed A. The dikes bordering the ponds were reportedly built from fill materials including concrete rubble, old electrolytic cell parts, ashes, cinders, soil, Solway Waste, bricks, stone, etc. Two small containment areas to the south and west of the Site were built to contain leakage from the ponds. In addition to the Solway Waste material, the area received coarse ash and cinders via conveyor buckets from near by stoker-fired boilers. A calcium carbonate-rich waste material, which originated from a former ammonium chloride operation, was also disposed of adjacent to Pond 2 prior to 1951. The surfaces of the ponds are approximately four inches thick and appear as a weathered black to brown granular material. Below the granular material is a highly viscous, black material which resembles tar. A Consent Order for an RI/FS for the Site was signed by Potentially Responsible Party (PRP) and the NYSDEC in 1989. Field work for the RI has been completed. Draft RI Reports were submitted in 1991 and 1992 and were reviewed by NYSDEC. The RI was approved by NYSDEC in August 1995. In June 1999, NYSDEC received the draft FS Report from the PRP. Addendums to the FS report and additional Site-related submittals that are included in the Administrative Record were received on January 3, 2000; July 26, 2000; August 1, 2000; and August 17, 2001. As an Interim Remedial Measure (IRM), a fly-ash/cement cover of a few inches thick was applied to the pond residues to control odors and reduce air emissions. This cover was applied over Ponds 3 and 4 in 1995 and over the remaining ponds in mid-1997, with the exception of one of the "containment" ponds in the southern portion of the Site that was inaccessible to the equipment used to apply the covers. Since that time, this cover material has been applied annually. While this cover has no significant strength or weight-bearing capacity, it has been effective in reducing odors. A Record of Decision (ROD) was completed for operable unit 6 of the Onondaga Lake site March 28, 2002. On June 23, 1989, Onondaga Lake

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was added to the New York State Registry of Inactive Hazardous Waste disposal sites. On December 16, 1994, Onondaga Lake and areas upland that contribute or have contributed contamination to the lake system were added to the U.S. Environmental Protection Agency's (EPA's) National Priorities List (NPL). This NPL listing means that the lake system is among the nation's highest priorities for remedial evaluation and response under the federal Superfund law for sites where there has been a release of hazardous substances, pollutants, or contaminants. Onondaga Lake itself is a 4.6-square-mile (sq. mi) (12-square-kilometer [sq. km]), 3,000-acre lake, approximately 4.5 mi (7.2 km) long and 1 mi (1.6 km) wide, with an average water depth of 36 ft (11 m). The lake has two deep basins, a northern basin and a southern basin, that have maximum water depths of approximately 62 and 65 ft (19 and 20 m), respectively. The basins are separated by a saddle region at a water depth of approximately 56 ft (17 m). Most of the lake has a broad nearshore shelf in water depths of less than 12 ft (3.7 m). This nearshore shelf is bordered by a steep offshore slope in water depths of 12 to 24 ft (3.7 to 7.3 m). During the summer months, the upper water of Onondaga Lake warms to a greater degree than the deeper water. This causes the water in the lake to stratify (separate) into two layers of water: the epilimnion, which is the warmer, less dense upper layer and is about 30 ft (9 m) thick, and the hypolimnion, which is the colder, denser, bottom layer. During the summer, the hypolimnion becomes anoxic (runs out of oxygen), which has numerous implications for the lake's chemistry and biota (e.g., fish and insect life). The two largest tributaries to Onondaga Lake, namely Ninemile Creek and Onondaga Creek, contribute 30.4 and 31.4 percent, respectively, of the total water flow to the lake. Other tributaries, in a clockwise direction from the southeast section of the lake, include Ley Creek, Harbor Brook, the East Flume, Tributary 5A, Sawmill Creek, and Bloody Brook. In addition to the tributary streams, the treated effluent from the Onondaga County Metropolitan Wastewater Treatment Plant (Metro), located between Onondaga Lake and Harbor Brook, provides a significant portion (approximately 19 percent) of the water entering the lake. Various local entities have discharged wastewater directly to these tributary streams and/or have waste sites that have, or potentially have, impacted these tributaries and the lake itself. In general, the eastern shore of Onondaga Lake is urban and residential, and the northern shore is dominated by parkland, wooded areas, and wetlands. There are approximately 320 acres of state-regulated wetlands and numerous smaller wetlands directly connected to Onondaga Lake or within its floodplains. The northwest upland areas in Liverpool and Lakeland are mainly residential, with interspersed urban structures and several undeveloped areas. Much of the western and southern lakeshore is covered by wastelands that received wastes generated from Honeywell's former Solway operations and, to a lesser extent, dredge spoils from the lake. Many of these wastelands have been abandoned and recolonized by vegetation. Urban centers and industrial zones in Syracuse and Solway dominate the landscape surrounding the southern and eastern shores of Onondaga Lake from approximately the New York State Fairgrounds to Ley Creek. The area around Onondaga Lake is the most urban in central New York State. The region experienced significant growth in the twentieth century, and in 2000, Onondaga County was the tenth most populous county in the state. The city of Syracuse is located at the southern end of Onondaga Lake, and numerous towns, villages, and hamlets are located around the lake. Onondaga Lake has been the recipient of industrial and municipal sewage discharges for over 100 years. Honeywell has been a major contributor, however, other industries in the area have contributed contamination as well. Other contaminant sources to the lake include the Metro facility, industrial facilities and landfills along Ley Creek, the Crucible Materials Corporation (via Tributary 5A), and the former Oil City. Honeywell International, Inc., and its predecessor companies operated manufacturing facilities in Solway, New

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York, from 1881 until 1986. When Honeywell merged with its predecessor companies on December 1, 1999, it became liable for the contamination those companies introduced into the environment. Honeywell, as a major contributor of contamination to the lake, has been named a potentially responsible party (PRP). In the late 1800s and early 1900s, Onondaga Lake supported a thriving resort industry based upon the recreational utilization of the lake, including swimming and recreational fishing. The lake also had a plentiful cold-water fishery, which supported a commercial fishing industry until the late 1800s. However, from the late 1800s to the present, Onondaga Lake has been a receptacle for both industrial and municipal wastes. Salt production in the vicinity of Onondaga Lake supported a major salt recovery industry throughout the 1800s and were associated with the development of railroads and the Erie Canal in the region. This infrastructure supported the growth of additional industries, including former Honeywell operations, petroleum product storage (once known as "Oil City") adjacent to the southern shore of Onondaga Lake, fertilizer production, a steel foundry, a vehicle accessory manufacturing facility, pottery and china manufacturing, manufactured gas plants, and many other industries in the Syracuse area. An evolving municipal wastewater management system (initially with the development of a sewer system and later wastewater treatment facilities), now known as Metro, has been in existence since around 1896. Honeywell's manufacturing processes were based on four major product lines collectively known as the Syracuse Works. These processes resulted in releases of primarily mercury, organic contaminants, and calcirelated compounds, as described below. - Soda ash (sodium carbonate) and related products such as baking soda (sodium bicarbonate), sodium nitrite, sodium sesquicarbonate, ammonium bicarbonate, ammonium chloride, calcium chloride, and caustic soda (sodium hydroxide) were produced by a non-electrolytic cell process. The primary dissolved waste/contaminant associated with this process was ionic constituents (calcium, sodium, and chloride ions [Ca²⁺, Na⁺, and Cl⁻, respectively]), and the primary solid component was Solway waste, which is a white, chalky, calcite-related material. - Benzene, toluene, xylene, naphthalene, and tar products from the recovery of coal distillation (coking) byproducts. The primary wastes/contaminants associated with this product line were benzene, toluene, ethylbenzene, and PAHs, especially naphthalene. - Chlorinated benzenes, aromatic hydrocarbons (PAHs), especially naphthalene. - Chlorinated benzenes and byproduct hydrochloric acid from the chlorination of benzene. The primary wastes/contaminants associated with this product line were BTEX, chlorinated benzenes, and PAHs, especially naphthalene. - Chlor-alkali products, including chlorine, caustic potash (potassium hydroxide), caustic soda (sodium hydroxide) produced by an electrolytic cell process, and related products such as potassium carbonate, hydrogen gas, and hydrogen peroxide produced by further reacting chlor-alkali byproducts with other chemicals. The primary wastes/contaminants associated with this product line were mercury, polychlorinated biphenyls (PCBs), and polychlorinated dibenzo-p-dioxin/polychlorinated dibenzofurans (PCDD/PCDFs). Soda ash production at the Main Plant relied on local supplies of sodium chloride brine and limestone. Benzene, toluene, xylene, and naphthalene production at the Main Plant were based on fractional distillation of light oil, a byproduct that was produced by the coke ovens at the Syracuse Works until 1924, after which it was shipped to Syracuse from other locations. Benzene produced at the Main Plant served as the raw material for production of chlorinated benzenes at the Willis Avenue Plant, while xylene and other imported chemicals were used to produce hydrogen peroxide at the Bridge Street Plant. Chlor-alkali production at both the Willis Avenue Plant and the Bridge Street Plant used mercury cells and diaphragm cells. Both types of cells are used in electrolytic processes for the production of chlorine, sodium hydroxide, and potassium hydroxide from purified

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sodium chloride and potassium chloride brine. In addition to the four major product lines, Honeywell facilities produced coke and producer gas (a mixture of carbon monoxide, nitrogen, hydrogen, methane, carbon dioxide, and oxygen). Other products were produced for short periods of time as pilot plant or developmental laboratory activity or as start-up operations that were later relocated. These products included: - Nitric and picric acids, - Salicylic acid and methylsalicylate, - Benzyl chloride, benzoic acid, benzaldehyde, and phthalic anhydride, - Phenol, - Ammonia (via nitrogen fixation at the Bridge Street Plant). Although not generally considered part of the Syracuse Works, the Barrett Division of the Semet-Solvay Chemical Company (one of Honeywell's predecessor companies) operated a paving material production facility from 1919 to 1983 at a location that is now part of the Wastebed B/Harbor Brook sub-site. This part of the Wastebed B/Harbor Brook sub-site consists of several buildings, aboveground storage tanks, and a gravel parking lot. Waste was generated by most manufacturing processes at the Syracuse Works. Waste streams for disposal were discharged from the three plants to at least four different destinations: the Semet Residue Ponds (coke byproduct recovery only), Geddes Brook and Ninemile Creek (via the West Flume), the Solvay wastebeds, and directly to the lake (via the East Flume). The Solvay wastebeds are located in the towns of Camillus and Geddes, and in the city of Syracuse. From approximately 1881 to 1986, these wastebeds were the primary means of disposal for the wastes produced by the Solvay operations. Initial Solvay waste disposal practices consisted of filling lowlying land adjacent to Onondaga Lake. Later, unlined wastebeds designed specifically for Solvay waste disposal were built using containment dikes constructed of native soils, Solvay waste, and cinders, or by using bulkheads made with timber along the lakeshore. The Syracuse Works also had a landfill in the center of Solvay Wastebed 15. The discharge of Honeywell waste through the East Flume caused the formation of a large in-lake waste disposal (ILWD). The ILWD extends approximately 2,000 ft (610 m) into the lake, approximately 4,000 ft (1,219 m) along the lakeshore, and contains waste up to 45 ft (13.7 m) thick. The majority of the ILWD is within the boundaries of Sediment Management Unit (SMU) 1, although some of the ILWD extends into the adjoining SMUs 2 and 7. The ILWD contains waste from all Honeywell's product lines. The discharges of waste to Geddes Brook and Ninemile Creek through the West Flume, as well as the overflow from Solvay Wastebeds 9 to 15, also caused the formation of deposits of Honeywell wastes and resulted in the development of the deposits in the Ninemile Creek delta in the lake in SMU 4. The seeps overflow from Solvay Wastebeds 1 to 8 contributed to the formation of Honeywell wastes in the lake itself. Two additional sites (the Mathews Avenue Landfill and the Willis Avenue Ballfield site) were used for disposal of industrial wastes and construction and demolition (C&D) debris from the Syracuse Works. A site known as the dredge spoils area located on the lakeshore northwest of the mouth of Ninemile Creek was used for disposal of dredged material from the Ninemile Creek delta and nearshore areas north of Ninemile Creek. In 1970, the Syracuse Works' Main Plant ceased production of benzene, toluene, xylene, and naphthalene. In addition, releases of mercury from the Willis Avenue Plant and the Bridge Street Plant were reduced. In 1977, when the Willis Avenue Plant closed, the production of chlorinated benzenes and other chlorinated products at the plant ceased. In 1979, the Bridge Street Plant was sold to Linden Chemicals and Plastics (LCP), which operated the plant until it closed in 1988. In 1986, the Main Plant ceased production of soda ash and related products, marking the end of manufacturing by Honeywell at the Syracuse Works. The State of New York, Onondaga County, and the City of Syracuse have jointly sponsored the preparation of a land-use master plan to guide future development of the Onondaga Lake area. The primary objective of land-use planning efforts is to enhance the quality of the lake and lakeshore for recreational and commercial uses. Anticipated recreational uses of the lake include fishing without

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consumption restrictions and swimming. The Onondaga Nation similarly asserts it seeks to safely make greater use of lake. In general, the eastern shore of Onondaga Lake is mainly urban and residential, and the northern shore is dominated by parkland, wooded areas, and wetlands. The northwest upland is primarily residential, with interspersed urban structures and several undeveloped areas. Solvay wastebeds cover much of the western lakeshore. Urban centers and industrial zones dominate the landscape surrounding the south end of Onondaga Lake from approximately the New York State Fairgrounds to Ley Creek. Land around the southwest corner and southern portion of the lake is generally industrial and has been significantly modified as part of long-term development of the Syracuse area. Land around much of the lake is recreational, providing hiking and biking trails, picnicking, sports, and other recreational activities. Approximately the northern two-thirds of Onondaga Lake is classified by the State of New York as Class B water (best usages defined as "primary and secondary contact recreation and fishing. These waters shall be suitable for fish propagation and survival" [6 NYCRR Part 701.7]). The southern third of Onondaga Lake and the area at the mouth of Ninemile Creek are classified as Class C water (best usage defined as "fishing. These waters shall be suitable for fish propagation and survival. The water quality shall be suitable for primary and secondary contact recreation, although other factors may limit the use for these purposes" [6 NYCRR Part 701.8]). No permitted swimming beaches or sanctioned swimming areas exist at Onondaga Lake. Fishing occurs, but the New York State Department of Health (NYSDOH) has a specific, restrictive advisory for Onondaga Lake which warns against eating walleye (*Stizostedion vitreum*), with consumption of all other species limited to no more than once per month. The specific advisory also stipulates that infants, children under 15, and women of childbearing age should eat no fish from the lake. The more general, statewide advisory for the state's fresh waters advises that consumption be limited to no more than one meal per week. Onondaga Lake and the associated tributaries do not serve as potable water sources. The shoreline of the lake (especially in the park) is used for water-related recreation such as fishing and boating. In 1990, more than one million people used Onondaga Lake County Park, located along the northern half of the lake. Operable Unit 2: For investigation and remediation purposes, the site has been divided into eight SMUs based on water depth, sources of water entering the lake, and physical, ecological, and chemical characteristics. The division of the site into SMUs allowed the development and evaluation of remedial alternatives appropriate to each area. The remedial alternatives evaluated for each SMU were then used in combination to develop comprehensive, lake-wide remedial alternatives which would reduce site risks to humans and the environment. SMUs 1 through 7 are located in the littoral zone of the lake (i.e., water depths of 0 to 30 ft [0 to 9 m]), and SMU 8 covers the profundal zone (i.e., water depths of greater than 30 ft [9 m]). SMU 1 is located at the southern end of Onondaga Lake and encompasses the majority of the ILWD. The ILWD was formed primarily through the deposition of calcium carbonate and other wastes from the overflow of dikes around Wastebed B and through discharges via the East Flume. These discharges into the lake are believed to have included a combination of cooling water, sanitary wastes, Solvay waste, mercury wastes, and organic chemical wastes, which settled out and formed a large delta that is at a higher elevation than surrounding areas of the lake bottom. This waste material is typically described as very soft to soft, although there are some harder crusts. This softness, along with geophysical evidence of historical failures (i.e., underwater slumping or "landslides" associated with the ILWD), causes concern as to whether the wastes in their current configuration are sufficiently stable to prevent a portion of the ILWD from slumping in the future. SMU 1 is located directly offshore of Wastebed B, and the East Flume and Harbor Brook enter Onondaga Lake here. SMU 1

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extends approximately 3,850 ft (1,170 m) west from the mouth of Harbor Brook, encompassing a surface area of approximately 84 acres. At its widest point, SMU 1 extends approximately 2,200 ft (671 m) into the lake. Lake bathymetry indicates that the nearshore shelf (at water depths less than 13 ft [4 m]) is relatively broad and is bordered by a steeper offshore slope at water depths from 13 to 30 ft (4 to 9 m). SMU 2 is located in the southern portion of the lake offshore from the causeway formerly used by Honeywell for loading and unloading materials. The SMU extends approximately 3,000 ft (914 m) along the southern shore of the lake, from the border with SMU 1 toward Tributary 5A. At its widest point, SMU 2 extends approximately 550 ft (170 m) into the lake. Lake bathymetry indicates that the nearshore shelf is relatively broad, except near the mouth of Tributary 5A, where it becomes steeper (i.e., greater than 15 percent slope). Storm drains associated with I-690 discharge into this SMU. SMU 3 is located offshore of Honeywell's inactive Solvay Wastebeds 1 through 8, which were used to dispose of waste from the manufacturing of soda ash via the Solvay process. SMU 3 extends approximately 8,000 ft (2,440 m) west from SMU 2. At its widest point, it extends approximately 825 ft (250 m) into the lake. Lake bathymetry indicates that the shelf is relatively steep in the southern part of SMU 3, becoming broader to the north. SMU 4 is located along the shore of Onondaga Lake west of SMU 3 and includes the delta where Ninemile Creek discharges into the lake. SMU 4 extends approximately 3,300 ft (1,006 m) along the shore of the lake. At its widest point, it extends approximately 1,375 ft (420 m) into the lake. Lake bathymetry indicates that the shelf is relatively steep in the northern part of SMU 4, becoming broader to the south. The sediment load at the mouth of Ninemile Creek drives the depositional processes along the central portion of this SMU by discharging fine- and coarse-grained material to the lake. The sediment load from the creek influences the bathymetry and water depth in the central portion of this SMU. SMU 5 includes the littoral zone along the northern and western shores of the lake. Sawmill Creek and Bloody Brook discharge into SMU 5. The Seneca River, the main discharge point for Onondaga Lake, is also located within SMU 5 at the northwestern end of the lake. SMU 5 extends approximately 30,000 ft (9,144 m) from the Ninemile Creek delta to the Ley Creek delta. At its widest point, it extends approximately 1,375 ft (420 m) into the lake. Lake bathymetry indicates that the nearshore shelf (at water depths less than 13 ft [4 m]) is relatively broad and is bordered by a steep offshore slope at water depths from 13 to 30 ft (4 to 9 m). SMU 6 extends approximately 5,000 ft (1,500 m) along the eastern end of Onondaga Lake from the mouth of Ley Creek to 700 ft (213 m) south of the mouth of Onondaga Creek, and includes where Ley Creek, Onondaga Creek, and Metro discharge into Onondaga Lake. At its widest point, it extends approximately 1,925 ft (590 m) north into the lake. Lake bathymetry indicates that the nearshore shelf is relatively broad. SMU 7 is located at the southern corner of Onondaga Lake and includes the littoral zone located between SMU 1 and SMU 6. SMU 7 is located between Harbor Brook to the west and the Onondaga Creek delta to the east and extends approximately 1,375 ft (420 m) along the shore of the lake. At its widest point, it extends approximately 2,200 ft (670 m) into the lake. Lake bathymetry indicates that the shelf is relatively broad near the shore, becoming slightly steeper at a water depth greater than 13 ft (4 m). SMU 8 includes the entire profundal zone of Onondaga Lake, where the water depth is greater than 30 ft (9 m). It is approximately 22,000 ft (6,710 m) long and approximately 5,225 ft (1,590 m) wide at its widest part. SMU 8 has two basins, northern and southern, which are separated by a slight ridge, or saddle, that is approximately 56 ft (17 m) deep. The maximum depths of the northern and southern basins are 62 ft (19 m) and 65 ft (20 m), respectively. Lake bathymetry indicates that the profundal nearshore shelf is relatively steep, becoming broader towards the center of the lake. A Record of Decision addressing Operable Unit 2 was completed in July

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2005. Subsequent to the issuance of the Record of Decision (ROD), an extensive pre-design investigation was conducted in Sediment Management Unit (SMU) 2 in the Fall of 2005 and the Spring of 2006 to identify the extent of pooled non-aqueous-phase liquids (NAPLs) and to characterize the subsurface conditions. Based on these investigations, it was determined that NAPLs in the causeway area extend a short distance into the adjacent SMU 1, but the overall extent of pooled NAPLs beneath the lake bottom in SMU 2 is significantly smaller than was anticipated. The ROD assumed that the NAPLs were present beneath the lake bottom over an area of approximately 4.8 acres. The pre-design investigation results indicate, however, that the NAPLs extend over an area of approximately 2 acres which includes the causeway area in SMU 2, and an adjacent portion of SMU 1. An Explanation of Significant Differences addressing Operable Unit 2 was completed in December 2006. Operable Unit (OU) 8: The Town of Salina Landfill site, approximately 55 acres in size, is located in the Town of Salina, Onondaga County, New York. It is designated a Class 2 Inactive Hazardous Disposal Waste Site by the New York State Department of Environmental Conservation (NYSDEC) (New York Registry No. 7-34-036). The Site is bounded by the New York State Thruway to the north and by Route 11 (Wolf Street) to the east. An Onondaga County Resource Recovery Agency Transfer Station is located immediately to the west of the landfill. Ley Creek, a Class B stream, runs through the approximate eastern half of the Site and along the southern border of the approximate western half of the Site. The eastern half of the Site is bounded to the south by the banks of a separate tributary, known as the Old Ley Creek Channel (OLCC). A portion of Ley Creek was moved in the early 1970s to its current location. Landfilled materials have been identified both north of Ley Creek and south of Ley Creek in the land area located between the current Ley Creek and the OLCC, (i.e., north and south of Ley Creek). The sediments, surface waters and banks of Ley Creek under and downstream of the Route 11 bridge, as well as the sediments, surface waters, and banks of the OLCC are collectively a separate Class 2 New York State Class 2 hazardous waste disposal site known as the "Old Ley Creek Channel Site" (Site Number 734074). Further investigation of the Old Ley Creek Channel site is necessary. Access to the Site has historically been gained from Route 11. Until March 2006, trespassers could enter the Site on foot or by vehicle. Although one entrance to the Site has a locked gate, it is possible to walk or drive around the gate on another dirt road. Once on the Site, several well-worn paths provide vehicle access to most of the Site. Recently, the Town has attempted to limit access to the Site by placing barriers across the dirt access road. It has also placed signs indicating that no dumping is allowed on-site. A 48-inch abandoned sewer line runs across the Site. A 48-inch corrugated metal pipe (CMP) culvert is located in the eastern part of the Site, and drainage ditches are located along the western, northern, and eastern borders of the Site. Storm water from the Site drains to Ley Creek via the drainage ditches and the culvert. The land containing the Site is currently owned by five parties. The Town of Salina owns 28 acres of the Site comprising approximately the western half of the Site. The eastern part of the Site (from the Town's property line to west of Route 11) is privately owned. East Plaza, Inc. owns the portion of the Site located between the current Ley Creek and old Ley Creek. Onondaga County owns a strip of land trending east-west across the Site. Niagara Mohawk owns a strip of land trending east-west across the Site. The Onondaga County Resource Recovery Agency owns the property immediately west of the Site. The Salina Landfill is located within an area zoned as an Industrial District. Land located immediately to the south and to the west of the Site is also zoned as an Industrial District. The land directly east of the Site, on the opposite side of Wolf Street, is zoned both as a Highway Commercial District and a One-Family Residential District. The land located to the north of the Site, on the opposite side of the New York State Thruway, is

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zoned as Open-land District, Planned Commercial District, and One-Family Residential District. Based on the Code of the Town of Salina, land within each zoning district has specific intended uses. The Town is considering other options to the current industrial zoning of the landfill property. These may include use of the property for passive recreational purposes (park, walking trails, etc.). There is also the potential for commercial development at and around the vicinity of the landfill. Any written proposals submitted to NYSDEC for the future use of the Site will be considered for incorporation into the remedial plans, as appropriate. Currently, the on-Site aquifers are not used for drinking water. Residents located in the vicinity of the Site use the public water supply provided by Onondaga County. Groundwater near the Site will not be used as a source of potable water under future-use scenarios. The Town of Salina could not produce records indicating the actual date the Salina Landfill opened. However, in 1962, the Town Board closed the dump known as the "Matlydale Dump" pursuant to a court action. The Matlydale Dump was located in the vicinity of the current town garage off of Factory Avenue, approximately 1/2-mile to the east of the Site. With the closure of the Matlydale Dump, it is believed that the Town proceeded to work with a Site property owner (East Plaza, Inc.) to start landfill operations at the current location of the Town of Salina Landfill. In the same year, the Town adopted a garbage collection ordinance to regulate the collection of solid waste within the boundaries of the Town and to promote the public health, safety and welfare of the residents. The Town of Salina established residential refuse districts as early as 1941. As such, the Town Board would solicit bids from independent haulers and enter into a contract each year. Licensing procedures were adopted to monitor the disposal of waste and permits were issued to haulers doing business in the Town. In 1970, periodic checks on the landfill indicated that in addition to waste generated within the Town, additional tonnage was coming from outside areas. The Highway Superintendent reported that the Landfill was reaching capacity and suggested that the boundaries be expanded up to Route 81 or additional property be purchased. During the period the landfill was open, in addition to accepting municipal solid waste, the landfill also accepted hazardous wastes including paint sludge, paint thinner, polychlorinated biphenyl (PCB)-contaminated wastes, and contaminated sediment dredged from Ley Creek. In 1971, several complaints were made by the New York State Thruway Authority because refuse was being left uncovered and debris was blowing onto the Thruway. The Thruway Authority requested that the Town cover the landfill. Due to the capacity problems, the Town Board started looking into other solid waste disposal options, such as purchasing additional property to start another landfill/building an incinerator, or using a shredding plant which was being constructed by the City of Syracuse. Between 1971 and 1974, landfill operations continued with little or no control over the refuse haulers that were dumping in the landfill. Town records indicate that the trucks with permit stickers were on the "honor system" and were not checked for source or quantity of refuse and that only those town residents that brought their own refuse to the landfill were checked. Reaching its capacity, the landfill was officially closed sometime in late 1974 or early 1975, pursuant to an order by NYSDEC. In 1975, landfill cover specifications were issued by NYSDEC for dirt fill and grading of the Site. However, litigation proceedings commenced between the Town of Salina and the property owner East Plaza, Inc. In 1981, the Town purchased the western portion of the Site (approximately 29 acres) from East Plaza, Inc. Once again, landfill cover specifications were issued for the Site by the NYSDEC in July 1981. In September 1981, the Town awarded a contract to cover the landfill with a two-foot clay-type soil. Once the soil was placed, the area was hydroseeded to establish a vegetative cover. This project was completed in November 1982. There were no further remedial activities undertaken at the Site thereafter to the present time. Since that time, a number of investigations

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have been performed at the Town of Salina Landfill. The investigations have largely been focused on gathering only enough data to determine whether the landfill was a threat to human health and to the environment. In 1986, NYSDEC and the Onondaga County Department of Health collected three soil samples adjacent to the north bank of Ley Creek along the landfill and four surface water samples from the same stretch of Ley Creek and drainage ditches north and east of the landfill. PCBs were not detected in the water samples, but were detected in the soil samples collected adjacent to Ley Creek. In 1987, EPA's contractor collected five soil samples from the main fill area north of Ley Creek and three surface water and sediment samples were collected from Ley Creek as follows - one surface water and one sediment sample were collected from an upstream location in Ley Creek (west of Route 11), one surface water and one sediment sample were collected along the landfill (in the drainage swale in the northeast section of the landfill), and one surface water and one sediment sample were collected from just downstream of the landfill in Ley Creek. The soil samples contained polycyclic aromatic hydrocarbon compounds (PAHs), metals, volatile organic compounds (VOCs) and pesticides in low levels, but no PCBs. The surface water and sediment samples collected downstream from the landfill did not contain higher concentrations of contaminants than the samples collected upstream from the landfill. In 1987, NYSDEC's contractor attempted to install three groundwater monitoring wells on-Site. Only one well was completed, as drilling for the other two wells encountered wastes in the form of black oil and petroleum-saturated soil in two boreholes. The soils in these borings contained PCBs, low levels of semi-volatile organic compounds (SVOCs) and dibenzofuran and elevated levels of cadmium, chromium, nickel and zinc. One upgradient monitoring well was installed. The groundwater from this well contained low levels of VOCs and SVOCs, high iron and manganese, but no PCBs. In 1989, a bioaccumulation study conducted by General Motors Corporation's contractor on fish caught in Ley Creek showed that the fish contained up to 6.8 milligrams per kilogram (mg/kg) PCBs. In 1991, during an inspection of the landfill by NYSDEC's contractor, a leachate outbreak was observed along the northern bank of Ley Creek downgradient of an area within the southwestern corner of the landfill. In 1994, NYSDEC's contractor completed a Preliminary Site Assessment. This investigation included the collection of 10 surface water and sediment samples from locations in Ley Creek alongside the landfill, (including one upstream of the landfill), and in the adjacent drainage ditches situated to the north and west of the landfill within the Site. Additionally, five surface soil samples were collected on or around the landfilled area, and three leachate samples were collected from the north bank of Ley Creek (two along the southwestern corner of the landfill, and one near the power lines that pass over Ley Creek). The results indicated low levels of VOCs and SVOCs in the surface water (but no PCBs were detected). PCBs, pesticides, VOCs, and SVOCs were detected in the sediment samples, soil samples, and leachate samples. In 1994, EPA designated Onondaga Lake, its tributaries, and the upland areas which have contributed or are contributing hazardous substance to the lake (subsites) as a Superfund National Priorities List (NPL) site. In 1997, NYSDEC and EPA jointly notified the Town that the Salina Landfill was a subsite of the Onondaga Lake NPL Site due to releases or the threat of releases of hazardous substances, pollutants or contaminants into the environment. In 1996, NYSDEC's contractor prepared a Preliminary Site Assessment Addendum. This supplemental investigation was conducted to provide further information on potential groundwater contamination at the landfill. Five new monitoring wells were installed, developed and sampled in the southwestern corner of the landfill. The groundwater from most wells contained low levels of VOCs and SVOCs. A PCB compound was detected in one well at a low concentration. One of the downgradient wells (MW-4) contained almost no organic compounds, but did show elevated levels of a number of metals. Two surface

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water and sediment samples collected by NYSDEC from drainage ditches on-Site indicated PCBs were present in the sediment, but were absent from the surface water. In 1996, NYSDEC designated the Town of Salina Landfill as a Class 2 Inactive Hazardous Waste Site. This designation means that NYSDEC considers the Site a significant threat to human health and/or the environment, which requires remedial action. This Site was designated a subsite to the Onondaga Lake Superfund Site in June 1997 by NYSDEC and EPA, due to the fact that Site contaminants had migrated to Ley Creek, which flows into the lake. In 1997, representatives from NYSDEC collected three sediment samples from the OLLC. The results of that sampling indicated detectable concentrations of VOCs, SVOCs, and PCBs are present in Old Ley Creek Channel. The portion of Ley Creek adjacent to the landfill is not part of the Site due to the presence of upstream sources of contamination that need to be addressed. Upstream contaminated surface water and sediments in Ley Creek are currently being investigated under an Order of Consent by the General Motors Former Inland Fisher Guide Facility and Ley Creek Deferred Media subsite of the Onondaga Lake Site. The sediments, surface waters and banks of Ley Creek under and downstream of the Route 11 Bridge as well as the sediments, surface waters and banks of the OLLC are collectively being addressed as the "Old Ley Creek Channel Site," which is a separate Class 2 New York State inactive hazardous waste disposal site (Site Number 734074) On October 29, 1997, the Town of Salina entered into an Order of Consent with the NYSDEC to perform the Remedial Investigation/Feasibility Study (RIFS), remedial design, and remedial action for the Site. On November 17, 1997, the Town also entered into a State Assistance Contract under the 1986 Environmental Quality Bond Act of New York State. This contract stated that the Town would be reimbursed 75% of the eligible costs during the RIFS. This contract may be amended for the remedial design and remedial action costs. The RI started on June 29, 1998. Two phases of sampling occurred over two summers. An RI report was submitted to NYSDEC by the Town, through its consultants, in May 2000. The report was reviewed by the EPA and NYSDEC, and then revised by the Town's consultants. The RI Report was approved in March 2001. The Town submitted a Draft FS Report in January 2001. The report was reviewed by the EPA and NYSDEC, and then revised by the Town's consultants. The FS Report was approved in May 2002. In January 2003, NYSDEC and EPA released a Proposed Plan describing the remedial alternatives considered for the Site and identifying the preferred remedy with the rationale for the preference. The primary elements of the preferred remedy included constructing impermeable caps over the landfill areas north and south of Ley Creek, constructing groundwater/leachate collection trenches north and south of Ley Creek, and pumping the collected groundwater/leachate to the Metropolitan Syracuse Wastewater Treatment Plant (METRO) for treatment. Comments received during the public comment period indicated that Onondaga County has a policy not to accept wastewater from inactive hazardous waste sites for treatment at METRO. The Town of Salina and the County participated in extended negotiations for an agreement to allow the landfill's groundwater/leachate to be treated at METRO (with or without pretreatment). No agreement was reached. Therefore, two on-Site groundwater/leachate treatment alternatives were evaluated in a September 2006 Addendum to the May 2002 Town of Salina Landfill Feasibility Study Report. A revised Proposed Plan was released to the public for comment in December 2006. A ROD addressing OUS was completed in March 2007. In 1994, Onondaga Lake, its tributaries and the upland hazardous substance sites which have contributed or are contributing contamination to the lake was added to the EPA's Superfund National Priorities List (NPL). The Town of Salina Landfill is contributing such contamination and, therefore, is considered a "Subsite" of the Onondaga Lake NPL site. The sediments, surface waters and banks of Ley Creek downstream of the Route 11 bridge are known as the "Lower Ley Creek Site." The sediments, surface waters, and banks of the Old Ley Creek Channel

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(OLCC) are a separate Class 2 New York State inactive hazardous waste disposal site known as the "Old Ley Creek Channel Site". Investigations at the lower Ley Creek and Old Ley Creek Channel sites are currently underway. Access to the Town of Salina Landfill has historically been gained from Route 11. In the past, trespassers could enter the Site on foot or by vehicle. The Town has attempted to limit access to the Site by installing a locked gate at the Site entrance and placing barriers across the dirt access road. It has also placed signs indicating that no dumping is allowed on-Site. The Town is considering other options to the current industrial zoning of the landfill property. These may include use of the property for passive recreational purposes (park, walking trails, etc.). There is also the potential for commercial development at and around the vicinity of the landfill. Any written proposals submitted to the New York State Department of Environmental Conservation (NYSDEC) for the future use of the Site will be considered for incorporation into the remedial plans, as appropriate. The area is served by municipal water. Several complaints were made by the New York State Thruway Authority because refuse was being left uncovered and debris was blowing onto the Thruway. The Thruway Authority requested that the Town cover the landfill. Due to the capacity problems, the Town Board started looking into other solid waste disposal options, such as purchasing additional property to start another landfill, building an incinerator, or using a shredding plant which was being constructed by the City of Syracuse. The portion of Ley Creek adjacent to the landfill was not included as part of the Site due to the presence of upstream sources of contamination that need to be addressed. Upstream contaminated surface water and sediments in Ley Creek are currently being investigated under an Remedial Investigation/Feasibility Study (RIFS) for the General Motors Former Inland Fisher Guide Facility and Ley Creek Deferred Media Subsite of the Onondaga Lake Site. As is stated in the "Site Description" section above, the sediments, surface waters and banks of Ley Creek downstream of the Route 11 Bridge as well as the sediments, surface waters and banks of the OLLC are being addressed separately. In January 2003, NYSDEC and EPA released a Proposed Plan describing the remedial alternatives considered for the Site and identifying the preferred remedy with the rationale for the preference. The primary elements of the preferred remedy included constructing impermeable caps over the landfill areas north and south of Ley Creek, constructing groundwater/leachate collection trenches north and south of Ley Creek, and pumping the collected groundwater/leachate to the Metropolitan Syracuse Wastewater Treatment Plant (METRO) for treatment. During the public comment period, it was learned that Onondaga County has a policy not to accept wastewater from inactive hazardous waste sites for treatment at METRO. The Town of Salina and the County participated in extended negotiations in an effort to reach an agreement to allow the landfill's groundwater/leachate to be treated at METRO. At the time that the Record of Decision (ROD) was signed in March 2007, no agreement had been reached. Therefore, a contingency remedy was selected. In the negotiations between the Town of Salina and Onondaga County related to the utilization of METRO to treat the collected contaminated groundwater/leachate were successful, then the collected groundwater/leachate would be pretreated on-Site and conveyed to METRO in lieu of the groundwater leachate undergoing complete treatment at an on-Site treatment facility and thereafter being discharged to Ley Creek. On September 2008, the Town of Salina and the County entered into an agreement for METRO to accept the pretreated groundwater/leachate. In July 2007, the Town of Salina's contractor commenced the design of the selected remedy. In the ROD, Alternative 5 (waste excavation south of Ley Creek and consolidation north of Ley Creek, capping of landfill north of Ley Creek, and contaminated leachate collection with off-Site discharge of treated effluent) was eliminated from consideration due to concerns that significant quantities of hazardous waste

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were commingled with the municipal refuse in the landfill located south of Ley Creek, which would have significantly increased the cost of the remedy since these wastes would require off-site disposal. After the issuance of the ROD, samples were collected from the waste in the landfill area south of Ley Creek as part of the design. Upon analysis of these samples, it was concluded that the landfill likely contains a heterogeneous mixture of municipal refuse with only low concentrations of hazardous substances typically associated with municipal refuse. Based upon a review of sample results from on-site monitoring wells, it was noted that the VOC concentration in monitoring well MW-10 exceeded the other monitoring wells by several orders-of-magnitude. This finding led to the conclusion that there was likely a source in the vicinity of monitoring well MW-10. In mid-January 2010, NYSDEC performed a trenchless pit investigation to locate this source area. In this investigation, two trenches and 14 test pits were excavated. Based on the results of the investigation, the source area was located. In March 2010, approximately 1,810 tons of volatile organic compounds (VOCs)-contaminated soil and waste was excavated and properly disposed off-site. Information related to the reassessment of the contamination in the landfill area located south of Ley Creek can be found in the September 2009 Geotechnical Report, the November 2009 Monitoring Well Installation and Sampling Report, and the December 2009 Cost Estimates to Relocate Waste Vs. Cap in Place, all of which are available in the administrative record files. Based upon the conclusion that the landfill likely contains a heterogeneous mixture of municipal refuse with only low concentrations of hazardous substances and as a result of the removal of source area VOC-contaminated soil and waste, the remedy selected in the ROD was reevaluated and a modified remedy was proposed. A Record of Decision Amendment for operable unit (OU) 05 for the Onondaga Lake Superfund Site was completed in September 2010. OU 10. The Ley Creek polychlorinated Biphenyl (PCB) Dredgings Site is approximately 18 acres in size and is located along the south bank of Ley Creek in the Town of Salina, Onondaga County, New York. The Site is bounded by Factory Avenue on the south and Ley Creek to the north. The New York State Thruway is located immediately to the north of Ley Creek. The eastern limit of the site is the General Motors Outfall 003, which is located just west of Townline Road, and the western limit is located approximately 4,000 feet downstream near the Town of Salina Highway Department garage. A fence extends along the south side of the study area approximately 10 feet north of Factory Avenue and to the east and west, however, access along the bank of Ley Creek, which forms the northern site boundary, remains unrestricted. In the vicinity of the site, Ley Creek is generally less than 15 feet wide and less than 2 feet deep. The dredged materials were generated during channel improvement programs for Ley Creek, conducted by the Onondaga County Department of Drainage and Sanitation from 1970-1983, and for the most part are located on the south bank. The PCB contamination is the result of discharges of contaminated water primarily from the General Motors (GM)-Inland Fisher Guide Plant. Ley Creek drains an area of approximately 30 square miles and is part of the Onondaga County Ley Creek Drainage District. Portions of the cities and towns of Syracuse, North Syracuse, East Syracuse, Cicero, Clay, Dewitt, Manlius, and Salina are located in the Ley Creek drainage basin. The Ley Creek PCB Dredgings Site is adjacent to the northern boundary of the General Motors; Fisher Guide Site, Site No. 7-34-057, and the Syracuse China Site, Site No. 7-34-053. Prior to the early 1970's, the combination of poor channel conditions and large impermeable areas in the Ley Creek watershed resulted in extensive flooding, some of the worst of which was near the GM facility in 1969. The formation of the Ley Creek Drainage District and clearing and dredging of the creek channel was initiated following the 1969 flooding event. Dredging of Ley Creek was performed by the Onondaga County Department of Drainage and Sanitation. In 1970, the section of the creek between Route 11 and

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Seventh North Street was dredged and in 1971 additional portions of the creek between Seventh North Street and Onondaga Lake were dredged. Additional dredging of Ley Creek from Townline Road to Onondaga Lake took place in 1975 and in 1983, the section of the Creek between Townline Road and Route 11 was dredged. Dredged materials generated during these activities were placed along the south bank of the creek or used for land restoration projects. The presence of PCBs in the stream sediments was not identified prior to 1985. This proposed remedial action plan (PRAP) addresses only the piles of dredge materials and contaminated soil located on the banks of Ley Creek in the area designated as the site. While the groundwater, surface water and sediments in the Creek were also the subject of sampling during the Ley Creek remedial investigation/feasibility study (RI/FS), alternatives for these media will be addressed as part of a comprehensive RI/FS to be undertaken for the adjacent GM, Fisher Guide site. Remedial History A Hydrogeologic Investigation Report, dated September 1985, performed pursuant to a state pollution discharge elimination system (SPDES) Consent Order with GM, identified the presence of PCBs in the dredged materials at the site. This investigation which included sampling for volatile and semivolatile organic compounds, as well as metals, ruled out these other compounds as contaminants of concern. The major source of the PCBs was believed to be oil used in hydraulic equipment for die casting operations at the GM plant. 1985: A program to evaluate the occurrence and concentration of PCBs in the sediments and water of Ley Creek was completed by GM. Sediment and water were collected at 500 foot intervals along a 4,000 foot length of Ley Creek, which included a 1,000 foot length upstream of the GM Outfall 003. The pattern of PCB occurrence observed in sediments was irregular and this irregularity was attributed to the Ley Creek dredging program conducted from 1970 to 1983. During this study, fish from Ley Creek were also sampled and analyzed for PCBs. Elevated levels of PCBs were identified in the fish tissue. Pursuant to a New York State Department of Environmental Conservation (NYSDEC) consent order, GM completed an investigation of dredged material/soil and groundwater in the area between Factory Avenue and Ley Creek beginning at Townline Road and continuing for 1600 feet downstream. Groundwater flow was determined to be north towards Ley Creek. PCBs were detected in dredged material/soil and groundwater samples. While the investigation was underway, the NYSDEC Division of Environmental Enforcement (DEE), New York State Department of Health (NYSDOH) and the Onondaga County Department of Health also sampled offsite areas that had received some of the Creek dredge material as fill. This resulted in an agreement between GM and Onondaga County for a soil removal program in the Meadowbrook Road/Hookway area. The soils were removed by Onondaga County and brought back to the GM Plant for placement in a former treatment lagoon that was subsequently closed under the oversight of the NYSDEC resource conservation and recovery act (RCRA) program. 1989: As a result of the 1987 investigation, NYSDEC determined that a more comprehensive evaluation of the Ley Creek dredged material/soil would be necessary to define the extent of PCBs along the north and south banks of Ley Creek and to evaluate any impacts to public health and the environment. GM completed a Field Investigation Report (FIR) of the site in 1989 which included sampling of groundwater, dredged material/soil, sediment, and surface water. 1991: Based on the FIR, NYSDEC determined that GM needed to perform a RI/FS at the site to complete the characterization of theareal and vertical extent of contamination present. GM was also required to prepare habitat based assessment according to NYSDEC guidelines. GM and NYSDEC entered into an Administrative Order on Consent for performance of a RI/FS at the site, effective May 23, 1991. GM performed an Interim Remedial Measure (IRM) soil removal program under a June 1991 NYSDEC Consent Order. The IRM was conducted to allow the installation of a sewer force main on Factory Ave through an area of identified PCB subsurface soil contamination. 1992: The Work Plan for the Ley Creek RI/FS was approved and

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field work commenced in July 1992. The RI was completed in accordance with the RI/FS Work Plan. The GM, Fisher Guide site was listed on the Registry of Inactive Hazardous Waste Disposal Sites, as a Class 2 site, in July of 1993. GM submitted the first draft of the Ley Creek Feasibility Study to the NYSDEC. As a component of the RI/FS, a leachability study was undertaken for the dredge material. 1995: Property owner input was sought in the review of remedial alternatives when multiple site owners, other than the county, were identified. 1996: The Feasibility Study was approved. In response to a determination that the presence of hazardous waste at the Site presents a significant threat to human health and the environment, General Motors has recently completed a Remedial Investigation/Feasibility Study (RI/FS). Summary of the Remedial Investigation The purpose of the RI was to define the nature and extent of any contamination resulting from previous activities at the site. The RI was conducted in two phases. The first phase was conducted between July and August of 1992 and the second phase between July and August of 1993. A report entitled "Ley Creek Dredged Material Area, November 1993" has been prepared describing the field activities and findings of the RI in detail. The RI included the following activities: -Installation of soil borings and monitoring wells for analysis of soils and groundwater as well as physical properties of soil and hydrogeologic conditions. -Sampling of the Creek sediments, water and fish. To determine which media (soil, groundwater, etc.) contain contamination at levels of concern, the RI analytical data was compared to New York State (NYS) Standards, Criteria, and Guidance (SCGs). Groundwater, drinking water, and surface water SCGs identified for the Ley Creek site were based on NYSDEC Ambient Water Quality Standards and Guidance Values and Part V of NYS Sanitary Code. NYSDEC Technical and Administrative Guidance Memorandum (TAGM) 4030 soil cleanup guidelines for the protection of groundwater, background conditions, and risk-based remediation criteria were used as SCGs for soil and the Division of Fish and Wildlife Technical Guidance for Protecting Contaminated Sediments is used for surface water sediments. Based upon the results of the remedial investigation in comparison to the SCGs and potential public health and environmental exposure routes, certain areas and media of the site require remediation. These are summarized below. More complete information can be found in the RI Report. Chemical concentrations are reported in mg/kg (parts per million). For comparison purposes, SCGs are given for each medium. Nature of Contamination As described in the RI Report, many soil, groundwater and sediment samples were collected at the Site to characterize the nature and extent of contamination. Preliminary investigations at the site had narrowed the contaminant of concern to the PCBs which had been released from the GM Plant. The PCBs were constituents of a hydraulic fluid used at the GM Plant in the operation of their injection molding machines. PCBs are comprised of a number of chemical isomers, which are generally referred to by the trade name "Aroclor" followed by a number which indicates the number of carbon atoms and the percentage of chlorine by weight for that Aroclor. The PCBs found at the Ley Creek Site are primarily Aroclor 1242 and Aroclor 1248. Extent of Contamination The following is a summary of the findings of the investigation. As stated previously, the groundwater sediments, and surface water will be addressed as part of the RI/FS for the adjacent General Motors; Fisher Guide Site. Dredge material/soil piles along the south bank of Ley Creek extend for over 4,000 feet. Aroclors 1242 and 1248 have been found to be the major constituents of the PCB contamination at the site. Elevated PCB levels have been identified throughout the dredged materials at the site. The PCB concentrations range from non-detect to 466 mg/kg. An area where elevated concentrations of PCBs were detected also exists along the north bank of Ley Creek, around soil boring B-19. The dredge piles have been intermixed with the surface and subsurface soils and, as they have been on the

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banks of the Ley Creek for more than 20 years, are overgrown with vegetation. The volume of materials to be addressed which exceeds the remedial goals of 1 mg/kg at the surface and 10 mg/kg in the subsurface is approximately 1,100,000 cubic yards. As shown by the RI data, the concentrations and frequency of PCBs identified in the dredge materials and soils at levels exceeding SCGs decreases as the sampling locations move downstream from the outfall. The greatest number of detections exceeding the SCGs occurred in the first two reaches, with the number of locations exceeding 50 ppm significantly higher in the first reach than in any of the others. This is consistent with the location of the outfall/drainage swale area being the primary source of PCBs detected at the site and also demonstrates based on the distribution, that the PCBs are present throughout the area in question at levels requiring remediation. Interim Remedial Measures: Interim Remedial Measures (IRMs) are conducted at sites when a source of contamination or exposure pathway can be effectively addressed before completion of the RI/FS. GM performed an Interim Remedial Measure (IRM) under a NYSDEC IRM consent order in 1991. The IRM was conducted to allow for the installation of a sanitary sewer force main south of Factory Avenue, which encountered an area of PCB subsurface soil contamination. This contamination was attributed to a fill in drainage swale from the GM Facility prior to the construction of outfall pipe 003. The IRM involved sampling to identify the limits of the PCB contaminated buried swale and once the swale was located, the excavation and off-site disposal of the contaminated soils. Sheet piling was then put in place so that the installation of the 48 inch sanitary sewer force main could proceed. At the time, this IRM was performed in 1991, the contamination identified was believed to be associated with the Ley Creek Site. However, since then the GM Plant has been listed as a class 2 inactive Hazardous Waste Site, in part due to the migration of the PCBs, some of which were addressed by this IRM. Based on the information generated and the location of the IRM, this contamination will now be addressed as part of the GM, Fisher Guide Site. Summary of Human Exposure Pathways: This section describes the types of human exposures that may present added health risks to persons at or around the site. An exposure pathway is how an individual may come into contact with a contaminant. The five elements of an exposure pathway are 1) the source of contamination; 2) the environmental media and transport mechanisms; 3) the point of exposure; 4) the route of exposure; and 5) the receptor population. These elements of an exposure pathway may be based on past, present, or future events. Soil and dredge materials present at the site exceed the soil cleanup criteria of 1 mg/kg at the surface and 10 mg/kg subsurface (greater than 12 inches in depth), established for PCB contaminated soils (USEPA Guidelines on Remedial Actions for Superfund Sites with PCB Contamination, EPA/5400--/607, August 1990), therefore the NYSDOH has determined that action is necessary to be protective of human health. Completed pathways which are known to or may exist at the site include: -Dermal contact with, or ingestion of dredge materials/soils by workers maintaining the sewer or power lines and by the public should they enter the site. -Inhalation of dust leaving the site. -Ingestion of fish from Ley Creek in the vicinity of the site. Fish tissue sampling shows the presence of PCBs similar to those at the site in fish from Ley Creek. This may be an indicator that larger species could be contaminated as well. There is a fish consumption advisory covering Onondaga Lake and its tributaries. A copy of this advisory is available at the document repositories. Summary of Environmental Exposure Pathways: This section summarizes the types of environmental exposures which may be presented by the site. The Fish and Wildlife Impact Assessment included in the RI presents a more detailed discussion of the potential impacts from the site to fish and wildlife resources, including any impacts to endangered species or protected environments. The following pathways for environmental exposure have been

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Identified: -Dredge materials/soils and sediments in Ley Creek have been contaminated with PCBs in excess of NYSDEC soil criteria for the protection of groundwater and NYSDEC sediment guidance criteria for identifying potential risk to aquatic life. -Groundwater beneath the dredge materials/soils contains PCBs in excess of groundwater standards. -Dredge materials placed in areas of the regulated fresh water wetland along Ley Creek prior to 1975, have impacted the function of the wetland. -Soils at the surface adjacent to the Creek exceed 1 mg/kg PCBs, which represents a potential continued loading of PCBs to the Creek and sediments by surface runoff or from erosion. These soils also represent a potential exposure pathway to terrestrial wildlife or birds from contacting the soil or eating soil organisms. -Fish from Ley Creek have been shown to contain the same PCBs in their tissue as found on the site. This results in exposure not only of the fish to the detrimental effects of PCB contamination, but also piscivorous (fish eating) wildlife higher on the food chain, as well. The dredge material/soils have been determined to represent a threat to the environment as a contributing source of PCBs to the fish, sediments and groundwater in the vicinity of the site. Ecological risk calculations have also indicated that the unremediated PCB-contaminated dredge material/soils at the site may pose an unacceptable risk to terrestrial species and their predators, such as the short-tailed shrew and the red-tailed hawk. The Division of Fish, Wildlife and Marine Resources has accepted site specific surface soil remedial level of 1 mg/kg for PCBs at this site. This decision was based on the expected significant reduction in fish and wildlife exposure; practical limitations; plans for reviews to monitor the effectiveness of the remedy in protecting the environment and future remedial efforts at the adjacent GM, Fisher Guide Plant site. A ROD addressing OU 10, Ley Creek PCB Dredgings Site at the Onondaga Lake site was completed in February, 1998. OUI3. The Niagara Mohawk (NiMo)-Hiawatha Boulevard-Syracuse Former Manufactured Gas Plant (MGP) site (Site) was included as a sub-site of the Onondaga Lake Superfund site on March 11, 2010. Onondaga Lake and the surrounding areas have been significantly altered over the last two centuries through human activities. The lake level was lowered in the early 1800s to drain marsh lands adjacent to the lake in order to accommodate the construction of the Erie Canal and raised in the 1850s to its present day elevation. The salt industry, chemical industry, urban development and transportation corridors have all changed the lake and its shoreline. The original Site area was the result of filling into low-lying areas associated with the construction of the Erie Canal and the eventual routing of Onondaga Creek. In the late 1800s, the Site was used as a fill area for Solvay process waste. A fertilizer manufacturer, the Syracuse Reduction and Manufacturing Company, operated on this Site in the early 1900s. An MGP is a facility where gas for lighting and heating homes and businesses was produced. Manufactured gas was produced at this Site by both the gasification and carburetted water gas processes. In 1924, the facility was operated by the Syracuse Lighting Company and was then, in 1937, consolidated into Niagara Hudson Public Service Corporation. The company was renamed in late 1937, to the Central New York Power Corporation and operated under that name until 1950 when the facility was taken over by the Niagara Mohawk Power Corporation. Coal gas was produced on-site until 1941, and then carburetted water gas was produced from 1941 to 1953. Coal gas was produced by heating coal in retorts or beehive ovens, carbonizing the coal in the absence of air. The carburetted water gas process involved the passage of steam through burning coal. This formed a gaseous mixture (water gas or blue gas) which was then passed through a super heater which had an oil spray. The oil spray would generate additional gas, enhancing the heat and light capacity of the overall gas mixture. In each process, the gas produced was cooled and purified prior to distribution. During the cooling, an oily liquid known as coal tar would condense from the hot gas and settle in

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the bottom of gas holders, pipes, and other structures. Typically, these structures were built below the ground surface, and would utilize groundwater as a bottom seal for cooling and pressure purposes. Hence, these structures have a significant potential to introduce byproducts from the coal gasification and carburetted water gas processes directly into the Site groundwater and subsurface soils. The production of manufactured gas and the generation of related by-products resulted in the release of hazardous substances, including MGP tars and purifier waste into the soil and groundwater at the Site. These wastes contain benzene, toluene, ethylbenzene and xylene (BTEX), as well as a number of polycyclic aromatic hydrocarbons (PAHs) and cyanide. Investigations and remedial actions were performed at the Site preceding the remedial investigation (RI) and reports were prepared by the various entities that were involved. A subsurface soil investigation was conducted by O'Brien & Gere Engineers, Inc. from March 1970 to May 1971 on a large, multi-parcel area which included a majority of the Site. The purpose of this investigation was to characterize the area for the pending construction of upgrades to the Metro STP. No environmental sampling or analysis was performed as part of this investigation. Construction records indicate that during the construction of the treatment plant expansion in the 1970s, the subsurface portions of the former gas distribution holder, the former relief holder, and the former tar separator were removed. The secondary clarifiers extend over the entire tar separator footprint, most of the relief holder footprint, and a portion of the distribution holder footprint. The bottom of the clarifier foundations slope from approximately 10.5 feet below ground surface (bgs) to approximately 23 feet bgs, indicating that the entire subsurface portion of these structures were completely removed. The analytical data from subsequent soil and groundwater sampling investigations support that there are likely no continuous or ongoing sources of impacted soils related to these former MGP structures. In 1985, a test pit sampling program was conducted as part of the design for a proposed fuel island installation at Niagara Mohawk's service center. Three soil samples were collected from the test pit area. Laboratory analysis indicated low levels of arsenic and selenium which fell within background concentrations for the Eastern United States. In November 1987, EPA conducted a preliminary site assessment at the "Hiawatha Gas Plant," consisting of a site visit and walk-around, but no environmental samples were obtained for analysis. The Site was the subject of a Preliminary Site Assessment (PSA) conducted between August 1995 and September 1998. The PSA characterized subsurface conditions and the nature and occurrence of chemical contaminants in the soil and groundwater at the Site, as well as near-shore sediments in Onondaga Lake. The study also included a fish and wildlife impact assessment and a preliminary risk assessment to evaluate potential exposure pathways of contaminants detected in soil and groundwater on-site. Interim remedial measures (IRMs) are conducted at sites when a source of contamination or exposure pathway can be effectively addressed before completion of the RI and feasibility study (RIFS). Concurrent with the RI activities at the Site, Onondaga County acquired the Niagara Mohawk property to construct an ammonia removal/stage II phosphorus facility. Work on this project began in September 2001. Preliminary results of the PSA and RI indicated that contaminant soils were located within the proposed limits of the excavation of the foundations for the facility. Based on the construction schedule required for the County's project, impacted soils in the construction zone required remediation (removal) before the RIFS for the Site could be completed. Therefore, the removal of these soils was performed as an IRM between September 2001 and May 2002. The IRM included the removal of soils beneath the footprint of the County's facility upgrade and the excavation of trenches for the 72-inch and 84-inch diameter force mains and other piping, such as public water, storm and sanitary sewers, and electric utilities. Soils were excavated to a depth of

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approximately 15 feet throughout the footprint and to a depth of approximately 20 feet in an area where stained soils and nonaqueous phase liquid (NAPL) lenses and globules were observed in deeper soil samples. More than 100 wood foundation pilings associated with former MGP structures were also removed from the main excavation during the IRM. Approximately 73,000 cubic yards (CY) of contaminated soil was excavated from the Site during the IRM. In February 2003, an additional 325 CY of impacted soil was excavated from the area located adjacent to the northeast corner of the IRM footprint when a water line was connected to the County's administration building. These soils were disposed at permitted soil waste disposal facilities. Between September 2001 and May 2002, approximately 85,000,000 gallons of impacted groundwater was extracted and treated in the on-site treatment unit prior to discharge under permit to the Metro STP. Dewatering operations continued through February 2003 during the construction phase of the Metro STP upgrade, resulting in the total extraction and treatment of more than 293,000,000 gallons of groundwater and associated groundwater. An RIFS was conducted to determine the nature and extent of the contamination at and emanating from the Site and to identify and evaluate remedial alternatives to address the contamination. The RI was conducted in phases between 2000 and 2006 to accommodate a court-mandated Onondaga County Metro STP expansion, culminating in the completion of an RI report in October 2006. An FS report was completed in October 2009. Potentially Responsible Parties (PRPs) (past or present owners and operators, waste generators, and haulers) may be legally liable for investigating and remediating contamination at Superfund sites. NYSDEC and National Grid/Niagara Mohawk (NiMo), a PRP, entered into multi-site Consent Orders on December 7, 1992 and on November 7, 2003. These Consent Orders obligate NiMo to investigate and implement a full remedial program for 21 former MGP sites across the State, including the Site. The State of New York, Onondaga County, and the City of Syracuse have jointly sponsored the preparation of a land-use master plan to guide future development of the Onondaga Lake area (Syracuse-Onondaga County Planning Agency, 1998). The primary objective of land-use planning efforts is to enhance the quality of the Onondaga Lake area for recreational and commercial uses. Anticipated recreational uses of the lake include fishing without consumption restrictions and swimming. In general, the southeast upland of the lake, which includes the Site and the primarily commercial and industrial areas around much of the rest of the lake is recreational, providing hiking and biking trails, picnicking, sports, and other recreational activities. The Site is located in an industrial area at the southeast end of Onondaga Lake. The MGP was located on the northern portion of property which is currently occupied by the Metro STP. Much of the property is covered with structures associated with the treatment plant, including clarifiers, aeration tanks and an ammonia and phosphorus removal facility. The remainder of the Site is primarily covered by driveways, paved parking lots, and a county maintenance building. The southern third of Onondaga Lake and the area at the mouth of the New York State Barge Canal are classified as Class C water. Onondaga Creek is also a Class C stream where it discharges into the Barge Canal. The Barge Canal upstream of the Site has been affected by several former petroleum bulk storage facilities and by combined sewer overflow discharges to Onondaga Creek. While fishing occurs, NYSDOH has a specific, restrictive consumption advisory for Onondaga Lake including its tributaries which warns against eating walleye (*Stizostedion vitreum*), largemouth bass (*Micropterus salmoides*), and smallmouth bass (*Micropterus dolomieu*) larger than 15 inches, with consumption of all other species limited to no more than once per month. The specific advisory also stipulates that infants, children under 15, and women of childbearing age should eat no fish from the lake and its tributaries. The more general, statewide advisory for the state's fresh waters advises that consumption be limited to no more than one meal per week. Onondaga Lake and the associated

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tributaries do not serve as potable-water sources. A Record of Decision (ROD) for the Niagara Mohawk (NiMo)-Hiawatha Boulevard-Syracuse Former MGP site, which is OUI3 (subsite) of the Onondaga Lake Superfund Site, was signed in March 2010. Geddes Brook Interim Remedial Measure Honeywell entered into a consent order with NYSDEC (Index No. DT-0003-01-09), effective April 16, 2002, to perform an Interim Remedial Measure (IRM) to address contaminated channel sediments and floodplain soils/sediments associated with lower Geddes Brook. The purpose of the IRM is to mitigate the potential risks to human health and ecological receptors identified during the preparation of the human health and ecological risk assessments, which were finalized in November 2001 and described in the Streamlined Risk Evaluation in Appendix A of the Geddes Brook IRM Engineering Evaluation/Cost Analysis (EE/CA). The risk assessments identified a number of contaminants of potential concern, including mercury and other metals, polycyclic aromatic hydrocarbons (PAH), polychlorinated hydrocarbons (PCHs), and polychlorinated Dibenz-p-Dioxin-Dibenzofurans (PCDD/PCDF). Unacceptable risks were identified for human consumption of fish and for all trophic levels in the environment, based on several lines of evidence. Affected media include lower Geddes Brook channel sediment, surface water, floodplain soil, and fish. The objectives of the Geddes Brook IRM are to: - Eliminate, to the extent practicable, within the scope of the IRM, the transport of mercury into Ninemile Creek from lower Geddes Brook channel sediments and floodplain soils/sediments. - Eliminate, to the extent practicable, within the scope of the IRM, potential impacts to human health and fish and wildlife resources associated with site related impacts. Pursuant to the consent order and the Environmental Protection Agency's (EPA) Guidance on Conducting Non-Time-Critical Removal Actions Under Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), an EE/CA was prepared to identify and evaluate alternatives for disposal of contaminated sediments and soils that will be generated from the implementation of the IRM. The Preliminary (50%) Design related to sediments and soils was submitted to the agencies on August 18, 2003 and was revised in accordance with agency comments dated December 23, 2003. Additional design documents are being prepared by Honeywell. Approximately 4,200 cubic yards (cy) or (3,200 cubic meters [m³]) of contaminated sediments will be removed from the channel as part of the Geddes Brook IRM. The estimated depths of sediment to be removed range from approximately 2 to 6 ft (0.6 to 1.8 m) and will result in the removal of sediments down to the underlying clay layer beneath lower Geddes Brook. Sediments will first be removed from the upstream portion of lower Geddes Brook at the confluence with the West Flume (which has been remediated) and removal will proceed downstream by section to reduce the potential for accumulating remediated areas. Sediments will also be removed from two 60-inch (1.5-m) culverts that channel lower Geddes Brook beneath the Conrail railroad tracks and an existing access road. The removal of sediments within these culverts will take place once upstream sediments and soils have been removed. In addition to sediment removal, contaminated layer to sediments and soils will be removed from the floodplain immediately adjacent to lower Geddes Brook. The estimated depths of floodplain soil/sediment will be excavated within the floodplain footprint down to an underlying clay layer that is typically 2 to 4 ft (0.6 to 1.2 m) below ground surface. The final depths of excavation will be determined during design of the IRM. The final design will include additional sampling to confirm the design areas. The bermed areas in the floodplain immediately adjacent to lower Geddes Brook, which are comprised of previously excavated contaminated sediments, will be removed. Remedial actions for the inactive utility berm that bisects the floodplain will be determined during design, and could include full or partial removal and covering with clean soil, and will consider habitat and public use. Stream and wetland restoration will follow the removal of sediments from lower Geddes Brook and from the adjacent floodplain. Restoration

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will include the relocation of the portion of the stream between the culvert and Ninemile Creek to the west in the remediated floodplain area, to provide sinuously, better connectivity with the floodplain, and ability for channel migration. The wetland restoration will consist of the establishment of wetland conditions at a generally lower topography than existing conditions so that a diverse emergent wetland can be established. In general, the wetland will be restored with approximately 11 (30 cm) of clean material. However, the actual depth may vary to allow for the establishment of variable microtopography and a diversity of wetland habitats. Channel and floodplain areas that undergo removal will be restored consistent with a restoration plan to be developed for the Geddes Brook IRM. The objective is to restore wetland areas disturbed by the removal of channel sediments and floodplain soils/sediments and to create wetlands in the current Geddes Brook channel. The total remediation/restoration area of this IRM is estimated to be about 16 acres (6.5 hectares). The remediation pursuant to this IRM is expected to remove nearly 100 percent of the mass of mercury within the remedial boundaries of the lower Geddes Brook IRM area (estimated to be about 1,000 pounds (450 kg)). Based on the EECOA, the selected disposal option for the approximately 87,000 cu yd (81,000 m³) of sediments and soils is on-site containment at Honeywell's Linden Chemicals and Plastics (LCP) Bridge Street subsite. LCP Bridge Street Subsite The LCP Bridge Street subsite, which includes the West Flume, was a source of mercury and other contaminants to Geddes Brook. Geddes Brook receives discharges from the West Flume, a drainage ditch that passes through the LCP Bridge Street facility. The remediation of the LCP Bridge Street subsite included the removal of contaminated sediments from the West Flume. The LCP Bridge Street subsite consists of 20 acres (8 hectare) of land used for various industrial activities (including a chlor-alkali production facility that operated from 1953 to 1986). The wastes from the LCP Bridge Street plant were discharged into the West Flume. A ROD was issued in September 2000. The buildings at the subsite were demolished as part of two IRMs. The LCP Bridge Street subsite remediation was substantially completed in 2007. The remediation included a temporary cap which will be replaced with a final cap following the placement of material from the remediation of Geddes Brook and Ninemile Creek, Solvay Wastebeds. The primary method of waste disposal at the Syracuse Works was to pump wastes to wastebeds located along the lake shore and along Ninemile Creek. The wastes, which were primarily made up of Solvay waste from the manufacturing of soda ash, were pumped in a slurry of about 5 percent solids. These solids settled out in the beds, and the remaining wastewater overflowed into the lake or Ninemile Creek. Wastebeds 1 through 15 are located along Ninemile Creek and were utilized as follows: - From the 1920s to 1944, Wastebeds 1 through 8 were used to dispose of Honeywell's wastes. The mouth of Ninemile Creek was re-routed to allow for the construction of these wastebeds. The ownership of Wastebeds 1 through 8 were subsequently transferred by Allied to New York State and Onondaga County. Groundwater from Wastebeds 1 through 8 discharges predominantly into Onondaga Lake. - From 1944 to 1986, wastes were disposed of in Wastebeds 9 through 11 and 12 through 15. Ninemile Creek was re-routed to allow for the construction of these wastebeds. Groundwater, leachate seeps, and surface water from Wastebeds 9 through 15 discharges to Ninemile Creek and serves as a migration pathway for wastebed constituents. - Other uses were as landfills for slag and wastewater treatment sludges from the Crucible Materials Corporation (a portion of Wastebed 5); for Metropolitan Syracuse Sewage Treatment Plant (Metro) sewage sludge disposal (portions of Wastebeds 5 and 12 through 15); and as sites for construction of parking lots for the New York State Fairgrounds (portions of Wastebeds 5, 7, and 8). In addition, I-690 and Route 695 were constructed over portions of Wastebeds 7 and 8. Honeywell is currently performing an RI/FS for Wastebeds 1 through 8 under the direction of NYSDEC. Closure of Wastebeds 9 through 15 is currently being evaluated by

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NYSDEC's Solid Waste Program. The sources and potential sources of contaminants influencing the Geddes Brook/Ninemile Creek site, including these wastebeds, are discussed in more detail below in the section entitled "Results of the Remedial Investigation." The State of New York, Onondaga County, and the City of Syracuse have jointly sponsored the preparation of a land-use master plan to guide future development of the Onondaga Lake area. The primary objective of land-use planning efforts is to enhance the quality of the Onondaga Lake area for recreational and commercial uses. Anticipated recreational uses of the lake and Geddes Brook/Ninemile Creek area include fishing without consumption restrictions and swimming. In general, the northwest upland of the lake, which includes the Geddes Brook/Ninemile Creek site area, is primarily residential, with interspersed urban structures and several undeveloped areas. Solvay wastebeds cover much of the western lakeshore and areas of the Site. Land around much of the lake is recreational, providing hiking and biking trails, picnicking, sports, and other recreational activities. Approximately the northern two-thirds of Onondaga Lake is classified by the State of New York as Class B water (best usages defined as "primary and secondary contact recreation and fishing. These waters shall be suitable for fish propagation and survival" [6 New York Rules and Regulations (NYCRR) Part 701.7]). The southern third of Onondaga Lake and the area at the mouth of Ninemile Creek are classified as Class C water (best usage defined as "fishing. These waters shall be suitable for fish propagation and survival. The water quality shall be suitable for primary and secondary contact recreation, although other factors may limit the use for these purposes" [6 NYCRR Part 701.8]). Ninemile Creek is a Class C stream below the former Honeywell water intake and C(T) upstream. Geddes Brook is a Class C stream below the Old Erie Canal and C(T) upstream. No permitted swimming beaches or sanctioned swimming areas exist at the Geddes Brook/Ninemile Creek site. Fishing occurs, but the New York State Department of Health (NYSDOH) has a specific, restrictive, consumption advisory for Onondaga Lake including its tributaries which warns against eating walleye (*Stizostedion vitreum*), largemouth bass (*Micropterus salmoides*), and smallmouth bass (*Micropterus dolomieu*) larger than 15 inches, with consumption of all other species limited to no more than once per month. The specific advisory also stipulates that infants, children under 15, and women of childbearing age should eat no fish from the lake and its tributaries. The more general, statewide advisory for the state's fresh waters advises that consumption be limited to no more than one meal per week. Onondaga Lake and the associated tributaries do not serve as potable-water sources. A ROD addressing Operable Unit 20 (Geddes Brook/Ninemile Creek Site) was completed in April 2009. Operable Unit 24: On June 23, 1989, the Onondaga Lake site was added to the New York State Registry of Inactive Hazardous Waste disposal sites. On December 16, 1994, Onondaga Lake and its tributaries and the upland hazardous waste sites which have contributed or are ongoing contamination to the lake (sub-sites) were added to EPA's National Priority List (NPL). This NPL listing means that the lake system is among the nation's highest priorities for remedial evaluation and response under the federal Superfund law for sites where there have been a release of hazardous substances, pollutants, or contaminants. Geddes Brook and Ninemile Creek are located south of Onondaga Lake. Ninemile Creek, a Class C stream below the former Honeywell water intake and a class C and trout stream upstream, originates at Otisco Lake and flows approximately 16 mile (mi) (26 kilometer [km]) northeast to its mouth at Onondaga Lake. Ninemile Creek receives surface inflow from Beaver Meadow Brook and Geddes Brook at approximately 2.6 mi (4.5 km) and 1.3 mi (2.1 km), respectively, upstream from Onondaga Lake. Between Ambury Dam and Onondaga Lake, Ninemile Creek flows adjacent to Solvay Wastebeds 1 through 8, 9 through 11, and 12 through 15. During the time that Honeywell utilized the Solvay process for the production of soda ash (1881 to 1986), wastes from this process were

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disposed of in numerous wastebeds along the lake and Ninemile Creek. Wastebeds 1 through 8 were used until 1944 and Wastebeds 9 through 15 were used from 1944 until 1986. Upstream of the dam, Ninemile Creek flows through woodlands, farmlands, and some light industrial/commercial areas. Ground surface elevations range from approximately 400 ft (122 m) above mean sea level (AMSL) at the most upstream section of Ninemile Creek addressed in this study, to approximately 363 ft (111 m) AMSL where the stream enters Onondaga Lake. The Geddes Brook/Ninemile Creek site is defined as the channel sediments, floodplain soils/sediments, and surface water of Geddes Brook and Ninemile Creek that have been impacted or have the potential to be impacted by the disposal of hazardous and industrial wastes by Honeywell. This definition was based on the understanding at the time of the remedial investigation and feasibility study (RI/FS) work plan (1998) that contaminants from Honeywell sites (e.g., Linden Chemicals and Plastics (LCP) Bridge Street, Solvay Wastebeds) were directed (directly or indirectly) to Geddes Brook and Ninemile Creek, where they settled into the stream beds, banks, and floodplains. This Record of Decision (ROD) focuses only on the Operable Unit (OU) 2 (referred to as OU24 by EPA) portion of the Geddes Brook/Ninemile Creek site (lower Ninemile Creek channel sediments, surface water, and floodplain soils and sediments). The stretch of Ninemile Creek downstream of the area just above the confluence with Geddes Brook has been designated as "lower Ninemile Creek," which has been further subdivided into three reaches (AB, BC, and CD). This section summarizes the industrial pollution of Geddes Brook/Ninemile Creek and key historical information regarding Honeywell International and its predecessor companies' manufacturing operations (e.g., Allied Chemical Corporation), and is based on the RI/FS reports. "Honeywell" is used throughout this ROD to refer to Honeywell International, Inc. and its predecessor companies. Honeywell has been named a PRP as a major contributor of contamination to this Site and Onondaga Lake. Honeywell consented to investigate this Site and the lake pursuant to the terms of a Consent Decree. The availability of natural deposits of salt and limestone in greater Onondaga County was the primary reason for locating the Solvay Process Company in Solvay, New York. Founded in 1881, the company initially used brine collected locally, but, in 1889, it started utilizing the salt formations in the Tully Valley about 40 mi (65 km) away. The Solvay Process Company used the ammonia soda process (subsequently known as the Solvay Process) to produce soda ash, a product used to manufacture neutralizing agents, detergent, industrial chemicals, and glass. Honeywell subsequently expanded its operation to three locations - the Main Plant, the Willis Avenue plant, and the Bridge Street plant - which were collectively known as the Syracuse Works. These processes resulted in releases of mercury as well as organic contamination and Solvay Waste. The Main Plant at the Syracuse Works manufactured soda ash and related products from 1884 to 1986 and benzene, toluene, xylenes, and naphthalene from 1917 to 1970. The Willis Avenue plant manufactured chlorinated benzenes and chlor-alkali products from 1918 to 1977. Chlor-alkali production by the diaphragm cell process was in operation at the Willis Avenue plant from 1918 until 1977. The mercury cell process was used at the Willis Avenue plant for chlor-alkali production from approximately 1947 (or possibly earlier) until 1977. Starting in 1953, the Bridge Street plant produced chlor-alkali products, as well as hydrogen peroxide, using the mercury cell electrolytic process. Diaphragm cells were added to the Bridge Street operation in 1968. The plant was sold to LCP of New York in 1979 and operated until 1988. Pursuant to the 1992 Consent Decree noted above, Honeywell commenced a Remedial Investigation/Feasibility Study (RI/FS) associated with the Geddes Brook/Ninemile Creek site. After the completion of a draft FS report, it was determined that additional investigation was necessary. Additional investigative work was conducted by Honeywell in 2007 and 2008 and a

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Supplemental FS report for OU1 was completed in November 2008 and a Supplemental FS report for OU2 was completed in May 2009. The LCP Bridge Street subsite, which includes the West Flume, was a source of mercury and other contaminants to Geddes Brook. Geddes Brook receives discharges from the West Flume, a drainage ditch that passes through the LCP Bridge Street facility. The remediation of the LCP Bridge Street subsite included the removal of contaminated sediments from the West Flume. The LCP Bridge Street subsite consists of 20 acres (8 hectare) of land used for various industrial activities (including a chlor-alkali production facility that operated from 1953 to 1986). The wastes from the LCP Bridge Street plant were discharged into the West Flume. A ROD was issued in September 2000 to address the LCP Bridge Street subsite. The buildings at the subsite were demolished as part of two Interim Remedial Measures (IRMs). The LCP Bridge Street subsite remediation was substantially completed in 2007. This effort included the construction of a temporary cap which will be replaced with a final cap following the placement of material from the remediation of Geddes Brook and possibly Ninemile Creek. The primary method of waste disposal at the Syracuse Works was to pump wastes to wastebeds located along the lake shore and along Ninemile Creek. The wastes, which were primarily made up of Solvay waste from the manufacturing of soda ash, were pumped in a slurry of about 5 percent solids. These solids settled out in the beds, and the remaining wastewater overflowed into the lake or Ninemile Creek. Wastebeds 1 through 15 are located along Ninemile Creek and were utilized as follows: -From the 1920s to 1944, Wastebeds 1 through 8 were used to dispose of Honeywell's wastes. The mouth of Ninemile Creek was re-routed to allow for the construction of these wastebeds. The ownership of Wastebeds 1 through 8 was subsequently transferred by Allied to New York State and Onondaga County. Groundwater from Wastebeds 1 through 8 discharges predominantly into Onondaga Lake. -From 1944 to 1986, wastes were disposed of in Wastebeds 9 through 11 and 12 through 15. Ninemile Creek was re-routed to allow for the construction of these wastebeds. Groundwater, leachate seeps, and surface water from Wastebeds 9 through 15 discharges to Ninemile Creek and serves as a migration pathway for wastebed constituents. -Other uses were as landfills for slag and wastewater treatment sludges from the Crucible Materials Corporation (a portion of Wastebed 5); for Metropolitan Syracuse Sewage Treatment Plant (Metro) sewage sludge disposal (portions of Wastebeds 5 and 12 through 15); and as sites for construction of parking lots for the New York State Fairgrounds (portions of Wastebeds 5, 7, and 8). In addition, I-690 and Route 695 were constructed over portions of Wastebeds 7 and 8. Honeywell is currently performing an RI/FS for Wastebeds 1 through 8 under the direction of New York State Department of Environmental Conservation (NYSDEC). Closure of Wastebeds 9 through 15 is currently being evaluated by NYSDEC's Solid Waste Program. The sources and potential sources of contaminants influencing the Site, including these wastebeds, are discussed in more detail below in the section entitled "Results of the Remedial Investigation." The primary objective of this response action is to address the risks to human health and the environment due to mercury and other chemical parameters of interest in the contaminated channel sediments, surface water, and floodplain soils/sediments within Reach AB of lower Ninemile Creek. A Record of Decision for Operable Unit 24 of the Onondaga Lake Site was completed in October 2009.

CERCLIS Assessment History:

Action Code:	001
Action:	DISCOVERY
Date Started:	/ /
Date Completed:	04/23/89
Priority Level:	Not reported
Operable Unit:	SITEWIDE

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Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 005
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: / /
 Date Completed: 06/26/89
 Priority Level: Not reported
 Operable Unit: SEMET RESIDUE PONDS SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 007
 Action: CONSENT DECREE
 Date Started: / /
 Date Completed: 06/26/89
 Priority Level: Not reported
 Operable Unit: SEMET RESIDUE PONDS SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: SITE INSPECTION
 Date Started: 04/15/90
 Date Completed: 04/22/90
 Priority Level: Higher priority for further assessment
 Operable Unit: SITEWIDE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: PRELIMINARY ASSESSMENT
 Date Started: 04/15/90
 Date Completed: 04/22/90
 Priority Level: Higher priority for further assessment
 Operable Unit: SITEWIDE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 006
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 08/03/87

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Date Completed: 08/10/90
 Priority Level: Not reported
 Operable Unit: WILLIS AVE. SUBSITE CB CONTAM.
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: STATE ORDER
 Date Started: / /
 Date Completed: 08/10/90
 Priority Level: Not reported
 Operable Unit: WILLIS AVE. SUBSITE CB CONTAM.
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 003
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 06/27/89
 Date Completed: 03/16/92
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 003
 Action: CONSENT DECREE
 Date Started: / /
 Date Completed: 03/16/92
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: / /
 Date Completed: 03/16/92
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: State Enforcement
 Planning Status: Alternate
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

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Action Code: 001
 Action: HAZARD RANKING SYSTEM PACKAGE
 Date Started: / /
 Date Completed: 09/29/92
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: PROPOSAL TO NATIONAL PRIORITIES LIST
 Date Started: / /
 Date Completed: 05/10/93
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: FINAL LISTING ON NATIONAL PRIORITIES LIST
 Date Started: / /
 Date Completed: 12/16/94
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 005
 Action: CONSENT DECREE
 Date Started: / /
 Date Completed: 10/20/95
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 004
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: / /
 Date Completed: 10/20/95
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported

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Action Anomaly: Not reported

Action Code: 016
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 04/09/96
 Date Completed: 09/27/97
 Priority Level: Not reported
 Operable Unit: GENERAL MOTORS INLAND FISHER
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 004
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 09/27/97
 Priority Level: Not reported
 Operable Unit: GENERAL MOTORS INLAND FISHER
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 009
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 06/23/97
 Date Completed: 11/11/97
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 003
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 11/11/97
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 020
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: / /
 Date Completed: 01/22/98
 Priority Level: Not reported
 Operable Unit: SITEWIDE RESPONSE

ONONDAGA LAKE (Continued)

1000481580

Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: POTENTIALLY RESPONSIBLE PARTY FEASIBILITY STUDY
 Date Started: 10/01/93
 Date Completed: 02/09/98
 Priority Level: Not reported
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 008
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 02/09/98
 Priority Level: Not reported
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 007
 Action: REMEDIAL DESIGN/REMEDIAL ACTION NEGOTIATIONS
 Date Started: 06/23/97
 Date Completed: 07/15/99
 Priority Level: Not reported
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 008
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 02/09/98
 Date Completed: 07/15/99
 Priority Level: Not reported
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 006
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 07/15/99

ONONDAGA LAKE (Continued)

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Priority Level: Not reported
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 013
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 03/08/99
 Date Completed: 09/29/99
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - HIAWATHA BLV
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 014
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 11/18/98
 Date Completed: 11/08/99
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - ERIE BLVD
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 008
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 06/23/97
 Date Completed: 01/25/00
 Priority Level: Not reported
 Operable Unit: MAESTRI II SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 01/25/00
 Priority Level: Not reported
 Operable Unit: MAESTRI II SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 003

ONONDAGA LAKE (Continued)

1000481580

Action Code: 004
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 10/20/95
 Date Completed: 09/29/00
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 004
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 09/29/00
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: State, with EPA Concurrence
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 007
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 07/15/99
 Date Completed: 09/28/01
 Priority Level: Final RA Report
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: PRP Response Under State
 Planning Status: Primary
 Urgency Indicator: Long Term Action
 Action Anomaly: Not reported

Action Code: 004
 Action: REMEDIAL DESIGN/REMEDIAL ACTION NEGOTIATIONS
 Date Started: 01/22/01
 Date Completed: 03/21/02
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 008
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 03/21/02
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

ONONDAGA LAKE (Continued)

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Action Code: 004
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 05/26/99
 Date Completed: 03/28/02
 Priority Level: Not reported
 Operable Unit: SEMET RESIDUE PONDS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 005
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 03/28/02
 Priority Level: Not reported
 Operable Unit: SEMET RESIDUE PONDS SUBSITE
 Primary Responsibility: State, with EPA Concurrence
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 017
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 02/28/01
 Date Completed: 05/24/02
 Priority Level: Not reported
 Operable Unit: LCP/NAKOH
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 007
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 05/24/02
 Priority Level: Not reported
 Operable Unit: LCP/NAKOH
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: NEGOTIATION (GENERIC)
 Date Started: 10/03/01
 Date Completed: 07/22/02
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: State Enforcement
 Planning Status: Not reported

ONONDAGA LAKE (Continued)

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Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 012
Action: ADMINISTRATIVE ORDER ON CONSENT
Date Started: / /
Date Completed: 07/22/02
Priority Level: Not reported
Operable Unit: GEDDES BROOK/NINEMILE CREEK
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 019
Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
Date Started: 03/12/02
Date Completed: 11/01/02
Priority Level: Not reported
Operable Unit: WILLIS AVENUE BALLFIELD
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 018
Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
Date Started: 11/28/01
Date Completed: 11/08/02
Priority Level: Not reported
Operable Unit: HARBOR BROOK/WASTEBED B
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 007
Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
Date Started: 01/25/00
Date Completed: 04/17/03
Priority Level: Not reported
Operable Unit: MAESTRI II SUBSITE
Primary Responsibility: PRP Response Under State
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Other Completion Anomaly

Action Code: 002
Action: PRELIMINARY ASSESSMENT
Date Started: 10/25/01
Date Completed: 08/26/03
Priority Level: Not reported

ONONDAGA LAKE (Continued)

1000481580

Operable Unit: CRUCIBLE LAKE PUMP STATION
Primary Responsibility: State, Fund Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: NEGOTIATION (GENERIC)
Date Started: 11/18/03
Date Completed: 01/22/04
Priority Level: Not reported
Operable Unit: SEMET RESIDUE PONDS SUBSITE
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 010
Action: ADMINISTRATIVE ORDER ON CONSENT
Date Started: / /
Date Completed: 01/22/04
Priority Level: Not reported
Operable Unit: SEMET RESIDUE PONDS SUBSITE
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 007
Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
Date Started: 08/23/01
Date Completed: 09/30/04
Priority Level: Not reported
Operable Unit: LCP BRIDGE STREET SUBSITE
Primary Responsibility: PRP Response Under State
Planning Status: Primary
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 002
Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
Date Started: 03/16/92
Date Completed: 07/01/05
Priority Level: Not reported
Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
Primary Responsibility: PRP Response Under State
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: FEASIBILITY STUDY
Date Started: 09/23/03

ONONDAGA LAKE (Continued)

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Date Completed: 07/01/05
Priority Level: Not reported
Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
Primary Responsibility: State, Fund Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Other Start Anomaly

Action Code: 003
Action: RECORD OF DECISION
Date Started: / /
Date Completed: 07/01/05
Priority Level: Not reported
Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
Primary Responsibility: State, with EPA Concurrence
Planning Status: Primary
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 002
Action: REMEDIAL DESIGN/REMEDIAL ACTION NEGOTIATIONS
Date Started: 01/05/06
Date Completed: 10/11/06
Priority Level: Not reported
Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: Explanation Of Significant Differences
Date Started: / /
Date Completed: 12/14/06
Priority Level: Not reported
Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 004
Action: CONSENT DECREE
Date Started: 10/11/06
Date Completed: 01/04/07
Priority Level: Not reported
Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001

ONONDAGA LAKE (Continued)

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Action: FIVE-YEAR REVIEW
Date Started: 04/17/06
Date Completed: 01/30/07
Priority Level: Not reported
Operable Unit: LEY CREEK PCB DREDGINGS SUBSIT
Primary Responsibility: EPA Fund-Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 008
Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
Date Started: 11/11/97
Date Completed: 03/29/07
Priority Level: Not reported
Operable Unit: SALINA LANDFILL SUBSITE
Primary Responsibility: PRP Response Under State
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 010
Action: RECORD OF DECISION
Date Started: / /
Date Completed: 03/29/07
Priority Level: Not reported
Operable Unit: SALINA LANDFILL SUBSITE
Primary Responsibility: State, with EPA Concurrence
Planning Status: Primary
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 004
Action: PRELIMINARY ASSESSMENT
Date Started: 05/14/04
Date Completed: 07/05/07
Priority Level: Not reported
Operable Unit: CROUSE/HINDS LANDFILL
Primary Responsibility: State, Fund Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION
Date Started: 09/27/00
Date Completed: 10/02/08
Priority Level: Not reported
Operable Unit: SITEWIDE
Primary Responsibility: PRP Response Under State
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

ONONDAGA LAKE (Continued)

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Action Code: 003
 Action: TECHNICAL ASSISTANCE
 Date Started: 09/30/00
 Date Completed: 10/02/08
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: TECHNICAL ASSISTANCE
 Date Started: 09/30/00
 Date Completed: 10/02/08
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: TECHNICAL ASSISTANCE
 Date Started: 09/30/00
 Date Completed: 10/02/08
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: STATE SUPPORT AGENCY COOPERATIVE AGREEMENT
 Date Started: 10/01/93
 Date Completed: 10/16/08
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 019
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 01/22/98
 Date Completed: 04/29/09
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

ONONDAGA LAKE (Continued)

1000481580

Action Code: 001
 Action: ENGINEERING EVALUATION/COST ANALYSIS
 Date Started: 07/22/02
 Date Completed: 04/29/09
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 017
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 04/29/09
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: State, with EPA Concurrence
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 021
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 07/06/07
 Date Completed: 09/18/09
 Priority Level: Not reported
 Operable Unit: OLD LEY CREEK CHANNEL
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 024
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 01/22/98
 Date Completed: 10/01/09
 Priority Level: Not reported
 Operable Unit: LOWER NINEMILE CR REACHES A-B
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 019
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 10/01/09
 Priority Level: Not reported
 Operable Unit: LOWER NINEMILE CR REACHES A-B
 Primary Responsibility: State, with EPA Concurrence
 Planning Status: Not reported

ONONDAGA LAKE (Continued)

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Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 005
 Action: FIVE-YEAR REVIEW
 Date Started: 06/30/09
 Date Completed: 10/08/09
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: CLAIM IN BANKRUPTCY PROCEEDING
 Date Started: / /
 Date Completed: 11/24/09
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 014
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 10/20/04
 Date Completed: 12/04/09
 Priority Level: Not reported
 Operable Unit: SEMET RESIDUE PONDS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 013
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 09/29/99
 Date Completed: 03/31/10
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - HIAWATHA BLV
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 014
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 03/31/10
 Priority Level: Not reported

ONONDAGA LAKE (Continued)

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Operable Unit: NIAGARA MOHAWK - HIAWATHA BLV
 Primary Responsibility: State, with EPA Concurrence
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 022
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 10/30/09
 Date Completed: 06/02/10
 Priority Level: Not reported
 Operable Unit: LOWER LEY CREEK
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 010
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 07/10/07
 Date Completed: 08/12/10
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: RECORD OF DECISION AMENDMENT
 Date Started: / /
 Date Completed: 09/30/10
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 012
 Action: REMEDIAL DESIGN/REMEDIAL ACTION NEGOTIATIONS
 Date Started: 12/15/09
 Date Completed: 12/31/10
 Priority Level: Not reported
 Operable Unit: LOWER NINEMILE CR REACHES A-B
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 009
 Action: REMEDIAL DESIGN/REMEDIAL ACTION NEGOTIATIONS

ONONDAGA LAKE (Continued)

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Action Code: 008
Action: CONSENT DECREE
Date Started: / /
Date Completed: 12/31/10
Priority Level: Not reported
Operable Unit: GEDDES BROOK/NINEMILE CREEK
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 009
Action: CONSENT DECREE
Date Started: / /
Date Completed: 12/31/10
Priority Level: Not reported
Operable Unit: GEDDES BROOK/NINEMILE CREEK
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: CLAIM IN BANKRUPTCY PROCEEDING
Date Started: 10/23/09
Date Completed: 02/24/11
Priority Level: Not reported
Operable Unit: SITEWIDE
Primary Responsibility: Federal Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 006
Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
Date Started: 01/04/07
Date Completed: 04/25/11
Priority Level: Not reported
Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
Primary Responsibility: PRP Response Under State
Planning Status: Primary
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 006
Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
Date Started: 01/04/07
Date Completed: 04/25/11
Priority Level: Not reported
Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
Primary Responsibility: PRP Response Under State
Planning Status: Primary
Urgency Indicator: Not reported
Action Anomaly: Not reported

ONONDAGA LAKE (Continued)

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Action Code: 002
Action: ENGINEERING EVALUATION/COST ANALYSIS
Date Started: 03/09/07
Date Completed: 05/12/11
Priority Level: Not reported
Operable Unit: HARBOR BROOK/WASTEBED B
Primary Responsibility: PRP Response Under State
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 004
Action: ENGINEERING EVALUATION/COST ANALYSIS
Date Started: 06/07/07
Date Completed: 08/10/11
Priority Level: Not reported
Operable Unit: WASTEBEDS 1-8
Primary Responsibility: PRP Response Under State
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: FORWARD PLANNING
Date Started: / /
Date Completed: 08/19/11
Priority Level: Not reported
Operable Unit: SITEWIDE
Primary Responsibility: EPA Fund-Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: FORWARD PLANNING ACTIVITY/MANAGEMENT ASSISTANCE
Date Started: / /
Date Completed: 08/19/11
Priority Level: Not reported
Operable Unit: SITEWIDE
Primary Responsibility: EPA Fund-Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 023
Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
Date Started: 01/04/07
Date Completed: 09/21/11
Priority Level: Not reported
Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
Primary Responsibility: PRP Response Under State
Planning Status: Not reported
Urgency Indicator: Not reported

ONONDAGA LAKE (Continued)

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Action Anomaly: Not reported

Action Code: 016
Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
Date Started: 04/01/10
Date Completed: 09/28/11
Priority Level: Not reported
Operable Unit: NIAGARA MOHAWK - HIWATHA BLV
Primary Responsibility: PRP Response Under State
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 002
Action: FIVE-YEAR REVIEW
Date Started: 04/14/11
Date Completed: 01/17/12
Priority Level: Not reported
Operable Unit: LEY CREEK PCB DREDGINGS SUBSIT
Primary Responsibility: EPA Fund-Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 003
Action: ENGINEERING EVALUATION/COST ANALYSIS
Date Started: 02/17/09
Date Completed: 03/30/12
Priority Level: Not reported
Operable Unit: HARBOR BROOK/WASTEBED B
Primary Responsibility: PRP Response Under State
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 002
Action: Lodged By DOJ
Date Started: / /
Date Completed: 04/30/12
Priority Level: Not reported
Operable Unit: LOWER LEY CREEK
Primary Responsibility: Federal Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: Lodged By DOJ
Date Started: / /
Date Completed: 04/30/12
Priority Level: Not reported
Operable Unit: LOWER LEY CREEK
Primary Responsibility: Federal Enforcement

ONONDAGA LAKE (Continued)

1000481580

Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 022
Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
Date Started: 01/04/07
Date Completed: 05/08/12
Priority Level: Not reported
Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
Primary Responsibility: PRP Response Under State
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 002
Action: FORWARD PLANNING ACTIVITY/MANAGEMENT ASSISTANCE
Date Started: / /
Date Completed: 06/28/12
Priority Level: Not reported
Operable Unit: SITEWIDE
Primary Responsibility: EPA Fund-Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 006
Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
Date Started: 09/30/04
Date Completed: 11/13/12
Priority Level: Final RA Report
Operable Unit: LCP BRIDGE STREET SUBSITE
Primary Responsibility: PRP Response Under State
Planning Status: Primary
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 002
Action: Explanation Of Significant Differences
Date Started: / /
Date Completed: 09/12/13
Priority Level: Not reported
Operable Unit: GEDDES BROOK/NINEMILE CREEK
Primary Responsibility: State, with EPA Concurrence
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 012
Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
Date Started: 12/31/10
Date Completed: 09/13/13

ONONDAGA LAKE (Continued)

1000481580

Priority Level: Not reported
 Operable Unit: GEODES BROOK/NINEMILE CREEK
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 019
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 12/31/10
 Date Completed: 09/13/13
 Priority Level: Not reported
 Operable Unit: LOWER NINEMILE CR REACHES A-B
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 015
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 09/29/11
 Date Completed: 09/27/13
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - HIAWATHA BLV
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 005
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 08/10/90
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: WILLIS AVE. SUBSITE CB CONTAM.
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 09/30/94
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SITEMIDE RESPONSE
 Primary Responsibility: PRP Response Under State
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001

ONONDAGA LAKE (Continued)

1000481580

Action: COMBINED REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 09/30/94
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SITEMIDE RESPONSE
 Primary Responsibility: State, Fund Financed
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Phased Start & Completion

Action Code: 001
 Action: TECHNICAL ASSISTANCE GRANT
 Date Started: 09/29/95
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SITEMIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 027
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 09/27/97
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: GENERAL MOTORS INLAND FISHER
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 009
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 09/27/97
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: GENERAL MOTORS INLAND FISHER
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 014
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 11/08/99
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - ERIE BLVD
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Other Completion Anomaly

ONONDAGA LAKE (Continued)

1000481580

Action Code: 016
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 05/24/02
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: LCP/NAKOH
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Other Completion Anomaly

Action Code: 017
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 11/01/02
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: WILLIS AVENUE BALLFIELD
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 018
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 11/08/02
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: HARBOR BROOK/WASTEBED B
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 019
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 09/30/04
 Date Completed: / /
 Priority Level: Final RA Report
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 021
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 10/04/05
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: WASTEBEDS 1-8

ONONDAGA LAKE (Continued)

1000481580

Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 025
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 07/10/07
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 004
 Action: TECHNICAL ASSISTANCE
 Date Started: 01/30/08
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SITEMIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: COMBINED REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 10/27/09
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: LOWER LEY CREEK
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Original Action Take Over

Action Code: 013
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 12/04/09
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SEMET RESIDUE PONDS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 026
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 03/16/10
 Date Completed: / /

ONONDAGA LAKE (Continued)

1000481580

Priority Level: Not reported
 Operable Unit: AMERICAN BAG AND METAL
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 026
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 04/01/10
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - HIAWATHA BLV
 Primary Responsibility: Responsible Party
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 009
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 08/12/10
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 005
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 04/25/11
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: POTENTIALLY RESPONSIBLE PARTY REMOVAL
 Date Started: 04/25/11
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: PRP Response Under State
 Planning Status: Approved
 Urgency Indicator: Non-Time Critical
 Action Anomaly: Not reported

Action Code: 023

ONONDAGA LAKE (Continued)

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Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 09/21/11
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 022
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 05/08/12
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 018
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 09/13/13
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: LOWER NINEMILE CR REACHES A-B
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 011
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 09/13/13
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Federal Register Details:
 Fed Register Date: 12/16/94
 Fed Register Volume: 59
 Page Number: 65206

Fed Register Date: 05/10/93
 Fed Register Volume: 58
 Page Number: 27507

ONONDAGA LAKE (Continued)

1000481580

US ENG CONTROLS:
 EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Actual Date: 09/30/2010
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 001
 Action Name: Explanation Of Significant Differences
 Action Completion date: 12/14/2006
 Operable Unit: 02
 Contaminated Media : Free-phase NAPL
 Engineering Control: Free Product Recovery
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 003
 Action Name: RECORD OF DECISION
 Action Completion date: 07/01/2005
 Operable Unit: 02
 Contaminated Media : Sediment
 Engineering Control: Cap
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 003
 Action Name: RECORD OF DECISION
 Action Completion date: 07/01/2005
 Operable Unit: 02
 Contaminated Media : Sediment
 Engineering Control: Disposal
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 003
 Action Name: RECORD OF DECISION
 Action Completion date: 07/01/2005
 Operable Unit: 02
 Contaminated Media : Sediment
 Engineering Control: Excavation
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported

ONONDAGA LAKE (Continued)

1000481580

Longitude: Not reported

Action ID: 003
 Action Name: RECORD OF DECISION
 Action Completion date: 07/01/2005
 Operable Unit: 02
 Contaminated Media : Sediment
 Engineering Control: Monitoring
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 003
 Action Name: RECORD OF DECISION
 Action Completion date: 07/01/2005
 Operable Unit: 02
 Contaminated Media : Natural Attenuation
 Engineering Control: Not reported
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 003
 Action Name: RECORD OF DECISION
 Action Completion date: 07/01/2005
 Operable Unit: 02
 Contaminated Media : Sediment
 Engineering Control: Treatment, (N.O.S.)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 004
 Action Name: RECORD OF DECISION
 Action Completion date: 09/29/2000
 Operable Unit: 05
 Contaminated Media : Groundwater
 Engineering Control: Containment, (N.O.S.)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 004
 Action Name: RECORD OF DECISION
 Action Completion date: 09/29/2000
 Operable Unit: 05
 Contaminated Media : Groundwater
 Engineering Control: Hydraulic Control
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

ONONDAGA LAKE (Continued)

1000481580

Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 010
 Action Name: RECORD OF DECISION
 Action Completion date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Soil
 Engineering Control: Disposal
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 010
 Action Name: RECORD OF DECISION
 Action Completion date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Soil
 Engineering Control: Excavation
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 010
 Action Name: RECORD OF DECISION
 Action Completion date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Surface Water
 Engineering Control: Engineering Control, (N.O.S.)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 010
 Action Name: RECORD OF DECISION
 Action Completion date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Surface Water
 Engineering Control: Monitoring
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Groundwater
 Engineering Control: Enhanced In-Situ Bioremediation: Oxygen Addition
 Contact Name: Not reported
 Contact Phone and Ext: Not reported

ONONDAGA LAKE (Continued)

1000481580

Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Groundwater
 Engineering Control: Monitoring
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Cap
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Component Separation, (N.O.S.)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Disposal
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Excavation
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

ONONDAGA LAKE (Continued)

1000481580

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Recycling
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Revegetation
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Soil Cover
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Solidification/Stabilization (In-Situ)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Storage - Temporary
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 017
 Action Name: RECORD OF DECISION

ONONDAGA LAKE (Continued)

1000481580

Action Completion date: 04/29/2009
 Operable Unit: 20
 Contaminated Media : Fish Tissue
 Engineering Control: No Action
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 017
 Action Name: RECORD OF DECISION
 Action Completion date: 04/29/2009
 Operable Unit: 20
 Contaminated Media : Sediment
 Engineering Control: Consolidate
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 017
 Action Name: RECORD OF DECISION
 Action Completion date: 04/29/2009
 Operable Unit: 20
 Contaminated Media : Sediment
 Engineering Control: Disposal
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 017
 Action Name: RECORD OF DECISION
 Action Completion date: 04/29/2009
 Operable Unit: 20
 Contaminated Media : Sediment
 Engineering Control: Dredging
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 017
 Action Name: RECORD OF DECISION
 Action Completion date: 04/29/2009
 Operable Unit: 20
 Contaminated Media : Sediment
 Engineering Control: Excavation
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 017
 Action Name: RECORD OF DECISION
 Action Completion date: 04/29/2009
 Operable Unit: 20

ONONDAGA LAKE (Continued)

1000481580

Action ID: 002
 Action Name: ROD Amendment
 Action Completion date: 09/30/2010
 Operable Unit: 08
 Contaminated Media : Solid Waste
 Engineering Control: Non-fundamental change (ESD)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

US INST CONTROL:

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209
 EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Deed Notices
 Actual Date: 07/01/2005
 Complet. Date: 07/31/2005
 Operable Unit: 02
 Contaminated Media : Sediment
 Contact Name : Not reported
 Contact Phone and Ext: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209
 EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Covenant
 Actual Date: 03/31/2002
 Complet. Date: 03/28/2002
 Operable Unit: 05
 Contaminated Media : Groundwater
 Contact Name : Not reported
 Contact Phone and Ext: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

ONONDAGA LAKE (Continued)

1000481580

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Access Restriction, Fencing
 Actual Date: 03/31/1998
 Complet. Date: 02/09/1998
 Operable Unit: 10
 Contaminated Media : Soil
 Contact Name : Not reported
 Contact Phone and Ext: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209
 EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Deed Restriction
 Actual Date: 03/31/1998
 Complet. Date: 02/09/1998
 Operable Unit: 10
 Contaminated Media : Soil
 Contact Name : Not reported
 Contact Phone and Ext: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209
 EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Covenant
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Groundwater
 Contact Name : Not reported
 Contact Phone and Ext: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

ONONDAGA LAKE (Continued)

1000481580

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Easement
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Groundwater
 Contact Name : Not reported
 Contact Phone and Ext: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209
 EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Groundwater use/well drilling regulation
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Groundwater
 Contact Name : Not reported
 Contact Phone and Ext: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209
 EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Zoning regulation
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Leachate
 Contact Name : Not reported
 Contact Phone and Ext: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

ONONDAGA LAKE (Continued)

1000481580

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Covenant
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Sediment
 Contact Name : Not reported
 Contact Phone and Ext: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209
 EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Easement
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Sediment
 Contact Name : Not reported
 Contact Phone and Ext: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209
 EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Zoning regulation
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Sediment
 Contact Name : Not reported
 Contact Phone and Ext: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

ONONDAGA LAKE (Continued)

1000481580

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Covenant
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Soil
 Contact Name : Not reported
 Contact Phone and Ext.: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Easement
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Soil
 Contact Name : Not reported
 Contact Phone and Ext.: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Zoning regulation
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Soil
 Contact Name : Not reported
 Contact Phone and Ext.: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

ONONDAGA LAKE (Continued)

1000481580

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Easement
 Actual Date: 03/31/2010
 Complet. Date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Groundwater
 Contact Name : Not reported
 Contact Phone and Ext.: Not reported
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Easement
 Actual Date: 03/31/2010
 Complet. Date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Contact Name : Not reported
 Contact Phone and Ext.: Not reported
 Latitude : Not reported
 Longitude : Not reported

SPILLS:
 Facility ID: 9204497
 Facility Type: ER
 DER Facility ID: 186713
 Site ID: 226198
 DEC Region: 7
 Spill Date: 1992-07-18
 Spill Number/Closed Date: 9204497 / 1992-07-20
 Spill Cause: Unknown
 Spill Class: No spill occurred. No DEC Response. No corrective action required.
 SWIS: 3415
 Investigator: R. BRAZEL
 Referred To: Not reported
 Reported to Dept: 1992-07-20
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Unknown
 Spill Notifier: Federal Government
 Cleanup Ceased: 1992-07-20
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 1992-09-10

ONONDAGA LAKE (Continued)

1000481580

Spill Record Last Update: 1993-11-03
 Spiller Name: Not reported
 Spiller Company: UNKNOWN
 Spiller Address: Not reported
 Spiller City, St, Zip: NY
 Spiller Company: 999
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB*
 Remarks: *UNKNOWN LOCATION OR CAUSE*

Material:
 Site ID: 226198
 Operable Unit ID: 968196
 Operable Unit: 01
 Material ID: 412215
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

ROD:
 Full-text of USEPA Record of Decision(s) is available from EDR.

PRP:
 PRP name: ALLIED SIGNAL
 COLTEC INDUSTRIES NC
 CRUCIBLE MATERIALS CORPORATION
 GENERAL MOTORS CORPORATION
 HONEYWELL INTERNATIONAL INC
 HONEYWELL INTERNATIONAL INC
 HONEYWELL INTERNATIONAL INC
 HONEYWELL INTERNATIONAL INC
 MOTORS LIQUIDATION COMPANY FKA GENERAL MOTORS CORPORATION
 NIAGARA MOHAWK POWER COMPANY
 SALINA, TOWN OF

A2 West < 1/8 0.001 mi. 7 ft. Relative Lower Actual: 377 ft. SYRACUSE SCALE CO., INC. 158 SOLAR ST SYRACUSE, NY 13204 NY UST NY HIST UST U003066093 N/A

Site 2 of 7 in cluster A

UST:
 Id/Status: 7-600407 / Unregulated/Closed
 Program Type: FBS
 Region: STATE
 DEC Region: 7

SYRACUSE SCALE CO., INC. (Continued)

U003066093

Expiration Date: N/A
 UTM X: 405673.58509
 UTM Y: 4767892.66937
 Site Type: Other

Affiliation Records:
 Site Id: 46845
 Affiliation Type: Facility Owner
 Company Name: SYRACUSE SCALE CO., INC.
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 158 SOLAR ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13204
 Country Code: 001
 Phone: (315) 476-9696
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 46845
 Affiliation Type: Mail Contact
 Company Name: SYRACUSE SCALE CO., INC.
 Contact Type: Not reported
 Contact Name: ALBERT E. SALERNO
 Address1: 158 SOLAR ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13204
 Country Code: 001
 Phone: (315) 476-9696
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 46845
 Affiliation Type: On-Site Operator
 Company Name: SYRACUSE SCALE CO., INC.
 Contact Type: Not reported
 Contact Name: ALBERT E. SALERNO
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 476-9696
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 46845

SYRACUSE SCALE CO., INC. (Continued)

U003066093

Affiliation Type: Emergency Contact
 Company Name: SYRACUSE SCALE CO., INC.
 Contact Type: Not reported
 Contact Name: ALBERT E. SALERNO
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 476-9696
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 1
 Tank ID: 137456
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 2000
 Install Date: Not reported
 Date Tank Closed: 12/01/1995
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 H00 - Tank Leak Detection - None
 C00 - Pipe Location - No Piping
 D00 - Pipe Type - No Piping

HIST UST:

PBS Number: 7-600407
 SPDES Number: Not reported
 Emergency Contact: ALBERT E. SALERNO
 Emergency Telephone: (315) 476-9696
 Operator: ALBERT E. SALERNO
 Operator Telephone: (315) 476-9696
 Owner Name: SYRACUSE SCALE CO., INC.
 Owner Address: 158 SOLAR ST.

SYRACUSE SCALE CO., INC. (Continued)

U003066093

Owner City,St,Zip: SYRACUSE, NY 13204
 Owner Telephone: (315) 476-9696
 Owner Type: Corporate/Commercial
 Owner Subtype: Not reported
 Mailing Name: SYRACUSE SCALE CO., INC.
 Mailing Address: 158 SOLAR ST.
 Mailing Address 2: Not reported
 Mailing City,St,Zip: SYRACUSE, NY 13204
 Mailing Contact: ALBERT E. SALERNO
 Mailing Telephone: (315) 476-9696
 Owner Mark: First Owner
 Facility Status: 2 - Unregulated by PBS (the total capacity is less than 1,101 gallons) and Subpart 380-14.
 Facility Addr2: Not reported
 SWIS ID: 3115
 Old PBS Number: Not reported
 Facility Type: OTHER
 Inspected Date: Not reported
 Inspector: Not reported
 Inspection Result: Not reported
 Federal ID: Not reported
 Certification Flag: False
 Certification Date: Not reported
 Expiration Date: 01/22/2001
 Renewal Date: False
 Total Capacity: Not reported
 FAMI: 0
 Facility Screen: No Missing Data
 Owner Screen: Minor Data Missing
 Tank Screen: 0
 Dead Letter: False
 CBS Number: Not reported
 Town or City: SYRACUSE (C)
 County Code: 31
 Town or City: 15
 Region: 7

Tank Id: 1
 Tank Location: UNDERGROUND
 Tank Status: Closed-Removed
 Install Date: Not reported
 Capacity (gals): 2000
 Product Stored: UNLEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: None
 Pipe Location: None
 Pipe Type: NONE
 Pipe Internal: None
 Pipe External: None
 Second Containment: None
 Leak Detection: None
 Overfill Prot: None
 Dispenser: 0
 Date Tested: Not reported
 Next Test Date: Not reported

SYRACUSE SCALE CO., INC. (Continued)

U003066093

Missing Data for Tank: No Missing Data
 Date Closed: 12/01/1995
 Test Method: Not reported
 Deleted: False
 Updated: True
 Lat/long: Not reported

A3 South < 1/8 0.002 mi. 12 ft. BORDEN PROPERTY 1 GAILBORDEN DRIVE SYRACUSE, NY

NY Spills \$102666853 N/A

Relative: Higher
 Actual: 379 ft.
 SPILLS:
 Facility ID: 9707031
 Facility Type: ER
 DER Facility ID: 217346
 Site ID: 266838
 DEC Region: 7
 Spill Date: 1997-09-12
 Spill Number/Closed Date: 9707031 / 2004-05-04
 Spill Cause: Unknown
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Unknown Responsible Party. Corrective action taken. (ISR)
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1997-09-12
 CID: 282
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: True
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1997-09-12
 Spill Record Last Update: 2004-05-05
 Spiller Name: ANN FOR NOW
 Spiller Company: BORDEN INC
 Spiller Address: 180 EAST BROAD STREET
 Spiller City,St,Zip: COLUMBUS, OH 43215-001
 Spiller Company: ANN FOR NOW
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM *
 Remarks: *THEY DID A BORING SITE ON THE CLOSED PROPERTY OF BORDEN.THEY CAME UP WITH A SPILL OF UNKNOWN ORIGIN. THEY REPORTED THE SPILL TODAY SPILL HAS NOT BEEN CLEANED UP YET *
 Material:
 Site ID: 266838
 Operable Unit ID: 1053247
 Operable Unit: 01
 Material ID: 332608

BORDEN PROPERTY (Continued)

\$102666853

Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 5.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

A4 SSW < 1/8 0.003 mi. 18 ft.

SUNNYDALE TERMINAL OIL CITY, SOLAR STREET SYRACUSE, NY

NY LTANKS \$100129857 N/A

Relative: Higher
 Actual: 379 ft.
 LTANKS:
 Site ID: 157878
 Spill Number/Closed Date: 8902164 / 1991-01-18
 Spill Date: 1989-05-23
 Spill Cause: Tank Failure
 Spill Source: Non Major Facility > 1,100 gal
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: 1991-01-18
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1989-05-23
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1989-06-17
 Spill Record Last Update: 2003-10-18
 Spiller Name: Not reported
 Spiller Company: SUNNYDALE
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 101270
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 01/18/91: INITIAL GROUNDWATER SAMPLING INDICATES DISSOLVED PLUME BUT <1000 PPB. NO ADDITIONAL STUDY TO BE REQD AT THIS TIME. *
 Remarks: *FORMER CANADA OIL TERMINAL SITE. TANKS REMOVED.*

SUNNYDALE TERMINAL (Continued)

S100129857

Material:
Site ID: 157878
Operable Unit ID: 929440
Operable Unit: 01
Material ID: 449876
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: Pounds
Recovered: .00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

A5 KING LABORATORIES INC
SSW 127 SOLAR ST
< 1/8 SYRACUSE, NY 13204
0.005 mi.
28 ft. Site 5 of 7 in cluster A

NY CBS 1000231979
NY CBS AST NYD002236784
RCRA NonGen / NLR
FINDS
NY MANIFEST
ECHO

Relative: Higher
Actual: 378 ft.
CBS:
CBS Number: 7-000004
Program Type: CBS
Facility Status: Unregulated/Closed
Expiration Date: Not reported
Dec Region: 7
UTMX: 405665.60912
UTMY: 4767877.85444

CBS AST:
CBS Number: 7-000004
ICS Number: 7-178049
PBS Number: Not reported
MOSF Number: Not reported
SPDES Number: Not reported
Facility Status: IN SERVICE
Facility Type: D
Telephone: (315) 471-8123
Facility Town: SYRACUSE (C)
Region: STATE
Expiration Date: 01/13/1991
Total Capacity of All Active Tanks(gal): 0
Operator: JACK PENROD
Emergency Contact: THOMAS GER
Emergency Phone: (315) 471-8123
Owner Name: KING LABORATORIES, INC.
Owner Address: 127 SOLAR ST.
Owner City,St,Zip: SYRACUSE, NY 13204
Owner Telephone: (315) 471-8123
Owner Type: Corporate/Commercial
Owner Sub Type: Not reported

KING LABORATORIES INC (Continued)

1000231979

Mail Name: GETTERS CORPORATION OF AMERICA
Mail Contact Addr: 5604 VALLEY BELT
Mail Contact Addr2: Not reported
Mail Contact Contact: PHIL COSTANZO
Mail Contact City,St,Zip: CLEVELAND, OH 44131
Mail Phone: (216) 661-8488

Tank Id: 26289
CAS Number: 79016
Federal ID: Not reported
Tank Status: 0
Install Date: 05/83
Tank Closed: 05/90
Capacity (Gall): 275
Chemical: Trichloroethene
Tank Location: Indoors, Aboveground
Tank Type: Steel/carbon steel
Total Tanks: 0
Tank Secret: False
Tank Secondary Containment: None
Tank Error Status: 3
Date Entered: 01/13/1989
Certified Date: 01/13/1989
Substance: Not reported
Internal Protection: Not reported
External Protection: Not reported
Pipe Location: Not reported
Pipe Type: Wrapped Steel
Pipe Internal: Not reported
Pipe External: Not reported
Pipe Flag: False
Leak Detection: Not reported
Overfill Protection: Not reported
Hazard Percent: 0
Last Test: Not reported
Due Date: Not reported
SWIS Code: 3115
Lat/Long: Not reported
Is Updated: False
Renew Date: 06/24/91
Is It There: False
Delinquent: False
Date Expired: 01/13/91
Owner Mark: 1
Certificate Needs to be Printed: False
Fiscal Amt for Registration Fee Correct: True
Renewal Has Been Printed for Facility: True
Pre-Printed Renewal App Last Printed: 06/24/1991

RCRA NonGen / NLR:
Date form received by agency:01/01/2007
Facility name: KING LABORATORIES INC
Facility address: 127 SOLAR ST
SYRACUSE, NY 13204
EPA ID: NYD002236784
Mailing address: SOLAR ST
SYRACUSE, NY 13204

KING LABORATORIES INC (Continued)

1000231979

Contact: Not reported
Contact address: SOLAR ST
SYRACUSE, NY 13204
Contact country: US
Contact telephone: Not reported
Contact email: Not reported
EPA Region: 02
Land type: Facility is not located on Indian land. Additional information is not known.
Classification: Non-Generator
Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
Owner/operator name: KING LABORATORIES INC
Owner/operator address: NOT REQUIRED
US
Owner/operator telephone: (212) 555-1212
Legal status: Private
Owner/Operator Type: Operator
Owner/Op start date: Not reported
Owner/Op end date: Not reported
Owner/operator name: KING LABORATORIES INC
Owner/operator address: NOT REQUIRED
US
Owner/operator telephone: (212) 555-1212
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler Activities Summary:
U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Historical Generators:
Date form received by agency:01/01/2006
Site name: KING LABORATORIES INC
Classification: Not a generator, verified
Date form received by agency:07/08/1999
Site name: KING LABORATORIES INC

KING LABORATORIES INC (Continued)

1000231979

Classification: Not a generator, verified
Date form received by agency:08/18/1980
Site name: KING LABORATORIES INC
Classification: Large Quantity Generator
Waste code: D001
Waste name: IGNITABLE WASTE
Waste code: D003
Waste name: REACTIVE WASTE
Waste code: F001
Waste name: 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.

Violation Status: No violations found

Evaluation Action Summary:
Evaluation date: 12/22/1987
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

FINDS:
Registry ID: 110004340721

Environmental Interest/Information System
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

NY MANIFEST:
Country: USA
EPA ID: NYD002236784
Facility Status: Not reported
Location Address 1: 127 SOLAR STREET
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: SYRACUSE
Location State: NY
Location Zip: 13204
Location Zip 4: Not reported

KING LABORATORIES INC (Continued)

1000231979

NY MANIFEST:
 EPAID: NYD002236784
 Mailing Name: KING LABORATORIES
 Mailing Contact: KING LABORATORIES
 Mailing Address 1: 5604 VALLEY BELT ROAD
 Mailing Address 2: Not reported
 Mailing City: CLEVELAND
 Mailing State: OH
 Mailing Zip: 44131
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 2166618595

NY MANIFEST:
 Document ID: MAC7422410
 Manifest Status: K
 seq: Not reported
 Year: 1990
 Trans1 State ID: YD78037PA
 Trans2 State ID: 654975MA
 Generator Ship Date: 05/03/1990
 Trans1 Recv Date: 05/03/1990
 Trans2 Recv Date: 05/03/1990
 TSD Site Recv Date: 05/09/1990
 Part A Recv Date: 08/31/1990
 Part B Recv Date: 07/02/1990
 Generator EPA ID: NYD002236784
 Trans1 EPA ID: MAD03932250
 Trans2 EPA ID: MAD03932250
 TSDF ID 1: MAD980523203
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: U002 - ACETONE
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00008
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D009 - MERCURY 0.2 MG/L TCLP

KING LABORATORIES INC (Continued)

1000231979

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00050
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00007
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: P105 - SODIUM AZIDE
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00001
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: MAC7422400
 Manifest Status: K
 seq: Not reported
 Year: 1990
 Trans1 State ID: YD78037PA
 Trans2 State ID: 654975MA
 Generator Ship Date: 05/03/1990
 Trans1 Recv Date: 05/03/1990
 Trans2 Recv Date: 05/03/1990
 TSD Site Recv Date: 05/09/1990
 Part A Recv Date: 08/31/1990
 Part B Recv Date: 07/02/1990
 Generator EPA ID: NYD002236784
 Trans1 EPA ID: MAD03932250
 Trans2 EPA ID: MAD03932250
 TSDF ID 1: MAD980523203
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported

KING LABORATORIES INC (Continued)

1000231979

Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D003 - NON-LISTED REACTIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00006
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00001
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00001
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYA7293897
 Manifest Status: C
 seq: Not reported
 Year: 1989
 Trans1 State ID: 000000000
 Trans2 State ID: 000000000
 Generator Ship Date: 07/14/1989
 Trans1 Recv Date: 07/14/1989
 Trans2 Recv Date: / /
 TSD Site Recv Date: 07/14/1989
 Part A Recv Date: 07/19/1989
 Part B Recv Date: 07/25/1989
 Generator EPA ID: NYD002236784
 Trans1 EPA ID: NYD013277454
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD013277454
 TSDF ID 2: Not reported

KING LABORATORIES INC (Continued)

1000231979

Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: F001 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00220
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 004
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: MAC8849010
 Manifest Status: K
 seq: Not reported
 Year: 1990
 Trans1 State ID: YD78037PA
 Trans2 State ID: Not reported
 Generator Ship Date: 05/11/1990
 Trans1 Recv Date: 05/11/1990
 Trans2 Recv Date: 05/15/1990
 TSD Site Recv Date: 05/15/1990
 Part A Recv Date: 11/14/1990
 Part B Recv Date: 07/11/1990
 Generator EPA ID: NYD002236784
 Trans1 EPA ID: MAD03932250
 Trans2 EPA ID: Not reported
 TSDF ID 1: MAD980523203
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: P012 - ARSENIC TRIOXIDE
 Waste Code: Not reported
 Waste Code: Not reported

KING LABORATORIES INC (Continued)

1000231979

Waste Code: Not reported
Waste Code: Not reported
Waste Code: 00008
Units: P - Pounds
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Waste Code: D009 - MERCURY 0.2 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00030
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Document ID: NYB1737225
Manifest Status: K
seq: Not reported
Year: 1990
Trans1 State ID: LZ8441
Trans2 State ID: Not reported
Generator Ship Date: 04/11/1990
Trans1 Recv Date: 04/11/1990
Trans2 Recv Date: / /
TSD Site Recv Date: 04/11/1990
Part A Recv Date: 07/25/1990
Part B Recv Date: 05/16/1990
Generator EPA ID: NYD002236784
Trans1 EPA ID: NYD013277454
Trans2 EPA ID: Not reported
TSD ID 1: NYD013277454
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Disc Quantity Indicator: Not reported
Disc Type Indicator: Not reported
Disc Residue Indicator: Not reported
Disc Partial Reject Indicator: Not reported
Disc Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: F001 - UNKNOWN
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00165

KING LABORATORIES INC (Continued)

1000231979

Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 003
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100
Document ID: NYB1737720
Manifest Status: K
seq: Not reported
Year: 1990
Trans1 State ID: MX3142
Trans2 State ID: Not reported
Generator Ship Date: 04/25/1990
Trans1 Recv Date: 04/25/1990
Trans2 Recv Date: / /
TSD Site Recv Date: 04/25/1990
Part A Recv Date: 08/15/1990
Part B Recv Date: 08/15/1990
Generator EPA ID: NYD002236784
Trans1 EPA ID: NYD013277454
Trans2 EPA ID: Not reported
TSD ID 1: NYD013277454
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Disc Quantity Indicator: Not reported
Disc Type Indicator: Not reported
Disc Residue Indicator: Not reported
Disc Partial Reject Indicator: Not reported
Disc Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00165
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 003
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100
Document ID: ARA2643530
Manifest Status: K
seq: Not reported
Year: 1988
Trans1 State ID: DG-2024
Trans2 State ID: H10FC708
Generator Ship Date: 06/21/1988
Trans1 Recv Date: 06/21/1988
Trans2 Recv Date: 06/22/1988

KING LABORATORIES INC (Continued)

1000231979

TSD Site Recv Date: 07/03/1988
Part A Recv Date: 09/12/1988
Part B Recv Date: 09/12/1988
Generator EPA ID: NYD002236784
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: ARD069748192
TSD ID 1: ARP000404000
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Disc Quantity Indicator: Not reported
Disc Type Indicator: Not reported
Disc Residue Indicator: Not reported
Disc Partial Reject Indicator: Not reported
Disc Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 01000
Units: P - Pounds
Number of Containers: 003
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Document ID: NYA7343433
Manifest Status: K
seq: Not reported
Year: 1988
Trans1 State ID: 000000000
Trans2 State ID: 000000000
Generator Ship Date: 12/16/1988
Trans1 Recv Date: 12/16/1988
Trans2 Recv Date: / /
TSD Site Recv Date: 12/16/1988
Part A Recv Date: 01/27/1989
Part B Recv Date: 01/11/1989
Generator EPA ID: NYD002236784
Trans1 EPA ID: NYD013277454
Trans2 EPA ID: Not reported
TSD ID 1: NYD013277454
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Disc Quantity Indicator: Not reported
Disc Type Indicator: Not reported
Disc Residue Indicator: Not reported
Disc Partial Reject Indicator: Not reported

KING LABORATORIES INC (Continued)

1000231979

Disc Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: F001 - UNKNOWN
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00165
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 003
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100
ECHO:
Envid: 1000231979
Registry ID: 110004340721
DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110004340721

A6 **KING LAB** **NY Spills**
SSW **KING LABORATORY** **S102166108**
< 1/8 **SYRACUSE, NY** **NA**
0.005 mi.
28 ft. **Site of 7 in cluster A**
Relative: **SPILLS:**
Higher **Facility ID:** 8801235
Actual: **Facility Type:** ER
378 ft. **DER Facility ID:** 193501
Site ID: 234918
DEC Region: 7
Spill Date: 1988-05-10
Spill Number/Closed Date: 8801235 / 1988-05-10
Spill Cause: Equipment Failure
Spill Class: Not reported
SWIS: 3415
Investigator: HDWARNER
Reported To: Not reported
Reported to Dept: 1988-05-10
CID: Not reported
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Federal Government
Cleanup Ceased: 1988-05-10
Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1988-05-26
Spill Record Last Update: 1988-08-09
Spiller Name: Not reported

KING LAB (Continued)

S102166108

Spiller Company: KING LABORATORY
 Spiller Address: 27 SOLAR AVE
 Spiller City,St,Zip: SYRACUSE, ZZ
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 05/10/88: SMALL CAPACITOR BROKE OPEN VANDALISM ? APPROX 2 GALS. OF OIL SPILLED ON BLACKTOP. CAPACITOR OF AGE AND STYLE TO INDICATE HIGH PCB LEVELS. ENV. OIL HIRED TO CLEAN UP SPILL AND DISPOSE OF OTHER CAPACIT. *
 CAPACIT. *
 CONTACT MIKE KULBA 315-471-8123

Remarks:

Material:

Site ID: 234918
 Operable Unit ID: 918390
 Operable Unit: 01
 Material ID: 460381
 Material Code: 0017A
 Material Name: PCB oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported
 Site ID: 234918
 Operable Unit ID: 918390
 Operable Unit: 01
 Material ID: 460382
 Material Code: 0020A
 Material Name: transformer oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

A7 ARCO TERMINAL NY LTANKS S102165971
 SSW OIL CITY, SOLAR STREET NY Spills N/A
 < 1/8 SYRACUSE, NY
 0.008 mi. Site 7 of 7 in cluster A
 40 ft.

Relative: LTANKS:
 Higher Site ID: 296574
 Actual: Spill Number/Closed Date: 8001363 / 1980-12-22
 379 ft. Spill Date: 1980-12-19
 Spill Cause: Tank Overfill
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Class: Not reported
 Cleanup Ceased: 1980-12-22

ARCO TERMINAL (Continued)

S102165971

Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1980-12-19
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported
 Spiller Company: AUGSBURY
 Spiller Address: SOLAR ST
 Spiller City,St,Zip: SYR, ZZ
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 101270
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MJ // : OIL VACUUMED FROM INSIDE DIKE. ALL FREE OIL COLLECTED. STANDING WATE IN DIKE PREVENTED GW CONTAMINATION. *
 STORAGE TANK OVERFILL VIA LOADING RACK CONNECTION WHICH WAS PREVIOUSLY UNKNOWN VACUUMED OIL FROM DIKED AREA.

Remarks:

Material:

Site ID: 296574
 Operable Unit ID: 892405
 Operable Unit: 01
 Material ID: 571158
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 500.00
 Units: Gallons
 Recovered: 500.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Site ID: 157877
 Spill Number/Closed Date: 8803731 / 1988-11-25
 Spill Date: 1988-07-29
 Spill Cause: Tank Overfill
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Class: Not reported
 Cleanup Ceased: 1988-07-29
 Cleanup Meets Standard: True

ARCO TERMINAL (Continued)

S102165971

SWIS: 3415
 Investigator: HDWARNER
 Referred To: Not reported
 Reported to Dept: 1988-07-29
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1988-11-18
 Spill Record Last Update: 1990-02-06
 Spiller Name: Not reported
 Spiller Company: MOBIL OIL TERMINAL
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 101270
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 11/25/88: AT MOBILS MAJOR FACILITY IN OIL CITY A TRANSFER TANK IS UTILIZED FOR SWITCHING PRODUCTS. IN THIS INSTANCE TRANSFER TANK OVERFILLED AND APROXIMATELY 20 GALLONS SPILLED INTO DIKED AREA. EOI HIRED. *

Remarks:

NOTIFIED FIRE DEPT. AND MOBIL HIRED J

Material:

Site ID: 157877
 Operable Unit ID: 920897
 Operable Unit: 01
 Material ID: 459264
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 15.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:

Facility ID: 8001312
 Facility Type: ER
 DER Facility ID: 101270
 Site ID: 157875
 DEC Region: 7
 Spill Date: 1980-12-09
 Spill Number/Closed Date: 8001312 / 1985-01-01

ARCO TERMINAL (Continued)

S102165971

Spill Cause: Equipment Failure
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1980-12-10
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1985-01-01
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported
 Spiller Company: arco
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Company: 999
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MJ // : EXCAVATION OF HOLES AND TRENCH FOR RECOVERY.MONIT WELLS INSTALLED EXPECT 90% RECOVERY. *

Remarks:

GASKET FAILURE ON BURIED FLANGE NEAR LOADING RACK RESULTED IN LARGE LEAK

Material:

Site ID: 157875
 Operable Unit ID: 892402
 Operable Unit: 01
 Material ID: 483694
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 83000.00
 Units: Gallons
 Recovered: 70000.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 7900226
 Facility Type: ER
 DER Facility ID: 101270
 Site ID: 296573
 DEC Region: 7
 Spill Date: 1879-05-17
 Spill Number/Closed Date: 7900226 / 1980-02-11
 Spill Cause: Traffic Accident

ARCO TERMINAL (Continued)

S102165971

Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1979-05-18
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1980-02-11
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported
 Spiller Company: arco
 Spiller Address: Not reported
 Spiller City, St, Zip: NY
 Spiller Company: 999
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was

MJ 02/06/90; SPILL REOPENED FOR FOLLOEUP ON OIL CITY STUDY. 01/18/91: REMEDIAL INVESTIGATION DUE 02/01/91ITY STUDY. 05/17/91: REMEDIAL INVESTIGATION REC'D. COMMENTS SENT 05/17/91. REQUIRED ADDITIONAL STUDY ON AND OFF SITE. SUPPLEMENTAL REPORT DUE 08/01/91. NO INTERIM REMEDIAL MEASURES NECESSARY. RIFS DUE 10/01/91, 02/28/92. REFERRED TO LEGAL AFFAIRS FOR ENFORCEMENT ACTION. NEED ADDITIONAL GW INVESTIGATION. *

Remarks: *PUMP SEAL FAILURE RESULTED IN MASSIVE LOSS. INVENTORY RECORDS INDICATE AS MUCH AS 128000 GAL LOST.*

Material:
 Site ID: 296573
 Operable Unit ID: 891992
 Operable Unit: 01
 Material ID: 483392
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 97613.00
 Units: Gallons
 Recovered: 70000.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

B8 NIAGARA MOHAWK A NATIONAL GRID CO
 WNW SOLOR ST & W DIVISION ST
 < 1/8 SYRACUSE, NY 13204
 0.008 mi.
 41 ft. Site 1 of 3 in cluster B

RCRA-LQG 1018158830
 NYP00971903

Relative: RCRA-LQG:
 Lower Date form received by agency: 07/14/2015
 Facility name: NIAGARA MOHAWK A NATIONAL GRID CO
 Actual: SOLOR ST & W DIVISION ST
 376 ft. Facility address: MH1009
 SYRACUSE, NY 13204
 EPA ID: NYP000671903
 Mailing address: ERIE BLVD W
 SYRACUSE, NY 13202
 Contact: LENNY DELVECCHIO
 Contact address: ERIE BLVD W
 SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: (315) 428-6670
 Contact email: Not reported
 EPA Region: 02
 Classification: Large Quantity Generator
 Description: Handler: generates 1,000 kg or more of hazardous waste during any calendar month, or generates more than 1 kg of acutely hazardous waste during any calendar month, or generates more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, or generates 1 kg or less of acutely hazardous waste during any calendar month, and accumulates more than 1 kg of acutely hazardous waste at any time; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates more than 100 kg of that material at any time

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Violation Status: No violations found

C9 SSW
 < 1/8 SYRACUSE, NY 13204
 0.013 mi.
 66 ft. Site 1 of 4 in cluster C

EDR Hist Auto 1015168010
 N/A

Relative: EDR Historical Auto Stations:
 Higher Name: HESS CORPORATION
 Year: 2011
 Address: 115 SOLAR ST
 Name: HESS CORPORATION
 Year: 2012
 Address: 115 SOLAR ST

C10 DUPLY ENVELOPE & GRAPHICS
 South DUPLY PARK DR
 < 1/8 SYRACUSE, NY
 0.028 mi.
 148 ft. Site 2 of 4 in cluster C

NY Spills S106004594
 N/A

Relative: SPILLS:
 Higher Facility ID: 0202793
 Facility Type: ER
 DER Facility ID: 117773
 Site ID: 137711
 DEC Region: 7
 Spill Date: 2002-06-17
 Spill Number/Closed Date: 0202793 / 2002-06-17
 Spill Cause: Equipment Failure
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 2002-06-17
 CID: 305
 Water Affected: Not reported
 Spill Source: Commercial Vehicle
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 2002-06-17
 Spill Record Last Update: 2002-06-17
 Spiller Name: CALLER
 Spiller Company: WASTE MANAGEMENT
 Spiller Address: 4545 MORGAN PLACE
 Spiller City, St, Zip: LIVERPOOL, NY - 001
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was
 MIN
 Remarks: *BROKEN HYDRAULIC LINE ON A TRUCK - SOME SPRAYED TO DIRT - THEY ATTEMPTED TO SOAK IT UP*

DUPLY ENVELOPE & GRAPHICS (Continued)

S106004594

Material:
 Site ID: 137711
 Operable Unit ID: 853635
 Operable Unit: 01
 Material ID: 520632
 Material Code: 0010
 Material Name: hydraulic oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 1.00
 Units: Gallons
 Recovered: 1.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

B11 SYRACUSE LITHOGRAPHING CO
 West 163 SOLAR ST
 < 1/8 SYRACUSE, NY 13204
 0.028 mi.
 150 ft. Site 2 of 3 in cluster B

RCRA NonGen / NLR 1000145103
 FINDS NYD986900819
 NY MANIFEST ECHO

Relative: RCRA NonGen / NLR:
 Lower Date form received by agency: 01/01/2007
 Facility name: SYRACUSE LITHOGRAPHING CO
 Actual: 163 SOLAR ST
 376 ft. Facility address: SYRACUSE, NY 13204
 EPA ID: NYD986900819
 Mailing address: PO BOX 1434
 SYRACUSE, NY 13201
 Contact: Not reported
 Contact address: PO BOX 1434
 SYRACUSE, NY 13201
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Land type: Facility is not located on Indian land. Additional information is not known.
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: SYRACUSE LITHOGRAPHING CO
 Owner/operator address: NOT REQUIRED
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: SYRACUSE LITHOGRAPHING CO
 Owner/operator address: NOT REQUIRED

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:

Date form received by agency: 01/01/2006
 Site name: SYRACUSE LITHOGRAPHING CO
 Classification: Not a generator, verified

Date form received by agency: 07/14/1999
 Site name: SYRACUSE LITHOGRAPHING CO
 Classification: Small Quantity Generator

Date form received by agency: 05/07/1990
 Site name: SYRACUSE LITHOGRAPHING CO
 Classification: Large Quantity Generator

Waste code: F002
 Waste name: 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.

Facility Has Received Notices of Violations:

Regulation violated: Not reported
 Area of violation: Generators - General
 Date violation determined: 02/20/1991
 Date achieved compliance: 04/23/1991
 Violation lead agency: State
 Enforcement action: WRITTEN INFORMAL

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Enforcement action date: 03/29/1991
 Enf. disposition status: Not reported
 Enf. disp. status date: Not reported
 Enforcement lead agency: State
 Proposed penalty amount: Not reported
 Final penalty amount: Not reported
 Paid penalty amount: Not reported

Evaluation Action Summary:

Evaluation date: 01/08/2002
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 02/20/1991
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Generators - General
 Date achieved compliance: 04/23/1991
 Evaluation lead agency: State

FINDS:

Registry ID: 110001597184

Environmental Interest/Information System

NCDB (National Compliance Data Base) supports implementation of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Toxic Substances Control Act (TSCA). The system tracks inspections in regions and states with cooperative agreements, enforcement actions, and settlements.

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

NY MANIFEST:

Country: USA
 EPA ID: NYD986900819
 Facility Status: Not reported
 Location Address 1: 163 SOLAR STREET
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYD986900819
 Mailing Name: SYRACUSE LITHOGRAPHING
 Mailing Contact: JOHN RUSSELL

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Mailing Address 1: 163 SOLAR STREET
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154220326

NY MANIFEST:

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2012
 Trans1 State ID: NH0510205339
 Trans2 State ID: Not reported
 Generator Ship Date: 02/15/2012
 Trans1 Recv Date: 02/15/2012
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/16/2012
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NH0510205339
 TSD ID 2: Not reported
 Manifest Tracking Number: 009204264JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H135
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 33.0
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1.0
 Waste Code: Not reported
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: D011
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2011
 Trans1 State ID: MAR000510214
 Trans2 State ID: Not reported
 Generator Ship Date: 05/17/2011
 Trans1 Recv Date: 05/17/2011
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/17/2011
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: MAR000510214
 TSD ID 2: Not reported
 Manifest Tracking Number: 006364360JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H135
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 39.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1.0
 Waste Code: D011
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: MAR000510214
 Trans2 State ID: Not reported
 Generator Ship Date: 05/03/2010
 Trans1 Recv Date: 05/03/2010
 Trans2 Recv Date: Not reported

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

TSD Site Recv Date: 05/14/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: MAR000510214
 TSDF ID 2: Not reported
 Manifest Tracking Number: 006364045JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H135
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 33.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1.0
 Waste Code: D011
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2009
 Trans1 State ID: MAR000510214
 Trans2 State ID: Not reported
 Generator Ship Date: 05/28/2009
 Trans1 Recv Date: 05/28/2009
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 06/01/2009
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: MAR000510214
 TSDF ID 2: Not reported
 Manifest Tracking Number: 003845842JJK

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H135
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 36.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1.0
 Waste Code: D011
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2009
 Trans1 State ID: MAR000510214
 Trans2 State ID: Not reported
 Generator Ship Date: 11/09/2009
 Trans1 Recv Date: 11/09/2009
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/14/2009
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: MAR000510214
 TSDF ID 2: Not reported
 Manifest Tracking Number: 006363605JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H135
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 36.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1.0
 Waste Code: D011
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2008
 Trans1 State ID: MAR000510214
 Trans2 State ID: Not reported
 Generator Ship Date: 09/18/2008
 Trans1 Recv Date: 09/18/2008
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 09/23/2008
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: MAR000510214
 TSDF ID 2: Not reported
 Manifest Tracking Number: 003845685JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H135
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 32.0

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1.0
 Waste Code: D011
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: NYC6707125
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: ILP256377
 Trans2 State ID: NYJA044
 Generator Ship Date: 03/19/2002
 Trans1 Recv Date: 03/19/2002
 Trans2 Recv Date: 03/26/2002
 TSD Site Recv Date: 04/02/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCR000075150
 Trans2 EPA ID: NJD071629976
 TSDF ID 1: KYD053348108
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00431
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NYC684454
 Manifest Status: Not reported
 seq: 01

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Year: 2002
 Trans1 State ID: NY16607JJ
 Trans2 State ID: 083358
 Generator Ship Date: 08/30/2002
 Trans1 Recv Date: 08/30/2002
 Trans2 Recv Date: 09/06/2002
 TSD Site Recv Date: 09/12/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCR000075150
 Trans2 EPA ID: MJD0965038998
 TSD ID 1: KYD053348108
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00405
 Units: P - Pounds
 Number of Containers: 01
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NYC6929864
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: 16607JBNY
 Trans2 State ID: T2L227NJ
 Generator Ship Date: 11/27/2002
 Trans1 Recv Date: 11/27/2002
 Trans2 Recv Date: 12/04/2002
 TSD Site Recv Date: 12/09/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCR000075150
 Trans2 EPA ID: NJD071629976
 TSD ID 1: KYD053348108
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00429
 Units: P - Pounds
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NYC6718465
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: NY16607JJ
 Trans2 State ID: NJ044
 Generator Ship Date: 06/03/2002
 Trans1 Recv Date: 06/03/2002
 Trans2 Recv Date: 06/06/2002
 TSD Site Recv Date: 08/18/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCR000075150
 Trans2 EPA ID: NJD071629976
 TSD ID 1: KYD053348108
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00431
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NJA3205472
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 08690
 Trans2 State ID: H10364
 Generator Ship Date: 01/18/2001
 Trans1 Recv Date: 01/18/2001
 Trans2 Recv Date: 01/22/2001
 TSD Site Recv Date: 01/24/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCR000075150
 Trans2 EPA ID: SCR000074591
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00432
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NJA4012352
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 08690
 Trans2 State ID: Not reported

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Generator Ship Date: 12/14/2001
 Trans1 Recv Date: 12/14/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/20/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCR000075150
 Trans2 EPA ID: NJD002182897
 TSD ID 1: Not reported
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00432
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NJA3219242
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 08690
 Trans2 State ID: Not reported
 Generator Ship Date: 06/29/2001
 Trans1 Recv Date: 06/29/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/06/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCR000075150
 Trans2 EPA ID: Not reported
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00429
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NJA3227715
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 08690
 Trans2 State ID: Not reported
 Generator Ship Date: 08/28/2001
 Trans1 Recv Date: 08/28/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 09/05/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCR000075150
 Trans2 EPA ID: Not reported
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00429

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NJA3227782
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 08690
 Trans2 State ID: Not reported
 Generator Ship Date: 10/30/2001
 Trans1 Recv Date: 10/30/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/07/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCR000075150
 Trans2 EPA ID: Not reported
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00429
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NJA2934861
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 08690
 Trans2 State ID: Not reported
 Generator Ship Date: 04/05/2001
 Trans1 Recv Date: 04/05/2001
 Trans2 Recv Date: Not reported

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

TSD Site Recv Date: 04/11/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCR000075150
 Trans2 EPA ID: Not reported
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00429
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NJA2934986
 Manifest Status: Not reported
 seq: 01
 Year: 2000
 Trans1 State ID: 08690
 Trans2 State ID: H10364
 Generator Ship Date: 09/31/2000
 Trans1 Recv Date: 09/31/2000
 Trans2 Recv Date: 09/07/2000
 TSD Site Recv Date: 09/12/2000
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCR000075150
 Trans2 EPA ID: SCR000074591
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00429
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NJA3078177
 Manifest Status: Not reported
 seq: 01
 Year: 2000
 Trans1 State ID: 08690
 Trans2 State ID: H10364
 Generator Ship Date: 11/02/2000
 Trans1 Recv Date: 11/02/2000
 Trans2 Recv Date: 11/06/2000
 TSD Site Recv Date: 11/13/2000
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCR000075150
 Trans2 EPA ID: SCR000074591
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00429
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NJA3082463
 Manifest Status: Not reported
 seq: 01
 Year: 2000
 Trans1 State ID: 08690
 Trans2 State ID: H10364
 Generator Ship Date: 06/29/2000
 Trans1 Recv Date: 06/29/2000
 Trans2 Recv Date: 07/06/2000
 TSD Site Recv Date: 07/11/2000
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986900819
 Trans1 EPA ID: SCRO00075150
 Trans2 EPA ID: SCR000074591
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00429
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NJA3082495
 Manifest Status: Not reported
 seq: 01
 Year: 2000
 Trans1 State ID: 08690
 Trans2 State ID: H10364
 Generator Ship Date: 03/09/2000
 Trans1 Recv Date: 03/09/2000
 Trans2 Recv Date: 03/19/2000
 TSD Site Recv Date: 03/20/2000
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported

SYRACUSE LITHOGRAPHING CO (Continued)

1000145103

Generator EPA ID: NYD986900819
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: SCR000074591
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00430
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00

Click this hyperlink while viewing on your computer to access 70 additional NY_MANIFEST record(s) in the EDR Site Report.

ECHO:
 Envid: 1000145103
 Registry ID: 110001597184
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110001597184

D12 NNE 232 W DIVISION ST EDR Hist Auto 1015347146
 < 1/8 SYRACUSE, NY 13204 N/A
 0.030 mi. Site 1 of 6 in cluster D
 Relative: EDR Historical Auto Stations:
 Higher Name: CARLS AUTO GLASS
 Year: 2010
 Actual: Address: 232 W DIVISION ST
 379 ft.

13 ENE 689 NORTH CLINTON ST
 < 1/8 689 NORTH CLINTON ST
 0.030 mi. SYRACUSE, NY
 160 ft.

NY Spills S104786968
 N/A

Relative: SPILLS:
 Higher Facility ID: 0004191
 Facility Type: ER
 Actual: DER Facility ID: 203932
 379 ft. Site ID: 248537
 DEC Region: 7
 Spill Date: 2000-07-07
 Spill Number/Closed Date: 0004191 / 2000-08-15
 Spill Cause: Unknown
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2000-07-07
 CID: 389
 Water Affected: Not reported
 Spill Source: Unknown
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 2000-07-07
 Spill Record Last Update: 2001-09-10
 Spiller Name: UNKNOWN
 Spiller Company: Unknown
 Spiller Address: UNKNOWN
 Spiller City,St,Zip: UNKNOWN, NY
 Spiller Company: 999
 Contact Name: CALLER
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CMI
 Remarks: *caller reporting a spill of material from an unk source happened sometime ago no callback necessary *
 Material:
 Site ID: 248537
 Operable Unit ID: 826591
 Operable Unit: 01
 Material ID: 548934
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

689 NORTH CLINTON ST (Continued)

S104786968

Tank Test

B14 J & S LEASING NY LTANKS S102960388
 NW 212 SOLAR STREET N/A
 < 1/8 SYRACUSE, NY
 0.034 mi. Site 3 of 3 in cluster B
 178 ft.

Relative: LTANKS:
 Lower Site ID: 143307
 Spill Number/Closed Date: 9710063 / 2002-06-03
 Actual: Spill Date: 1997-10-31
 376 ft. Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release that creates potential for fire or hazard. (Highly improbable)
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1997-10-31
 CID: 999
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered in Computer: 1997-12-01
 Spill Record Last Update: 2002-06-03
 Spiller Name: SAM ROTONDO
 Spiller Company: J & S LEASING
 Spiller Address: 212 SOLAR STREET
 Spiller City,St,Zip: SYRACUSE, ZZ
 Spiller County: 001
 Spiller Contact: SAM ROTONDO
 Spiller Phone: (000) 457-4211
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 122228
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN 5 DECEMBER 1997- MADE SITE VISIT TO N CLINTON STREET. TOLD CONTRACTOR TO PUSH SOIL BACK IN HOLE. PROPERTY OWNER UNWILLING TO DISPOSE OF SOIL. SOIL GIVING OFF STRONG PETROLEUM ODORS. 1400 SPOKE WITH CONTRACTOR. HE WAS INSTRUCTED BY PROPERTY OWNER TO TRUCK 75 YARDS OF SOIL TO RODMAN'S IN JEFFERSON COUNTY. REMAINING SOIL LEFT ON SITE.*
 Remarks: *15 K TANK REMOVED. 150 TONS OF SOIL STAGED FOR DISPOSAL.*

Material:

Tank Test

D15 MCK BUILDING ASSOCIATES NY UST U003313975
NNE 221 W. DIVISION ST NY HIST UST N/A
 < 1/8 SYRACUSE, NY 13204
 0.043 mi.
 225 ft. Site 2 of 6 in cluster D

Relative: UST:
Higher: ID/Status: 7-600224 / Unregulated/Closed
 Program Type: FBS
 Region: STATE
 DEC Region: 7
 Expiration Date: N/A
 UTM X: 405764.01519
 UTM Y: 4769041.92435
 Site Type: Other

Actual: Affiliation Records:
385 ft. Site Id: 46663
 Affiliation Type: Facility Owner
 Company Name: MCK
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 221 W. DIVISION ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13204
 Country Code: 001
 Phone: (315) 475-7499
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 46663
 Affiliation Type: Mail Contact
 Company Name: MCK BUILDING ASSOCIATES, INC.
 Contact Type: Not reported
 Contact Name: ROBERT MEDINA
 Address1: 221 W. DIVISION ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13204
 Country Code: 001
 Phone: (315) 475-7499
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 46663
 Affiliation Type: On-Site Operator
 Company Name: MCK BUILDING ASSOCIATES
 Contact Type: Not reported
 Contact Name: MCK BUILDING ASSOCIATES
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN

MCK BUILDING ASSOCIATES (Continued) U003313975

Zip Code: Not reported
 Country Code: 001
 Phone: (315) 475-7499
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 46663
 Affiliation Type: Emergency Contact
 Company Name: MCK
 Contact Type: Not reported
 Contact Name: ROBERT MEDINA
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 488-1457
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 1
 Tank ID: 136271
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 6000
 Install Date: Not reported
 Date Tank Closed: 12/01/1993
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0008
 Common Name of Substance: Diesel

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

F00 - Pipe External Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 D02 - Pipe Type - Galvanized Steel
 H00 - Tank Leak Detection - None
 B01 - Tank External Protection - Painted/Asphalt Coating
 J02 - Dispenser - Suction Dispenser

MCK BUILDING ASSOCIATES (Continued) U003313975

Tank Number: 2
 Tank ID: 136272
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 5000
 Install Date: Not reported
 Date Tank Closed: 12/01/1993
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0008
 Common Name of Substance: Diesel

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

F00 - Pipe External Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 H00 - Tank Leak Detection - None
 B01 - Tank External Protection - Painted/Asphalt Coating
 J02 - Dispenser - Suction Dispenser
 D02 - Pipe Type - Galvanized Steel

Tank Number: 3
 Tank ID: 136273
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 5000
 Install Date: Not reported
 Date Tank Closed: 12/01/1993
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

F00 - Pipe External Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground

MCK BUILDING ASSOCIATES (Continued) U003313975

D02 - Pipe Type - Galvanized Steel
 H00 - Tank Leak Detection - None
 B01 - Tank External Protection - Painted/Asphalt Coating
 J02 - Dispenser - Suction Dispenser

HIST UST:

PBS Number: 7-600224
 SPDES Number: Not reported
 Emergency Contact: ROBERT MEDINA
 Emergency Telephone: (315) 488-1457
 Operator: MCK BUILDING ASSOCIATES
 Operator Telephone: (315) 475-7499
 Owner Name: MCK
 Owner Address: 221 W. DIVISION ST.
 Owner City, St, Zip: SYRACUSE, NY 13204
 Owner Telephone: (315) 475-7499
 Owner Type: Corporate/Commercial
 Owner Subtype: Not reported
 Mailing Name: MCK BUILDING ASSOCIATES, INC.
 Mailing Address: 221 W. DIVISION ST.
 Mailing Address 2: Not reported
 Mailing City, St, Zip: SYRACUSE, NY 13204
 Mailing Contact: ROBERT MEDINA
 Mailing Telephone: (315) 475-7499
 Owner Mark: First Owner
 Facility Status: 2 - Unregulated by PBS (the total capacity is less than 1,101 gallons) and Subpart 360-14.
 Facility Addr2: Not reported
 SWIS ID: 3115
 Old PBS Number: Not reported
 Facility Type: OTHER
 Inspected Date: Not reported
 Inspector: Not reported
 Inspection Result: Not reported
 Federal ID: Not reported
 Certification Flag: False
 Certification Date: 12/02/1993
 Expiration Date: 12/02/1998
 Renewal Flag: False
 Renewal Date: Not reported
 Total Capacity: 0
 FAMT: True
 Facility Screen: No Missing Data
 Owner Screen: No Missing Data
 Tank Screen: 0
 Dead Letter: False
 CBS Number: Not reported
 Town or City: SYRACUSE (C)
 County Code: 31
 Town or City: 15
 Region: 7

Tank Id: 1
 Tank Location: UNDERGROUND
 Tank Status: Closed-Removed
 Install Date: Not reported
 Capacity (gals): 6000

MCK BUILDING ASSOCIATES (Continued)

U003313975

Product Stored: DIESEL
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: Painted/Asphalt Coating
 Pipe Location: Underground
 Pipe Type: GALVANIZED STEEL
 Pipe Internal: None
 Pipe External: None
 Second Containment: None
 Leak Detection: None
 Overfill Prot: None
 Dispenser: Suction
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: No Missing Data
 Date Closed: 12/01/1993
 Test Method: Not reported
 Deleted: False
 Updated: True
 Lat/long: Not reported

Tank Id: 2
 Tank Location: UNDERGROUND
 Tank Status: Closed-Removed
 Install Date: Not reported
 Capacity (gals): 5000
 Product Stored: DIESEL
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: Painted/Asphalt Coating
 Pipe Location: Underground
 Pipe Type: GALVANIZED STEEL
 Pipe Internal: None
 Pipe External: None
 Second Containment: None
 Leak Detection: None
 Overfill Prot: None
 Dispenser: Suction
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: No Missing Data
 Date Closed: 12/01/1993
 Test Method: Not reported
 Deleted: False
 Updated: True
 Lat/long: Not reported

Tank Id: 3
 Tank Location: UNDERGROUND
 Tank Status: Closed-Removed
 Install Date: Not reported
 Capacity (gals): 5000
 Product Stored: UNLEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: None

MCK BUILDING ASSOCIATES (Continued)

U003313975

Tank External: Painted/Asphalt Coating
 Pipe Location: Underground
 Pipe Type: GALVANIZED STEEL
 Pipe Internal: None
 Pipe External: None
 Second Containment: None
 Leak Detection: None
 Overfill Prot: None
 Dispenser: Suction
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: No Missing Data
 Date Closed: 12/01/1993
 Test Method: Not reported
 Deleted: False
 Updated: True
 Lat/long: Not reported

C16 South < 1/8 0.653 mi. 278 ft. DUPLI ENVELOPE & GRAPHICS 1 DUPLI PARK DRIVE SYRACUSE, NY 13204 Site 3 of 4 in cluster C

RCRA-LQG 1000186389 NY MANIFEST NYD002234565

Relative: Higher
 Actual: 380 ft.
 RCRA-LQG: Date form received by agency: 06/19/2012
 Facility name: DUPLI ENVELOPE & GRAPHICS
 Facility address: 1 DUPLI PARK DRIVE SYRACUSE, NY 13204
 EPA ID: NYD002234565
 Mailing address: DUPLI PARK DRIVE SYRACUSE, NY 132041436
 Contact: JOHN S HUDACK
 Contact address: DUPLI PARK DRIVE SYRACUSE, NY 13204
 Contact country: US
 Contact telephone: (315) 234-7266
 Telephone ext.: 266
 Contact email: JHUDACK@DUPLIONLINE.COM
 EPA Region: 02
 Land type: Private
 Classification: Large Quantity Generator
 Description: Handler: generates 1,000 kg or more of hazardous waste during any calendar month; or generates more than 1 kg of acutely hazardous waste during any calendar month; or generates more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month; or generates 1 kg or less of acutely hazardous waste during any calendar month, and accumulates more than 1 kg of acutely hazardous waste at any time; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates more than 100 kg of that material at any time

Owner/Operator Summary:
 Owner/operator name: DUPLI ASSOCIATES LLC

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Owner/operator address: Not reported
 Owner/operator telephone: Not reported
 Owner/operator country: US
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 04/15/1998
 Owner/Op end date: Not reported

Owner/operator name: DUPLI ENVELOPE
 Owner/operator address: DUPLI PARK DRIVE SYRACUSE, NY 13204
 Owner/operator country: US
 Owner/operator telephone: (315) 234-7278
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 12/31/1979
 Owner/Op end date: Not reported

Owner/operator name: DUPLI ENVELOPE
 Owner/operator address: Not reported
 Owner/operator country: Not reported
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 12/31/1979
 Owner/Op end date: Not reported

Owner/operator name: DUPLI ASSOCIATES LLC
 Owner/operator address: FRANKLIN ST N ONE DUPLI PARK DR SYRACUSE, NY 13204
 Owner/operator country: US
 Owner/operator telephone: (315) 472-1316
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 04/15/1998
 Owner/Op end date: Not reported

Owner/operator name: MATT KEMPER
 Owner/operator address: 600 FRANKLIN SQ SYRACUSE, NY 13250
 Owner/operator country: Not reported
 Owner/operator telephone: (315) 472-1316
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Waste code: D008
 Waste name: LEAD

Historical Generators:

Date form received by agency: 01/20/2012
 Site name: DUPLI GRAPHICS
 Classification: Not a generator, verified

Waste code: D008
 Waste name: LEAD

Date form received by agency: 12/14/2010
 Site name: DUPLI GRAPHICS
 Classification: Conditionally Exempt Small Quantity Generator

Waste code: D008
 Waste name: LEAD

Date form received by agency: 01/01/2007
 Site name: DUPLI GRAPHICS
 Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 01/01/2006
 Site name: DUPLI GRAPHICS
 Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 10/23/1998
 Site name: DUPLI GRAPHICS
 Classification: Small Quantity Generator

Waste code: D001
 Waste name: IGNITABLE WASTE

Waste code: D002
 Waste name: CORROSIVE WASTE

Waste code: D006
 Waste name: CADMIUM

Waste code: D008
 Waste name: LEAD

Waste code: D016
 Waste name: BENZENE

Waste code: D027
 Waste name: 1,4-DICHLOROBENZENE

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Waste code: D039
Waste name: TETRACHLOROETHYLENE
Waste code: D040
Waste name: TRICHLOROETHYLENE

Biennial Reports:

Last Biennial Reporting Year: 2013

Annual Waste Handled:

Waste code: D008
Waste name: LEAD
Amount (Lbs): 19540

Facility Has Received Notices of Violations:

Regulation violated: Not reported
Area of violation: Universal Waste - Small Quantity Handlers
Date of violation determined: 04/25/2011
Date achieved compliance: 07/20/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 04/26/2011
Enf. disposition status: Action Satisfied (Case Closed)
Enf. disp. status date: 07/22/2011
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Evaluation Action Summary:

Evaluation date: 04/25/2011
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Universal Waste - Small Quantity Handlers
Date achieved compliance: 07/20/2011
Evaluation lead agency: State
Evaluation date: 03/27/2007
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: EPA
Evaluation date: 04/26/1990
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State
Evaluation date: 05/20/1987
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State
Evaluation date: 11/01/1983

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: EPA

NY MANIFEST:

Country: USA
EPA ID: NYD002234565
Facility Status: Not reported
Location Address 1: 1 DUPLI PARK DRIVE
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: SYRACUSE
Location State: NY
Location Zip: 13204
Location Zip 4: Not reported

NY MANIFEST:

EPAD: NYD002234565
Mailing Name: DUPLI ENVELOPE & GRAPHICS
Mailing Contact: MARSHALL L COX
Mailing Address 1: 600 NORTH FRANKLIN ST
Mailing Address 2: Not reported
Mailing City: SYRACUSE
Mailing State: NY
Mailing Zip: 13204
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 3154721316

NY MANIFEST:

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2013
Trans1 State ID: ILR000130062
Trans2 State ID: IND984868406
Generator Ship Date: 10/30/2013
Trans1 Recv Date: 10/30/2013
Trans2 Recv Date: 11/01/2013
TSD Site Recv Date: 11/20/2013
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: MID980615298
TSD ID 2: Not reported
Manifest Tracking Number: 002282470GBF
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H061
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 50
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1
Waste Code: F003
Waste Code 1_2: F005
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: ILR000130062
Trans2 State ID: IND984868406
Generator Ship Date: 10/17/2012
Trans1 Recv Date: 10/17/2012
Trans2 Recv Date: 10/19/2012
TSD Site Recv Date: 11/02/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: MID980615298
TSD ID 2: Not reported
Manifest Tracking Number: 001027333GBF
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Quantity: 30.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: L Landfill.
Specific Gravity: 1.0
Waste Code: D002
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: ILR000130062
Trans2 State ID: IND984868406
Generator Ship Date: 10/17/2012
Trans1 Recv Date: 10/17/2012
Trans2 Recv Date: 10/19/2012
TSD Site Recv Date: 11/02/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: MID980615298
TSD ID 2: Not reported
Manifest Tracking Number: 001027333GBF
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported

Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 40.0
Units: P - Pounds
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: L Landfill.
Specific Gravity: 1.0
Waste Code: D002
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: ILR000130062
Trans2 State ID: IND984868406
Generator Ship Date: 10/17/2012
Trans1 Recv Date: 10/17/2012
Trans2 Recv Date: 10/19/2012
TSD Site Recv Date: 11/02/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: MID980615298
TSD ID 2: Not reported
Manifest Tracking Number: 001027333GBF
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 16.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: L Landfill.
Specific Gravity: 1.0
Waste Code: D011
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: ILR000130062

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Trans2 State ID: ALD067138891
Generator Ship Date: 03/28/2012
Trans1 Recv Date: 03/28/2012
Trans2 Recv Date: 03/30/2012
TSD Site Recv Date: 04/11/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: MID980615298
TSD ID 2: Not reported
Manifest Tracking Number: 001783278GBF
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 400.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DM - Metal drums, barrels
Handling Method: L Landfill.
Specific Gravity: 1.0
Waste Code: F003
Waste Code 1_2: F005
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: ILR000130062
Trans2 State ID: IND984868406
Generator Ship Date: 11/28/2012
Trans1 Recv Date: 11/28/2012
Trans2 Recv Date: 12/01/2012
TSD Site Recv Date: 12/16/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Trans2 EPA ID: Not reported
TSD ID 1: MID980615298
TSD ID 2: Not reported
Manifest Tracking Number: 001846823GBF
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 2.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: L Landfill.
Specific Gravity: 1.0
Waste Code: D002
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: ILR000130062
Trans2 State ID: ALD067138891
Generator Ship Date: 03/22/2011
Trans1 Recv Date: 03/22/2011
Trans2 Recv Date: 03/25/2011
TSD Site Recv Date: 04/15/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: MID980615298
TSD ID 2: Not reported
Manifest Tracking Number: 001465721GBF
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 400.0
Units: P - Pounds
Number of Containers: 1.0
Container Type: DM - Metal drums, barrels
Handling Method: L Landfill.
Specific Gravity: 1.0
Waste Code: F003
Waste Code 1_2: F005
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: NYR000045724
Trans2 State ID: Not reported
Generator Ship Date: 01/14/2011
Trans1 Recv Date: 01/14/2011
Trans2 Recv Date: Not reported
TSD Site Recv Date: 01/17/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NYD049836679
TSD ID 2: Not reported
Manifest Tracking Number: 007053352JK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H132
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 19540.0
Units: P - Pounds
Number of Containers: 1.0
Container Type: CM - Metal boxes, cases, roll-offs
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 1.0
Waste Code: D008
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2010
Trans1 State ID: ILR000130062
Trans2 State ID: ALD067138991
Generator Ship Date: 07/27/2010
Trans1 Recv Date: 07/27/2010
Trans2 Recv Date: 07/30/2010
TSD Site Recv Date: 08/26/2010
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: MID980615298
TSD ID 2: Not reported
Manifest Tracking Number: 001233958GBF
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 400.0
Units: P - Pounds
Number of Containers: 1.0
Container Type: DM - Metal drums, barrels
Handling Method: L Landfill.
Specific Gravity: 1.0

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Waste Code: F003
Waste Code 1_2: F005
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2008
Trans1 State ID: ILR000130062
Trans2 State ID: IN000640847
Generator Ship Date: 05/27/2008
Trans1 Recv Date: 05/27/2008
Trans2 Recv Date: 05/29/2008
TSD Site Recv Date: 06/11/2008
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: SCD036275626
TSD ID 2: Not reported
Manifest Tracking Number: 00066593GBF
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H061
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 53.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: F003
Waste Code 1_2: F005
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

seq: Not reported
Year: 2008
Trans1 State ID: TXR000050930
Trans2 State ID: Not reported
Generator Ship Date: 01/17/2008
Trans1 Recv Date: 01/17/2008
Trans2 Recv Date: Not reported
TSD Site Recv Date: 02/05/2008
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: ILD980613913
TSD ID 2: Not reported
Manifest Tracking Number: 000951601SKS
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H020
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 54.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 1.0
Waste Code: F005
Waste Code 1_2: F003
Waste Code 1_3: D001
Waste Code 1_4: D018
Waste Code 1_5: D035
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2008
Trans1 State ID: ILR000130062
Trans2 State ID: IN000640847
Generator Ship Date: 01/11/2008
Trans1 Recv Date: 01/11/2008
Trans2 Recv Date: 01/11/2008
TSD Site Recv Date: 02/01/2008
Part A Recv Date: Not reported

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: SCD036275626
TSD ID 2: Not reported
Manifest Tracking Number: 000388652GBF
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H061
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 50.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: F003
Waste Code 1_2: F005
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2007
Trans1 State ID: TXR000050930
Trans2 State ID: Not reported
Generator Ship Date: 05/16/2007
Trans1 Recv Date: 05/16/2007
Trans2 Recv Date: Not reported
TSD Site Recv Date: 05/30/2007
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002234565
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: ILD980613913
TSD ID 2: Not reported
Manifest Tracking Number: 000313364SKS
Import Indicator: N
Export Indicator: N

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H020
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 20
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1
 Waste Code: F005
 Waste Code 1_2: F003
 Waste Code 1_3: D001
 Waste Code 1_4: D018
 Waste Code 1_5: D035
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2007
 Trans1 State ID: TXR000050930
 Trans2 State ID: Not reported
 Generator Ship Date: 01/23/2007
 Trans1 Recv Date: 01/23/2007
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/06/2007
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD002234565
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: ILD980613913
 TSD ID 2: Not reported
 Manifest Tracking Number: 000343809SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H020

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 18
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1
 Waste Code: F005
 Waste Code 1_2: F003
 Waste Code 1_3: D001
 Waste Code 1_4: D018
 Waste Code 1_5: D035
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2007
 Trans1 State ID: TXR000050930
 Trans2 State ID: NJD071629976
 Generator Ship Date: 03/22/2007
 Trans1 Recv Date: 03/22/2007
 Trans2 Recv Date: 03/26/2007
 TSD Site Recv Date: 04/05/2007
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD002234565
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: ILD980613913
 TSD ID 2: Not reported
 Manifest Tracking Number: 000409876SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H020
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 36
 Units: P - Pounds
 Number of Containers: 1

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1
 Waste Code: F005
 Waste Code 1_2: F003
 Waste Code 1_3: D001
 Waste Code 1_4: D018
 Waste Code 1_5: D035
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2007
 Trans1 State ID: TXR000050930
 Trans2 State ID: Not reported
 Generator Ship Date: 07/13/2007
 Trans1 Recv Date: 07/13/2007
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/31/2007
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD002234565
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: ILD980613913
 TSD ID 2: Not reported
 Manifest Tracking Number: 000445839SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H020
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 18
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1
 Waste Code: F005
 Waste Code 1_2: F003
 Waste Code 1_3: D001
 Waste Code 1_4: D018
 Waste Code 1_5: D035
 Waste Code 1_6: Not reported

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2007
 Trans1 State ID: TXR000050930
 Trans2 State ID: NJD071629976
 Generator Ship Date: 11/02/2007
 Trans1 Recv Date: 11/02/2007
 Trans2 Recv Date: 11/12/2007
 TSD Site Recv Date: 11/27/2007
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD002234565
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: ILD980613913
 TSD ID 2: Not reported
 Manifest Tracking Number: 000764833SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H020
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 18
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1
 Waste Code: F005
 Waste Code 1_2: F003
 Waste Code 1_3: D001
 Waste Code 1_4: D018
 Waste Code 1_5: D035
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2007
 Trans1 State ID: TXR000050930
 Trans2 State ID: Not reported
 Generator Ship Date: 09/04/2007
 Trans1 Recv Date: 09/04/2007
 Trans2 Recv Date: Not reported

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

TSD Site Recv Date: 09/18/2007
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD002234565
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: ILD980513913
 TSD ID 2: Not reported
 Manifest Tracking Number: 000856659SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H020
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 18
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1
 Waste Code: F005
 Waste Code 1_2: F003
 Waste Code 1_3: D001
 Waste Code 1_4: D018
 Waste Code 1_5: D035
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2007
 Trans1 State ID: TXR000050930
 Trans2 State ID: NYD980769947
 Generator Ship Date: 09/13/2007
 Trans1 Recv Date: 09/13/2007
 Trans2 Recv Date: 09/14/2007
 TSD Site Recv Date: 09/15/2007
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD002234565
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: KYD053348108
 TSD ID 2: Not reported
 Manifest Tracking Number: 000553044SKS

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H061
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 456
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2007
 Trans1 State ID: TXR000050930
 Trans2 State ID: NYD980769947
 Generator Ship Date: 01/09/2007
 Trans1 Recv Date: 01/09/2007
 Trans2 Recv Date: 01/12/2007
 TSD Site Recv Date: 01/13/2007
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD002234565
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: KYD053348108
 TSD ID 2: Not reported
 Manifest Tracking Number: 000787955JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported

DUPLI ENVELOPE & GRAPHICS (Continued)

1000186389

Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H061
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 458
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

[Click this hyperlink](#) while viewing on your computer to access 140 additional NY_MANIFEST record(s) in the EDR Site Report.

C17 **AMERICAN ADVANCED ORGANICS** **RCRA NonGen / NLR** **1001229361**
 South **1 DUPLI PARK DR** **FINDS** **NYR000059402**
 < 1/8 **SYRACUSE, NY 13204** **NY MANIFEST**
 0.053 mi. **ECHO**
 278 ft. **Site 4 of 4 in cluster C**
 Relative: **RCRA NonGen / NLR:**
 Higher: Date form received by agency: 01/01/2007
 Actual: Facility name: ALBANY MOLECULAR RESEARCH
 380 ft. Facility address: 1 DUPLI PARK DR
 SYRACUSE, NY 13212
 EPA ID: NYR000059402
 Mailing address: PERFORMANCE DR
 NORTH SYRACUSE, NY 13212
 Contact: FRANK C FRITCHER
 Contact address: PERFORMANCE DR
 NORTH SYRACUSE, NY 13212
 Contact country: US
 Contact telephone: (315) 458-3576
 Telephone ext.: 5002
 Contact email: Not reported
 EPA Region: 02
 Land type: Facility is not located on Indian land. Additional information is not known.
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste
 Owner/Operator Summary:
 Owner/operator name: AMERICAN ADVANCED ORGANICS INC
 Owner/operator address: PO BOX 11170
 SYRACUSE, NY 13218
 Owner/operator country: US
 Owner/operator telephone: (315) 477-5000

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: AMERICAN ADVANCED ORGANICS INC
 Owner/operator address: PO BOX 11170
 SYRACUSE, NY 13218
 Owner/operator country: US
 Owner/operator telephone: (315) 477-5000
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2008
 Site name: ALBANY MOLECULAR RESEARCH
 Classification: Not a generator, verified
 Date form received by agency: 02/26/2002
 Site name: ALBANY MOLECULAR RESEARCH
 Classification: Large Quantity Generator
 Date form received by agency: 01/01/2001
 Site name: AMERICAN ADVANCED ORGANICS
 Classification: Large Quantity Generator
 Date form received by agency: 08/17/1998
 Site name: AMERICAN ADVANCED ORGANICS
 Classification: Small Quantity Generator
 - Waste code: D001
 - Waste name: IGNITABLE WASTE
 - Waste code: F002
 - Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBEZENE, 1,1,2-TRICHLORO-1,1,2-TRIFLUOROETHANE,

AMERICAN ADVANCED ORGANICS (Continued) 1001229361

ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2-TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F003
Waste name: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F004
Waste name: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: CRESOLS, CRESYLIC ACID, AND NITROBENZENE; AND THE STILL BOTTOMS FROM THE RECOVERY OF THESE SOLVENTS; 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, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F005
Waste name: 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.

Waste code: U002
Waste name: 2-PROPANONE (I) (OR) ACETONE (I)

Waste code: U003
Waste name: ACETONITRILE (I,T)

Waste code: U031
Waste name: 1-BUTANOL (I) (OR) N-BUTYL ALCOHOL (I)

Waste code: U080
Waste name: METHANE, DICHLORO- (OR) METHYLENE CHLORIDE

Waste code: U112
Waste name: ACETIC ACID, ETHYL ESTER (I) (OR) ETHYL ACETATE (I)

Waste code: U154
Waste name: METHANOL (I) (OR) METHYL ALCOHOL (I)

Waste code: U213
Waste name: FURAN, TETRAHYDRO-(I) (OR) TETRAHYDROFURAN (I)

AMERICAN ADVANCED ORGANICS (Continued) 1001229361

Waste code: U220
Waste name: BENZENE, METHYL- (OR) TOLUENE

Facility Has Received Notices of Violations:
Regulation violated: Not reported
Area of violation: Generators - General
Date violation determined: 04/17/1999
Date achieved compliance: 04/17/1999
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 04/17/1999
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Evaluation Action Summary:
Evaluation date: 04/07/1999
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Generators - General
Date achieved compliance: 04/17/1999
Evaluation lead agency: State

FINDS:
Registry ID: 110004546055

Environmental Interest/Information System
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

FIS (New York - Facility Information System) is New York's Department of Environmental Conservation (DEC) information system for tracking environmental facility information found across the State.

HAZARDOUS WASTE BIENNIAL REPORTER

NY MANIFEST:
Country: USA
EPA ID: NYR000059402
Facility Status: Not reported
Location Address 1: 1 GAIL BORDER DRIVE
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: SYRACUSE
Location State: NY
Location Zip: 13218
Location Zip 4: Not reported

AMERICAN ADVANCED ORGANICS (Continued) 1001229361

NY MANIFEST:
EPAID: NYR000059402
Mailing Name: AMERICAN ADVANCED ORGANICS
Mailing Contact: KENTON SHULTIS
Mailing Address 1: 7001 PERFORMANCE DRIVE
Mailing Address 2: Not reported
Mailing City: SYRACUSE
Mailing State: NY
Mailing Zip: 13212
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 3154475000

NY MANIFEST:
Document ID: NYG0891747
Manifest Status: Not reported
seq: 01
Year: 2001
Trans1 State ID: Not reported
Trans2 State ID: Not reported
Generator Ship Date: 06/29/2001
Trans1 Recv Date: 06/29/2001
Trans2 Recv Date: Not reported
TSD Site Recv Date: 07/11/2001
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000059402
Trans1 EPA ID: NYF006000053
Trans2 EPA ID: Not reported
TSDF ID 1: CDX119000000
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00400
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES

AMERICAN ADVANCED ORGANICS (Continued) 1001229361

Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00200
Units: P - Pounds
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00

Document ID: NYG0891765
Manifest Status: Not reported
seq: 01
Year: 2001
Trans1 State ID: RP73464QU
Trans2 State ID: Not reported
Generator Ship Date: 09/07/2001
Trans1 Recv Date: 09/07/2001
Trans2 Recv Date: Not reported
TSD Site Recv Date: 09/24/2001
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000059402
Trans1 EPA ID: NYF006000053
Trans2 EPA ID: Not reported
TSDF ID 1: CDX119000000
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00800
Units: P - Pounds
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00

Document ID: ARA1169993
Manifest Status: Not reported
seq: 01
Year: 2001

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Trans1 State ID: H205
 Trans2 State ID: Not reported
 Generator Ship Date: 02/08/2001
 Trans1 Recv Date: 02/08/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/22/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000059402
 Trans1 EPA ID: OHD009865825
 Trans2 EPA ID: Not reported
 TSD F ID 1: ARD069748192
 TSD F ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00050
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00050
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00450
 Units: P - Pounds
 Number of Containers: 009
 Container Type: DF - Fiberboard or plastic drums (glass)

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: ARA1169994
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: H205
 Trans2 State ID: Not reported
 Generator Ship Date: 01/31/2001
 Trans1 Recv Date: 01/31/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/10/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000059402
 Trans1 EPA ID: OHD009865825
 Trans2 EPA ID: Not reported
 TSD F ID 1: ARD069748192
 TSD F ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00134
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00402
 Units: P - Pounds
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00134
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01340
 Units: P - Pounds
 Number of Containers: 010
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: ARA1169995
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: H205
 Trans2 State ID: Not reported
 Generator Ship Date: 01/24/2001
 Trans1 Recv Date: 01/24/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/28/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000059402
 Trans1 EPA ID: OHD009865825
 Trans2 EPA ID: Not reported
 TSD F ID 1: ARD069748192
 TSD F ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00160

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00960
 Units: P - Pounds
 Number of Containers: 006
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00160
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02240
 Units: P - Pounds
 Number of Containers: 014
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: ARA1169997
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: H205
 Trans2 State ID: Not reported
 Generator Ship Date: 01/17/2001
 Trans1 Recv Date: 01/17/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/25/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000059402
 Trans1 EPA ID: OHD009865825
 Trans2 EPA ID: Not reported
 TSD F ID 1: ARD069748192
 TSD F ID 2: Not reported
 Manifest Tracking Number: Not reported

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00198
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00891
 Units: P - Pounds
 Number of Containers: 009
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: ARA1170454
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: H205
 Trans2 State ID: Not reported
 Generator Ship Date: 01/11/2001
 Trans1 Recv Date: 01/11/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/16/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000059402
 Trans1 EPA ID: CHD009865825
 Trans2 EPA ID: Not reported
 TSD ID 1: ARD069748192
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00070
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00070
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00070
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00840
 Units: P - Pounds
 Number of Containers: 012
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: ARA1170457
 Manifest Status: Not reported
 seq: 01
 Year: 2001

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Trans1 State ID: H205
 Trans2 State ID: Not reported
 Generator Ship Date: 01/03/2001
 Trans1 Recv Date: 01/03/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/14/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000059402
 Trans1 EPA ID: CHD009865825
 Trans2 EPA ID: Not reported
 TSD ID 1: ARD069748192
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00126
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00378
 Units: P - Pounds
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00126
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01638
 Units: P - Pounds
 Number of Containers: 013
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: ARA1189142
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: H205
 Trans2 State ID: Not reported
 Generator Ship Date: 03/15/2001
 Trans1 Recv Date: 03/15/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 03/25/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000059402
 Trans1 EPA ID: CHD009865825
 Trans2 EPA ID: Not reported
 TSD ID 1: ARD069748192
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00203
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 02842
Units: P - Pounds
Number of Containers: 014
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00203
Units: P - Pounds
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 03045
Units: P - Pounds
Number of Containers: 015
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Document ID: ARA1189143
Manifest Status: Not reported
seq: 01
Year: 2001
Trans1 State ID: H205
Trans2 State ID: Not reported
Generator Ship Date: 03/21/2001
Trans1 Recv Date: 03/21/2001
Trans2 Recv Date: Not reported
TSD Site Recv Date: 04/03/2001
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000059402
Trans1 EPA ID: OHD009865825
Trans2 EPA ID: Not reported
TSD ID 1: ARD069748192
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00476
Units: P - Pounds
Number of Containers: 004
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00119
Units: P - Pounds
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 01190
Units: P - Pounds
Number of Containers: 010
Container Type: CF - Fiber or plastic boxes, cartons
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Document ID: ARA1189146
Manifest Status: Not reported
seq: 01
Year: 2001
Trans1 State ID: H205
Trans2 State ID: Not reported
Generator Ship Date: 03/07/2001
Trans1 Recv Date: 03/07/2001
Trans2 Recv Date: Not reported
TSD Site Recv Date: 03/12/2001
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000059402
Trans1 EPA ID: OHD009865825
Trans2 EPA ID: Not reported
TSD ID 1: ARD069748192
TSD ID 2: Not reported
Manifest Tracking Number: Not reported

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00340
Units: P - Pounds
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00850
Units: P - Pounds
Number of Containers: 005
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00170
Units: P - Pounds
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 01700
Units: P - Pounds
Number of Containers: 010
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Document ID: ARA1189147
Manifest Status: Not reported
seq: 01
Year: 2001
Trans1 State ID: H205
Trans2 State ID: Not reported
Generator Ship Date: 02/28/2001
Trans1 Recv Date: 02/28/2001
Trans2 Recv Date: Not reported
TSD Site Recv Date: 03/09/2001
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000059402
Trans1 EPA ID: OHD009865825
Trans2 EPA ID: Not reported
TSD ID 1: ARD069748192
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00429
Units: P - Pounds
Number of Containers: 003
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00143
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Quantity: 01287
Units: P - Pounds
Number of Containers: 009
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Document ID: ARA1189148
Manifest Status: Not reported
seq: 01
Year: 2001
Trans1 State ID: H205
Trans2 State ID: Not reported
Generator Ship Date: 02/21/2001
Trans1 Recv Date: 02/21/2001
Trans2 Recv Date: Not reported
TSD Site Recv Date: 03/04/2001
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000059402
Trans1 EPA ID: OHD009865825
Trans2 EPA ID: Not reported
TSD ID 1: ARD069748192
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00150
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00450
Units: P - Pounds
Number of Containers: 003
Container Type: DM - Metal drums, barrels

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00150
Units: P - Pounds
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 01050
Units: P - Pounds
Number of Containers: 007
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Document ID: ARA1189149
Manifest Status: Not reported
seq: 01
Year: 2001
Trans1 State ID: H205
Trans2 State ID: Not reported
Generator Ship Date: 02/14/2001
Trans1 Recv Date: 02/14/2001
Trans2 Recv Date: Not reported
TSD Site Recv Date: 02/24/2001
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000059402
Trans1 EPA ID: OHD009865825
Trans2 EPA ID: Not reported
TSD ID 1: ARD069748192
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00103
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00200
Units: P - Pounds
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00103
Units: P - Pounds
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 01133
Units: P - Pounds
Number of Containers: 011
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Document ID: ARA1193079
Manifest Status: Not reported
seq: 01
Year: 2001
Trans1 State ID: H205
Trans2 State ID: Not reported
Generator Ship Date: 03/30/2001
Trans1 Recv Date: 03/30/2001
Trans2 Recv Date: Not reported
TSD Site Recv Date: 04/11/2001
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000059402
Trans1 EPA ID: OHD009865825

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Trans2 EPA ID: Not reported
TSD ID 1: ARD069748192
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00190
Units: P - Pounds
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00095
Units: P - Pounds
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00855
Units: P - Pounds
Number of Containers: 009
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Document ID: ARA1209084
Manifest Status: Not reported
seq: 01
Year: 2001
Trans1 State ID: H245
Trans2 State ID: Not reported
Generator Ship Date: 10/29/2001

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Trans 1 Rev Date: 10/29/2001
 Trans 2 Rev Date: Not reported
 TSD Site Rev Date: 11/01/2001
 Part A Rev Date: Not reported
 Part B Rev Date: Not reported
 Generator EPA ID: NYR000059402
 Trans 1 EPA ID: NYD980769947
 Trans 2 EPA ID: Not reported
 TSD ID 1: ARD069748192
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00800
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00200
 Units: P - Pounds
 Number of Containers: 010
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: ARA1209087
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans 1 State ID: H245
 Trans 2 State ID: Not reported
 Generator Ship Date: 08/27/2001
 Trans 1 Rev Date: 08/27/2001
 Trans 2 Rev Date: Not reported
 TSD Site Rev Date: 09/10/2001
 Part A Rev Date: Not reported

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Part B Rev Date: Not reported
 Generator EPA ID: NYR000059402
 Trans 1 EPA ID: NYD980769947
 Trans 2 EPA ID: Not reported
 TSD ID 1: ARD069748192
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00144
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00576
 Units: P - Pounds
 Number of Containers: 004
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00144
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00144
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Quantity: 01450
 Units: P - Pounds
 Number of Containers: 010
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: ARA1209088
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans 1 State ID: H245
 Trans 2 State ID: Not reported
 Generator Ship Date: 08/21/2001
 Trans 1 Rev Date: 08/21/2001
 Trans 2 Rev Date: Not reported
 TSD Site Rev Date: 08/28/2001
 Part A Rev Date: Not reported
 Part B Rev Date: Not reported
 Generator EPA ID: NYR000059402
 Trans 1 EPA ID: NYD980769947
 Trans 2 EPA ID: Not reported
 TSD ID 1: ARD069748192
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00258
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00258
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00129
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01290
 Units: P - Pounds
 Number of Containers: 010
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: ARA1209089
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans 1 State ID: H245
 Trans 2 State ID: Not reported
 Generator Ship Date: 08/14/2001
 Trans 1 Rev Date: 08/14/2001
 Trans 2 Rev Date: Not reported
 TSD Site Rev Date: 08/24/2001
 Part A Rev Date: Not reported
 Part B Rev Date: Not reported
 Generator EPA ID: NYR000059402
 Trans 1 EPA ID: NYD980769947
 Trans 2 EPA ID: Not reported
 TSD ID 1: ARD069748192
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Waste Code: Not reported
Waste Code: Not reported
Waste Code: 00282
Quantity: P - Pounds
Units: 002
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: 00282
Quantity: P - Pounds
Units: 002
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: 00141
Quantity: P - Pounds
Units: 001
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: 00142
Quantity: P - Pounds
Units: 002
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: 00071
Quantity: P - Pounds
Units: 001
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: 00710
Quantity: P - Pounds
Units: 010
Number of Containers: 010

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Trans2 EPA ID: Not reported
TSD ID 1: ARD069748192
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00071
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00142
Units: P - Pounds
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00071
Units: P - Pounds
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00710
Units: P - Pounds
Number of Containers: 010

AMERICAN ADVANCED ORGANICS (Continued)

1001229361

Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00

[Click this hyperlink](#) while viewing on your computer to access 108 additional NY_MANIFEST record(s) in the EDR Site Report.

ECHO:
Envid: 1001229361
Registry ID: 110004546055
DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110004546055

D19 ROTONDO WAREHOUSE
NNE 212 WEST DIVISION ST
< 1/8 SYRACUSE, NY
0.053 mi. Site 3 of 6 in cluster D
280 ft. Relative: Higher
Actual: 389 ft.

NY Spills S109827394
N/A

SPILLS:
Facility ID: 0904040
Facility Type: ER
DER Facility ID: 365254
Site ID: 416181
DEC Region: 7
Spill Date: 2009-07-07
Spill Number/Closed Date: 0904040 / 2009-07-29
Spill Cause: Unknown
Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
SWIS: 3415
Investigator: kacahill
Referred To: Not reported
Reported to Dept: 2009-07-07
CID: Not reported
Water Affected: Not reported
Spill Source: Unknown
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: 2009-07-07
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2009-07-07
Spill Record Last Update: 2010-01-12
Spiller Name: COSIMO ZAVAGLIA
Spiller Company: CLINTON ST. SOMA LLC
Spiller Address: 212 WEST DIVISION ST
Spiller City,St,Zip: SYRACUSE, NY
Spiller Company: 999
Contact Name: SAME AS ABOVE
Contact Phone: Not reported
DEC Memo: *05/27/09 CES is indicating that they encountered an area of free product on the site based on visual observation of soil borings. They plan to install more borings and send samples to lab to determine the extent of the area. 07/29/09 Received analytical data from CES for 2

ROTONDO WAREHOUSE (Continued)

S109827394

Remarks: soil samples. Data supports closure of the spill.*
"fuel oil in soil that they have collected. Approx. 8 feet below grade."

Material:
Site ID: 416181
Operable Unit ID: 1172496
Operable Unit: 01
Material ID: 2164367
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: Not reported
Units: Not reported
Recovered: Not reported
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:
Facility ID: 0902302
Facility Type: ER
DER Facility ID: 363472
Site ID: 414339
DEC Region: 7
Spill Date: 2009-05-27
Spill Number/Closed Date: 0902302 / 2009-08-06
Spill Cause: Unknown
Spill Class: No spill occurred. No DEC Response. No corrective action required.
SWIS: 3415
Investigator: kacahill
Referred To: Not reported
Reported to Dept: 2009-05-27
CID: Not reported
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Local Agency
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2009-05-27
Spill Record Last Update: 2009-08-14
Spiller Name: COSIMO ZAVAGLIA
Spiller Company: CLINTON ST. SOMA LLC
Spiller Address: 212 WEST DIVISION ST
Spiller City,St,Zip: SYRACUSE, NY
Spiller Company: 999
Contact Name: CALLER
Contact Phone: Not reported
DEC Memo: *Referred to Remediation. See related spill 06-50792.*
Remarks: *Lab Results from Groundwater tests. Advice only. Would like DEC to contact them.*

MAP FINDINGS

ROTONDO WAREHOUSE (Continued) S109827394

Material:
 Site ID: 414339
 Operable Unit ID: 1170728
 Operable Unit: 01
 Material ID: 2162477
 Material Code: 2633A
 Material Name: trichloroethene (TCE)
 Case No.: 00079016
 Material FA: Hazardous Material
 Quantity: Not reported
 Units: Gallons
 Recovered: Not reported
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

D19 ROTONDO WAREHOUSE SEMS-ARCHIVE 1000872169
 NNE 212 W DIVISION ST RCRA NonGen / NLR NYD982531980
 < 1/8 SYRACUSE, NY 13204 FINDS NYD982531980
 0.053 mi. NY MANIFEST
 280 ft. Site 4 of 6 in cluster D ECHO

Relative: SEMS-ARCHIVE:
 Higher Site ID: 202668
 EPA ID: NYD982531980
 Actual: Federal Facility: N
 389 ft. NPL: Not on the NPL
 Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

Following information was gathered from the prior CERCLIS update completed in 10/2013:
 Site ID: 0202868
 Federal Facility: Not a Federal Facility
 NPL Status: Not on the NPL
 Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

CERCLIS-NFRAP Assessment History:
 Action: DISCOVERY
 Date Started: / /
 Date Completed: 04/19/88
 Priority Level: Not reported
 Action: ARCHIVE SITE
 Date Started: / /
 Date Completed: 12/29/88
 Priority Level: Not reported

PRELIMINARY ASSESSMENT
 Date Started: 12/21/88
 Date Completed: 12/29/88
 Priority Level: NFRAP-Site does not qualify for the NPL based on existing information

RCRA NonGen / NLR:
 Date form received by agency: 01/01/2007
 Facility name: ROTONDO WAREHOUSE

MAP FINDINGS

ROTONDO WAREHOUSE (Continued) 1000872169

Facility address: 212 W DIVISION ST
 SYRACUSE, NY 132041412
 EPA ID: NYD982531980
 Mailing address: PO BOX 125
 LIVERPOOL, NY 13088
 Contact: Not reported
 Contact address: PO BOX 125
 LIVERPOOL, NY 13088
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: SAMUEL ROTONDO
 Owner/operator address: PO BOX 125
 LIVERPOOL, NY 13088
 Owner/operator country: US
 Owner/operator telephone: (315) 457-4211
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Owner/operator name: SAMUEL ROTONDO
 Owner/operator address: PO BOX 125
 LIVERPOOL, NY 13088
 Owner/operator country: US
 Owner/operator telephone: (315) 457-4211
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2006
 Site name: ROTONDO WAREHOUSE

MAP FINDINGS

ROTONDO WAREHOUSE (Continued) 1000872169

Classification: Not a generator, verified
 Date form received by agency: 07/08/1999
 Site name: ROTONDO WAREHOUSE
 Classification: Not a generator, verified
 Date form received by agency: 10/13/1993
 Site name: ROTONDO WAREHOUSE
 Classification: Small Quantity Generator
 Waste code: X001
 Waste name: WASTE OILS
 Violation Status: No violations found
 FINDS:

Registry ID: 110004421670

Environmental Interest/Information System
 RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

NY MANIFEST:
 Country: USA
 EPA ID: NYD982531980
 Facility Status: Not reported
 Location Address 1: 212 WEST DIVISION ST
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13201
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD982531980
 Mailing Name: ROTONDO WAREHOUSE
 Mailing Contact: WILLIAM N KITTS
 Mailing Address 1: 212 WEST DIVISION ST
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13201
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154516666

NY MANIFEST:
 Document ID: NHG0006081
 Manifest Status: K

MAP FINDINGS

ROTONDO WAREHOUSE (Continued) 1000872169

seq: Not reported
 Year: 1993
 Trans1 State ID: NH
 Trans2 State ID: Not reported
 Generator Ship Date: 11/09/1993
 Trans1 Recv Date: 11/09/1993
 Trans2 Recv Date: / /
 TSD Site Recv Date: 11/12/1993
 Part A Recv Date: / /
 Part B Recv Date: 01/03/1994
 Generator EPA ID: NYD982531980
 Trans1 EPA ID: NHD018902874
 Trans2 EPA ID: Not reported
 TSDF ID 1: NHD018902874
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B002 - PETROLEUM OIL WITH 50 BUT < 500 PPM PCB
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02245
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 012
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

ECHO:
 Envid: 1000872169
 Registry ID: 110004421670
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110004421670

D20 ROTONDO WAREHOUSE NY Spills S108130993
 NNE 212 W. DIVISION ST N/A
 < 1/8 SYRACUSE, NY 13204
 0.053 mi. Site 5 of 6 in cluster D
 280 ft. SPILLS:
 Relative: Facility ID: 0650792
 Higher Facility Type: ER
 Actual: DER Facility ID: 318655
 389 ft. Site ID: 368764

ROTONDO WAREHOUSE (Continued)

S108130993

DEC Region: 7
 Spill Date: 2006-08-11
 Spill Number/Closed Date: 0650792 / 2007-07-20
 Spill Cause: Other
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: R,IBRAZEL
 Referred To: Not reported
 Reported to Dept: 2006-08-11
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Other
 Cleanup Ceased: 2007-07-20
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: Not reported
 Remediation Phase: 0
 Date Entered In Computer: 2006-08-14
 Spill Record Last Update: 2008-12-10
 Spiller Name: Not reported
 Spiller Company: Not reported
 Spiller Address: Not reported
 Spiller City,St,Zip: Not reported
 Spiller Company: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: --
 Remarks: *Phase II investigation indicated residual contamination from former UST.*

Material:
 Site ID: 368764
 Operable Unit ID: 1126629
 Operable Unit: 01
 Material ID: 2116178
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 1.00
 Units: Gallons
 Recovered: Not reported
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

E21 Franklin Properties LLC
 South 101 SOLAR ST
 < 1/8 SYRACUSE, NY 13204
 0.059 mi.
 314 ft.

RCRA NonGen / NLR 1005444403
 FINDS NYR000107243
 ECHO

Site 1 of 2 in cluster E

Relative: RCRA NonGen / NLR:
 Higher: Date form received by agency:01/01/2007
 Actual: Facility name: FRANKLIN PROPERTIES LLC
 380 ft. Facility address: 101 SOLAR ST
 SYRACUSE, NY 13204
 EPA ID: NYR000107243
 Mailing address: W DIVISION ST
 SYRACUSE, NY 13204
 Contact: TIM STITT
 Contact address: W DIVISION ST
 SYRACUSE, NY 13204
 Contact country: US
 Contact telephone: (315) 475-7499
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: SYRACUSE INDUSTRIAL DEVELOP CO
 Owner/operator address: CITY HALL
 SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: (315) 448-8100
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 01/01/2001
 Owner/Op end date: Not reported
 Owner/operator name: SYRACUSE INDUSTRIAL DEVELOP CO
 Owner/operator address: CITY HALL
 SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: (315) 448-8100
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 01/01/2001
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No

FRANKLIN PROPERTIES LLC (Continued)

1005444403

Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency:01/01/2006
 Site name: FRANKLIN PROPERTIES LLC
 Classification: Not a generator, verified

Date form received by agency:06/19/2002
 Site name: FRANKLIN PROPERTIES LLC
 Classification: Small Quantity Generator

Waste code: D000
 Waste name: Not Defined
 Waste code: D008
 Waste name: LEAD

Violation Status: No violations found

FINDS:

Registry ID: 110012554299

Environmental Interest/Information System
 RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

ECHO:
 Envid: 1005444403
 Registry ID: 110012554299
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110012554299

F22 D AND J TRANS SPEC
 NW 107 7TH N
 < 1/8 LIVERPOOL, NY 13088
 0.064 mi.
 339 ft.

RCRA NonGen / NLR 1015757899
 PADS NYD088658646
 NY MANIFEST

Site 1 of 6 in cluster F

Relative: RCRA NonGen / NLR:
 Lower: Date form received by agency:01/01/2007
 Actual: Facility name: D & J TRANSPORTATION SPECIALISTS INC
 376 ft. Facility address: 227 SOLAR ST
 SYRACUSE, NY 13204
 EPA ID: NYD088658646
 Mailing address: SOLAR ST
 SYRACUSE, NY 13204
 Contact: JACK MILLER
 Contact address: SOLAR ST
 SYRACUSE, NY 13204
 Contact country: US

D AND J TRANS SPEC (Continued)

1015757899

Contact telephone: (315) 475-5989
 Contact email: Not reported
 EPA Region: 02
 Land type: Facility is not located on Indian land. Additional information is not known.
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: D&J TRANSPORTATION SPECIALISTS INC
 Owner/operator address: 227 SOLAR ST
 SYRACUSE, NY 13204
 Owner/operator country: US
 Owner/operator telephone: (315) 475-5989
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: D&J TRANSPORTATION SPECIALISTS INC
 Owner/operator address: 227 SOLAR ST
 SYRACUSE, NY 13204
 Owner/operator country: US
 Owner/operator telephone: (315) 475-5989
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency:01/01/2006
 Site name: D & J TRANSPORTATION SPECIALISTS INC
 Classification: Not a generator, verified
 Date form received by agency:03/12/1992
 Site name: D & J TRANSPORTATION SPECIALISTS INC
 Classification: Not a generator, verified
 Waste code: NONE
 Waste name: None

D AND J TRANS SPEC (Continued) 1015757899

Facility Has Received Notices of Violations:
 Regulation violated: SR - 405(1)
 Area of violation: Transporters - Manifest and Recordkeeping
 Date violation determined: 04/04/1995
 Date achieved compliance: 04/18/1995
 Violation lead agency: State
 Enforcement action: WRITTEN INFORMAL
 Enforcement action date: 04/11/1995
 Enf. disposition status: Not reported
 Enf. disp. status date: Not reported
 Enforcement lead agency: State
 Proposed penalty amount: Not reported
 Final penalty amount: Not reported
 Paid penalty amount: Not reported

Regulation violated: SS - 21c(5)
 Area of violation: Transporters - Manifest and Recordkeeping
 Date violation determined: 04/04/1995
 Date achieved compliance: 04/18/1995
 Violation lead agency: State
 Enforcement action: WRITTEN INFORMAL
 Enforcement action date: 04/11/1995
 Enf. disposition status: Not reported
 Enf. disp. status date: Not reported
 Enforcement lead agency: State
 Proposed penalty amount: Not reported
 Final penalty amount: Not reported
 Paid penalty amount: Not reported

Evaluation Action Summary:
 Evaluation date: 04/04/1995
 Evaluation: NON-FINANCIAL RECORD REVIEW
 Area of violation: Transporters - Manifest and Recordkeeping
 Date achieved compliance: 04/18/1995
 Evaluation lead agency: State

Evaluation date: 11/19/1985
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 08/03/1984
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

PADS:
 EPAID: NYD088658646
 Facility name: D AND J TRANS SPEC
 Facility Address: 107 7TH N LIVERPOOL, NY 13088
 Facility country: US
 Generator: No
 Storers: No
 Transporter: Yes

D AND J TRANS SPEC (Continued) 1015757899

Disposer: No
 Research facility: No
 Smelter: No
 Facility owner name: D AND J TRANS SPEC
 Contact title: Not reported
 Contact name: MILLER JACK B
 Contact tel: (315)475-5989
 Contact extension: Not reported
 Mailing address: 227 SOLAR ST SYRACUSE, NY 13204
 Mailing country: US
 Cert. title: Not reported
 Cert. name: Not reported
 Cert. date: 01/04/1990
 Date received: 02/21/1990

NY MANIFEST:
 Country: USA
 EPA ID: NYD088658646
 Facility Status: Not reported
 Location Address 1: 227 SOLAR ST
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD088658646
 Mailing Name: D & J TRANSPORTATION SPECIALISTS INC
 Mailing Contact: Not reported
 Mailing Address 1: Not reported
 Mailing Address 2: Not reported
 Mailing City: Not reported
 Mailing State: Not reported
 Mailing Zip: Not reported
 Mailing Zip 4: Not reported
 Mailing Country: Not reported
 Mailing Phone: Not reported

NY MANIFEST:
 Document ID: NYO1364472
 Manifest Status: B
 seq: Not reported
 Year: 1980-1981
 Trans1 State ID: Not reported
 Trans2 State ID: Not reported
 Generator Ship Date: 07/27/1981
 Trans1 Recv Date: / /
 Trans2 Recv Date: / /
 TSD Site Recv Date: 07/22/1981
 Part A Recv Date: / /
 Part B Recv Date: / /
 Generator EPA ID: NYD088658646
 Trans1 EPA ID: Not reported

D AND J TRANS SPEC (Continued) 1015757899

Trans2 EPA ID: Not reported
 TSDF ID 1: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported

Document ID: NYO1364535
 Manifest Status: B
 seq: Not reported
 Year: 1980-1981
 Trans1 State ID: Not reported
 Trans2 State ID: Not reported
 Generator Ship Date: 07/30/1981
 Trans1 Recv Date: / /
 Trans2 Recv Date: / /
 TSD Site Recv Date: 07/21/1981
 Part A Recv Date: / /
 Part B Recv Date: / /
 Generator EPA ID: NYD088658646
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported

TSDF ID 1: Not reported
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported

G23 SPILL NUMBER 9706457 NY Spills S104646287
 NE 22 DIVISION ST/N CLINTON N/A
 < 1/8 SYRACUSE, NY
 0.070 mi. Site 1 of 4 in cluster G
 372 ft. Relative: SPILLS:
 Higher Facility ID: 9706457
 Facility Type: ER
 Actual: DER Facility ID: 259847
 393 ft. Site ID: 322558

SPILL NUMBER 9706457 (Continued) S104646287

DEC Region: 7
 Spill Date: 1997-08-28
 Spill Number/Closed Date: 9706457 / 1997-10-31
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.

SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1997-08-28
 CID: 369
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Fire Department
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 1997-08-28
 Spill Record Last Update: 1997-08-28
 Spiller Name: Not reported
 Spiller Company: Not reported
 Spiller Address: Not reported
 Spiller City,St,Zip: ""Update"", ZZ
 Spiller Company: 001
 Contact Name: CHIEF BRATT
 Contact Phone: (315) 447-6273
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM*

Remarks: *SPILL OF LUBE OIL IN AN ELEVATOR OPENING-BEEN DYKED OFF BY FD AT THIS TIME. IT IS PROBABLE THAT ELEVATOR REPAIR CO IS RESPONSIBLE. ELEVATOR IS IN A GROCERY STORE-FD ASKING FOR IMMEDIATE RESPONSE FROM DEC*

Material:

Tank Test:

D24 NIAGARA MOHAWK A NATIONAL GRID CO RCRA NonGen / NLR 101778801
 NE W DIVISION ST & N CLINTON ST FINDS NYP000971622
 < 1/8 SYRACUSE, NY 13204 ECHO
 0.071 mi. Site 6 of 6 in cluster D
 374 ft. Relative: RCRA NonGen / NLR:
 Higher Date form received by agency: 06/29/2015
 Facility name: NIAGARA MOHAWK A NATIONAL GRID CO
 Actual: Facility address: W DIVISION ST & N CLINTON ST
 392 ft. MH 1006 SYRACUSE, NY 13204
 EPA ID: NYP000971622
 Mailing address: ERIE BLVD W
 SYRACUSE, NY 13202
 Contact: LENNY DELECCCHIO
 Contact address: ERIE BLVD W

NIAGARA MOHAWK A NATIONAL GRID CO (Continued) 1017788013

Contact country: SYRACUSE, NY 13202
 US
 Contact telephone: (315) 428-6670
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 04/01/2015
 Site name: NIAGARA MOHAWK A NATIONAL GRID CO
 Classification: Large Quantity Generator
 Waste code: B002
 Waste name: B002
 Waste code: B007
 Waste name: B007

Violation Status: No violations found

FINDS:

Registry ID: 110064385856

Environmental Interest/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

ECHO:

Envid: 1017788013
 Registry ID: 110064385856
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110064385856

F25 ESSELETTE PENDAFLEX NY LTANKS S102678388
 NNW SPENCER & SOLAN STREET
 < 1/8 SYRACUSE, NY
 0.080 mi.
 423 ft.

Relative: LTANKS:
 Lower Site ID: 183752
 Spill Number/Closed Date: 9510582 / 1995-12-31
 Spill Date: 1995-11-20
 Spill Cause: Tank Overfill
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1995-11-22
 CID: 266
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: 1995-12-18
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1995-11-22
 Spill Record Last Update: 1997-11-28
 Spiller Name: Not reported
 Spiller Company: ESSELETTE PENDAFLEX
 Spiller Address: SPENCER & SOLAN STREET
 Spiller City, St, Zip: SYRACUSE, NY 13202
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 153798
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM *

Actual: 377 ft.
 Remarks: *TANK REMOVAL. 2K TANK REMOVAL. GOOD CONDITION. 55 GALLON DRUM. SOIL CONTAMINATED. CFM-3 ON SITE FOR REMOVAL.*

Material:
 Site ID: 183752
 Operable Unit ID: 1025078
 Operable Unit: 01
 Material ID: 357944
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

ESSELETTE PENDAFLEX (Continued) S102678388

Tank Test:

H26 FRANKLIN CENTER RENOVATION RCRA NonGen / NLR 1005905770
 SE 455 N FRANKLIN ST FINDS NYR000108548
 < 1/8 SYRACUSE, NY 13204 NY MANIFEST
 0.081 mi. ECHO
 426 ft. Site 1 of 3 in cluster H

Relative: RCRA NonGen / NLR:
 Higher Date form received by agency: 01/01/2007
 Actual: Facility name: FRANKLIN CENTER RENOVATION
 385 ft. Facility address: 455 N FRANKLIN ST
 FRANKLIN CENTER
 SYRACUSE, NY 13204
 EPA ID: NYR000108548
 Mailing address: PO BOX 515
 SYRACUSE, NY 13205
 Contact: ANDY BREUER
 Contact address: PO BOX 515
 SYRACUSE, NY 13205
 Contact country: US
 Contact telephone: (315) 476-7917
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: 455 NORTH FRANKLIN LLC
 Owner/operator address: PO BOX 515
 SYRACUSE, NY 13205
 Owner/operator country: US
 Owner/operator telephone: (315) 476-7917
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 01/01/2001
 Owner/Op end date: Not reported
 Owner/operator name: 455 NORTH FRANKLIN LLC
 Owner/operator address: PO BOX 515
 SYRACUSE, NY 13205
 Owner/operator country: US
 Owner/operator telephone: (315) 476-7917
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 01/01/2001
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No

FRANKLIN CENTER RENOVATION (Continued) 1005905770

On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2006
 Site name: FRANKLIN CENTER RENOVATION
 Classification: Not a generator, verified

Date form received by agency: 08/13/2002
 Site name: FRANKLIN CENTER RENOVATION
 Classification: Large Quantity Generator
 Waste code: D008
 Waste name: LEAD

Violation Status: No violations found

FINDS:

Registry ID: 110013302602

Environmental Interest/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

NY MANIFEST:

Country: USA
 EPA ID: NYR000108548
 Facility Status: Not reported
 Location Address 1: 455 N FRANKLIN ST
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYR000108548
 Mailing Name: HUIBER-BRUER CONST/FRANKLIN PROPERTIES
 Mailing Address: HUIBER-BRUER CONST/FRANKLIN PROPERTIES
 Mailing Address 1: P O BOX 515
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE

FRANKLIN CENTER RENOVATION (Continued)

1005905770

Mailing State: NY
 Mailing Zip: 13205
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: Not reported

NY MANIFEST:

Document ID: NYG3218274
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: AC25363NY
 Trans2 State ID: Not reported
 Generator Ship Date: 09/09/2002
 Trans1 Recv Date: Not reported
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 09/10/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000108548
 Trans1 EPA ID: NYD097644801
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 32180
 Units: P - Pounds
 Number of Containers: 001
 Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9717147
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: AC25363NY
 Trans2 State ID: Not reported
 Generator Ship Date: 09/12/2002
 Trans1 Recv Date: 09/12/2002

FRANKLIN CENTER RENOVATION (Continued)

1005905770

Trans2 Recv Date: Not reported
 TSD Site Recv Date: 09/16/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000108548
 Trans1 EPA ID: NYD097644801
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 32460
 Units: P - Pounds
 Number of Containers: 001
 Container Type: CW - Wooden boxes
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9717156
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: AC25395NY
 Trans2 State ID: Not reported
 Generator Ship Date: 09/16/2002
 Trans1 Recv Date: 09/16/2002
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 09/19/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000108548
 Trans1 EPA ID: NYD097644801
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported

FRANKLIN CENTER RENOVATION (Continued)

1005905770

Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 30200
 Units: P - Pounds
 Number of Containers: 001
 Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9717165
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: AC25363NY
 Trans2 State ID: Not reported
 Generator Ship Date: 09/17/2002
 Trans1 Recv Date: 09/17/2002
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 09/24/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000108548
 Trans1 EPA ID: NYD097644801
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 24660
 Units: P - Pounds
 Number of Containers: 001

FRANKLIN CENTER RENOVATION (Continued)

1005905770

Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYG3073248
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: AC25359NY
 Trans2 State ID: Not reported
 Generator Ship Date: 09/04/2002
 Trans1 Recv Date: 09/04/2002
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 09/10/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000108548
 Trans1 EPA ID: NYD097644801
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 33740
 Units: P - Pounds
 Number of Containers: 001
 Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

ECHO:
 Envid: 1005905770
 Registry ID: 110013302602
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110013302602

E27 THE LOFTS AT FRANKLIN SQUARE NY AST U004048495
SSE SOLAR & PLUM STS N/A
 < 1/8 SYRACUSE, NY 13204
 0.083 mi.
 436 ft. Site 2 of 2 in cluster E

Relative:
Higher: AST:
 Region: STATE
 DEC Region: 7
 Site Status: Unregulated/Closed
 Facility Id: 7-600934
 Program Type: PBS
 UTM X: 405737.65011
 UTM Y: 4767748.38991
 Expiration Date: N/A
 Site Type: Unknown

Actual:
381 ft.

Affiliation Records:
 Site Id: 47370
 Affiliation Type: Facility Owner
 Company Name: FRANKLIN PROPERTIES LLC AS AGENT FOR S.I.D.A.
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 221 W. DIVISION ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13204
 Country Code: 001
 Phone: (315) 478-2555
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Affiliation Records:
 Site Id: 47370
 Affiliation Type: Mail Contact
 Company Name: FRANKLIN PROPERTIES LLC
 Contact Type: Not reported
 Contact Name: DOUGLAS B. SUTHERLAND
 Address1: 221 W. DIVISION ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13204
 Country Code: 001
 Phone: (315) 478-2555
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Affiliation Records:
 Site Id: 47370
 Affiliation Type: On-Site Operator
 Company Name: THE LOFTS AT FRANKLIN SQUARE
 Contact Type: Not reported
 Contact Name: TONY DIBELLO
 Address1: Not reported
 Address2: Not reported
 City: Not reported

THE LOFTS AT FRANKLIN SQUARE (Continued) U004048495

State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 428-8148
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 47370
 Affiliation Type: Emergency Contact
 Company Name: FRANKLIN PROPERTIES LLC AS AGENT FOR S.I.D.A.
 Contact Type: Not reported
 Contact Name: TONY DIBELLO
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 952-0951
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Tank Info:
 Tank Number: 001
 Tank Id: 140400
 Material Code: 0003
 Common Name of Substance: #6 Fuel Oil (On-Site Consumption)

Equipment Records:
 D01 - Pipe Type - Steel/Carbon Steel/Iron
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 I00 - Overfill - None
 A00 - Tank Internal Protection - None
 G01 - Tank Secondary Containment - Diking (Aboveground)
 H00 - Tank Leak Detection - None
 J00 - Dispenser - None
 C01 - Pipe Location - Aboveground
 3

Tank Location:
 Tank Type: Steel/Carbon Steel/Iron
 Tank Status: Closed - Removed
 Pipe Model: Not reported
 Install Date: Not reported
 Capacity Gallons: 8000
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Date Tank Closed: 01/01/2003
 Register: True
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

THE LOFTS AT FRANKLIN SQUARE (Continued) U004048495

Material Name: Not reported

Tank Number: 002
 Tank Id: 140401
 Material Code: 0003
 Common Name of Substance: #6 Fuel Oil (On-Site Consumption)

Equipment Records:
 D01 - Pipe Type - Steel/Carbon Steel/Iron
 F00 - Pipe External Protection - None
 B00 - Tank External Protection - None
 I00 - Overfill - None
 A00 - Tank Internal Protection - None
 G01 - Tank Secondary Containment - Diking (Aboveground)
 H00 - Tank Leak Detection - None
 J00 - Dispenser - None
 C01 - Pipe Location - Aboveground
 3

Tank Location:
 Tank Type: Steel/Carbon Steel/Iron
 Tank Status: Closed - Removed
 Pipe Model: Not reported
 Install Date: Not reported
 Capacity Gallons: 8000
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Date Tank Closed: 01/01/2003
 Register: True
 Modified By: TRANSLAT
 Last Modified: 03/04/2004
 Material Name: Not reported

Tank Number: 003
 Tank Id: 140402
 Material Code: 0003
 Common Name of Substance: #6 Fuel Oil (On-Site Consumption)

Equipment Records:
 D01 - Pipe Type - Steel/Carbon Steel/Iron
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 I00 - Overfill - None
 A00 - Tank Internal Protection - None
 G01 - Tank Secondary Containment - Diking (Aboveground)
 H00 - Tank Leak Detection - None
 J00 - Dispenser - None
 C01 - Pipe Location - Aboveground
 3

Tank Location:
 Tank Type: Steel/Carbon Steel/Iron
 Tank Status: Closed - Removed
 Pipe Model: Not reported
 Install Date: Not reported
 Capacity Gallons: 8000
 Tightness Test Method: NN

THE LOFTS AT FRANKLIN SQUARE (Continued) U004048495

Date Test: Not reported
 Next Test Date: Not reported
 Date Tank Closed: 01/01/2003
 Register: True
 Modified By: TRANSLAT
 Last Modified: 03/04/2004
 Material Name: Not reported

F28 SAFETY KLEEN OIL NY LTANKS S102166713
NW DUKE DRIVE NY Spills N/A
 < 1/8 SYRACUSE, NY
 0.066 mi.
 453 ft. Site 3 of 6 in cluster F

Relative:
Lower: LTANKS:
 Site ID: 319407
 Spill Number/Closed Date: 8907638 / 1989-11-01
 Spill Date: 1989-10-31
 Spill Cause: Tank Overfill
 Spill Source: Tank Truck
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: 1989-11-01
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: HDWARNER
 Referred To: Not reported
 Reported to Dept: 1989-11-01
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Affected Persons
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered in Computer: 1989-11-08
 Spill Record Last Update: 1995-02-09
 Spiller Name: Not reported
 Spiller Company: BRESLAU INC
 Spiller Address: PO BOX 130
 Spiller City, St, Zip: BRESLAU, ONTARIO, ON
 Spiller County: 039
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 106305
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 04/1/91: SAFTY KLEEN DID NOT REPORT SPILL WITHIN 2HR REQUIREMENT. CASE REPORT FORWARDED TO LEGAL STAFF FOR CONSIDERATION. *
 Remarks: **WASTE OIL SPILLED DURING TRANSFER. ABSORBANT PADS USED TO CONTAIN SPILL.

Material:
 Site ID: 319407
 Operable Unit ID: 932562
 Operable Unit: 01

SAFETY KLEEN OIL (Continued)

S102166713

Material ID: 444425
 Material Code: 0829A
 Material Name: crank case oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported
 Site ID: 319407
 Operable Unit ID: 932562
 Operable Unit: 01
 Material ID: 444424
 Material Code: 0022
 Material Name: waste oil/used oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 100.00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:

Facility ID: 9205755
 Facility Type: ER
 DER Facility ID: 106305
 Site ID: 122626
 DEC Region: 7
 Spill Date: 1992-08-19
 Spill Number/Closed Date: 9205755 / 1992-08-20
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response.
 Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: RJBRAZEL
 Referred To: Not reported
 Reported to Dept: 1992-08-19
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1992-08-19
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported
 Spiller Company: SAFETY KLEEN

SAFETY KLEEN OIL (Continued)

S102166713

Spiller Address: P.O. BOX 617
 Spiller City,St,Zip: SOLVAY, NY 13209
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: "Prior to Sept. 2004 data translation this spill Lead_DEC Field was

Remarks:

09/28/95. This is additional information about material spilled from the translation of the old spill file: WASTE PAINT THINNER."
 "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."

Material:

Site ID: 122626
 Operable Unit ID: 973114
 Operable Unit: 01
 Material ID: 409951
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 1.00
 Units: Gallons
 Recovered: 1.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 9202384
 Facility Type: ER
 DER Facility ID: 106305
 Site ID: 319408
 DEC Region: 7
 Spill Date: 1992-05-27
 Spill Number/Closed Date: 9202384 / 1992-05-28
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response.
 Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1992-05-27
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1992-05-28
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1992-05-28
 Spill Record Last Update: 1993-03-19
 Spiller Name: Not reported

SAFETY KLEEN OIL (Continued)

S102166713

Spiller Company: SAFETY KLEEN
 Spiller Address: DUKE DRIVE
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: "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."

Remarks:

"SPILL ON CONCRETE PAD DUE TO FAULTY GASKET ON 55 GAL DRUM."

Material:

Tank Test:

Facility ID: 9201391
 Facility Type: ER
 DER Facility ID: 106305
 Site ID: 122625
 DEC Region: 7
 Spill Date: 1992-05-04
 Spill Number/Closed Date: 9201391 / 1992-05-05
 Spill Cause: Unknown
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response.
 Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1992-05-05
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Unknown
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1992-05-05
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1992-05-28
 Spill Record Last Update: 1992-08-31
 Spiller Name: Not reported
 Spiller Company: SAFETY KLEEN
 Spiller Address: DUKE DRIVE
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: "Prior to Sept. 2004 data translation this spill Lead_DEC Field was CM 05/05/92. INSPECTED SITE MET W/ MR. DUMAS ON GROSS CONATMINATION RECOMMENDED TO DIG OUT CONTAMINATED SOIL AND TO TAKE SOIL SAMPLES AT END REMOVALOF SOIL. "
 Remarks: "DISCOVERED SOIL = 2 FT. INTO EXCAVATION TO PUT ON 10 ML. POLY STOCK PILE"

SAFETY KLEEN OIL (Continued)

S102166713

Material:
 Site ID: 122625
 Operable Unit ID: 965355
 Operable Unit: 01
 Material ID: 412708
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 9008906
 Facility Type: ER
 DER Facility ID: 106305
 Site ID: 122623
 DEC Region: 7
 Spill Date: 1990-11-13
 Spill Number/Closed Date: 9008906 / 1990-11-14
 Spill Cause: Human Error
 Spill Class: Not reported
 SWIS: 3415
 Investigator: HDWARNER
 Referred To: Not reported
 Reported to Dept: 1990-11-14
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1990-11-14
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: True
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1990-12-06
 Spill Record Last Update: 1995-02-09
 Spiller Name: Not reported
 Spiller Company: SAFEETY KLEEN
 Spiller Address: PO BOX 288
 Spiller City,St,Zip: MEDFORD, MA
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: "Prior to Sept. 2004 data translation this spill Lead_DEC Field was HW 03/18/91. SAFETY 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. "

Remarks:

"OVERFILLED TANKER TRUCK. HIRED ENVIRONMENTAL OIL FOR CLEAN UP."

SAFETY KLEEN OIL (Continued)

S102166713

Material:
 Site ID: 122623
 Operable Unit ID: 949440
 Operable Unit: 01
 Material ID: 562079
 Material Code: 0022
 Material Name: waste oil/used oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 100.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 9003388
 Facility Type: ER
 DER Facility ID: 106305
 Site ID: 122622
 DEC Region: 7
 Spill Date: 1990-06-22
 Spill Number/Closed Date: 9003388 / 1990-07-09
 Spill Cause: Housekeeping
 Spill Class: Not reported
 SWIS: 3415
 Investigator: GREGG
 Referred To: Not reported
 Reported to Dept: 1990-06-22
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: DEC
 Cleanup Ceased: 1990-07-09
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 1990-06-28
 Spill Record Last Update: 1990-07-30
 Spiller Name: Not reported
 Spiller Company: SAFETY KLEEN
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Company: 999
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *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. *
 3X 5' PATCH OF FRESH OIL ON GROUND.

Material:
 Site ID: 122622

SAFETY KLEEN OIL (Continued)

S102166713

Operable Unit ID: 941381
 Operable Unit: 01
 Material ID: 438084
 Material Code: 0022
 Material Name: waste oil/used oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Click this hyperlink while viewing on your computer to access additional NY_SPILL: detail in the EDR Site Report.

F29 NW < 1/8 0.089 mi. 468 ft. NIAGARA MOHAWK A NATIONAL GRID CO SPENCER ST & SOLAR ST MH 4210 SYRACUSE, NY 13204 RCRA NonGen / NLR FINDS ECHO 1017788014 NYP000971630

Relative: Lower
 Actual: 376 ft.
 RCRA NonGen / NLR:
 Date form received by agency: 06/29/2015
 Facility name: NIAGARA MOHAWK A NATIONAL GRID CO
 Facility address: SPENCER ST & SOLAR ST MH 4210 SYRACUSE, NY 13204
 EPA ID: NYP000971630
 Mailing address: ERIE BLVD W SYRACUSE, NY 13202 LENNY DELVECCHIO SYRACUSE, NY 13202
 Contact: ERIE BLVD W SYRACUSE, NY 13202
 Contact address: ERIE BLVD W SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: (315) 428-6670
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No

NIAGARA MOHAWK A NATIONAL GRID CO (Continued)

1017788014

Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:

Date form received by agency: 04/01/2015
 Site name: NIAGARA MOHAWK A NATIONAL GRID CO
 Classification: Large Quantity Generator

Violation Status: No violations found

FINDS:

Registry ID: 110064385865

Environmental Interest/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

ECHO:

Envid: 1017788014
 Registry ID: 110064385865
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110064385865

F30 NW < 1/8 0.090 mi. 474 ft. TERPENING SOLAR STREET SYRACUSE, NY NY LTANKS S100493986 N/A

Relative: Lower
 Actual: 376 ft.
 LTANKS:
 Site ID: 237973
 Spill Number/Closed Date: 9206624 / 1993-03-22
 Spill Date: 1992-09-05
 Spill Cause: Tank Overfill
 Spill Source: Tank Truck
 Spill Class: Known release with minimal potential for fire or hazard, DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: 1992-09-08
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: HDWARNER
 Referred To: Not reported
 Reported to Dept: 1992-09-08
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered in Computer: 1992-10-07
 Spill Record Last Update: 1995-03-09

TERPENING (Continued)

S100493986

Spiller Name: Not reported
 Spiller Company: TERPENING TRUCKING CO
 Spiller Address: SOLAR STREET SYRACUSE, NY
 Spiller City,St,Zip: SYRACUSE, NY 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 Spiller Phone: Not reported
 DEC Region: 7
 DER Facility ID: 196000
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW *

Remarks:

SAFETY COORDINATOR NOTICED SPILL ON LOADING RACK. MOPED UP SPILL WHICH WAS ON CONCRETE.

Material:

Site ID: 237973
 Operable Unit ID: 973802
 Operable Unit: 01
 Material ID: 554221
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 10.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:

Facility ID: 9607702
 Facility Type: ER
 DER Facility ID: 196000
 Site ID: 237974
 DEC Region: 7
 Spill Date: 1996-09-19
 Spill Number/Closed Date: 9607702 / 1996-09-24
 Spill Cause: Unknown
 Spill Class: Possible release with minimal potential for fire or hazard or known release with no damage. No DEC Response. No corrective action required.
 SWIS: 3415
 Investigator: ROMOCKI
 Referred To: Not reported
 Reported to Dept: 1996-09-19
 CID: 205
 Water Affected: ONANDOGA LAKE
 Spill Source: Passenger Vehicle
 Spill Notifier: Police Department
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: 1996-09-19

MAP FINDINGS

TERPENING (Continued)

S100493986

Recommended Penalty: False
 USF Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1996-09-19
 Spill Record Last Update: 1996-09-24
 Spiller Name: Not reported
 Spiller Company: UNKNOWN
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Company: 999
 Contact Name: NANCY ORMSBY
 Contact Phone: (315) 466-2914
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was MR 09/19/96. INSPECTED SITE DURING REMOVAL OF VEHICLE FROM THE CANAL. NO CLEANUP REQUIRED.*

Remarks: *caller stated that the police are investigating a submerged vehicle in lake.no further at this time.*

Material:
 Site ID: 237974
 Operable Unit ID: 1035829
 Operable Unit: 01
 Material ID: 561175
 Material Code: 0022
 Material Name: waste oil/used oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported
 Site ID: 237974
 Operable Unit ID: 1035829
 Operable Unit: 01
 Material ID: 561174
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

MAP FINDINGS

G31 DYNAMIC PAK
 NE 102 W DIVISION ST
 < 1/8 SYRACUSE, NY 13204
 0.102 mi.
 539 ft.

RCRA NonGen / NLR 1004762612
 FINDS NYR000098707
 NY MANIFEST ECHO

Site 2 of 4 in cluster G

Relative: RCRA NonGen / NLR:

Higher: Date form received by agency:01/01/2007
 Facility name: DYNAMIC PAK
 Actual: Facility address: 102 W DIVISION ST
 399 ft. SYRACUSE, NY 13204
 EPA ID: NYR000098707
 Mailing address: W DIVISION ST
 SYRACUSE, NY 13204
 Contact: DAVID BIRCHENROUGH
 Contact address: W DIVISION ST
 SYRACUSE, NY 13204
 Contact country: US
 Contact telephone: (315) 474-8593
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: EXPRESSWAY PROPERTIES LLC
 Owner/operator address: 102 W DIVISION ST
 SYRACUSE, NY 13204
 Owner/operator country: US
 Owner/operator telephone: (315) 474-8593
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 01/01/2001
 Owner/Op end date: Not reported
 Owner/operator name: EXPRESSWAY PROPERTIES LLC
 Owner/operator address: 102 W DIVISION ST
 SYRACUSE, NY 13204
 Owner/operator country: US
 Owner/operator telephone: (315) 474-8593
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 01/01/2001
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No

MAP FINDINGS

DYNAMIC PAK (Continued)

1004762612

Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency:01/01/2006
 Site name: DYNAMIC PAK
 Classification: Not a generator, verified

Date form received by agency:07/06/2001
 Site name: DYNAMIC PAK
 Classification: Small Quantity Generator

Waste code: D000
 Waste name: Not Defined
 Waste code: D001
 Waste name: IGNITABLE WASTE
 Waste code: D018
 Waste name: BENZENE

Violation Status: No violations found

FINDS:

Registry ID: 110009450986

Environmental Interests/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

NY MANIFEST:

Country: USA
 EPA ID: NYR000098707
 Facility Status: Not reported
 Location Address 1: 102 W DIVISION ST
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYR000098707
 Mailing Name: DYNAMIC PAK
 Mailing Contact: D BIRCHENROUGH
 Mailing Address 1: 102 W DIVISION ST
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE

MAP FINDINGS

DYNAMIC PAK (Continued)

1004762612

Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154748593

NY MANIFEST:
 Document ID: PAG3008230
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: PA4H0599
 Trans2 State ID: Not reported
 Generator Ship Date: 07/20/2001
 Trans1 Recv Date: 07/20/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 08/03/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000098707
 Trans1 EPA ID: NYD986980753
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00400
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00750
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels

DYNAMIC PAK (Continued)

1004762612

Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00

ECHO:
Envid: 1004762612
Registry ID: 110009450986
DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110009450986

G32 WEST DIVISION NY Spills S105140301
NE 102 WEST DIVISION ST N/A
< 1/8 SYRACUSE, NY
0.102 mi.
539 ft. Site 3 of 4 in cluster G

Relative: Higher
Actual: 399 ft.

SPILLS:
Facility ID: 0104647
Facility Type: ER
DER Facility ID: 236131
Site ID: 291628
DEC Region: 7
Spill Date: 2001-07-30
Spill Number/Closed Date: 0104647 / 2003-10-31
Spill Cause: Unknown
Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
SWIS: 3415
Investigator: CFMANNES
Referred To: Not reported
Reported to Dept: 2001-07-31
CID: 352
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered in Computer: 2001-07-31
Spill Record Last Update: 2003-11-05
Spiller Name: Not reported
Spiller Company: DYNAMIC TAK
Spiller Address: 102 WEST DIVISION ST
Spiller City, St, Zip: SYRACUSE, NY
Spiller Company: 001
Contact Name: BILL SIMPSON
Contact Phone: (315) 463-1643
DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM awaiting disposal receipts*
Remarks: *RESULTS FROM A PHASE 2 INVESTIGATION SHOWED SIGNS OF CONTAMINATED SOIL INCLUDING THE ABOVE MATERIAL AND OTHER SEMI-VOLATILE MATERIALS.*

Material:
Site ID: 291628
Operable Unit ID: 843035
Operable Unit: 01

WEST DIVISION (Continued)

S105140301

Material ID: 533127
Material Code: 2304A
Material Name: benzo(a)pyrene
Case No.: 00050328
Material FA: Hazardous Material
Quantity: .00
Units: Gallons
Recovered: .00
Resource Affected: Not reported
Oxygenate: Not reported
Site ID: 291628
Operable Unit ID: 843035
Operable Unit: 01
Material ID: 533129
Material Code: 2355A
Material Name: benzo(k)fluoranthene
Case No.: 00207089
Material FA: Hazardous Material
Quantity: .00
Units: Gallons
Recovered: .00
Resource Affected: Not reported
Oxygenate: Not reported
Site ID: 291628
Operable Unit ID: 843035
Operable Unit: 01
Material ID: 533125
Material Code: 0174A
Material Name: fluorine
Case No.: 07782414
Material FA: Hazardous Material
Quantity: .00
Units: Gallons
Recovered: .00
Resource Affected: Not reported
Oxygenate: Not reported
Site ID: 291628
Operable Unit ID: 843035
Operable Unit: 01
Material ID: 533128
Material Code: 2350A
Material Name: dbenz(a,h)anthracene
Case No.: 00053703
Material FA: Hazardous Material
Quantity: .00
Units: Gallons
Recovered: .00
Resource Affected: Not reported
Oxygenate: Not reported
Site ID: 291628
Operable Unit ID: 843035
Operable Unit: 01
Material ID: 533126
Material Code: 2300A
Material Name: benzo(b)fluoranthene
Case No.: 00205992
Material FA: Hazardous Material

WEST DIVISION (Continued)

S105140301

Quantity: .00
Units: Gallons
Recovered: .00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

G33 EXPRESSWAY PROPERTIES NY UST U003800507
NE 102 N. DIVISION ST NY HIST UST N/A
< 1/8 SYRACUSE, NY 13204
0.102 mi.
539 ft. Site 4 of 4 in cluster G

Relative: Higher
Actual: 399 ft.

UST:
id/Status: 7-600810 / Unregulated/Closed
Program Type: PBS
Region: STATE
DEC Region: 7
Expiration Date: N/A
UTM X: 405907.66631
UTM Y: 4768081.81878
Site Type: Unknown

Affiliation Records:
Site ID: 47246
Affiliation Type: Facility Owner
Company Name: W.D. BIRCHENOUGH
Contact Type: Not reported
Contact Name: Not reported
Address1: 102 GENESEE ST.
Address2: Not reported
City: SKANEATELES
State: NY
Zip Code: 13152
Country Code: 001
Phone: (315) 685-6724
E-Mail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Site ID: 47246
Affiliation Type: Mail Contact
Company Name: EXPRESSWAY PROPERTIES
Contact Type: Not reported
Contact Name: DAVE BIRCHENOUGH
Address1: 102 W. DIVISION ST.
Address2: Not reported
City: SYRACUSE
State: NY
Zip Code: 13204
Country Code: 001
Phone: (315) 474-8593
E-Mail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT

EXPRESSWAY PROPERTIES (Continued)

U003800507

Date Last Modified: 2004-03-04

Site ID: 47246
Affiliation Type: On-Site Operator
Company Name: EXPRESSWAY PROPERTIES
Contact Type: Not reported
Contact Name: DAVE BIRCHENOUGH
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (315) 474-8593
E-Mail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Site ID: 47246
Affiliation Type: Emergency Contact
Company Name: W.D. BIRCHENOUGH
Contact Type: Not reported
Contact Name: DAVE BIRCHENOUGH
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (315) 422-1149
E-Mail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 001
Tank ID: 138805
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 2000
Install Date: Not reported
Date Tank Closed: 07/11/2001
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0012
Common Name of Substance: Kerosene [#1 Fuel Oil] (On-Site Consumption)

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: TRANSLAT
Last Modified: 03/04/2004

EXPRESSWAY PROPERTIES (Continued)

U003800507

Equipment Records:

- H00 - Tank Leak Detection - None
- I00 - Overfill - None
- A00 - Tank Internal Protection - None
- C03 - Pipe Location - Aboveground/Underground Combination
- F00 - Pipe External Protection - None
- B00 - Tank External Protection - None
- D02 - Pipe Type - Galvanized Steel
- G03 - Tank Secondary Containment - Vault (w/o access)
- J02 - Dispenser - Suction Dispenser

HIST UST:

PBS Number: 7-600810
 SPDES Number: Not reported
 Emergency Contact: DAVE BIRCHENOUGH
 Emergency Telephone: (315) 422-1149
 Operator: DAVE BIRCHENOUGH
 Operator Telephone: (315) 474-8593
 Owner Name: W.D. BIRCHENOUGH
 Owner Address: 102 GENESEE ST.
 Owner City,St,Zip: SKANATELES, NY 13152
 Owner Telephone: (315) 685-8724
 Owner Type: Corporate/Commercial
 Owner Subtype: Not reported
 Mailing Name: EXPRESSWAY PROPERTIES
 Mailing Address: 102 W. DIVISION ST.
 Mailing Address 2: Not reported
 Mailing City,St,Zip: SYRACUSE, NY 13204
 Mailing Contact: DAVE BIRCHENOUGH
 Mailing Telephone: (315) 474-8593
 Owner Mark: First Owner
 Facility Status: 2 - Unregulated by PBS (the total capacity is less than 1,101 gallons) and Subpart 360-14.
 Facility Add2: Not reported
 SWIS ID: 3115
 Old PBS Number: Not reported
 Facility Type: Not reported
 Inspected Date: Not reported
 Inspector: Not reported
 Inspection Result: Not reported
 Federal ID: Not reported
 Certification Flag: False
 Certification Date: 07/18/2001
 Expiration Date: 07/17/2006
 Renew Flag: False
 Renewal Date: Not reported
 Total Capacity: 0
 FAMT: True
 Facility Screen: Minor Data Missing
 Owner Screen: No Missing Data
 Tank Screen: 0
 Dead Letter: False
 CBS Number: Not reported
 Town or City: SYRACUSE (C)
 County Code: 31
 Town or City: 15

EXPRESSWAY PROPERTIES (Continued)

U003800507

Region: 7

Tank ID: 001
 Tank Location: UNDERGROUND
 Tank Status: Closed-Removed
 Install Date: Not reported
 Capacity (gals): 2000
 Product Stored: KEROSENE
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: None
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: GALVANIZED STEEL
 Pipe Internal: None
 Pipe External: None
 Second Containment: Diking
 Leak Detection: None
 Overfill Prot: None
 Dispenser: Suction
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: No Missing Data
 Date Closed: 07/11/2001
 Test Method: Not reported
 Deleted: False
 Updated: True
 Lat/long: Not reported

34 WSW < 1/8 0.103 mi. 542 ft.

Relative: Lower Actual: 372 ft.

SPILLS:
 Facility ID: 1504188
 Facility Type: ER
 DER Facility ID: 465097
 Site ID: 510521
 DEC Region: 7
 Spill Date: 2015-07-20
 Spill Number/Closed Date: 1504188 / Not Reported
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: KCKEMP
 Referred To: Not reported
 Referred to Dept: 2015-07-20
 CID: Not reported
 Water Affected: NONE
 Spill Source: Commercial/Industrial
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: 2015-07-20
 Recommended Penalty: False
 UST Trust: Not reported

NY Spills S118141214 N/A

400 WEST DIVISION ST (Continued)

S118141214

Remediation Phase: 1
 Date Entered in Computer: 2015-07-20
 Spill Record Last Update: 2016-04-08
 Spiller Name: TIM STIPP
 Spiller Company: MCK DEVELOPMENT
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Company: 999
 Contact Name: CJ L'VALLEY
 Contact Phone: (315) 573-2579
 DEC Memo: 7/20/2015 - 1,000 gallon single wall steel heating oil tank removed from former industrial site by LaValley Bros. Tank exhibited several holes on bottom, and contaminated soil and fill (bricks, blocks, soil, etc.) noted at base of excavation. Walls of excavation appear to be clean and not exhibit any signs of contamination. LaValley excavated base of excavation to extent of excavator's reach then obtained composite floor sample to be analyzed for 8260, 8270 CP-51 compounds. Second sample obtained as composite of walls of excavation. Excavation site is at edge of future parking lot with no structures nearby. Area is served by municipal water and sewer. Virgin spill letter provided to LaValley to facilitate disposal of approx. 12-15 CY of contaminated soil. LaValley to provide closure report upon receipt of analytical data. KCKemp 4/8/2016 - Tracking down closure report. KCKemp
 Remarks: "excavating heating oil ust, contamination encountered."

Material:

Site ID: 510521
 Operable Unit ID: 1259785
 Operable Unit: 01
 Material ID: 2263131
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: Not reported
 Units: Gallons
 Recovered: Not reported
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

F35 NW < 1/8 0.105 mi. 554 ft.

POLE #36 SPENCER ST SYRACUSE, NY
 Site 6 of 6 in cluster F
 Relative: Lower Actual: 375 ft.
 SPILLS:
 Facility ID: 0103977
 Facility Type: ER
 DER Facility ID: 202418
 Site ID: 246469
 DEC Region: 7
 Spill Date: 2001-07-14
 Spill Number/Closed Date: 0103977 / 2001-12-19

NY Spills S105058932 N/A

POLE #36 (Continued)

S105058932

Spill Cause: Traffic Accident
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CXROSSI
 Referred To: Not reported
 Referred to Dept: 2001-07-14
 CID: 297
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Affected Persons
 Cleanup Ceased: Not reported
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 2001-07-14
 Spill Record Last Update: 2001-12-19
 Spiller Name: Not reported
 Spiller Company: UNKNOWN
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ -
 Spiller Company: 001
 Contact Name: JOHN EGAN
 Contact Phone: (315) 460-2421
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CTR *

Remarks:

"CALLER STATES A CAR HIT A UTILITY POLE WITH 3 TRANSFORMERS ON IT, THE POLE CRACK AND THE TRANSFORMERS FELL TO THE GROUND CAUSING THEM TO LEAK - SPILL IS CONTAINED"

Material:

Site ID: 246469
 Operable Unit ID: 840584
 Operable Unit: 01
 Material ID: 532486
 Material Code: 0203A
 Material Name: transformer oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 38.00
 Units: Gallons
 Recovered: 00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

H36 FRANKLIN CENTER NY LTANKS S10599089
SSE 455 NORHT FRANKLIN CENTER N/A
 < 1/8 SYRACUSE, NY
 0.116 mi.
611 ft. Site 2 of 3 in cluster H

Relative: LTANKS:
Higher Site ID: 241385
 Spill Number/Closed Date: 0302273 / 2004-05-04
Actual: Spill Date: 2003-05-27
383 ft. Spill Cause: Tank Failure
 Spill Source: Unknown
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response.
 Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2003-05-28
 CID: 282
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 2003-05-28
 Spill Record Last Update: 2004-05-05
 Spiller Name: SAME
 Spiller Company: UNKNOWN FOR NOW
 Spiller Address: SAME
 Spiller City,St,Zip: N/A, ZZ
 Spiller County: 001
 Spiller Contact: ANDY BREUER
 Spiller Phone: (315) 476-7917
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 198460
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM*
 Remarks: *THEY WERE DOING SOME ENVIORNMENTAL WORK AND FOUND CONTAMINATED SOIL AT THE SITE. *

Material:
 Site ID: 241385
 Operable Unit ID: 856995
 Operable Unit: 01
 Material ID: 506557
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

FRANKLIN CENTER (Continued) S10599089
 Tank Test:

I37 VACANT INDUSTRIAL PROPERTY NY CBS S10752300
North 128 SPENCER ST NY Spills N/A
 < 1/8 SYRACUSE, NY 13204
 0.119 mi.
627 ft. Site 1 of 7 in cluster I

Relative: CBS:
Higher CBS Number: 7-00180
 Program Type: CBS
Actual: Facility Status: Unregulated/Closed
390 ft. Expiration Date: Not reported
 Dec Region: 7
 UTMX: 405795.40628
 UTM Y: 4768235.42322

SPILLS:
 Facility ID: 0512268
 Facility Type: ER
 DER Facility ID: 308477
 Site ID: 358472
 DEC Region: 7
 Spill Date: 2006-01-23
 Spill Number/Closed Date: 0512268 / 2006-05-23
 Spill Cause: Unknown
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response.
 Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: KCKemp
 Referred To: Not reported
 Reported to Dept: 2006-01-23
 CID: 409
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Local Agency
 Cleanup Ceased: 2006-02-15
 Cleanup Meets Std: False
 Last Inspection: 2006-01-24
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2006-01-23
 Spill Record Last Update: 2010-02-04
 Spiller Name: MARK SCHUMCHER
 Spiller Company: NORTHERN YANKEES REAL ESTATE LLC
 Spiller Address: 128 SPENCER ST
 Spiller City,St,Zip: SYRACUSE, NY 13204
 Spiller County: 001
 Contact Name: MARK SCHUMCHER
 Contact Phone: (315) 445-0224
 DEC Memo: *Contamination discovered during Phase 2 ESA being conducted by potential purchaser. No data was submitted*
 Remarks: *THEY WERE DOING A SOIL SAMPLE AND FOUND IT ON A SHEEN AND THE SOIL CLEAN UP IS NOT IN PROCESS.*

VACANT INDUSTRIAL PROPERTY (Continued) S10752300

Material:
 Site ID: 358472
 Operable Unit ID: 1115711
 Operable Unit: 01
 Material ID: 2105813
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: Not reported
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 8601425
 Facility Type: ER
 DER Facility ID: 138609
 Site ID: 164378
 DEC Region: 7
 Spill Date: 1986-05-30
 Spill Number/Closed Date: 8601425 / 1986-05-30
 Spill Cause: Human Error
 Spill Class: Not reported
 SWIS: 3415
 Investigator: UNASSIGNED
 Referred To: Not reported
 Reported to Dept: 1986-05-30
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial Vehicle
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1986-05-30
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1986-07-07
 Spill Record Last Update: 1987-12-04
 Spiller Name: Not reported
 Spiller Company: BOORUM & PEASE
 Spiller Address: 128 SPENCER STREET
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was / : SYRACUSE F.D. HANDLED CLEANUP. / : SYRACUSE F.D. HANDLED CLEANUP. MINOR SPILL OF DRY AIR LACQUER RESULTEES. APPROX. 5 GALS. OF MATERIAL LEAKED BUT DID NOT AFFECT ANY RESOURC. 09/28/95. This is additional information about material spilled from the translation of the old spill file: DRY AIR LACQUER/FLAM.*

VACANT INDUSTRIAL PROPERTY (Continued) S10752300
 Remarks: *55 GAL. DRUM. FORKS PUNCTURED DRUM.*
 Material:
 Tank Test:

I38 ESSELTE PENDEFLEX CORP BOORUM & PEASE DV RCRA NonGen / NLR 1000994232
North 128 SPENCER ST ICIS NYD012498044
 < 1/8 SYRACUSE, NY 13201
 0.119 mi.
627 ft. Site 2 of 7 in cluster I
 NY MANIFEST ECHO

Relative: RCRA NonGen / NLR:
Higher Date form received by agency: 01/01/2007
 Facility name: ESSELTE PENDEFLEX CORP BOORUM & PEASE DV
Actual: Facility address: 128 SPENCER ST
390 ft. SYRACUSE, NY 13201
 EPA ID: NYD012498044
 Mailing address: SPENCER ST
 SYRACUSE, NY 13201
 Contact: Not reported
 Contact address: SPENCER ST
 SYRACUSE, NY 13201
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Land type: Facility is not located on Indian land. Additional information is not known.
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: ESSELTE PENDEFLEX
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Owner/Operator Summary:
 Owner/operator name: ESSELTE PENDEFLEX
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No

ESSELTE PENDAFLEX CORP BOORUM & PEASE DV (Continued)

1000994232

Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:

Date form received by agency: 01/01/2006
 Site name: ESSELTE PENDAFLEX CORP BOORUM & PEASE DV
 Classification: Not a generator, verified
 Date form received by agency: 03/30/1995
 Site name: ESSELTE PENDAFLEX CORP BOORUM & PEASE DV
 Classification: Not a generator, verified

Date form received by agency: 06/17/1988
 Site name: ESSELTE PENDAFLEX CORP BOORUM & PEASE DV
 Classification: Large Quantity Generator

Waste code: X002
 Waste name: POLYCHLORINATED BIPHENOLS (PCBs)

Violation Status: No violations found

Evaluation Action Summary:

Evaluation date: 04/30/1996
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

ICIS:

Enforcement Action ID: 02-1977-0002
 FRS ID: 110004326435
 Program ID: FRS 110004326435
 Action Name: MCMILLAN BOOK
 Full Address: 128 SPENCER STREET SYRACUSE NY 13204-1334
 State: New York
 Facility Name: BOORUM & PEASE CO.
 Facility Address: 128 SPENCER STREET SYRACUSE, NY 13204-1334
 Enforcement Action Type: Civil Judicial Action
 Facility County: ONONDAGA
 EPA Region #: 2

Enforcement Action ID: 02-1977-0002
 FRS ID: 110004326435
 Program ID: TRIS 13204BRMPS128SP
 Action Name: MCMILLAN BOOK
 Full Address: 128 SPENCER STREET SYRACUSE NY 13204-1334

ESSELTE PENDAFLEX CORP BOORUM & PEASE DV (Continued)

1000994232

State: New York
 Facility Name: BOORUM & PEASE CO.
 Facility Address: 128 SPENCER STREET SYRACUSE, NY 13204-1334
 Enforcement Action Type: Civil Judicial Action
 Facility County: ONONDAGA
 EPA Region #: 2

Enforcement Action ID: 02-1977-0002
 FRS ID: 110004326435
 Program ID: RCRAINFO NYD012498044
 Action Name: MCMILLAN BOOK
 Full Address: 128 SPENCER STREET SYRACUSE NY 13204-1334
 State: New York
 Facility Name: BOORUM & PEASE CO.
 Facility Address: 128 SPENCER STREET SYRACUSE, NY 13204-1334
 Enforcement Action Type: Civil Judicial Action
 Facility County: ONONDAGA
 EPA Region #: 2

Enforcement Action ID: 02-1977-0002
 FRS ID: 110004326435
 Program ID: RCRAINFO NYD000339309
 Action Name: MCMILLAN BOOK
 Full Address: 128 SPENCER STREET SYRACUSE NY 13204-1334
 State: New York
 Facility Name: BOORUM & PEASE CO.
 Facility Address: 128 SPENCER STREET SYRACUSE, NY 13204-1334
 Enforcement Action Type: Civil Judicial Action
 Facility County: ONONDAGA
 EPA Region #: 2

Enforcement Action ID: 02-1977-0002
 FRS ID: 110004326435
 Program ID: BOORUM & PEASE CO.
 Address: 128 SPENCER STREET
 Tribal Indicator: N
 Fed Facility: No
 NAIC Code: Not reported
 SIC Code: 2782

Program ID: FRS 110004326435
 Facility Name: BOORUM & PEASE CO.
 Address: 128 SPENCER STREET
 Tribal Indicator: N
 Fed Facility: No
 NAIC Code: Not reported
 SIC Code: 2782

Program ID: RCRAINFO NYD000339309
 Facility Name: BOORUM & PEASE CO.
 Address: 128 SPENCER STREET
 Tribal Indicator: N
 Fed Facility: No
 NAIC Code: Not reported
 SIC Code: 2782

Program ID: RCRAINFO NYD012498044
 Facility Name: BOORUM & PEASE CO.
 Address: 128 SPENCER STREET
 Tribal Indicator: N
 Fed Facility: No
 NAIC Code: Not reported

ESSELTE PENDAFLEX CORP BOORUM & PEASE DV (Continued)

1000994232

SIC Code: 2782
 Program ID: TRIS 13204BRMPS128SP
 Facility Name: BOORUM & PEASE CO.
 Address: 128 SPENCER STREET
 Tribal Indicator: N
 Fed Facility: No
 NAIC Code: Not reported
 SIC Code: 2782

FINDS:

Registry ID: 110004326435

Environmental Interest/Information System

US EPA TRIS (Toxic Release Inventory System) contains information from facilities on the amounts of over 300 listed toxic chemicals that these facilities release directly to air, water, land, or that are transported off-site.

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and at Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

NY MANIFEST:

Country: USA
 EPA ID: NYD012498044
 Facility Status: Not reported
 Location Address 1: 128 SPENCER STREET
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13221
 Location Zip 4: Not reported

ESSELTE PENDAFLEX CORP BOORUM & PEASE DV (Continued)

1000994232

NY MANIFEST:

EPAID: NYD012498044
 Mailing Name: ESSELTE & BORRUM
 Mailing Contact: ESSELTE & BORRUM
 Mailing Address 1: 128 SPENCER STREET-PO BOX 4891
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13221
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154795528

NY MANIFEST:

Document ID: NYA7568865
 Manifest Status: K
 seq: Not reported
 Year: 1989
 Trans1 State ID: 00000000
 Trans2 State ID: 00000000
 Generator Ship Date: 02/01/1989
 Trans1 Recv Date: 02/01/1989
 Trans2 Recv Date: / /
 TSD Site Recv Date: 02/08/1989
 Part A Recv Date: 03/16/1989
 Part B Recv Date: 02/28/1989
 Generator EPA ID: NYD012498044
 Trans1 EPA ID: MND980791321
 Trans2 EPA ID: Not reported
 TSDF ID 1: KSD80964993
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B005 - PCB ARTICLES WITH 500 PPM OR > PCB
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00718
 Units: P - Pounds
 Number of Containers: 001
 Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

ESSELTE PENDAFLEX CORP BOORUM & PEASE DV (Continued) 1000994232

Document ID: NYA7570431
 Manifest Status: C
 seq: Not reported
 Year: 1988
 Trans1 State ID: 00000000
 Trans2 State ID: 00000000
 Generator Ship Date: 08/31/1988
 Trans1 Recv Date: 08/31/1988
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/02/1988
 Part A Recv Date: 09/21/1988
 Part B Recv Date: 09/21/1988
 Generator EPA ID: NYD012498044
 Trans1 EPA ID: MND980791321
 Trans2 EPA ID: Not reported
 TSD# ID 1: KSD980964993
 TSD# ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B006 - PCB TRANSFORMERS WITH 500 PPM OR > PCB
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 14000
 Units: P - Pounds
 Number of Containers: 002
 Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: L Landfill
 Specific Gravity: 100
 Waste Code: B001 - PCB OIL (CONC) FROM TRANS, CAP, ETC
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00770
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 014
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

ESSELTE PENDAFLEX CORP BOORUM & PEASE DV (Continued) 1000994232

Quantity: 00050
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 ECHO:
 Envid: 1000994232
 Registry ID: 110004326435
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110004326435

139 North < 1/8 0.119 mi. 627 ft. BOORUM & PEASE 128 SPENCER ST SYRACUSE, NY 13204 Site 3 of 7 in cluster 1 RCRA NonGen / NLR 1000370433 NY MANIFEST NYD000339309

Relative: Higher
 Actual: 390 ft.
 RCRA NonGen / NLR:
 Date form received by agency: 01/01/2007
 Facility name: BOORUM & PEASE
 Facility address: 128 SPENCER ST SYRACUSE, NY 132041334
 EPA ID: NYD000339309
 Mailing address: SPENCER ST SYRACUSE, NY 13201
 Contact: Not reported
 Contact address: SPENCER ST SYRACUSE, NY 13201
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Land type: Facility is not located on Indian land. Additional information is not known.
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste
 Owner/Operator Summary:
 Owner/operator name: Not reported
 Owner/operator address: NOT REQUIRED
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: Not reported
 Owner/operator address: NOT REQUIRED
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported

BOORUM & PEASE (Continued) 1000370433

Owner/Op end date: Not reported
 Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No
 Historical Generators:
 Date form received by agency: 01/01/2006
 Site name: BOORUM & PEASE
 Classification: Not a generator, verified
 Date form received by agency: 07/08/1999
 Site name: BOORUM & PEASE
 Classification: Not a generator, verified
 Date form received by agency: 01/29/1996
 Site name: ESSELTE PENDA FLEX CORP BOORUM & PEASE
 Classification: Large Quantity Generator
 Date form received by agency: 08/11/1980
 Site name: BOORUM & PEASE
 Classification: Large Quantity Generator
 Waste code: F001
 Waste name: 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.
 Waste code: F006
 Waste name: WASTEWATER TREATMENT SLUDGES FROM ELECTROPLATING OPERATIONS, EXCEPT FROM THE FOLLOWING PROCESSES: (1) SULFURIC ACID ANODIZING OF ALUMINUM, (2) TIN PLATING ON CARBON STEEL; (3) ZINC PLATING (SEGREGATED BASIS) ON CARBON STEEL; (4) ALUMINUM OR ZINC-ALUMINUM PLATING ON CARBON STEEL; (5) CLEANING/STRIPPING ASSOCIATED WITH TIN, ZINC, AND ALUMINUM PLATING ON CARBON STEEL; AND (6) CHEMICAL ETCHING AND MILLING OF ALUMINUM.
 Waste code: F008

BOORUM & PEASE (Continued) 1000370433

Waste name: PLATING BATH RESIDUES FROM THE BOTTOM OF PLATING BATHS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.
 Waste code: F009
 Waste name: SPENT STRIPPING AND CLEANING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.
 Waste code: U226
 Waste name: ETHANE, 1,1,1-TRICHLORO- (OR) METHYL CHLOROFORM
 Violation Status: No violations found
 Evaluation Action Summary:
 Evaluation date: 09/12/1988
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State
 NY MANIFEST:
 Country: USA
 EPA ID: NYD000339309
 Facility Status: Not reported
 Location Address 1: 128 SPENCER STREET
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: 1334
 NY MANIFEST:
 EPAID: NYD000339309
 Mailing Name: BOORUM & PEASE
 Mailing Contact: LEONARD S. MONNAT V.P.-MF
 Mailing Address 1: 128 SPENCER STREET
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: 1334
 Mailing Country: USA
 Mailing Phone: 3154724385
 NY MANIFEST:
 Document ID: NJA225336
 Manifest Status: C
 seq: Not reported
 Year: 1996
 Trans1 State ID: NJDEPE086
 Trans2 State ID: Not reported
 Generator Ship Date: 02/27/1996
 Trans1 Recv Date: 02/27/1996
 Trans2 Recv Date: / /
 TSD Site Recv Date: 03/05/1996
 Part A Recv Date: 03/05/1996

BOORUM & PEASE (Continued)

1000370433

Part B Recv Date: 03/19/1996
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00854
 Units: P - Pounds
 Number of Containers: 02
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NYC3710417
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYGV7044
 Trans2 State ID: Not reported
 Generator Ship Date: 10/06/1995
 Trans1 Recv Date: 10/06/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 10/06/1995
 Part A Recv Date: 10/19/1995
 Part B Recv Date: 10/19/1995
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD982743312
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported

BOORUM & PEASE (Continued)

1000370433

Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00016
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100
 Document ID: NYB1715058
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYJA6230
 Trans2 State ID: Not reported
 Generator Ship Date: 11/20/1995
 Trans1 Recv Date: 11/20/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 11/20/1995
 Part A Recv Date: 12/08/1995
 Part B Recv Date: 12/07/1995
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: NYD986941607
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD095577342
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01687
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

BOORUM & PEASE (Continued)

1000370433

Document ID: NYC3867434
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYLW1771
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/1995
 Trans1 Recv Date: 05/09/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 05/09/1995
 Part A Recv Date: 05/17/1995
 Part B Recv Date: 05/18/1995
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD982743312
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00034
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100
 Document ID: NYC3727844
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYLW1771
 Trans2 State ID: Not reported
 Generator Ship Date: 12/27/1995
 Trans1 Recv Date: 12/27/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 12/28/1995
 Part A Recv Date: 01/05/1996
 Part B Recv Date: 01/05/1996
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported

BOORUM & PEASE (Continued)

1000370433

TSD ID 1: NYD982743312
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00017
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100
 Document ID: NYC3415206
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYLW1771
 Trans2 State ID: Not reported
 Generator Ship Date: 01/17/1995
 Trans1 Recv Date: 01/17/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 01/18/1995
 Part A Recv Date: 01/25/1995
 Part B Recv Date: 01/26/1995
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD982743312
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES

BOORUM & PEASE (Continued)

1000370433

Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00034
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100

Document ID: NYC3838318
Manifest Status: C
seq: Not reported
Year: 1995
Trans1 State ID: NYLW1771
Trans2 State ID: Not reported
Generator Ship Date: 04/24/1995
Trans1 Recv Date: 04/24/1995
Trans2 Recv Date: / /
TSD Site Recv Date: 04/25/1995
Part A Recv Date: 05/03/1995
Part B Recv Date: 05/04/1995
Generator EPA ID: NYD000339309
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSD ID 1: NYD982743312
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00015
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100

Document ID: NYC3603767
Manifest Status: C
seq: Not reported

BOORUM & PEASE (Continued)

1000370433

Year: 1995
Trans1 State ID: Not reported
Trans2 State ID: Not reported
Generator Ship Date: 08/11/1995
Trans1 Recv Date: 08/11/1995
Trans2 Recv Date: / /
TSD Site Recv Date: 08/11/1995
Part A Recv Date: 08/22/1995
Part B Recv Date: 08/21/1995
Generator EPA ID: NYD000339309
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSD ID 1: NYD982743312
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00049
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 003
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100

Document ID: NJA1936062
Manifest Status: C
seq: Not reported
Year: 1995
Trans1 State ID: NYLW1771
Trans2 State ID: 08690
Generator Ship Date: 01/11/1995
Trans1 Recv Date: 01/11/1995
Trans2 Recv Date: 01/16/1995
TSD Site Recv Date: 01/17/1995
Part A Recv Date: 01/20/1995
Part B Recv Date: 01/30/1995
Generator EPA ID: NYD000339309
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: ILD984908202
TSD ID 1: NJD002182897
TSD ID 2: Not reported
Manifest Tracking Number: Not reported

BOORUM & PEASE (Continued)

1000370433

Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00346
Units: P - Pounds
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100

Document ID: NYC3905065
Manifest Status: C
seq: Not reported
Year: 1995
Trans1 State ID: NYLW1771
Trans2 State ID: Not reported
Generator Ship Date: 06/06/1995
Trans1 Recv Date: 06/06/1995
Trans2 Recv Date: / /
TSD Site Recv Date: 06/07/1995
Part A Recv Date: 06/15/1995
Part B Recv Date: 06/15/1995
Generator EPA ID: NYD000339309
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSD ID 1: NYD982743312
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

BOORUM & PEASE (Continued)

1000370433

Waste Code: Not reported
Waste Code: Not reported
Quantity: 00032
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100

Document ID: NYC3446932
Manifest Status: C
seq: Not reported
Year: 1995
Trans1 State ID: NYLW1771
Trans2 State ID: Not reported
Generator Ship Date: 01/30/1995
Trans1 Recv Date: 01/30/1995
Trans2 Recv Date: / /
TSD Site Recv Date: 01/31/1995
Part A Recv Date: 02/09/1995
Part B Recv Date: 02/08/1995
Generator EPA ID: NYD000339309
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSD ID 1: NYD982743312
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00015
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100

Document ID: NYC3685331
Manifest Status: C
seq: Not reported
Year: 1995
Trans1 State ID: NYGV7044
Trans2 State ID: Not reported

BOORUM & PEASE (Continued)

1000370433

Generator Ship Date: 10/06/1995
 Trans1 Recv Date: 10/06/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 10/06/1995
 Part A Recv Date: 10/19/1995
 Part B Recv Date: 10/19/1995
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD982743312
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00032
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYC3657093
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYLW1771
 Trans2 State ID: Not reported
 Generator Ship Date: 09/06/1995
 Trans1 Recv Date: 09/06/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/07/1995
 Part A Recv Date: 09/18/1995
 Part B Recv Date: 09/18/1995
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD982743312
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported

BOORUM & PEASE (Continued)

1000370433

Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00032
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NJA2080527
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NJDEPE086
 Trans2 State ID: Not reported
 Generator Ship Date: 06/19/1995
 Trans1 Recv Date: 06/19/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 06/26/1995
 Part A Recv Date: 06/28/1995
 Part B Recv Date: 07/12/1995
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00300

BOORUM & PEASE (Continued)

1000370433

Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYB1715067
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYJA4821
 Trans2 State ID: Not reported
 Generator Ship Date: 12/07/1995
 Trans1 Recv Date: 12/07/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 12/07/1995
 Part A Recv Date: 01/10/1996
 Part B Recv Date: 12/27/1995
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: NYD986941607
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD095577342
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00050
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYC3503575
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYLW1771
 Trans2 State ID: Not reported
 Generator Ship Date: 03/13/1995
 Trans1 Recv Date: 03/13/1995
 Trans2 Recv Date: / /

BOORUM & PEASE (Continued)

1000370433

TSD Site Recv Date: 03/14/1995
 Part A Recv Date: 03/22/1995
 Part B Recv Date: 03/22/1995
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD982743312
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00035
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYC3816112
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYLW1771
 Trans2 State ID: Not reported
 Generator Ship Date: 04/11/1995
 Trans1 Recv Date: 04/11/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 04/12/1995
 Part A Recv Date: 04/21/1995
 Part B Recv Date: 04/20/1995
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD982743312
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported

BOORUM & PEASE (Continued)

1000370433

Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00031
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NJA2080803
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NJDEPE086
 Trans2 State ID: Not reported
 Generator Ship Date: 10/27/1995
 Trans1 Recv Date: 10/27/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 11/03/1995
 Part A Recv Date: 11/08/1995
 Part B Recv Date: 11/17/1995
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00431
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels

BOORUM & PEASE (Continued)

1000370433

Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00509
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYC3464403
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYSG5163
 Trans2 State ID: Not reported
 Generator Ship Date: 02/13/1995
 Trans1 Recv Date: 02/13/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 02/14/1995
 Part A Recv Date: 02/23/1995
 Part B Recv Date: 02/24/1995
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD982743312
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00032
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYC3311458

BOORUM & PEASE (Continued)

1000370433

Manifest Status: C
 seq: Not reported
 Year: 1994
 Trans1 State ID: NYLW1771
 Trans2 State ID: Not reported
 Generator Ship Date: 10/24/1994
 Trans1 Recv Date: 10/24/1994
 Trans2 Recv Date: / /
 TSD Site Recv Date: 10/25/1994
 Part A Recv Date: 11/02/1994
 Part B Recv Date: 11/02/1994
 Generator EPA ID: NYD000339309
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: NYD982743312
 TSD ID 1: Not reported
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00030
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

[Click this hyperlink](#) while viewing on your computer to access 146 additional NY_MANIFEST: record(s) in the EDR Site Report.

140 North < 1/8 0.119 mi. 627 ft. Relative: Higher Actual: 390 ft.

ESSELTE BOORUM
 128 SPENCER STREET
 SYRACUSE, NY 13201
 Site 4 of 7 in cluster I

NY UST
 NY HIST UST N/A

U003644891
 N/A

id/Status: 7-430420 / Unregulated/Closed
 Program Type: PBS
 Region: STATE
 DEC Region: 7
 Expiration Date: N/A
 UTM X: 405705.63166

ESSELTE BOORUM (Continued)

U003644891

UTM Y: 4768190.45585
 Site Type: Unknown

Affiliation Records:
 Site ID: 45837
 Affiliation Type: Facility Owner
 Company Name: ESSELTE BOORUM
 Contact Name: Not reported
 Contact Type: Not reported
 Address1: 128 SPENCER STREET
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13201
 Country Code: 001
 Phone: (315) 472-4385
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site ID: 45837
 Affiliation Type: Mail Contact
 Company Name: ESSELTE BOORUM
 Contact Name: Not reported
 Contact Type: Not reported
 Address1: 128 SPENCER STREET
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13201
 Country Code: 001
 Phone: (315) 472-4385
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site ID: 45837
 Affiliation Type: On-Site Operator
 Company Name: ESSELTE BOORUM
 Contact Name: Not reported
 Contact Type: Not reported
 Address1: 128 SPENCER STREET
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 472-4385
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site ID: 45837
 Affiliation Type: Emergency Contact
 Company Name: ESSELTE BOORUM

ESSELTE BOORUM (Continued)

U003644891

Contact Type: Not reported
 Contact Name: EDWARD L CELESTIAN, PLANT ENG.
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 472-4385
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 001
 Tank ID: 137384
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 2000
 Install Date: 11/01/1995
 Date Tank Closed: 11/01/1995
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 H00 - Tank Leak Detection - None
 D01 - Pipe Type - Steel/Carbon Steel/Iron

Tank Number: 001
 Tank ID: 132481
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: Not reported
 Date Tank Closed: 06/01/1989
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel

ESSELTE BOORUM (Continued)

U003644891

Material Code: 0001
 Common Name of Substance: #2 Fuel Oil (On-Site Consumption)
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

C00 - Pipe Location - No Piping
 H00 - Tank Leak Detection - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 D01 - Pipe Type - Steel/Carbon Steel/Iron
 J02 - Dispenser - Suction Dispenser

Tank Number: 002
 Tank ID: 137385
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 100
 Install Date: 11/01/1995
 Date Tank Closed: 11/01/1995
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 H00 - Tank Leak Detection - None
 F00 - Pipe External Protection - None
 B00 - Tank External Protection - None
 D01 - Pipe Type - Steel/Carbon Steel/Iron

Affiliation Records:

Site ID: 46823
 Affiliation Type: Facility Owner
 Company Name: ESSELTE-PENDAFLEX CORPORATION
 Contact Type: Not reported
 Contact Name: Not reported

ESSELTE BOORUM (Continued)

U003644891

Address1: 128 SPENCER STREET
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13201
 Country Code: 001
 Phone: (315) 472-4385
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site ID: 46823
 Affiliation Type: Mail Contact
 Company Name: ESSELTE-PENDAFLEX CORPORATION
 Contact Type: Not reported
 Contact Name: GREG WILLIAMS
 Address1: 71 CLINTON ROAD
 Address2: Not reported
 City: GARDEN CITY
 State: NY
 Zip Code: 11530
 Country Code: 001
 Phone: (516) 873-3336
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site ID: 46823
 Affiliation Type: On-Site Operator
 Company Name: ESSELTE-PENDAFLEX CORPORATION
 Contact Type: Not reported
 Contact Name: TONI LYONS
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 472-4385
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site ID: 46823
 Affiliation Type: Emergency Contact
 Company Name: ESSELTE-PENDAFLEX CORPORATION
 Contact Type: Not reported
 Contact Name: TONI LYONS
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001

ESSELTE BOORUM (Continued)

U003644891

Phone: (315) 472-4385
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 001
 Tank ID: 137384
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 2000
 Install Date: 11/01/1995
 Date Tank Closed: 11/01/1995
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 H00 - Tank Leak Detection - None
 D01 - Pipe Type - Steel/Carbon Steel/Iron

Tank Number: 001
 Tank ID: 132481
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: Not reported
 Date Tank Closed: 06/01/1989
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0001
 Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT

ESSELTE BOORUM (Continued)

U003644891

Last Modified: 03/04/2004
 Equipment Records:
 C00 - Pipe Location - No Piping
 H00 - Tank Leak Detection - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 D01 - Pipe Type - Steel/Carbon Steel/Iron
 J02 - Dispenser - Suction Dispenser
 Tank Number: 002
 Tank ID: 137385
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 100
 Install Date: 11/01/1995
 Date Tank Closed: 11/01/1995
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004
 Equipment Records:
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 H00 - Tank Leak Detection - None
 F00 - Pipe External Protection - None
 B00 - Tank External Protection - None
 D01 - Pipe Type - Steel/Carbon Steel/Iron

HIST UST:

PBS Number: 7-430420
 SPDES Number: Not reported
 Emergency Contact: EDWARD L. CELESTIAN,PLANT ENG.
 Emergency Telephone: (315) 472-4385
 Operator: ESSELTE BOORUM
 Operator Telephone: (315) 472-4385
 Owner Name: ESSELTE BOORUM
 Owner Address: 128 SPENCER STREET
 Owner City,St,Zip: SYRACUSE, NY 13201
 Owner Telephone: (315) 472-4385
 Owner Type: Private Resident
 Owner Subtype: Not reported
 Mailing Name: ESSELTE BOORUM

ESSELTE BOORUM (Continued)

U003644891

Mailing Address: 128 SPENCER STREET
 Mailing Address 2: Not reported
 Mailing City,St,Zip: SYRACUSE, NY 13201
 Mailing Contact: Not reported
 Mailing Telephone: (315) 472-4385
 Owner Mark: First Owner
 Facility Status: 2 - Unregulated by PBS (the total capacity is less than 1,101 gallons) and Subpart 360.14.
 Facility Addr2: Not reported
 SWIS ID: 3115
 Old PBS Number: Not reported
 Facility Type: Not reported
 Inspected Date: Not reported
 Inspector: Not reported
 Inspection Result: Not reported
 Federal ID: Not reported
 Certification Flag: False
 Certification Date: 05/19/1988
 Expiration Date: 05/19/1993
 Renewal Flag: False
 Renewal Date: Not reported
 Total Capacity: 0
 FAMI: True
 Facility Screen: Minor Data Missing
 Owner Screen: Minor Data Missing
 Tank Screen: 0
 Dead Letter: False
 CBS Number: 7-000180
 Town or City: SYRACUSE (C)
 County Code: 31
 Town or City: 15
 Region: 7

Tank Id: 001
 Tank Location: UNDERGROUND
 Tank Status: Closed-Removed
 Install Date: Not reported
 Capacity (gals): 10000
 Product Stored: NOS 1,2, OR 4 FUEL OIL
 Tank Type: Steel/carbon steel
 Tank Internal: Not reported
 Tank External: Not reported
 Pipe Location: Not reported
 Pipe Type: STEEL/IRON
 Pipe Internal: Not reported
 Pipe External: Not reported
 Second Containment: None
 Leak Detection: None
 Overfill Prot: Not reported
 Dispenser: Suction
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: 06/01/1989
 Test Method: Not reported
 Deleted: False
 Updated: True

ESSELTE BOORUM (Continued)

U003644891

Lat/long: Not reported
 I41 128 SPENCER STREET NY CBS AST \$102165557
 North 128 SPENCER STREET NY BROWNFIELDS N/A
 < 1/8 SYRACUSE, NY 13204
 0.119 mi. Site 5 of 7 in cluster 1
 627 ft. Relative: CBS AST, 7-000180
 Higher CBS Number: 7-700703
 Actual: PBS Number: 7-430420
 390 ft. MOSF Number: Not reported
 SPDES Number: Not reported
 Facility Status: IN SERVICE
 Facility Type: D
 Telephone: (315) 672-3036
 Facility Town: SYRACUSE (C)
 Region: STATE
 Expiration Date: 11/03/1995
 Total Capacity of All Active Tanks(gal): 0
 Operator: RICHARD KORRIGAN
 Emergency Contact: TONI LYONS
 Emergency Phone: (315) 699-6364
 Owner Name: ESSELTE-BOORUM
 Owner Address: 128 SPENCER ST.
 Owner City,St,Zip: SYRACUSE, NY 13204
 Owner Telephone: (315) 472-4385
 Owner Type: Corporate/Commercial
 Owner Sub Type: Not reported
 Mail Name: ESSELTE-BOORUM
 Mail Contact Addr: 128 SPENCER ST.
 Mail Contact Addr2: Not reported
 Mail Contact Contact: TONI LYONS
 Mail Contact City,St,Zip: SYRACUSE, NY 13204
 Mail Phone: (315) 472-4385
 Tank Id: 002
 CAS Number: 71556
 Federal ID: Not reported
 Tank Status: 0
 Install Date: 06/72
 Tank Closed: 08/95
 Capacity (Gal): 1000
 Chemical: 1,1,1-Trichloroethane
 Tank Location: Indoors, Aboveground
 Tank Type: Steel/carbon steel
 Total Tanks: 0
 Tank Secret: False
 Tank Secondary Containment: Vault
 Tank Error Status: No Missing Data
 Date Entered: 11/03/1989
 Certified Date: 09/29/1993
 Substance: Single Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: None
 Pipe Location: Aboveground
 Pipe Type: Steel/Iron

128 SPENCER STREET (Continued)

\$102165557

Pipe Internal: None
 Pipe External: None
 Pipe Flag: None
 Leak Detection: None
 Overfill Protection: Catch Basin
 Haz Percent: 100
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: 43/03/38 / 76/09/01
 Is Updated: False
 Renewal Date: 06/02/93
 Is It There: False
 Delinquent: False
 Date Expired: 11/03/95
 Owner Mark: 1
 Certificate Needs to be Printed: 43/03/38 / 76/09/01
 Fiscal Amt for Registration Fee Correct: 43/03/38 / 76/09/01
 Renewal Has Been Printed for Facility: 43/03/38 / 76/09/01
 Pre-Printed Renewal App Last Printed: 43/03/38 / 76/09/01
 BROWNFIELDS:
 Program: BCP
 Site Code: 504540
 Acres: 8.13
 HW Code: C734143
 SWIS: 3415
 Town: Syracuse (c)
 Record Added Date: 02/10/2015
 Record Updated Date: 05/09/2016
 Update By: HDWARNER
 Site Description: Location: The site is located at 128 Spencer Street which is bounded by Court, Solar, and Spencer Streets in the City of Syracuse, Onondaga County. The site is approximately 8.13 acres in size. Site Features: On the southern and eastern portions of the site is an "L" shaped two-story building constructed of steel, concrete and masonry. The area to the west and north of the building is a paved parking lot. Current Zoning/Use: The site is currently vacant but was used for industrial activities. Historical Use: The site has been used for industrial activities. In the early 1900s the site was used for evaporating sheds as part of the local solar salt business. Around 1930's to 1950's there was construction of a manufacturing plant. Operations at the plant included electroplating, solvent degreasing, heat treating, painting and machining. The original plant was demolished in the 1950's when the current structure was erected. From approximately 1930 until 1997 the site was used for industrial manufacturing activities. The parcel is currently vacant. Site Geology and Hydrogeology: Information submitted with the BCP application regarding the environmental condition at the site are currently under review and will be revised as additional information becomes available.
 Env Problem: Information submitted with the BCP application regarding the conditions at the site are currently under review and will be revised as additional information becomes available.
 Health Problem: Information submitted with the BCP application regarding the conditions at the site are currently under review and will be revised as additional information becomes available.

J42 **APA TRANSPORT CORP.** **NY UST** **U000412258**
WNW **330 SPENCER ST** **N/A**
< 1/8 **SYRACUSE, NY 13201**
0.119 mi.
630 ft. **Site 1 of 3 in cluster J**

Relative: UST:
Lower ID/Status: 7-010219 / Unregulated/Closed
 Program Type: FBS
 Region: STATE
Actual: DEC Region: 7
373 ft. Expiration Date: N/A
 UTM X: 405435.48631
 UTM Y: 4769008.58771
 Site Type: Trucking/Transportation/Fleet Operation

Affiliation Records:
 Site Id: 43977
 Affiliation Type: Facility Owner
 Company Name: IMPER PARTNERSHIP
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 2100 88TH ST
 Address2: Not reported
 City: NORTH BERGEN
 State: NJ
 Zip Code: 07047
 Country Code: 001
 Phone: (201) 869-6600
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 43977
 Affiliation Type: Mail Contact
 Company Name: IMPER PARTNERSHIP
 Contact Type: Not reported
 Contact Name: ROBERT SPAHN
 Address1: 2100 88TH ST.
 Address2: Not reported
 City: NORTH BERGEN
 State: NJ
 Zip Code: 07047
 Country Code: 001
 Phone: (201) 869-6600
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 43977
 Affiliation Type: On-Site Operator
 Company Name: APA TRANSPORT CORP.
 Contact Type: Not reported
 Contact Name: APA TRANSPORT CORP.
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN

APA TRANSPORT CORP. (Continued) **U000412258**

Zip Code: Not reported
 Country Code: 001
 Phone: (315) 422-8121
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 43977
 Affiliation Type: Emergency Contact
 Company Name: IMPER PARTNERSHIP
 Contact Type: Not reported
 Contact Name: KRZYZAK, RICHARD
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 487-9195
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Tank Info:
 Tank Number: 1SY
 Tank ID: 126074
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 4000
 Install Date: 09/01/1984
 Date Tank Closed: 10/01/1998
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0008
 Common Name of Substance: Diesel

Tightness Test Method: 01
 Date Test: 03/01/1998
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 J01 - Dispenser - Pressurized Dispenser
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 D00 - Pipe Type - No Piping
 H00 - Tank Leak Detection - None
 C00 - Pipe Location - No Piping

APA TRANSPORT CORP. (Continued) **U000412258**

Tank Number: 2SY
 Tank ID: 126075
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 4000
 Install Date: 09/01/1984
 Date Tank Closed: 10/01/1998
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0008
 Common Name of Substance: Diesel

Tightness Test Method: 01
 Date Test: 03/01/1998
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 H00 - Tank Leak Detection - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 J01 - Dispenser - Pressurized Dispenser
 C00 - Pipe Location - No Piping
 D00 - Pipe Type - No Piping

J43 **APA TRUCKING** **NY LTANKS** **S105141604**
WNW **330 SPENCER STREET** **NY Spills** **N/A**
< 1/8 **SYRACUSE, NY**
0.119 mi.
630 ft. **Site 2 of 3 in cluster J**

Relative: LTANKS:
Lower Site ID: 227135
 Spill Number/Closed Date: 9860049 / 1999-03-09
Actual: Spill Date: 1998-10-22
373 ft. Spill Cause: Tank Overfill
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.

Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1999-03-02
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0

APA TRUCKING (Continued) **S105141604**

Date Entered in Computer: 1999-03-05
 Spill Record Last Update: 1999-03-05
 Spiller Name: ROBERT SPAHN
 Spiller Company: IMPER PARTNERSHIP
 Spiller Address: 2100 88TH STREET
 Spiller City,St,Zip: NORTH BERGEN, NJ 07047-001
 Spiller County: 001
 Spiller Contact: ROBERT SPAHN
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 187481
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM
 Remarks: **TANK CLOSURE REPORT, SOME ELEVATED PETROLEUM CONCENTRATIONS**

Material:
 Site ID: 227135
 Operable Unit ID: 1074123
 Operable Unit: 01
 Material ID: 309321
 Material Code: 0008
 Material Name: diesel
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:
 Facility ID: 0105347
 Facility Type: ER
 DER Facility ID: 187481
 Site ID: 328912
 DEC Region: 7
 Spill Date: 2001-08-16
 Spill Number/Closed Date: 0105347 / 2001-08-21
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWS: 3415
 Investigator: CXROSSI
 Referred To: Not reported
 Reported to Dept: 2001-08-16
 CID: 233
 Water Affected: Not reported
 Spill Source: Tank Truck
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: True
 Last Inspection: 2001-08-16

MAP FINDINGS

APA TRUCKING (Continued)

S105141604

Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2001-08-16
 Spill Record Last Update: 2001-08-21
 Spiller Name: DEAN SYSEBOPRH
 Spiller Company: US FLEET SERVICES
 Spiller Address: 215 OADWOOD AVE
 Spiller City,St,Zip: TROY, NY - 001
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CTR.*
 Remarks: *fuel was being transferred and the nozel on the hose broke spill was to pavement clean up is underway now op-tech is doing the clean up*
 Material:
 Site ID: 328912
 Operable Unit ID: 842254
 Operable Unit: 01
 Material ID: 533819
 Material Code: 0008
 Material Name: diesel
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 15.00
 Units: Gallons
 Recovered: 15.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

H44 SE < 1/8 0.122 mi. 643 ft. TELEPHONE POLE GENANT DRIVE/AT NORTH F SYRACUSE, NY

NY Spills S108058085 N/A

Relative: Higher
 Actual: 386 ft.
 SPILLS:
 Facility ID: 0603681
 Facility Type: ER
 DER Facility ID: 316511
 Site ID: 366448
 DEC Region: 7
 Spill Date: 2006-07-03
 Spill Number/Closed Date: 0603681 / 2008-05-16
 Spill Cause: Other
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. No DEC Response. No corrective action required.
 SWIS: 3415
 Investigator: Unassigned
 Referred To: Not reported
 Reported to Dept: 2006-07-03
 CID: 410

MAP FINDINGS

TELEPHONE POLE (Continued)

S108058085

Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Local Agency
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: Not reported
 UST Trust: Not reported
 Remediation Phase: 0
 Date Entered In Computer: 2006-07-03
 Spill Record Last Update: 2008-05-16
 Spiller Name: Not reported
 Spiller Company: NIAGARA MOHAWK
 Spiller Address: Not reported
 Spiller City,St,Zip: SYRACUSE, NY 999
 Spiller Company: CHRIS CARR
 Contact Name: (315) 435-8886
 Contact Phone: Not reported
 DEC Memo: *TELEPHONE POLE CAME DOWN AND TRANSFORMER IS LEAKING TRANSFORMER OIL.*
 Remarks: Not reported

Material:
 Site ID: 366448
 Operable Unit ID: 1124392
 Operable Unit: 01
 Material ID: 2113892
 Material Code: 0020A
 Material Name: transformer oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: Not reported
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

J45 WNW < 1/8 0.123 mi. 652 ft. BRADCO SUPPLY CORP. 345 SPENCER ST SYRACUSE, NY 13204

NY UST U003644828 NY Spills N/A

Relative: Lower
 Actual: 373 ft.
 UST:
 Id/Status: 7-020559 / Unregulated/Closed
 Program Type: PFS
 Region: STATE
 DEC Region: 7
 Expiration Date: N/A
 UTM X: 405382.83939
 UTM Y: 4767959.22293
 Site Type: Unknown
 Affiliation Records:
 Site Id: 44076

MAP FINDINGS

BRADCO SUPPLY CORP. (Continued)

U003644828

Affiliation Type: On-Site Operator
 Company Name: ONONDAGA BEVERAGE TRANSPORT, INC.
 Contact Type: Not reported
 Contact Name: LEONARD E. FAZIO
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 471-5092
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04
 Site Id: 44076
 Affiliation Type: Emergency Contact
 Company Name: DONALD C. POTTER, PRESIDENT
 Contact Type: Not reported
 Contact Name: LEONARD E. FAZIO
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (615) 488-0729
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04
 Site Id: 44076
 Affiliation Type: Mail Contact
 Company Name: DONALD C. POTTER, PRESIDENT
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 110 HAYES RD.
 Address2: Not reported
 City: BALDWINVILLE
 State: NY
 Zip Code: 13027
 Country Code: 001
 Phone: (315) 622-3597
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04
 Site Id: 44076
 Affiliation Type: Mail Contact
 Company Name: DONALD C. POTTER, PRESIDENT
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 110 HAYES RD.
 Address2: Not reported

MAP FINDINGS

BRADCO SUPPLY CORP. (Continued)

U003644828

City: BALDWINVILLE
 State: NY
 Zip Code: 13027
 Country Code: 001
 Phone: (315) 622-3597
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04
 Tank Info:
 Tank Number: 001
 Tank ID: 126313
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: 05/01/1986
 Date Tank Closed: 05/01/1993
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 0012
 Common Name of Substance: Kerosene [#1 Fuel Oil] (On-Site Consumption)
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004
 Equipment Records:
 I00 - Overfill - None
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 C00 - Pipe Location - No Piping
 H00 - Tank Leak Detection - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 D02 - Pipe Type - Galvanized Steel
 J02 - Dispenser - Suction Dispenser
 Tank Number: 001
 Tank ID: 132934
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: 05/01/1986
 Date Tank Closed: 05/01/1993
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 0008
 Common Name of Substance: Diesel

BRADCO SUPPLY CORP. (Continued)

U003644828

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 G00 - Tank Secondary Containment - None
 A00 - Tank Internal Protection - None
 I00 - Overfill - None
 C00 - Pipe Location - No Piping
 D02 - Pipe Type - Galvanized Steel
 F00 - Pipe External Protection - None
 B00 - Tank External Protection - None
 H00 - Tank Leak Detection - None
 J02 - Dispenser - Suction Dispenser

Affiliation Records:
 Site ID: 46090
 Affiliation Type: On-Site Operator
 Company Name: BRADCO SUPPLY CORP.
 Contact Type: Not reported
 Contact Name: RICHARD IANNUZZO
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 479-7725
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site ID: 46090
 Affiliation Type: Emergency Contact
 Company Name: BRADCO REALTY CORP.
 Contact Type: Not reported
 Contact Name: RICHARD IANNUZZO
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 673-1142
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site ID: 46090
 Affiliation Type: Facility Owner
 Company Name: BRADCO REALTY CORP.
 Contact Type: Not reported

BRADCO SUPPLY CORP. (Continued)

U003644828

Contact Name: Not reported
 Address1: 13 PRODUCTION WAY
 Address2: Not reported
 City: AVENEL
 State: NJ
 Zip Code: 07001
 Country Code: 001
 Phone: (908) 382-3400
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site ID: 46090
 Affiliation Type: Mail Contact
 Company Name: BRADCO REALTY CORP.
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 13 PRODUCTION WAY
 Address2: Not reported
 City: AVENEL
 State: NJ
 Zip Code: 07001
 Country Code: 001
 Phone: (908) 382-3400
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Tank Info:
 Tank Number: 001
 Tank ID: 126313
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: 05/01/1986
 Date Tank Closed: 05/01/1993
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 0012
 Common Name of Substance: Kerosene #1 Fuel Oil (On-Site Consumption)

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 I00 - Overfill - None
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 C00 - Pipe Location - No Piping

BRADCO SUPPLY CORP. (Continued)

U003644828

H00 - Tank Leak Detection - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 D02 - Pipe Type - Galvanized Steel
 J02 - Dispenser - Suction Dispenser

Tank Number: 001
 Tank ID: 132934
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: 05/01/1986
 Date Tank Closed: 05/01/1993
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 0008
 Common Name of Substance: Diesel

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 G00 - Tank Secondary Containment - None
 A00 - Tank Internal Protection - None
 I00 - Overfill - None
 C00 - Pipe Location - No Piping
 D02 - Pipe Type - Galvanized Steel
 F00 - Pipe External Protection - None
 B00 - Tank External Protection - None
 H00 - Tank Leak Detection - None
 J02 - Dispenser - Suction Dispenser

SPILLS:
 Facility ID: 9113263
 Facility Type: ER
 DER Facility ID: 110429
 Site ID: 127962
 DEC Region: 7
 Spill Date: 1992-03-30
 Spill Number/Closed Date: 9113263 / 1992-10-05
 Spill Cause: Housekeeping
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1992-03-30
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Other

BRADCO SUPPLY CORP. (Continued)

U003644828

Cleanup Ceased: 1992-10-05
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1992-05-13
 Spill Record Last Update: 1993-05-18
 Spiller Name: Not reported
 Spiller Company: BRADCO SUPPLY CORP.
 Spiller Address: 345 SPENCER STREET
 Spiller City,St,Zip: SYRACUSE, NY 001
 Spiller Company: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN *
 Remarks: *GROUNDWATER SAMPLE SHOWS 7 PPB BENZENE. SOIL SAMPLE SHOWS 76 PPB AND 260 PPB OUT OF ELEVEN SOIL SAMPLES.*

Material:
 Site ID: 127962
 Operable Unit ID: 954032
 Operable Unit: 01
 Material ID: 414776
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

I46 NYSDOT BIN 1031580 RCRA NonGen / NLR 1000791236
 NNE 181 UNDER SPENCER ST NY MANIFEST NYD987027422
 1/8-1/4 SYRACUSE, NY 13208
 0.128 mi. Site 6 of 7 in cluster 1
 677 ft.

Relative: RCRA NonGen / NLR:
 Higher: Date form received by agency: 01/01/2007
 Actual: Facility name: NYSDOT BIN 1031580
 397 ft. Facility address: 181 UNDER SPENCER ST
 SYRACUSE, NY 13208
 EPA ID: NYD987027422
 Contact: TERRY KIRWAN SR
 Contact address: 181 UNDER SPENCER ST
 SYRACUSE, NY 13208
 Contact country: US
 Contact telephone: (315) 488-1879
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator

NYS DOT BIN 1031580 (Continued) 1000791236

Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: NYS DOT
 Owner/operator address: 333 E WASHINGTON ST SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: (315) 428-4400
 Legal status: State
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Owner/operator name: NYS DOT
 Owner/operator address: 333 E WASHINGTON ST SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: (315) 428-4400
 Legal status: State
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2006
 Site name: NYS DOT BIN 1031580
 Classification: Not a generator, verified

Date form received by agency: 02/02/1993
 Site name: NYS DOT BIN 1031580
 Classification: Not a generator, verified

Waste code: D008
 Waste name: LEAD

Violation Status: No violations found

NY MANIFEST:
 Country: USA

NYS DOT BIN 1031580 (Continued) 1000791236

EPA ID: NYD987027422
 Facility Status: Not reported
 Location Address 1: BIN#1031580 I-81 UNDER SPENCER
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13206
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD987027422
 Mailing Name: NYS DOT
 Mailing Contact: DANIEL F WEAVER
 Mailing Address 1: 3522 JAMES ST SUITE 206
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13206
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154379886

NY MANIFEST:
 Document ID: NYB4745223
 Manifest Status: C
 seq: Not reported
 Year: 1993
 Trans1 State ID: Not reported
 Trans2 State ID: Not reported
 Generator Ship Date: 07/01/1993
 Trans1 Recv Date: 07/01/1993
 Trans2 Recv Date: / /
 TSD Site Recv Date: 07/06/1993
 Part A Recv Date: 02/25/1994
 Part B Recv Date: 07/16/1993
 Generator EPA ID: NYD987027422
 Trans1 EPA ID: NYD980769947
 Trans2 EPA ID: Not reported
 TSD ID 1: OHDD06060609
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported

NYS DOT BIN 1031580 (Continued) 1000791236

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 0052
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: D - Metal drums, barrels
 Handling Method: L - Landfill.
 Specific Gravity: 100

47 ENE 1/8-1/4 0.134 mi. 710 ft. Relative: Higher Actual: 402 ft.

NIAGARA MOHAWK A NATIONAL GRID CO
 431 GENANT ST SYRACUSE, NY 13204
 RCRA NonGen / NLR 1016959748
 NYP000970731

Date form received by agency: 06/26/2015
 Facility name: NIAGARA MOHAWK A NATIONAL GRID CO
 Facility address: 431 GENANT ST SYRACUSE, NY 13204
 EPA ID: NYP000970731
 Mailing address: ERIE BLVD W SYRACUSE, NY 13202
 Contact: LENNY DEL VECCHIO
 Contact address: ERIE BLVD W SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: (315) 428-8670
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 06/24/2014
 Site name: NIAGARA MOHAWK A NATIONAL GRID CO
 Classification: Large Quantity Generator

NIAGARA MOHAWK A NATIONAL GRID CO (Continued) 1016959748

Waste code: B002
 Waste name: B002
 Violation Status: No violations found

K48 SE 1/8-1/4 0.153 mi. 810 ft. Relative: Higher Actual: 385 ft.

FELDMAN-MONDLICK, INC.
 441 N. FRANKLIN ST SYRACUSE, NY 13204
 NY UST U003313896
 N/A

Site 1 of 3 in cluster K

UST:
 Id/Status: 7-464996 / Unregulated/Closed
 Program Type: PBS
 Region: STATE
 DEC Region: 7
 Expiration Date: N/A
 UTM X: 405853.32636
 UTM Y: 4767726.02594
 Site Type: Unknown

Affiliation Records:
 Site Id: 46235
 Affiliation Type: Facility Owner
 Company Name: WILLIAM & MORTON FELDMAN
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 441 N. FRANKLIN ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13204
 Country Code: 001
 Phone: (315) 478-3104
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 46235
 Affiliation Type: Mail Contact
 Company Name: WILLIAM & MORTON FELDMAN
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 441 N. FRANKLIN ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13204
 Country Code: 001
 Phone: (315) 478-3104
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 46235
 On-Site Operator
 Company Name: FELDMAN-MONDLICK, INC.

FELDMAN-MONDLICK, INC. (Continued) U003313896

Contact Type: Not reported
 Contact Name: FELDMAN-MONDLICK, INC.
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 478-3104
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 46235
 Affiliation Type: Emergency Contact
 Company Name: WILLIAM & MORTON FELDMAN
 Contact Type: Not reported
 Contact Name: MORTON FELDMAN
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 478-3104
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 001
 Tank ID: 133295
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 3000
 Install Date: 07/01/1973
 Date Tank Closed: 11/01/1990
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None

FELDMAN-MONDLICK, INC. (Continued) U003313896

C00 - Pipe Location - No Piping
 H00 - Tank Leak Detection - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 D02 - Pipe Type - Galvanized Steel
 J02 - Dispenser - Suction Dispenser

L49 NIMO COMPLEX NY LTANKS S100495138
 ESE NIMO COMPLEX WATER STREET N/A
 1/8-1/4 SYRACUSE, NY
 0.157 mi.
 827 ft. Site 1 of 4 in cluster L

Relative: Higher
 Actual: 400 ft.
 LTANKS:
 Site ID: 149633
 Spill Number/Closed Date: 9301729 / 1993-12-31
 Spill Date: 1993-05-06
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: 1993-12-31
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1993-05-06
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Affected Persons
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1993-05-11
 Spill Record Last Update: 1995-01-09
 Spiller Name: Not reported
 Spiller Company: NIMO
 Spiller Address: ERIE BLVD W
 Spiller City,St,Zip: SYRACUSE, NY 13204
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 127256
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM 02/16/94; RECEIVED TANK CLOSURE REPORT-2/1/94 AND REVIEWED. *
 Remarks: *OIL WAS LEAKING INTO BASEMENT WALLS. DID A BORING AND FOUND AN OLD UNDERGROUND TANK. PLEASE CALL DALE VOLLMER.*

Material:
 Site ID: 149633
 Operable Unit ID: 980183
 Operable Unit: 01
 Material ID: 398895

NIMO COMPLEX (Continued) S100495138

Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

150 DESTINY ARMS NY UST U002096591
 North 800 NORTH CLINTON ST NY HIST UST N/A
 1/8-1/4 SYRACUSE, NY 13202
 0.158 mi.
 834 ft. Site 7 of 7 in cluster I

Relative: Higher
 Actual: 398 ft.
 UST:
 Id/Status: 7-600319 / Active
 Program Type: PBS
 Region: STATE
 DEC Region: 7
 Expiration Date: 12/30/1999
 UTM X: 406099.56028
 UTM Y: 4766167.29954
 Site Type: Manufacturing (Other than Chemical)/Processing
 Affiliation Records:
 Site Id: 46757
 Affiliation Type: On-Site Operator
 Company Name: DESTINY ARMS
 Contact Type: Not reported
 Contact Name: MARK J CONGEL
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: Not reported
 EMail: Not reported
 Fax Number: Not reported
 Modified By: KCKEMP
 Date Last Modified: 2016-03-04

Site Id: 46757
 Affiliation Type: Emergency Contact
 Company Name: 800 NORTH CLINTON ST LLC
 Contact Type: Not reported
 Contact Name: RICH PASCARELLA
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 999

DESTINY ARMS (Continued) U002096591

Phone: (315) 423-9140
 EMail: Not reported
 Fax Number: Not reported
 Modified By: KCKEMP
 Date Last Modified: 2016-03-04

Site Id: 46757
 Affiliation Type: Facility Owner
 Company Name: 800 NORTH CLINTON ST LLC
 Contact Type: OWNER
 Contact Name: MARK J CONGEL
 Address1: 4 CLINTON SQ #102
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13202
 Country Code: 001
 Phone: Not reported
 EMail: Not reported
 Fax Number: Not reported
 Modified By: KCKEMP
 Date Last Modified: 2016-03-04

Site Id: 46757
 Affiliation Type: Mail Contact
 Company Name: 800 NORTH CLINTON ST LLC
 Contact Type: OWNER
 Contact Name: MARK J CONGEL
 Address1: 4 CLINTON SQ #102
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13202
 Country Code: 001
 Phone: Not reported
 EMail: Not reported
 Fax Number: Not reported
 Modified By: KCKEMP
 Date Last Modified: 2016-03-04

Tank Info:

Tank Number: 0001
 Tank ID: 260838
 Tank Status: Temporarily Out of Service
 Material Name: Temporarily Out of Service
 Capacity Gallons: 6000
 Install Date: Not reported
 Date Tank Closed: 03/01/2016
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Tightness Test Method: 00
 Date Test: Not reported
 Next Test Date: 12/27/1987
 Pipe Model: Not reported
 Modified By: KCKEMP

DESTINY ARMS (Continued)

U002096591

Last Modified: 03/04/2016

Equipment Records:

A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 L00 - Piping Leak Detection - None
 H00 - Tank Leak Detection - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 J00 - Dispenser - None
 D01 - Pipe Type - Steel/Carbon Steel/Iron
 E00 - Piping Secondary Containment - None
 K00 - Spill Prevention - None

Tank Number: 01
 Tank ID: 136876
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 4000
 Install Date: Not reported
 Date Tank Closed: 11/01/1996
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0000
 Common Name of Substance: Empty
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

H00 - Tank Leak Detection - None
 J00 - Dispenser - None
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 D00 - Pipe Type - No Piping

HIST US:

PBS Number: 7-600319
 SPDES Number: Not reported
 Emergency Contact: ALICE RELYEA
 Emergency Telephone: (315) 422-7000
 Operator: NONE
 Operator Telephone: (000) 000-0000
 Owner Name: AXIS GROUP, INC.
 Owner Address: 4 CLINTON EXCHANGE
 Owner City,St,Zip: SYRACUSE, NY 13202

DESTINY ARMS (Continued)

U002096591

Owner Telephone: (315) 422-7000
 Owner Type: Corporate/Commercial
 Owner Subtype: Not reported
 Mailing Name: SHANLEY, SWEENEY & REILLY, P.C.
 Mailing Address: 10 THURLLOW TERRACE
 Mailing Address 2: Not reported
 Mailing City, St, Zip: ALBANY, NY 12203
 Mailing Contact: GREG FAUCHER
 Mailing Telephone: (518) 463-1415
 Owner Mark: First Owner
 Facility Status: 2 - Unregulated by PBS (the total capacity is less than 1,101 gallons) and Subpart 360-14.
 Facility Addr2: Not reported
 SWIS ID: 3115
 Old PBS Number: Not reported
 Facility Type: OTHER
 Inspected Date: Not reported
 Inspector: Not reported
 Inspection Result: Not reported
 Federal ID: Not reported
 Certification Flag: False
 Certification Date: 12/30/1994
 Expiration Date: 12/30/1999
 Renew Flag: False
 Renewal Date: Not reported
 Total Capacity: 0
 FAMI: True
 Facility Screen: No Missing Data
 Owner Screen: No Missing Data
 Tank Screen: 0
 Dead Letter: False
 CBS Number: Not reported
 Town or City: SYRACUSE (C)
 County Code: 31
 Town or City: 15
 Region: 7

Tank Id: 01
 Tank Location: UNDERGROUND
 Tank Status: Closed-Removed
 Install Date: Not reported
 Capacity (gals): 4000
 Product Stored: EMPTY
 Tank Type: Steel/carbon steel
 Tank Internal: Not reported
 Tank External: Not reported
 Pipe Location: Underground
 Pipe Type: Not reported
 Pipe Internal: Not reported
 Pipe External: Not reported
 Second Containment: Not reported
 Leak Detection: Not reported
 Overflow Prot: Not reported
 Dispenser: Not reported
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing

DESTINY ARMS (Continued)

U002096591

Date Closed: 11/01/1996
 Test Method: Not reported
 Deleted: False
 Updated: True
 Lat/long: Not reported

L51 ESE 1/8-1/4 0.158 mi. 835 ft. Relative: Higher Actual: 399 ft. NIAGARA MOHAWK - FULTON ST SUBSTATION 311 GENANT DR SYRACUSE, NY 13204 RCRA NonGen / NLR FINDS NY MANIFEST ECHO 1000416382 NYD980788285

RCRA NonGen / NLR: 01/01/2007
 Date form received by agency: 01/01/2007
 Facility name: NIAGARA MOHAWK - FULTON ST SUBSTATION
 Facility address: 311 GENANT DR SYRACUSE, NY 13202
 EPA ID: NYD980788285
 Mailing address: ERIE BLVD W SYRACUSE, NY 13202
 Contact: HELEN A BAIRD
 Contact address: ERIE BLVD W SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: (315) 428-8611
 Contact email: HELEN.BAIRD@US.NGRID.COM
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: Not reported
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 01/01/2001
 Owner/Op end date: Not reported
 Owner/operator name: Not reported
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 01/01/2001
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No

NIAGARA MOHAWK - FULTON ST SUBSTATION (Continued)

1000416382

Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2006
 Site name: NIAGARA MOHAWK - FULTON ST SUBSTATION
 Classification: Not a generator, verified

Date form received by agency: 08/21/2002
 Site name: NIAGARA MOHAWK - FULTON ST SUBSTATION
 Classification: Not a generator, verified

Date form received by agency: 03/19/2002
 Site name: FULTON STREET SCR
 Classification: Large Quantity Generator

Date form received by agency: 07/08/1999
 Site name: FULTON ST SUBSTATION
 Classification: Not a generator, verified

Date form received by agency: 02/25/1985
 Site name: FULTON ST SUBSTATION
 Classification: Large Quantity Generator

Violation Status: No violations found

FINDS:

Registry ID: 110004393362

Environmental Interest/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

HAZARDOUS WASTE BIENNIAL REPORTER

NY MANIFEST:

Country: USA
 EPA ID: NYD980788285
 Facility Status: Not reported
 Location Address 1: 311 GENANT DRIVE
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported

NIAGARA MOHAWK - FULTON ST SUBSTATION (Continued)

1000416382

Location City: SYRACUSE
 Location State: NY
 Location Zip: 13208
 Location Zip 4: Not reported
 NY MANIFEST:
 EPAID: NYD980788285
 Mailing Name: NIAGARA MOHAWK POWER CORPORATION
 Mailing Contact: PAUL F HOYT
 Mailing Address 1: 300 ERIE BOULEVARD
 Mailing Address 2: Not reported
 Mailing City: WEST SYRACUSE
 Mailing State: NY
 Mailing Zip: 13208
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 8002216354
 NY MANIFEST:
 Document ID: NYG1956771
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: NYPZ6066
 Trans2 State ID: Not reported
 Generator Ship Date: 06/14/2002
 Trans1 Recv Date: 06/14/2002
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 06/20/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980788285
 Trans1 EPA ID: NYD98690753
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 MGMT Method Type Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00100
 Units: P - Pounds
 Number of Containers: 001

NIAGARA MOHAWK - FULTON ST SUBSTATION (Continued)

1000416382

Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Waste Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00400
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Waste Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00010
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: NYG1956789
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: NYPZ6066
 Trans2 State ID: Not reported
 Generator Ship Date: 06/14/2002
 Trans1 Recv Date: 06/14/2002
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 06/20/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980788285
 Trans1 EPA ID: NYD98690753
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported

NIAGARA MOHAWK - FULTON ST SUBSTATION (Continued)

1000416382

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01100
 Units: P - Pounds
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00005
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00008
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00020
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: MIA8921705
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: 0440471ME
 Trans2 State ID: Not reported
 Generator Ship Date: 06/18/2002
 Trans1 Recv Date: 06/18/2002
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 06/20/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980788285

NIAGARA MOHAWK - FULTON ST SUBSTATION (Continued)

1000416382

Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSD ID 1: MID060975844
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01600
 Units: P - Pounds
 Number of Containers: 008
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: MIA8921706
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: 0440471ME
 Trans2 State ID: Not reported
 Generator Ship Date: 06/18/2002
 Trans1 Recv Date: 06/18/2002
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 06/20/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980788285
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSD ID 1: MID060975844
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported

NIAGARA MOHAWK - FULTON ST SUBSTATION (Continued)

1000416382

MGMT Method Type Code: Not reported
Waste Code: D038 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00300
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: U159 - METHYL ETHYL KETONE(L,T)
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00050
Units: P - Pounds
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Document ID: NYG1173969
Manifest Status: Not reported
seq: 01
Year: 2001
Trans1 State ID: 10242PNY
Trans2 State ID: Not reported
Generator Ship Date: 10/09/2001
Trans1 Recv Date: 10/09/2001
Trans2 Recv Date: Not reported
TSD Site Recv Date: 10/10/2001
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD980789285
Trans1 EPA ID: NYD980769947
Trans2 EPA ID: Not reported
TSD ID 1: WVD988770673
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B002 - PETROLEUM OIL WITH 50 BUT < 500 PPM PCB
Waste Code: Not reported
Waste Code: Not reported

NIAGARA MOHAWK - FULTON ST SUBSTATION (Continued)

1000416382

Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 02049
Units: K - Kilograms (2.2 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 00.89
Document ID: MIA7483312
Manifest Status: Not reported
seq: 01
Year: 2000
Trans1 State ID: AE53133PA
Trans2 State ID: Not reported
Generator Ship Date: 10/25/2000
Trans1 Recv Date: 10/25/2000
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/01/2000
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD980789285
Trans1 EPA ID: PAD987358587
Trans2 EPA ID: Not reported
TSD ID 1: MID060975844
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00200
Units: P - Pounds
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Document ID: NYB1721754
Manifest Status: C
seq: Not reported
Year: 1992
Trans1 State ID: NYHU5857

NIAGARA MOHAWK - FULTON ST SUBSTATION (Continued)

1000416382

Trans2 State ID: Not reported
Generator Ship Date: 02/25/1992
Trans1 Recv Date: 02/25/1992
Trans2 Recv Date: / /
TSD Site Recv Date: 02/25/1992
Part A Recv Date: 03/11/1992
Part B Recv Date: 03/09/1992
Generator EPA ID: NYD980789285
Trans1 EPA ID: NYD980941607
Trans2 EPA ID: Not reported
TSD ID 1: NYD095577342
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00106
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100
ECHO:
EnvId: 1000416382
Registry ID: 110004393362
DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110004393362

L52 FULTON STREET SERVICE CENTER
ESE 311 GENANT DRIVE
1/8-1/4 SYRACUSE, NY 13202
0.158 mi.
835 ft. Site 3 of 4 in cluster L
Relative: Higher
Actual: 399 ft.

NY HIST UST U003313635
N/A
HIST UST:
PBS Number: 7-429937
SPDES Number: Not reported
Emergency Contact: JOHN L. DEHNERT
Emergency Telephone: (315) 460-4529
Operator: ROGER YOUNG
Operator Telephone: (315) 460-2331
Owner Name: NIAGARA MOHAWK POWER CORP.

FULTON STREET SERVICE CENTER (Continued)

U003313635

Owner Address: 300 ERIE BLVD WEST
Owner City, St, Zip: SYRACUSE, NY 13202
Owner Telephone: (315) 428-1511
Owner Type: Corporate/Commercial
Owner Subtype: Not reported
Mailing Name: NIAGARA MOHAWK POWER CORP.
Mailing Address: 300 ERIE BLVD WEST
Mailing Address 2: Not reported
Mailing City, St, Zip: SYRACUSE, NY 13202
Mailing Contact: JAMES F. MORGAN
Mailing Telephone: (315) 428-1511
Owner Mark: First Owner
Facility Status: 2 - Unregulated by PBS (the total capacity is less than 1,101 gallons) and Subpart 360-14.
Facility Addr2: Not reported
SWIS ID: 3115
Old PBS Number: Not reported
Facility Type: UTILITY
Inspected Date: Not reported
Inspector: Not reported
Inspection Result: Not reported
Federal ID: Not reported
Certification Flag: False
Certification Date: 02/03/1988
Expiration Date: 02/03/1993
Renewal Date: Not reported
Renewal Date: Not reported
Total Capacity: 0
FAMT: True
Facility Screen: No Missing Data
Owner Screen: No Missing Data
Tank Screen: 0
Dead Letter: False
CBS Number: Not reported
Town or City: SYRACUSE (C)
County Code: 31
Town or City: 15
Region: 7
Tank Id: 001
Tank Location: UNDERGROUND
Tank Status: Closed-Removed
Install Date: 12/01/1984
Capacity (gals): 4000
Product Stored: UNLEADED GASOLINE
Tank Type: Fiberglass reinforced plastic (FRP)
Tank Internal: Not reported
Tank External: Not reported
Pipe Location: Not reported
Pipe Type: Not reported
Pipe Internal: Not reported
Pipe External: Not reported
Second Containment: None
Leak Detection: None
Overflow Prot: Not reported
Dispenser: Not reported
Date Tested: 09/01/1988

FULTON STREET SERVICE CENTER (Continued)

U003313635

Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: 04/01/1992
 Test Method: Petro-Tile
 Deleted: False
 Updated: True
 Lat/long: Not reported

Tank Id: 002
 Tank Location: UNDERGROUND
 Tank Status: Closed-Removed
 Install Date: 12/01/1984
 Capacity (gals): 4000
 Product Stored: DIESEL
 Tank Type: Fiberglass reinforced plastic [FRP]
 Tank Internal: Not reported
 Tank External: Not reported
 Pipe Location: Not reported
 Pipe Type: Not reported
 Pipe Internal: Not reported
 Pipe External: Not reported
 Second Containment: None
 Leak Detection: None
 Overfill Prot: Not reported
 Dispenser: Suction
 Date Tested: 09/01/1988
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: 04/01/1992
 Test Method: Petro-Tile
 Deleted: False
 Updated: True
 Lat/long: Not reported

L53 ESE 1/8-1/4 0.158 mi. 835 ft. FULTON STREET SERVICE CENTER 311 GENANT DRIVE SYRACUSE, NY 13202

NY UST U004199280 N/A

Site 4 of 4 in cluster L

Relative: Higher 399 ft. UST: Id/Status: 7-429937 / Unregulated/Closed
 Program Type: FRS
 Region: STATE
 DEC Region: 7
 Expiration Date: N/A
 UTM X: 405983.78501
 UTM Y: 4767925.49224
 Site Type: Utility (Other than Municipal)
 Tank Info:
 Tank Number: 001
 Tank ID: 132283
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 4000

FULTON STREET SERVICE CENTER (Continued)

U004199280

Install Date: 12/01/1984
 Date Tank Closed: 04/01/1992
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Tightness Test Method: 01
 Date Test: 09/01/1988
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Tank Number: 002
 Tank ID: 132284
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 4000
 Install Date: 12/01/1984
 Date Tank Closed: 04/01/1992
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Tightness Test Method: 01
 Date Test: 09/01/1988
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

M54 SSW 1/8-1/4 0.162 mi. 857 ft. PISCITELL STONE & SUPPLY CO. INC. 501 PLUM STREET SYRACUSE, NY 13204

NY UST U001848195 N/A

Site 1 of 4 in cluster M

Relative: Lower 372 ft. UST: Id/Status: 7-003107 / Unregulated/Closed
 Program Type: PBS
 Region: STATE
 DEC Region: 7
 Expiration Date: N/A
 UTM X: 405548.63529
 UTM Y: 4767621.04671
 Site Type: Unknown
 Affiliation Records:
 Site Id: 43856
 Affiliation Type: Facility Owner
 Company Name: PISCITELL STONE & SUPPLY CO. INC.
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 501 PLUM STREET
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13204
 Country Code: 001

PISCITELL STONE & SUPPLY CO. INC. (Continued)

U001848195

Phone: (315) 474-3331
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 43856
 Affiliation Type: Mail Contact
 Company Name: PISCITELL STONE & SUPPLY CO. INC.
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 501 PLUM STREET
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13204
 Country Code: 001
 Phone: (315) 474-3331
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 43856
 Affiliation Type: On-Site Operator
 Company Name: PISCITELL STONE & SUPPLY CO. INC.
 Contact Type: Not reported
 Contact Name: PISCITELL STONE & SUPPLY CO IN
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 474-3331
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 43856
 Affiliation Type: Emergency Contact
 Company Name: PISCITELL STONE & SUPPLY CO. INC.
 Contact Type: Not reported
 Contact Name: JOHN J. DELORENZO, JR.
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 469-5132
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

PISCITELL STONE & SUPPLY CO. INC. (Continued)

U001848195

Tank Info:
 Tank Number: 001
 Tank ID: 133942
 Tank Status: Closed Prior to Micro Conversion, 03/91
 Material Name: Closed Prior to Micro Conversion, 03/91
 Capacity Gallons: 2000
 Install Date: 05/01/1976
 Date Tank Closed: Not reported
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0008
 Common Name of Substance: Diesel
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 C00 - Pipe Location - No Piping
 I04 - Overfill - Product Level Gauge (A/G)
 H99 - Tank Leak Detection - Other
 D00 - Pipe Type - No Piping

Tank Number: 002
 Tank ID: 133943
 Tank Status: Closed Prior to Micro Conversion, 03/91
 Material Name: Closed Prior to Micro Conversion, 03/91
 Capacity Gallons: 2000
 Install Date: 05/01/1976
 Date Tank Closed: Not reported
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 C00 - Pipe Location - No Piping
 I04 - Overfill - Product Level Gauge (A/G)

MAP FINDINGS

PISCITELL STONE & SUPPLY CO. INC. (Continued) U001848195
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 H99 - Tank Leak Detection - Other
 D00 - Pipe Type - No Piping

M55 501 PLUM ST. NY LTANKS \$100130917
 SSW 501 PLUM STREET NY Spills N/A
 1/8-1/4 SYRACUSE, NY
 0.162 mi. Site 2 of 4 in cluster M
 857 ft.

Relative: Lower
 Actual: 372 ft.
 LTANKS:
 Site ID: 287306
 Spill Number/Closed Date: 9101275 / 1993-01-11
 Spill Date: 1991-04-30
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage, DEC Response, Willing Responsible Party, Corrective action taken.
 Cleanup Ceased: 1991-05-01
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: GREGG
 Referred To: Not reported
 Reported to Dept: 1991-05-01
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered in Computer: 1991-05-01
 Spill Record Last Update: 1993-01-11
 Spiller Name: Not reported
 Spiller Company: UNK
 Spiller Address: Not reported
 Spiller City, St, Zip: ""UPDATE"", ZZ
 Spiller County: 999
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 153455
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG *
 Remarks: *FOUND UG TANK DURING CONSTRUCTION. EPS PUMPED TANK. CONT. SOIL STAGED AND EPS WILL DISPOSE OF SOIL. NO ENV. PROBLEM.*
 Material:
 Site ID: 287306
 Operable Unit ID: 952530
 Operable Unit: 01
 Material ID: 427396
 Material Code: 0001A
 Material Name: #2 fuel oil

MAP FINDINGS

501 PLUM ST. (Continued) S100130917
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:
 Facility ID: 8808568
 Facility Type: ER
 DER Facility ID: 153455
 Site ID: 183176
 DEC Region: 7
 Spill Date: 1989-01-30
 Spill Number/Closed Date: 8808568 / 1989-11-03
 Spill Cause: Unknown
 Spill Class: Not reported
 SWIS: 3415
 Investigator: GREGG
 Referred To: Not reported
 Reported to Dept: 1989-01-30
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Other
 Cleanup Ceased: 1989-11-03
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: True
 Remediation Phase: 0
 Date Entered in Computer: 1989-01-30
 Spill Record Last Update: 1989-11-10
 Spiller Name: Not reported
 Spiller Company: PISCATELL STONE SUPPLY CO
 Spiller Address: PLUM STREET
 Spiller City, St, Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG 1103/89: CONT SPOIL REMOVED. NO FREE PROD. *
 Remarks: *TWO UNDERGROUND TANKS TO BE REMOVED. AREA OF WASTE OIL CONTAMINATED SOIL TO BE EXCAVATED. OBG WILL NOTIFY. PROPERTY BEING PURCHASED BY DALE VAN EPPS WHO WILL BE DOING CLEANUP.*

Material:
 Site ID: 183176
 Operable Unit ID: 924982
 Operable Unit: 01
 Material ID: 453327
 Material Code: 0022
 Material Name: waste oil/used oil

MAP FINDINGS

501 PLUM ST. (Continued) S100130917
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

M56 O M EDWARDS CO INC RCRA NonGen / NLR 1000111709
 SSW 501 PLUM ST FINDS NYD00227726
 1/8-1/4 SYRACUSE, NY 13204 NY MANIFEST ECHO
 0.162 mi. Site 3 of 4 in cluster M
 857 ft.

Relative: Lower
 Actual: 372 ft.
 RCRA NonGen / NLR:
 Date form received by agency: 01/01/2007
 Facility name: O M EDWARDS CO INC
 Facility address: 501 PLUM ST
 SYRACUSE, NY 132041421
 NYD00227726
 Mailing address: CLINTON ST
 SYRACUSE, NY 13202
 Contact: Not reported
 Contact address: CLINTON ST
 SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste
 Owner/Operator Summary:
 Owner/operator name: PLUM STREET ASSOC
 Owner/operator address: NOT REQUIRED
 NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: PLUM STREET ASSOC
 Owner/operator address: NOT REQUIRED
 NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

MAP FINDINGS

O M EDWARDS CO INC (Continued) 1000111709

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2008
 Site name: O M EDWARDS CO INC
 Classification: Not a generator, verified
 Date form received by agency: 07/08/1999
 Site name: O M EDWARDS CO INC
 Classification: Not a generator, verified
 Date form received by agency: 08/18/1980
 Site name: O M EDWARDS CO INC
 Classification: Large Quantity Generator
 Waste code: D001
 Waste name: IGNITABLE WASTE
 Waste code: D002
 Waste name: CORROSIVE WASTE
 Waste code: F017
 Waste name: Not Defined
 Violation Status: No violations found

FINDS:
 Registry ID: 110001984050

Environmental Interest/Information System
 RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

NY MANIFEST:
 Country: USA

O M EDWARDS CO INC (Continued)

100011709

EPA ID: NYD00227726
 Facility Status: Not reported
 Location Address 1: 4 CLINTON SQUARE
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13202
 Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYD00227726
 Mailing Name: PLUM STREET ASSOCIATES
 Mailing Contact: PLUM STREET ASSOCIATES
 Mailing Address 1: 4 CLINTON SQUARE
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13202
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154227000

NY MANIFEST:

Document ID: NYB1818243
 Manifest Status: C
 seq: Not reported
 Year: 1990
 Trans1 State ID: PB2740
 Trans2 State ID: Not reported
 Generator Ship Date: 01/11/1990
 Trans1 Recv Date: 01/11/1990
 Trans2 Recv Date: / /
 TSD Site Recv Date: 01/12/1990
 Part A Recv Date: 01/25/1990
 Part B Recv Date: 01/26/1990
 Generator EPA ID: NYD00227726
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD057770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: F005 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported

O M EDWARDS CO INC (Continued)

100011709

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00025
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00300
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100
 Waste Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00200
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00025
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYB1818252
 Manifest Status: C
 seq: Not reported
 Year: 1990
 Trans1 State ID: PB2740
 Trans2 State ID: Not reported
 Generator Ship Date: 01/11/1990
 Trans1 Recv Date: 01/11/1990
 Trans2 Recv Date: / /
 TSD Site Recv Date: 01/12/1990
 Part A Recv Date: 01/25/1990
 Part B Recv Date: 01/26/1990
 Generator EPA ID: NYD00227726
 Trans1 EPA ID: NYD980761191

O M EDWARDS CO INC (Continued)

100011709

Trans2 EPA ID: Not reported
 TSDF ID 1: NYD057770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00025
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYB1762740
 Manifest Status: K
 seq: Not reported
 Year: 1990
 Trans1 State ID: NYM57548
 Trans2 State ID: NJT440LL
 Generator Ship Date: 08/02/1990
 Trans1 Recv Date: 08/02/1990
 Trans2 Recv Date: 08/02/1990
 TSD Site Recv Date: 08/03/1990
 Part A Recv Date: 09/14/1990
 Part B Recv Date: 09/10/1990
 Generator EPA ID: NYD00227726
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD980761191
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported

O M EDWARDS CO INC (Continued)

100011709

Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00165
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

Document ID: NYB1617163
 Manifest Status: C
 seq: Not reported
 Year: 1990
 Trans1 State ID: NJ154TRH
 Trans2 State ID: Not reported
 Generator Ship Date: 01/25/1990
 Trans1 Recv Date: 01/25/1990
 Trans2 Recv Date: / /
 TSD Site Recv Date: 01/26/1990
 Part A Recv Date: 02/09/1990
 Part B Recv Date: 02/08/1990
 Generator EPA ID: NYD00227726
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: F005 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00495
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 009
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported

O M EDWARDS CO INC (Continued)

100011709

Waste Code: Not reported
Waste Code: Not reported
Quantity: 00058
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Waste Code: F003 - UNKNOWN
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00055
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Waste Code: F005 - UNKNOWN
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00300
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Document ID: NYB1818234
Manifest Status: C
seq: Not reported
Year: 1990
Trans1 State ID: PB2740
Trans2 State ID: Not reported
Generator Ship Date: 01/11/1990
Trans1 Recv Date: 01/11/1990
Trans2 Recv Date: / /
TSD Site Recv Date: 01/12/1990
Part A Recv Date: 01/25/1990
Part B Recv Date: 01/25/1990
Generator EPA ID: NYD00227726
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: Not reported
TSDF ID 1: NYD057770109
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported

O M EDWARDS CO INC (Continued)

100011709

Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D008 - LEAD 5.0 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00025
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: L Landfill.
Specific Gravity: 100
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00025
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Waste Code: D002 - NON-LISTED CORROSIVE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00300
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Document ID: NYB1817190
Manifest Status: C
seq: Not reported
Year: 1990
Trans1 State ID: NJ154TRH
Trans2 State ID: Not reported
Generator Ship Date: 01/25/1990
Trans1 Recv Date: 01/25/1990
Trans2 Recv Date: / /
TSD Site Recv Date: 01/26/1990
Part A Recv Date: 02/09/1990
Part B Recv Date: 02/08/1990
Generator EPA ID: NYD00227726
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: Not reported
TSDF ID 1: NYD043815703
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported

O M EDWARDS CO INC (Continued)

100011709

Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00165
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 003
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Waste Code: D002 - NON-LISTED CORROSIVE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00030
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: L Landfill.
Specific Gravity: 100
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00220
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 004
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Document ID: NYB1817271
Manifest Status: C
seq: Not reported
Year: 1990
Trans1 State ID: Not reported
Trans2 State ID: Not reported
Generator Ship Date: 01/25/1990
Trans1 Recv Date: 01/26/1990
Trans2 Recv Date: / /
TSD Site Recv Date: 01/26/1990
Part A Recv Date: 02/09/1990
Part B Recv Date: 02/16/1990

O M EDWARDS CO INC (Continued)

100011709

Generator EPA ID: NYD00227726
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: Not reported
TSDF ID 1: NYD013277454
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00045
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100
Document ID: NYB1817316
Manifest Status: C
seq: Not reported
Year: 1990
Trans1 State ID: NJ154TRH
Trans2 State ID: Not reported
Generator Ship Date: 01/25/1990
Trans1 Recv Date: 01/25/1990
Trans2 Recv Date: / /
TSD Site Recv Date: 01/26/1990
Part A Recv Date: 02/09/1990
Part B Recv Date: 02/08/1990
Generator EPA ID: NYD00227726
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: Not reported
TSDF ID 1: NYD043815703
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported

O M EDWARDS CO INC (Continued)

100011709

All Facility Sign Date: Not reported
 ICGMT Method Type Code: Not reported
 Waste Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00030
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100
 Document ID: NYB1817325
 Manifest Status: C
 seq: Not reported
 Year: 1990
 Trans1 State ID: Not reported
 Trans2 State ID: MS7584
 Generator Ship Date: 01/25/1990
 Trans1 Recv Date: 01/30/1990
 Trans2 Recv Date: 01/30/1990
 TSD Site Recv Date: 01/30/1990
 Part A Recv Date: 02/09/1990
 Part B Recv Date: 02/14/1990
 Generator EPA ID: NYD002227726
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD980761191
 TSD ID 1: NYD057770109
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 All Facility Sign Date: Not reported
 ICGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00700
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill.
 Specific Gravity: 100

O M EDWARDS CO INC (Continued)

100011709

Document ID: CTF0032318
 Manifest Status: K
 seq: Not reported
 Year: 1990
 Trans1 State ID: HC6160NY
 Trans2 State ID: NYP82740
 Generator Ship Date: 07/31/1990
 Trans1 Recv Date: 07/31/1990
 Trans2 Recv Date: 08/06/1990
 TSD Site Recv Date: 08/06/1990
 Part A Recv Date: 09/19/1990
 Part B Recv Date: 09/11/1990
 Generator EPA ID: NYD002227726
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD980761191
 TSD ID 1: CTD000604488
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 All Facility Sign Date: Not reported
 ICGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00275
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 005
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100
 Waste Code: D008 - LEAD 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00165
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100
 Document ID: NYB1817298
 Manifest Status: C
 seq: Not reported
 Year: 1990

O M EDWARDS CO INC (Continued)

100011709

Trans1 State ID: NJ154TRH
 Trans2 State ID: Not reported
 Generator Ship Date: 01/25/1990
 Trans1 Recv Date: 01/25/1990
 Trans2 Recv Date: / /
 TSD Site Recv Date: 01/26/1990
 Part A Recv Date: 02/09/1990
 Part B Recv Date: 02/06/1990
 Generator EPA ID: NYD002227726
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD043815703
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 All Facility Sign Date: Not reported
 ICGMT Method Type Code: Not reported
 Waste Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00055
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00300
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01200
 Units: F - Pounds
 Number of Containers: 004
 Container Type: DM - Metal drums, barrels

O M EDWARDS CO INC (Continued)

100011709

Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00055
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100
 Document ID: NYB1817154
 Manifest Status: C
 seq: Not reported
 Year: 1990
 Trans1 State ID: NJ154TRH
 Trans2 State ID: Not reported
 Generator Ship Date: 01/25/1990
 Trans1 Recv Date: 01/25/1990
 Trans2 Recv Date: / /
 TSD Site Recv Date: 01/26/1990
 Part A Recv Date: 02/09/1990
 Part B Recv Date: 02/08/1990
 Generator EPA ID: NYD002227726
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD043815703
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 All Facility Sign Date: Not reported
 ICGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00055
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

O M EDWARDS CO INC (Continued) 100011709

ECHO:
 Envid: 100011709
 Registry ID: 110001984050
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110001984050

K57 **460 NORTH FRANKLIN STREET ASSOCIATES LLC** **PA MANIFEST** **S113739521**
SE **438 NORTH FRANKLIN STREET** **N/A**
1/8-1/4 **SYRACUSE, NY 13202**
0.164 mi.
868 ft. **Site 2 of 3 in cluster K**

Relative: Manifest Details:
Higher Year: 2012
 Manifest Number: 005096090FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYR000195909
 Generator Date: 08/17/2012
 Mailing Address: Not reported
 Mailing City, St, Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DR
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 2
 Waste Number: D001
 Container Number: 1
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 5
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PADD067098822
 Date TSP Sig: Not reported

Year: 2012
 Manifest Number: 005096090FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYR000195909
 Generator Date: 08/17/2012
 Mailing Address: Not reported
 Mailing City, St, Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DR
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 4

460 NORTH FRANKLIN STREET ASSOCIATES LLC (Continued) S113739521

Waste Number: U154
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 38
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PADD067098822
 Date TSP Sig: Not reported

Year: 2012
 Manifest Number: 005096090FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYR000195909
 Generator Date: 08/17/2012
 Mailing Address: Not reported
 Mailing City, St, Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DR
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 4
 Waste Number: D001
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 38
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PADD067098822
 Date TSP Sig: Not reported

Year: 2012
 Manifest Number: 005096090FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYR000195909
 Generator Date: 08/17/2012
 Mailing Address: Not reported
 Mailing City, St, Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DR
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 3
 Waste Number: D035
 Container Number: 1
 Container Type: Metal drums, barrels, kegs

460 NORTH FRANKLIN STREET ASSOCIATES LLC (Continued) S113739521

Waste Quantity: 139
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PADD067098822
 Date TSP Sig: Not reported

Year: 2012
 Manifest Number: 005096090FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYR000195909
 Generator Date: 08/17/2012
 Mailing Address: Not reported
 Mailing City, St, Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DR
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 3
 Waste Number: D001
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 139
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PADD067098822
 Date TSP Sig: Not reported

Year: 2012
 Manifest Number: 005096090FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYR000195909
 Generator Date: 08/17/2012
 Mailing Address: Not reported
 Mailing City, St, Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DR
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 1
 Waste Number: D002
 Container Number: 1
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 5
 Unit: Pounds
 Handling Code: Not reported

460 NORTH FRANKLIN STREET ASSOCIATES LLC (Continued) S113739521

TSP EPA Id: PADD067098822
 Date TSP Sig: Not reported

M58 **PLANT #2 ASSOCIATES** **RCRA NonGen / NLR** **1000321313**
SSW **500 PLUM ST** **SYRACUSE, NY 13204** **FINDS** **NYD982534968**
1/8-1/4 **SYRACUSE, NY 13204** **NY MANIFEST**
0.165 mi. **Site 4 of 4 in cluster M** **ECHO**
871 ft.

Relative: RCRA NonGen / NLR:
Lower Date form received by agency: 01/01/2007
 Facility name: PLANT #2 ASSOCIATES
 Facility address: 500 PLUM ST
 SYRACUSE, NY 13204
 EPA ID: NYD982534968
 Mailing address: CLINTON EXCHANGE 4 CLINTON SQ
 SYRACUSE, NY 13204
 Contact: Not reported
 Contact address: CLINTON EXCHANGE 4 CLINTON SQ
 SYRACUSE, NY 13204
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: PLANT #2 ASSOCIATES
 Owner/operator address: NOT REQUIRED
 NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Owner/operator name: PLANT #2 ASSOCIATES
 Owner/operator address: NOT REQUIRED
 NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No

PLANT #2 ASSOCIATES (Continued)

1000321313

Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:

Date form received by agency: 01/01/2006
 Site name: PLANT #2 ASSOCIATES
 Classification: Not a generator, verified

Date form received by agency: 04/26/1995
 Site name: PLANT #2 ASSOCIATES
 Classification: Not a generator, verified

Waste code: NONE
 Waste name: None

Date form received by agency: 03/28/1988
 Site name: PLANT #2 ASSOCIATES
 Classification: Small Quantity Generator

Waste code: D000
 Waste name: Not Defined

Waste code: D001
 Waste name: IGNITABLE WASTE

Violation Status: No violations found

FINDS:

Registry ID: 110004422571

Environmental Interest/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

NY MANIFEST:

Country: USA
 EPA ID: NYD982534968
 Facility Status: Not reported
 Location Address 1: CLINTON EXCHANGE-4 CLINTON SQ
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

PLANT #2 ASSOCIATES (Continued)

1000321313

NY MANIFEST:
 EPAID: NYD982534968
 Mailing Name: PLANT NO. 2 ASSOCIATES
 Mailing Contact: PLANT NO. 2 ASSOCIATES
 Mailing Address 1: CLINTON EXCHANGE-4 CLINTON SQ
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154714692

NY MANIFEST:

Document ID: NYA7223256
 Manifest Status: C
 seq: Not reported
 Year: 1988
 Trans1 State ID: 000000000
 Trans2 State ID: 000000000
 Generator Ship Date: 11/03/1988
 Trans1 Recv Date: 11/03/1988
 Trans2 Recv Date: / /
 TSD Site Recv Date: 11/03/1988
 Part A Recv Date: 11/09/1988
 Part B Recv Date: 11/15/1988
 Generator EPA ID: NYD982534968
 Trans1 EPA ID: NYD057770109
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD057770109
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00220
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 004
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES

PLANT #2 ASSOCIATES (Continued)

1000321313

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00150
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill.
 Specific Gravity: 100

Document ID: NYA7319034
 Manifest Status: K
 seq: Not reported
 Year: 1988
 Trans1 State ID: Not reported
 Trans2 State ID: Not reported
 Generator Ship Date: 05/23/1988
 Trans1 Recv Date: 05/23/1988
 Trans2 Recv Date: / /
 TSD Site Recv Date: 05/23/1988
 Part A Recv Date: 07/12/1988
 Part B Recv Date: 06/01/1988
 Generator EPA ID: NYD982534968
 Trans1 EPA ID: NYD095577342
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD095577342
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00800
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 091

ECHO:

Envid: 1000321313
 Registry ID: 110004422571

PLANT #2 ASSOCIATES (Continued)

1000321313

DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110004422571

59 East 1/8-1/4 0.172 mi. 907 ft.

Relative: Higher

Actual: 405 ft.

NATIONAL GRID ASH STREET SUB
 GENANT DR
 SYRACUSE, NY 13208

RCRA-LQG 1000132255
 NY Spills NYD980782254
 NY MANIFEST

RCRA-LQG:
 Date form received by agency: 03/02/2012
 Facility name: NATIONAL GRID ASH STREET SUB
 Facility address: GENANT DR SYRACUSE, NY 13208
 EPA ID: NYD980782254
 Mailing address: ERIE BLVD W SYRACUSE, NY 13202
 Contact: STEPHEN P HALLER
 Contact address: ERIE BOULEVARD WEST, A-3 SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: (315) 428-5206
 Contact email: STEPHEN.HALLER@US.NGRID.COM
 EPA Region: 02
 Land type: Private
 Classification: Large Quantity Generator
 Description: Handler: generates 1,000 kg or more of hazardous waste during any calendar month; or generates more than 1 kg of acutely hazardous waste during any calendar month; or generates more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month; or generates 1 kg or less of acutely hazardous waste during any calendar month, and accumulates more than 1 kg of acutely hazardous waste at any time; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates more than 100 kg of that material at any time

Owner/Operator Summary:
 Owner/operator name: NIAGARA MOHAWK POWER CORP
 Owner/operator address: Not reported
 Owner/operator country: Not reported
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 12/31/1979
 Owner/Op end date: Not reported

Owner/operator name: Not reported
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: Not reported
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported

NATIONAL GRID ASH STREET SUB (Continued)

1000132255

Owner/Op end date: Not reported
 Owner/operator name: NATIONAL GRID
 Owner/operator address: ERIE BLVD. W. SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 12/31/1979
 Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Waste code: B003
 Waste name: B003
 Waste code: B007
 Waste name: B007

Historical Generators:

Date form received by agency: 01/01/2007
 Site name: ASH STREET SUB
 Classification: Not a generator, verified
 Date form received by agency: 01/01/2008
 Site name: ASH STREET SUB
 Classification: Not a generator, verified
 Date form received by agency: 03/19/2002
 Site name: ASH STREET SUB
 Classification: Large Quantity Generator
 Date form received by agency: 07/08/1999
 Site name: ASH ST SUB
 Classification: Not a generator, verified
 Date form received by agency: 11/20/1984
 Site name: ASH ST SUB
 Classification: Large Quantity Generator

NATIONAL GRID ASH STREET SUB (Continued)

1000132255

Waste code: D000
 Waste name: Not Defined
 Waste code: X002
 Waste name: POLYCHLORINATED BIPHENOLS (PCBs)

Violation Status: No violations found

Evaluation Action Summary:

Evaluation date: 12/04/2014
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

SPILLS:

Facility ID: 0009309
 Facility Type: ER
 DER Facility ID: 331828
 Site ID: 116061
 DEC Region: 7
 Spill Date: 2000-04-07
 Spill Number/Closed Date: 0000309 / 2005-09-16
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.

SWIS:

Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2000-04-07
 CID: 281
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: 2000-04-07
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2000-04-07
 Spill Record Last Update: 2005-09-16
 Spiller Name: CALLER
 Spiller Company: NIAGARA MOHAWK
 Spiller Address: 300 ERIE BLVD WEST
 Spiller City,St,Zip: SYRACUSE, NY -
 Spiller Company: 001
 Contact Name: DICK MEYERS
 Contact Phone: (315) 460-2421
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM this site is part of NIMO global consent order*

Remarks:

CIRCUIT BREAKER EXPLOSION AT ABOVE LOCATION. MATERIAL CONTAINED ON SITE AT TIME OF CALL. APEX ENVIRONMENT CONTACTED AND ARE ON SITE FOR CLEANUP. NO CALL BACK REQUESTED.

Material:

Site ID: 116061
 Operable Unit ID: 822018

NATIONAL GRID ASH STREET SUB (Continued)

1000132255

Operable Unit: 01
 Material ID: 288561
 Material Code: 0020A
 Material Name: transformer oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 500.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

NY MANIFEST:

Country: USA
 EPA ID: NYD980782254
 Facility Status: Not reported
 Location Address 1: GENANT DR.
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13208
 Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYD980782254
 Mailing Name: NIAGARA MOHAWK POWER CORPORATION
 Mailing Contact: NIAGARA MOHAWK POWER CORPORATION
 Mailing Address 1: 300 ERIE BLVD WEST
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13208
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154282351

NY MANIFEST:

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2011
 Trans1 State ID: NYD986980753
 Trans2 State ID: NYD986980753
 Generator Ship Date: 05/12/2011
 Trans1 Recv Date: 05/12/2011
 Trans2 Recv Date: 05/27/2011
 TSD Site Recv Date: 05/27/2011
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980782254
 Trans1 EPA ID: Not reported

NATIONAL GRID ASH STREET SUB (Continued)

1000132255

Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 001058695JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 NIGMT Method Type Code: H132
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 57.0
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 1.0
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill
 Specific Gravity: 1.0
 Waste Code: B007
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2011
 Trans1 State ID: NYD986980753
 Trans2 State ID: NYD986980753
 Generator Ship Date: 05/12/2011
 Trans1 Recv Date: 05/12/2011
 Trans2 Recv Date: 05/26/2011
 TSD Site Recv Date: 05/26/2011
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980782254
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 001058695JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N

NATIONAL GRID ASH STREET SUB (Continued)

1000132255

Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 1681.0
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 2.0
 Container Type: CF - Fiber or plastic boxes, cartons
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: B003
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2011
 Trans1 State ID: NYD986980753
 Trans2 State ID: NYD986980753
 Generator Ship Date: 05/12/2011
 Trans1 Recv Date: 05/12/2011
 Trans2 Recv Date: 05/26/2011
 TSD Site Recv Date: 05/26/2011
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980782254
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 01058697JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

NATIONAL GRID ASH STREET SUB (Continued)

1000132255

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 454.0
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 2.0
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: B003
 Waste Code 1_2: B007
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2011
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 10/19/2011
 Trans1 Recv Date: 10/19/2011
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/09/2011
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980782254
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 007675313JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H132
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 228.0
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 2.0
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill.
 Specific Gravity: 1.0

NATIONAL GRID ASH STREET SUB (Continued)

1000132255

Waste Code: B007
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: NYG1173771
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: TLK5908
 Trans2 State ID: Not reported
 Generator Ship Date: 03/20/2001
 Trans1 Recv Date: 03/20/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 03/21/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980782254
 Trans1 EPA ID: OHD987050564
 Trans2 EPA ID: Not reported
 TSD ID 1: WVD988770673
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B002 - PETROLEUM OIL WITH 50 BUT < 500 PPM PCB
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 16810
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 00.89
 Document ID: NYG1173789
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: TMA70830H
 Trans2 State ID: Not reported
 Generator Ship Date: 03/14/2001
 Trans1 Recv Date: 03/14/2001

NATIONAL GRID ASH STREET SUB (Continued)

1000132255

Trans2 Recv Date: Not reported
 TSD Site Recv Date: 03/15/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980782254
 Trans1 EPA ID: OHD987050564
 Trans2 EPA ID: Not reported
 TSD ID 1: WVD988770673
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B002 - PETROLEUM OIL WITH 50 BUT < 500 PPM PCB
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 17727
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 00.89
 Document ID: NYA5798279
 Manifest Status: C
 seq: Not reported
 Year: 1987
 Trans1 State ID: 40010GW
 Trans2 State ID: Not reported
 Generator Ship Date: 04/08/1987
 Trans1 Recv Date: 04/08/1987
 Trans2 Recv Date: / /
 TSD Site Recv Date: 04/08/1987
 Part A Recv Date: 04/14/1987
 Part B Recv Date: 04/14/1987
 Generator EPA ID: NYD980782254
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD980547952
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported

NATIONAL GRID ASH STREET SUB (Continued)

1000132255

Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B003 - PETROLEUM OIL WITH 500 PPM OR > PCB
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01400
 Units: G - Gallons (liquids only*) (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1.00
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 06/27/2014
 Trans1 Recv Date: 06/27/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/17/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980782254
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: 004940919FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 125
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 3

NATIONAL GRID ASH STREET SUB (Continued)

1000132255

Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: B002
 Waste Code 1_2: B007
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

K60 SE 432 NORTH FRANKLIN STREET SYRACUSE, NY 13201

NY ENG CONTROLS NY INST CONTROL NY VCP NY BROWNFIELDS S108410663 N/A

1/8-1/4 0.163 mi. 966 ft. Relative: Higher Actual: 387 ft.

Site 3 of 3 in cluster K

Site Code: 58698
 HW Code: C734089
 Control Code: 18
 Control Type: ENG
 Date Record Added: 01/09/2007
 Date Rec Updated: 01/12/2016
 Updated By: SLEDWARD
 Site Description: This site transitioned into the Brownfield Cleanup Program from the Voluntary Cleanup Program (formerly Site # V00588). The site is located in a mixed residential, commercial and industrial land use area. Commercial properties are located to the south. It is bordered on the east, west and north by North Clinton Street, Franklin Street and Genant Street, respectively. The site is about two acres in size. The site building is primarily slab-on-grade construction except the three-story portion which has a basement one level deep. The building is open timber frame with a brick facade. It has been used in the past for various small manufacturing processes. The remaining land is paved except for a small strip along Franklin Street and the northeast corner which are weed covered. Several underground storage tanks (USTs) were present including two fuel oil USTs, one gasoline UST which likely contained leaded gasoline and a waste oil UST. Probable causes of contamination are storage and handling of fuels and solvents associated with a metal foundry, plastics injecting molding and metal stamping operations. The soil and groundwater has been contaminated by VOCs, SVOCs and heavy metals, most notably lead. A Remedial Investigation has been completed and a Remedial Action has been implemented. Various areas of contaminated soil have been removed, including the gasoline and waste oil USTs. The two fuel oil USTs were cleaned and closed in place. A sub-slab depressurization system has been installed beneath the building. A Final Engineering Report and OM&M Plan were received on 12/12/06. An Environmental Easement was filed on 12/6/06, and a Certificate of Completion was issued on 12/29/06. The project is currently in the site management phase, which includes maintenance of the cap and sub-slab depressurization system.
 Env Problem: A Remedial Investigation has been performed. Identified contaminants of concern include lead, VOCs and PAHs. Contaminated media include soil and groundwater. The selected remedial action included the removal of a limited amount of contaminated soil, installation of a sub-slab depressurization system beneath the building and

432 NORTH FRANKLIN STREET (Continued)

S108410663

Installation of an impervious clay cap over the remaining areas of concern. Remediation was performed per an approved Remedial Work Plan. An Environmental Easement restricts contact with soils and use of groundwater. The site does not pose a significant threat to the environment.
 Health Problem: Prior investigations identified soil and groundwater contaminated with volatile organic compounds, semivolatile organic compounds, and lead. Remediation of the site included excavation and removal of lead-contaminated soil and two underground storage tanks and associated impacted soils. The on-site building, pavement, and placement of an impervious clay cap in select areas will minimize the potential for human exposure to residual soil contaminants. An environmental easement in place imposes several institutional and engineering controls, including restricting site use to commercial and/or industrial purposes and prohibiting the use of groundwater as a source of potable or process water. A sub-slab depressurization system was installed beneath the on-site building to minimize human exposures through soil vapor intrusion. Exposures to contaminants in groundwater are not expected since the area is served by a municipal water supply. A soils management plan will be utilized when completing any future ground intrusive work (i.e., utility and/or soil excavation).
 Site Code: 58698
 HW Code: C734089
 Control Code: 15
 Control Type: ENG
 Date Record Added: 01/09/2007
 Date Rec Updated: 01/12/2016
 Updated By: SLEDWARD
 Site Description: This site transitioned into the Brownfield Cleanup Program from the Voluntary Cleanup Program (formerly Site # V00588). The site is located in a mixed residential, commercial and industrial land use area. Commercial properties are located to the south. It is bordered on the east, west and north by North Clinton Street, Franklin Street and Genant Street, respectively. The site is about two acres in size. The site building is primarily slab-on-grade construction except the three-story portion which has a basement one level deep. The building is open timber frame with a brick facade. It has been used in the past for various small manufacturing processes. The remaining land is paved except for a small strip along Franklin Street and the northeast corner which are weed covered. Several underground storage tanks (USTs) were present including two fuel oil USTs, one gasoline UST which likely contained leaded gasoline and a waste oil UST. Probable causes of contamination are storage and handling of fuels and solvents associated with a metal foundry, plastics injecting molding and metal stamping operations. The soil and groundwater has been contaminated by VOCs, SVOCs and heavy metals, most notably lead. A Remedial Investigation has been completed and a Remedial Action has been implemented. Various areas of contaminated soil have been removed, including the gasoline and waste oil USTs. The two fuel oil USTs were cleaned and closed in place. A sub-slab depressurization system has been installed beneath the building. A Final Engineering Report and OM&M Plan were received on 12/12/06. An Environmental Easement was filed on 12/6/06, and a Certificate of Completion was issued on 12/29/06. The project is currently in the site management phase, which includes maintenance of the cap and

432 NORTH FRANKLIN STREET (Continued)

S108410663

sub-slab depressurization system.
 Env Problem: A Remedial Investigation has been performed. Identified contaminants of concern include lead, VOCs and PAHs. Contaminated media include soil and groundwater. The selected remedial action included the removal of a limited amount of contaminated soil, installation of a sub-slab depressurization system beneath the building and installation of an impervious clay cap over the remaining areas of concern. Remediation was performed per an approved Remedial Work Plan. An Environmental Easement restricts contact with soils and use of groundwater. The site does not pose a significant threat to the environment.
 Health Problem: Prior investigations identified soil and groundwater contaminated with volatile organic compounds, semivolatile organic compounds, and lead. Remediation of the site included excavation and removal of lead-contaminated soil and two underground storage tanks and associated impacted soils. The on-site building, pavement, and placement of an impervious clay cap in select areas will minimize the potential for human exposure to residual soil contaminants. An environmental easement in place imposes several institutional and engineering controls, including restricting site use to commercial and/or industrial purposes and prohibiting the use of groundwater as a source of potable or process water. A sub-slab depressurization system was installed beneath the on-site building to minimize human exposures through soil vapor intrusion. Exposures to contaminants in groundwater are not expected since the area is served by a municipal water supply. A soils management plan will be utilized when completing any future ground intrusive work (i.e., utility and/or soil excavation).
 Site Code: 58698
 HW Code: C734089
 Control Code: 13
 Control Type: ENG
 Date Record Added: 01/09/2007
 Date Rec Updated: 01/12/2016
 Updated By: SLEDWARD
 Site Description: This site transitioned into the Brownfield Cleanup Program from the Voluntary Cleanup Program (formerly Site # V00588). The site is located in a mixed residential, commercial and industrial land use area. Commercial properties are located to the south. It is bordered on the east, west and north by North Clinton Street, Franklin Street and Genant Street, respectively. The site is about two acres in size. The site building is primarily slab-on-grade construction except the three-story portion which has a basement one level deep. The building is open timber frame with a brick facade. It has been used in the past for various small manufacturing processes. The remaining land is paved except for a small strip along Franklin Street and the northeast corner which are weed covered. Several underground storage tanks (USTs) were present including two fuel oil USTs, one gasoline UST which likely contained leaded gasoline and a waste oil UST. Probable causes of contamination are storage and handling of fuels and solvents associated with a metal foundry, plastics injecting molding and metal stamping operations. The soil and groundwater has been contaminated by VOCs, SVOCs and heavy metals, most notably lead. A Remedial Investigation has been completed and a Remedial Action has been implemented. Various areas of contaminated soil have been removed, including the gasoline and waste oil USTs.

MAP FINDINGS

432 NORTH FRANKLIN STREET (Continued) S108410663

The two fuel oil USTs were cleaned and closed in place. A sub-slab depressurization system has been installed beneath the building. A Final Engineering Report and OM&M Plan were received on 12/12/06. An Environmental Easement was filed on 12/6/06, and a Certificate of Completion was issued on 12/29/06. The project is currently in the site management phase, which includes maintenance of the cap and sub-slab depressurization system.

Env Problem: A Remedial Investigation has been performed. Identified contaminants of concern include lead, VOCs and PAHs. Contaminated media include soil and groundwater. The selected remedial action included the removal of a limited amount of contaminated soil, installation of a sub-slab depressurization system beneath the building and installation of an impervious clay cap over the remaining areas of concern. Remediation was performed per an approved Remedial Work Plan. An Environmental Easement restricts contact with soils and use of groundwater. The site does not pose a significant threat to the environment.

Health Problem: Prior investigations identified soil and groundwater contaminated with volatile organic compounds, semivolatile organic compounds, and lead. Remediation of the site included excavation and removal of lead-contaminated soil and two underground storage tanks and associated impacted soils. The on-site building, pavement, and placement of an impervious clay cap in select areas will minimize the potential for human exposure to residual soil contaminants. An environmental easement in place imposes several institutional and engineering controls, including restricting site use to commercial and/or industrial purposes and prohibiting the use of groundwater as a source of potable or process water. A sub-slab depressurization system was installed beneath the on-site building to minimize human exposures through soil vapor intrusion. Exposures to contaminants in groundwater are not expected since the area is served by a municipal water supply. A soils management plan will be utilized when completing any future ground intrusive work (i.e., utility and/or soil excavation).

INST CONTROL:

Site Code: 58698
 Control Name: Environmental Easement
 HW Code: C734089
 Control Code: J
 Control Type: INST
 Dt record added: 01/09/2007
 Dt rec updated: 01/21/2016
 Updated By: SLEDWARD
 Site Code: 58698
 Site Description: This site transitioned into the Brownfield Cleanup Program from the Voluntary Cleanup Program (formerly Site # V00588). The site is located in a mixed residential, commercial and industrial land use area. Commercial properties are located to the south. It is bordered on the east, west and north by North Clinton Street, Franklin Street and Genant Street, respectively. The site is about two acres in size. The site building is primarily slab-on-grade construction except the three-story portion which has a basement one level deep. The building is open timber frame with a brick facade. It has been used in the past for various small manufacturing processes. The remaining land is paved except for a small strip along Franklin Street and the northeast corner which are weed covered. Several underground storage

MAP FINDINGS

432 NORTH FRANKLIN STREET (Continued) S108410663

tanks (USTs) were present including two fuel oil USTs, one gasoline UST which likely contained leaded gasoline and a waste oil UST. Probable causes of contamination are storage and handling of fuels and solvents associated with a metal foundry, plastics injecting molding and metal stamping operations. The soil and groundwater has been contaminated by VOCs, SVOCs and heavy metals, most notably lead. A Remedial Investigation has been completed and a Remedial Action has been implemented. Various areas of contaminated soil have been removed, including the gasoline and waste oil USTs. The two fuel oil USTs were cleaned and closed in place. A sub-slab depressurization system has been installed beneath the building. A Final Engineering Report and OM&M Plan were received on 12/12/06. An Environmental Easement was filed on 12/6/06, and a Certificate of Completion was issued on 12/29/06. The project is currently in the site management phase, which includes maintenance of the cap and sub-slab depressurization system.

Env Problem: A Remedial Investigation has been performed. Identified contaminants of concern include lead, VOCs and PAHs. Contaminated media include soil and groundwater. The selected remedial action included the removal of a limited amount of contaminated soil, installation of a sub-slab depressurization system beneath the building and installation of an impervious clay cap over the remaining areas of concern. Remediation was performed per an approved Remedial Work Plan. An Environmental Easement restricts contact with soils and use of groundwater. The site does not pose a significant threat to the environment.

Health Problem: Prior investigations identified soil and groundwater contaminated with volatile organic compounds, semivolatile organic compounds, and lead. Remediation of the site included excavation and removal of lead-contaminated soil and two underground storage tanks and associated impacted soils. The on-site building, pavement, and placement of an impervious clay cap in select areas will minimize the potential for human exposure to residual soil contaminants. An environmental easement in place imposes several institutional and engineering controls, including restricting site use to commercial and/or industrial purposes and prohibiting the use of groundwater as a source of potable or process water. A sub-slab depressurization system was installed beneath the on-site building to minimize human exposures through soil vapor intrusion. Exposures to contaminants in groundwater are not expected since the area is served by a municipal water supply. A soils management plan will be utilized when completing any future ground intrusive work (i.e., utility and/or soil excavation).

Site Code: 58698
 Control Name: Ground Water Use Restriction
 HW Code: C734089
 Control Code: 08
 Control Type: INST
 Dt record added: 01/09/2007
 Dt rec updated: 01/21/2016
 Updated By: SLEDWARD
 Site Code: 58698
 Site Description: This site transitioned into the Brownfield Cleanup Program from the Voluntary Cleanup Program (formerly Site # V00588). The site is located in a mixed residential, commercial and industrial land use area. Commercial properties are located to the south. It is bordered

MAP FINDINGS

432 NORTH FRANKLIN STREET (Continued) S108410663

on the east, west and north by North Clinton Street, Franklin Street and Genant Street, respectively. The site is about two acres in size. The site building is primarily slab-on-grade construction except the three-story portion which has a basement one level deep. The building is open timber frame with a brick facade. It has been used in the past for various small manufacturing processes. The remaining land is paved except for a small strip along Franklin Street and the northeast corner which are weed covered. Several underground storage tanks (USTs) were present including two fuel oil USTs, one gasoline UST which likely contained leaded gasoline and a waste oil UST. Probable causes of contamination are storage and handling of fuels and solvents associated with a metal foundry, plastics injecting molding and metal stamping operations. The soil and groundwater has been contaminated by VOCs, SVOCs and heavy metals, most notably lead. A Remedial Investigation has been completed and a Remedial Action has been implemented. Various areas of contaminated soil have been removed, including the gasoline and waste oil USTs. The two fuel oil USTs were cleaned and closed in place. A sub-slab depressurization system has been installed beneath the building. A Final Engineering Report and OM&M Plan were received on 12/12/06. An Environmental Easement was filed on 12/6/06, and a Certificate of Completion was issued on 12/29/06. The project is currently in the site management phase, which includes maintenance of the cap and sub-slab depressurization system.

Env Problem: A Remedial Investigation has been performed. Identified contaminants of concern include lead, VOCs and PAHs. Contaminated media include soil and groundwater. The selected remedial action included the removal of a limited amount of contaminated soil, installation of a sub-slab depressurization system beneath the building and installation of an impervious clay cap over the remaining areas of concern. Remediation was performed per an approved Remedial Work Plan. An Environmental Easement restricts contact with soils and use of groundwater. The site does not pose a significant threat to the environment.

Health Problem: Prior investigations identified soil and groundwater contaminated with volatile organic compounds, semivolatile organic compounds, and lead. Remediation of the site included excavation and removal of lead-contaminated soil and two underground storage tanks and associated impacted soils. The on-site building, pavement, and placement of an impervious clay cap in select areas will minimize the potential for human exposure to residual soil contaminants. An environmental easement in place imposes several institutional and engineering controls, including restricting site use to commercial and/or industrial purposes and prohibiting the use of groundwater as a source of potable or process water. A sub-slab depressurization system was installed beneath the on-site building to minimize human exposures through soil vapor intrusion. Exposures to contaminants in groundwater are not expected since the area is served by a municipal water supply. A soils management plan will be utilized when completing any future ground intrusive work (i.e., utility and/or soil excavation).

Site Code: 58698
 Control Name: Soil Management Plan
 HW Code: C734089
 Control Code: 14
 Control Type: INST

MAP FINDINGS

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Dt record added: 01/09/2007
 Dt rec updated: 01/21/2016
 Updated By: SLEDWARD
 Site Code: 58698
 Site Description: This site transitioned into the Brownfield Cleanup Program from the Voluntary Cleanup Program (formerly Site # V00588). The site is located in a mixed residential, commercial and industrial land use area. Commercial properties are located to the south. It is bordered on the east, west and north by North Clinton Street, Franklin Street and Genant Street, respectively. The site is about two acres in size. The site building is primarily slab-on-grade construction except the three-story portion which has a basement one level deep. The building is open timber frame with a brick facade. It has been used in the past for various small manufacturing processes. The remaining land is paved except for a small strip along Franklin Street and the northeast corner which are weed covered. Several underground storage tanks (USTs) were present including two fuel oil USTs, one gasoline UST which likely contained leaded gasoline and a waste oil UST. Probable causes of contamination are storage and handling of fuels and solvents associated with a metal foundry, plastics injecting molding and metal stamping operations. The soil and groundwater has been contaminated by VOCs, SVOCs and heavy metals, most notably lead. A Remedial Investigation has been completed and a Remedial Action has been implemented. Various areas of contaminated soil have been removed, including the gasoline and waste oil USTs. The two fuel oil USTs were cleaned and closed in place. A sub-slab depressurization system has been installed beneath the building. A Final Engineering Report and OM&M Plan were received on 12/12/06. An Environmental Easement was filed on 12/6/06, and a Certificate of Completion was issued on 12/29/06. The project is currently in the site management phase, which includes maintenance of the cap and sub-slab depressurization system.

Env Problem: A Remedial Investigation has been performed. Identified contaminants of concern include lead, VOCs and PAHs. Contaminated media include soil and groundwater. The selected remedial action included the removal of a limited amount of contaminated soil, installation of a sub-slab depressurization system beneath the building and installation of an impervious clay cap over the remaining areas of concern. Remediation was performed per an approved Remedial Work Plan. An Environmental Easement restricts contact with soils and use of groundwater. The site does not pose a significant threat to the environment.

Health Problem: Prior investigations identified soil and groundwater contaminated with volatile organic compounds, semivolatile organic compounds, and lead. Remediation of the site included excavation and removal of lead-contaminated soil and two underground storage tanks and associated impacted soils. The on-site building, pavement, and placement of an impervious clay cap in select areas will minimize the potential for human exposure to residual soil contaminants. An environmental easement in place imposes several institutional and engineering controls, including restricting site use to commercial and/or industrial purposes and prohibiting the use of groundwater as a source of potable or process water. A sub-slab depressurization system was installed beneath the on-site building to minimize human exposures through soil vapor intrusion. Exposures to contaminants in groundwater are not expected since the area is served by a municipal water supply. A soils management plan will be utilized when

Site Code: 58698
 Control Name: Soil Management Plan
 HW Code: C734089
 Control Code: 14
 Control Type: INST

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completing any future ground intrusive work (i.e., utility and/or soil excavation).

Site Code: 58698
 Control Name: O&M Plan
 HW Code: C734089
 Control Code: 33
 Control Type: INST
 Dt record added: 01/09/2007
 Dt rec updated: 01/21/2016
 Updated By: SLEDWARD
 Site Code: 58698

Site Description: This site transitioned into the Brownfield Cleanup Program from the Voluntary Cleanup Program (formerly Site # V00588). The site is located in a mixed residential, commercial and industrial land use area. Commercial properties are located to the south. It is bordered on the east, west and north by North Clinton Street, Franklin Street and Genant Street, respectively. The site is about two acres in size. The site building is primarily slab-on-grade construction except the three-story portion which has a basement one level deep. The building is open timber frame with a brick facade. It has been used in the past for various small manufacturing processes. The remaining land is paved except for a small strip along Franklin Street and the northeast corner which are weed covered. Several underground storage tanks (USTs) were present including two fuel oil USTs, one gasoline UST which likely contained leaded gasoline and a waste oil UST. Probable causes of contamination are storage and handling of fuels and solvents associated with a metal foundry, plastics injecting molding and metal stamping operations. The soil and groundwater has been contaminated by VOCs, SVOCs and heavy metals, most notably lead. A Remedial Investigation has been completed and a Remedial Action has been implemented. Various areas of contaminated soil have been removed, including the gasoline and waste oil USTs. The two fuel oil USTs were cleaned and closed in place. A sub-slab depressurization system has been installed beneath the building. A Final Engineering Report and O&M Plan were received on 12/12/06. An Environmental Easement was filed on 12/6/06, and a Certificate of Completion was issued on 12/29/06. The project is currently in the site management phase, which includes maintenance of the cap and sub-slab depressurization system.

Env Problem: A Remedial Investigation has been performed. Identified contaminants of concern include lead, VOCs and PAHs. Contaminated media include soil and groundwater. The selected remedial action included the removal of a limited amount of contaminated soil, installation of a sub-slab depressurization system beneath the building and installation of an impervious clay cap over the remaining areas of concern. Remediation was performed per an approved Remedial Work Plan. An Environmental Easement restricts contact with soils and use of groundwater. The site does not pose a significant threat to the environment.

Health Problem: Prior investigations identified soil and groundwater contaminated with volatile organic compounds, semivolatile organic compounds, and lead. Remediation of the site included excavation and removal of lead-contaminated soil and two underground storage tanks and associated impacted soils. The on-site building, pavement, and placement of an impervious clay cap in select areas will minimize the potential for human exposure to residual soil contaminants. An

432 NORTH FRANKLIN STREET (Continued) S108410663

environmental easement in place imposes several institutional and engineering controls, including restricting site use to commercial and/or industrial purposes and prohibiting the use of groundwater as a source of potable or process water. A sub-slab depressurization system was installed beneath the on-site building to minimize human exposures through soil vapor intrusion. Exposures to contaminants in groundwater are not expected since the area is served by a municipal water supply. A soils management plan will be utilized when completing any future ground intrusive work (i.e., utility and/or soil excavation).

VCP:

Program Type: VCP
 Site Code: 58698
 HW Code: V00588
 Site Class: N
 SWIS: 3415
 Region: 7
 Town: Syracuse (C)
 Acres: Not reported
 Date Record Added: 06/04/2002
 Date Record Updated: 07/08/2008
 Updated By: csucpiyl

Site Description: This site transitioned into the Brownfield Clean up Program as C734089. This site is located in a mixed residential, commercial and industrial land use area. A tavern and restaurant is located to the south of the property. It is bordered on the east, west and north by North Clinton Street, Franklin Street and Genant Street respectively. The site is about two acres in size. The site building is primarily of slab on grade construction except the three story portion which has a basement one level deep. The building is open timber frame with a brick facade. It has been used in the past for various small manufacturing processes. The remaining land is paved except for a small strip along Franklin Street and the northeast corner which are vegetated with native weeds.

Env Problem: Not reported
 Health Problem: Not reported

BROWNFIELDS:

Program: BCP
 Site Code: 58698
 Contact Name: Not reported
 HW Code: C734089
 SWIS: 3415
 Town: Syracuse (c)
 Record Added Date: 03/02/2004
 Record Updated Date: 05/27/2015
 Update By: HDWARNER

Site Description: This site transitioned into the Brownfield Cleanup Program from the Voluntary Cleanup Program (formerly Site # V00588). The site is located in a mixed residential, commercial and industrial land use area. Commercial properties are located to the south. It is bordered on the east, west and north by North Clinton Street, Franklin Street and Genant Street, respectively. The site is about two acres in size. The site building is primarily slab-on-grade construction except the three-story portion which has a basement one level deep. The building

432 NORTH FRANKLIN STREET (Continued) S108410663

is open timber frame with a brick facade. It has been used in the past for various small manufacturing processes. The remaining land is paved except for a small strip along Franklin Street and the northeast corner which are weed covered. Several underground storage tanks (USTs) were present including two fuel oil USTs, one gasoline UST which likely contained leaded gasoline and a waste oil UST. Probable causes of contamination are storage and handling of fuels and solvents associated with a metal foundry, plastics injecting molding and metal stamping operations. The soil and groundwater has been contaminated by VOCs, SVOCs and heavy metals, most notably lead. A Remedial Investigation has been completed and a Remedial Action has been implemented. Various areas of contaminated soil have been removed, including the gasoline and waste oil USTs. The two fuel oil USTs were cleaned and closed in place. A sub-slab depressurization system has been installed beneath the building. A Final Engineering Report and O&M Plan were received on 12/12/06. An Environmental Easement was filed on 12/6/06, and a Certificate of Completion was issued on 12/29/06. The project is currently in the site management phase, which includes maintenance of the cap and sub-slab depressurization system.

Env Problem: A Remedial Investigation has been performed. Identified contaminants of concern include lead, VOCs and PAHs. Contaminated media include soil and groundwater. The selected remedial action included the removal of a limited amount of contaminated soil, installation of a sub-slab depressurization system beneath the building and installation of an impervious clay cap over the remaining areas of concern. Remediation was performed per an approved Remedial Work Plan. An Environmental Easement restricts contact with soils and use of groundwater. The site does not pose a significant threat to the environment.

Health Problem: Prior investigations identified soil and groundwater contaminated with volatile organic compounds, semivolatile organic compounds, and lead. Remediation of the site included excavation and removal of lead-contaminated soil and two underground storage tanks and associated impacted soils. The on-site building, pavement, and placement of an impervious clay cap in select areas will minimize the potential for human exposure to residual soil contaminants. An environmental easement in place imposes several institutional and engineering controls, including restricting site use to commercial and/or industrial purposes and prohibiting the use of groundwater as a source of potable or process water. A sub-slab depressurization system was installed beneath the on-site building to minimize human exposures through soil vapor intrusion. Exposures to contaminants in groundwater are not expected since the area is served by a municipal water supply. A soils management plan will be utilized when completing any future ground intrusive work (i.e., utility and/or soil excavation).

N61 TRIAD TECHNOLOGY
 NNE 105 SPENCER ST
 1/8-1/4 SYRACUSE, NY 13204
 0.186 mi.
 982 ft. Site 1 of 4 in cluster N
 Higher Manifest Details:
 Year: 2014
 Manifest Number: 007153483FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430

PA MANIFEST S118070958
 N/A

TRIAD TECHNOLOGY (Continued) S118070958

Generator Date: 08/01/2014
 Mailing Address: Not reported
 Mailing City, St, Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 2
 Waste Number: D035
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 230
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD06709822
 Date TSP Sig: Not reported

Year: 2014
 Manifest Number: 007153483FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 05/23/2014
 Mailing Address: Not reported
 Mailing City, St, Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 3
 Waste Number: U210
 Container Number: 1
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 4
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD06709822
 Date TSP Sig: Not reported

Year: 2014
 Manifest Number: 007153483FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 08/01/2014
 Mailing Address: Not reported
 Mailing City, St, Zip: Not reported

TRIAD TECHNOLOGY (Continued)

S118070958

Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 4
 Waste Number: D035
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 160
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153484FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 08/01/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 1
 Waste Number: U159
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 180
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153485FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 08/01/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported

TRIAD TECHNOLOGY (Continued)

S118070958

TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 2
 Waste Number: D001
 Container Number: 2
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 78
 Unit: Gallons (liquids only)
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153382FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 05/09/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 4
 Waste Number: D001
 Container Number: 3
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 890
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153396FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 05/23/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd

TRIAD TECHNOLOGY (Continued)

S118070958

TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 2
 Waste Number: U154
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 120
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153396FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 05/23/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 4
 Waste Number: D002
 Container Number: 1
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 17
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153483FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 08/01/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported

TRIAD TECHNOLOGY (Continued)

S118070958

Page Number: 1
 Line Number: 2
 Waste Number: D018
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 230
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153484FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 08/01/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 2
 Waste Number: D001
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 143
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153382FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 05/09/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 1
 Waste Number: D001

TRIAD TECHNOLOGY (Continued)

S118070958

Container Number: 2
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 140
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153383FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 05/09/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 1
 Waste Number: D001
 Container Number: 1
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 50
 Unit: Gallons (liquids only)
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153383FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 05/09/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 3
 Waste Number: D001
 Container Number: 2
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 340

TRIAD TECHNOLOGY (Continued)

S118070958

Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153384FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 05/09/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 1
 Waste Number: D005
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 130
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153384FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 05/09/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 1
 Waste Number: U226
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 130
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822

TRIAD TECHNOLOGY (Continued)

S118070958

Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153384FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 05/09/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 3
 Waste Number: D001
 Container Number: 1
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 26
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153385FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 05/09/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 2
 Waste Number: D001
 Container Number: 1
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 15
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014

TRIAD TECHNOLOGY (Continued)

S118070958

Manifest Number: 007153484FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 08/01/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 3
 Waste Number: D035
 Container Number: 1
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 52
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153485FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430
 Generator Date: 08/01/2014
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 1
 Waste Number: D002
 Container Number: 1
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 9
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported
 Year: 2014
 Manifest Number: 007153382FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NY0000236430

MAP FINDINGS

TRIAD TECHNOLOGY (Continued) S118070958

Generator Date: 05/09/2014
 Mailing Address: Not reported
 Mailing City, St, Zip: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 TSD EPA ID: Not reported
 TSD Date: Not reported
 TSD Facility Name: Cycle Chem Inc
 TSD Facility Address: 550 Industrial Rd
 TSD Facility City: Lewisberry
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 3
 Waste Number: D001
 Container Number: 3
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 138
 Unit: Gallons (liquids only)
 Handling Code: Not reported
 TSP EPA ID: PAD067098822
 Date TSP Sig: Not reported

[Click this hyperlink](#) while viewing on your computer to access 37 additional PA_MANIFEST: record(s) in the EDR Site Report.

N62 TRIAD TECHNOLOGIES RCRA NonGen / NLR 1004755688
NNE 105 SPENCER ST FTTS NY0000236430
 1/8-1/4 SYRACUSE, NY 13204 HIST FTTS
 0.186 mi. Site 2 of 4 in cluster N NY MANIFEST
 982 ft. Relative: RCRA NonGen / NLR
 Higher Date form received by agency: 07/18/2014
 Actual: Facility name: TRIAD TECHNOLOGIES INC
 400 ft. Facility address: 105 SPENCER ST
 SYRACUSE, NY 13204
 EPA ID: NY0000236430
 Mailing address: SPENCER ST
 SYRACUSE, NY 13204
 Contact: LEWIS J DALY
 Contact address: PIERSON RD
 FAYETTEVILLE, NY 13066
 Contact country: US
 Contact telephone: (315) 422-7807
 Contact email: IDALY@TRIADTEC.COM
 EPA Region: 02
 Land type: Private
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste
 Owner/Operator Summary:
 Owner/operator name: TRIAD MANAGEMENT LLC
 Owner/operator address: SPENCER ST
 SYRACUSE, NY 13204
 Owner/operator country: US
 Owner/operator telephone: (315) 422-7807

MAP FINDINGS

TRIAD TECHNOLOGIES (Continued) 1004755688

Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 11/01/1998
 Owner/Op end date: Not reported
 Owner/operator name: TRIAD MANAGEMENT LLC
 Owner/operator address: Not reported
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 11/01/1998
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Waste code: D001
 Waste name: IGNITABLE WASTE
 Waste code: D002
 Waste name: CORROSIVE WASTE

Historical Generators:
 Date form received by agency: 04/08/2014
 Site name: TRIAD TECHNOLOGIES INC
 Classification: Conditionally Exempt Small Quantity Generator
 Waste code: D001
 Waste name: IGNITABLE WASTE
 Waste code: D002
 Waste name: CORROSIVE WASTE
 Date form received by agency: 01/01/2007
 Site name: TRIAD TECHNOLOGIES
 Classification: Not a generator, verified
 Date form received by agency: 01/01/2006
 Site name: TRIAD TECHNOLOGIES
 Classification: Not a generator, verified

MAP FINDINGS

TRIAD TECHNOLOGIES (Continued) 1004755688

Date form received by agency: 11/26/2001
 Site name: TRIAD TECHNOLOGIES
 Classification: Large Quantity Generator
 Waste code: D001
 Waste name: IGNITABLE WASTE
 Waste code: D002
 Waste name: CORROSIVE WASTE
 Waste code: F003
 Waste name: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
 Waste code: F005
 Waste name: 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.

Date form received by agency: 04/25/1994
 Site name: TRIAD TECHNOLOGIES
 Classification: Conditionally Exempt Small Quantity Generator
 Violation Status: No violations found

Evaluation Action Summary:
 Evaluation date: 01/14/2003
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

FTTS:
 Case Number: Not reported
 Docket Number: E-02-2004-4210
 Complaint Issue Date: 03/23/04
 Abatement Amount: 0.0000
 Proposed Penalty: 19095.0000
 Final Assessment: 11457.0000
 Final Order Date: 06/22/04
 Close Date: / /
 Violations(s): EPCRA, Nonreporting/Failure to RPT to EPA

MAP FINDINGS

TRIAD TECHNOLOGIES (Continued) 1004755688

HIST FTTS:
 Case Number: Not reported
 Docket Number: E-02-2004-4210
 Complaint Issue Date: 03/23/2004
 Abatement Amount: 0.0000
 Proposed Penalty: 19095.0000
 Final Assessment: 11457.0000
 Final Order Date: 06/22/2004
 Close Date: / /
 Violations(s): EPCRA, Nonreporting/Failure to RPT to EPA

NY MANIFEST:
 Country: USA
 EPA ID: NY0000236430
 Facility Status: Not reported
 Location Address 1: 105 SPENCER STREET
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NY0000236430
 Mailing Name: TRIAD TECHNOLOGY
 Mailing Contact: JAMES CURRAN
 Mailing Address 1: 105 SPENCER STREET
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154227807

NY MANIFEST:
 Document ID: NYG2007891
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: 82397MNY
 Trans2 State ID: Not reported
 Generator Ship Date: 01/16/2002
 Trans1 Recv Date: 01/16/2002
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/17/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: NYD000708271
 Trans2 EPA ID: Not reported
 TSDIF ID 1: OHD060606060
 TSDIF ID 2: Not reported

TRIAD TECHNOLOGIES (Continued)

1004755688

Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: D003 - NON-LISTED REACTIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00100
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00200
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NYB7297902
 Manifest Status: C
 seq: Not reported
 Year: 1997
 Trans1 State ID: AM8365
 Trans2 State ID: Not reported
 Generator Ship Date: 01/21/1997
 Trans1 Recv Date: 01/21/1997
 Trans2 Recv Date: / /
 TSD Site Recv Date: 01/21/1997
 Part A Recv Date: 02/03/1997
 Part B Recv Date: 02/03/1997
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: NYD013277454
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD013277454
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported

TRIAD TECHNOLOGIES (Continued)

1004755688

Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00165
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NYB7664121
 Manifest Status: C
 seq: Not reported
 Year: 1996
 Trans1 State ID: MX3142
 Trans2 State ID: Not reported
 Generator Ship Date: 01/18/1996
 Trans1 Recv Date: 01/18/1996
 Trans2 Recv Date: / /
 TSD Site Recv Date: 01/18/1996
 Part A Recv Date: 01/25/1996
 Part B Recv Date: 01/25/1996
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: NYD013277454
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD013277454
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00165

TRIAD TECHNOLOGIES (Continued)

1004755688

Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100
 Document ID: NYB7701678
 Manifest Status: K
 seq: Not reported
 Year: 1996
 Trans1 State ID: AM8365
 Trans2 State ID: Not reported
 Generator Ship Date: 06/26/1996
 Trans1 Recv Date: 06/26/1996
 Trans2 Recv Date: / /
 TSD Site Recv Date: 06/26/1996
 Part A Recv Date: 07/16/1996
 Part B Recv Date: 07/19/1996
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: NYD013277454
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD013277454
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00165
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100
 Document ID: NYB6844932
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: EZ1099
 Trans2 State ID: Not reported
 Generator Ship Date: 03/10/1995
 Trans1 Recv Date: 03/10/1995
 Trans2 Recv Date: / /

TRIAD TECHNOLOGIES (Continued)

1004755688

TSD Site Recv Date: 03/10/1995
 Part A Recv Date: / /
 Part B Recv Date: 03/20/1995
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: NYD013277454
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD013277454
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00165
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: 007153383FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N

TRIAD TECHNOLOGIES (Continued)

1004755688

Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 340
 Units: P - Pounds
 Number of Containers: 2
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153383FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

TRIAD TECHNOLOGIES (Continued)

1004755688

Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 130
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153383FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 6
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001

TRIAD TECHNOLOGIES (Continued)

1004755688

Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153384FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 510
 Units: P - Pounds
 Number of Containers: 1
 Container Type: CF - Fiber or plastic boxes, cartons
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported

TRIAD TECHNOLOGIES (Continued)

1004755688

Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153384FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 26
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported

TRIAD TECHNOLOGIES (Continued)

1004755688

Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153384FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 94
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153384FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N

TRIAD TECHNOLOGIES (Continued)

1004755688

Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 130
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D005
 Waste Code 1_2: U028
 Waste Code 1_3: U228
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153385FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported

TRIAD TECHNOLOGIES (Continued)

1004755688

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 18
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153385FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 270
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels

TRIAD TECHNOLOGIES (Continued)

1004755688

Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153385FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 76
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: D003
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

TRIAD TECHNOLOGIES (Continued)

1004755688

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153386FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 15
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: D002
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported

TRIAD TECHNOLOGIES (Continued)

1004755688

TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153386FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 22
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: D002
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153386FLE

TRIAD TECHNOLOGIES (Continued)

1004755688

Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 7
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: D002
 Waste Code 1_3: D035
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/09/2014
 Trans1 Recv Date: 05/09/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/14/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153386FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported

TRIAD TECHNOLOGIES (Continued)

1004755688

Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 260
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2014
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/23/2014
 Trans1 Recv Date: 05/23/2014
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 08/02/2014
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NY0000236430
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 007153396FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 120

MAP FINDINGS

TRIAD TECHNOLOGIES (Continued)

1004755688

Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: U154
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Click this hyperlink while viewing on your computer to access 23 additional NY_MANIFEST: record(s) in the EDR Site Report.

N63 GREIF BROS. CORPORATION
 NNE 105 SPENCER ST
 1/8-1/4 SYRACUSE, NY 13204
 0.186 mi.
 992 ft. Site 3 of 4 in cluster N

NY UST U001848565
 NY Spills N/A
 NY MANIFEST

Relative: UST:
 Higher Id/Status: 7-128155 / Unregulated/Closed
 Program Type: PBS
 Actual: Region: STATE
 400 ft. DEC Region: 7
 Expiration Date: N/A
 UTM X: 405741.57244
 UTM Y: 4768198.06818
 Site Type: Trucking/Transportation/Fleet Operation

Affiliation Records:
 Site Id: 44661
 Affiliation Type: Facility Owner
 Company Name: GREIF BROS. CORPORATION
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 105 SPENCER ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13204
 Country Code: 001
 Phone: (315) 422-3104
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 44661
 Affiliation Type: Mail Contact
 Company Name: GREIF BROS. CORPORATION
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 105 SPENCER ST.
 Address2: Not reported
 City: SYRACUSE

MAP FINDINGS

GREIF BROS. CORPORATION (Continued)

U001848565

State: NY
 Zip Code: 13204
 Country Code: 001
 Phone: (315) 422-3104
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 44661
 Affiliation Type: On-Site Operator
 Company Name: GREIF BROS. CORPORATION
 Contact Type: Not reported
 Contact Name: GREIF BROS. CORPORATION
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 422-3104
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 44661
 Affiliation Type: Emergency Contact
 Company Name: GREIF BROS. CORPORATION
 Contact Type: Not reported
 Contact Name: J. FABER
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 487-3046
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 001
 Tank ID: 128191
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: 06/01/1975
 Date Tank Closed: 04/01/1993
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 0008
 Common Name of Substance: Diesel

MAP FINDINGS

GREIF BROS. CORPORATION (Continued)

U001848565

Tightness Test Method: 01
 Date Test: 12/01/1987
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

I00 - Overfill - None
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 G00 - Tank Secondary Containment - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 H99 - Tank Leak Detection - Other
 D02 - Pipe Type - Galvanized Steel
 J02 - Dispenser - Suction Dispenser

Tank Number: 002
 Tank ID: 128192
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: 06/01/1975
 Date Tank Closed: 04/01/1993
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 0008
 Common Name of Substance: Diesel

Tightness Test Method: 01
 Date Test: 12/01/1987
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 I00 - Overfill - None
 C02 - Pipe Location - Underground/On-ground
 G00 - Tank Secondary Containment - None
 A00 - Tank Internal Protection - None
 D02 - Pipe Type - Galvanized Steel
 H99 - Tank Leak Detection - Other
 J02 - Dispenser - Suction Dispenser

Tank Number: 003
 Tank ID: 128193
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: 06/01/1975
 Date Tank Closed: 04/01/1993

MAP FINDINGS

GREIF BROS. CORPORATION (Continued)

U001848565

Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 0008
 Common Name of Substance: Diesel

Tightness Test Method: 01
 Date Test: 12/01/1987
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 J02 - Dispenser - Suction Dispenser
 D02 - Pipe Type - Galvanized Steel
 H99 - Tank Leak Detection - Other

Tank Number: 004
 Tank ID: 128194
 Tank Status: Closed Prior to Micro Conversion, 03/91
 Material Name: Closed Prior to Micro Conversion, 03/91
 Capacity Gallons: 4000
 Install Date: 04/01/1972
 Date Tank Closed: Not reported
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 9999
 Common Name of Substance: Other

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

C00 - Pipe Location - No Piping
 I00 - Overfill - None
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 H99 - Tank Leak Detection - Other
 J02 - Dispenser - Suction Dispenser
 D01 - Pipe Type - Steel/Carbon Steel/Iron

Tank Number: 005

GREIF BROS. CORPORATION (Continued)

U001848565

Tank ID: 128195
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 4000
 Install Date: 06/01/1972
 Date Tank Closed: 04/01/1993
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 0008
 Common Name of Substance: Diesel

Tightness Test Method: 01
 Date Test: 12/01/1987
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 D02 - Pipe Type - Galvanized Steel
 H99 - Tank Leak Detection - Other
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 J02 - Dispenser - Suction Dispenser

SPILLS:

Facility ID: 9314403
 Facility Type: ER
 DER Facility ID: 248905
 Site ID: 309556
 DEC Region: 7
 Spill Date: 1993-06-30
 Spill Number/Closed Date: 9314403 / 1995-01-05
 Spill Cause: Unknown
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: RJBRAZEL
 Referred To: Not reported
 Reported to Dept: 1993-06-30
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1994-08-03
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1994-05-11
 Spill Record Last Update: 1995-01-06

GREIF BROS. CORPORATION (Continued)

U001848565

Spiller Name: Not reported
 Spiller Company: GREIF BROTHERS CORP
 Spiller Address: 105 SPENCER STREET
 Spiller City,St,Zip: SYRACUSE, NY 001
 Spiller Company: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB*

Remarks:
 TANK REMOVAL AND SITE ASSESSMENT INDICATED THAT SOME RESIDUAL CONTAMINATION AT SITE. SAMPLE RESULTS INDICATE THAT SOME STARS GUIDANCE NUMBERS HAVE BEEN EXCEEDED.

Material:
 Site ID: 309556
 Operable Unit ID: 992690
 Operable Unit: 01
 Material ID: 386198
 Material Name: 0008
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

NY MANIFEST:
 Country: USA
 EPA ID: NYD043824697
 Facility Status: Not reported
 Location Address 1: 105 SPENCER STREET
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD043824697
 Mailing Name: GREIF BROTHERS
 Mailing Contact: JAMES A CURRAN
 Mailing Address 1: 105 SPENCER STREET
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154223104

GREIF BROS. CORPORATION (Continued)

U001848565

NY MANIFEST:
 Document ID: NJA1337893
 Manifest Status: K
 seq: Not reported
 Year: 1993
 Trans1 State ID: NYGV7044
 Trans2 State ID: NJDEPS869
 Generator Ship Date: 08/25/1993
 Trans1 Recv Date: 08/25/1993
 Trans2 Recv Date: 08/27/1993
 TSD Site Recv Date: 08/27/1993
 Part A Recv Date: 10/13/1993
 Part B Recv Date: 09/27/1993
 Generator EPA ID: NYD043824697
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: ILD984908202
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00485
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYC1144528
 Manifest Status: K
 seq: Not reported
 Year: 1991
 Trans1 State ID: NYGV7044
 Trans2 State ID: Not reported
 Generator Ship Date: 10/17/1991
 Trans1 Recv Date: 10/17/1991
 Trans2 Recv Date: 10/30/1991
 TSD Site Recv Date: 11/04/1991
 Part A Recv Date: 11/01/1991
 Part B Recv Date: 11/18/1991
 Generator EPA ID: NYD043824697
 Trans1 EPA ID: ILD051060408

GREIF BROS. CORPORATION (Continued)

U001848565

Trans2 EPA ID: WID980904742
 TSD ID 1: KYD053348108
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00507
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NJA1133052
 Manifest Status: C
 seq: Not reported
 Year: 1991
 Trans1 State ID: NYGV7044
 Trans2 State ID: NJDEPS869
 Generator Ship Date: 12/30/1991
 Trans1 Recv Date: 12/30/1991
 Trans2 Recv Date: 01/08/1992
 TSD Site Recv Date: 01/08/1992
 Part A Recv Date: 01/09/1992
 Part B Recv Date: 01/23/1992
 Generator EPA ID: NYD043824697
 Trans1 EPA ID: ILD051060408
 Trans2 EPA ID: ILD051060408
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported

GREIF BROS. CORPORATION (Continued)

U001848565

Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00538
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NYC1197505
 Manifest Status: C
 seq: Not reported
 Year: 1991
 Trans1 State ID: NYGV7044
 Trans2 State ID: Not reported
 Generator Ship Date: 11/05/1991
 Trans1 Recv Date: 11/05/1991
 Trans2 Recv Date: 11/08/1991
 TSD Site Recv Date: 11/13/1991
 Part A Recv Date: / /
 Part B Recv Date: 11/26/1991
 Generator EPA ID: NYD043824697
 Trans1 EPA ID: ILD051060408
 Trans2 EPA ID: NYD980769947
 TSD ID 1: KYD053348108
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00557
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NJA1048082
 Manifest Status: C

GREIF BROS. CORPORATION (Continued)

U001848565

seq: Not reported
 Year: 1991
 Trans1 State ID: NYGV7044
 Trans2 State ID: NJDEP0606
 Generator Ship Date: 03/05/1991
 Trans1 Recv Date: 03/05/1991
 Trans2 Recv Date: 03/13/1991
 TSD Site Recv Date: 03/13/1991
 Part A Recv Date: 03/15/1991
 Part B Recv Date: 03/27/1991
 Generator EPA ID: NYD043824697
 Trans1 EPA ID: ILD051060408
 Trans2 EPA ID: NYD980769947
 TSD ID 1: NJD002182897
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00424
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NYC1016728
 Manifest Status: K
 seq: Not reported
 Year: 1991
 Trans1 State ID: NYGV7044
 Trans2 State ID: Not reported
 Generator Ship Date: 06/14/1991
 Trans1 Recv Date: 06/14/1991
 Trans2 Recv Date: 06/28/1991
 TSD Site Recv Date: 07/02/1991
 Part A Recv Date: 06/26/1991
 Part B Recv Date: 07/12/1991
 Generator EPA ID: NYD043824697
 Trans1 EPA ID: ILD051060408
 Trans2 EPA ID: WID980904742
 TSD ID 1: KYD053348108
 TSD ID 2: Not reported

GREIF BROS. CORPORATION (Continued)

U001848565

Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00538
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00557
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NYC0415484
 Manifest Status: K
 seq: Not reported
 Year: 1991
 Trans1 State ID: NYGV7044
 Trans2 State ID: Not reported
 Generator Ship Date: 05/06/1991
 Trans1 Recv Date: 05/06/1991
 Trans2 Recv Date: 05/13/1991
 TSD Site Recv Date: 05/16/1991
 Part A Recv Date: 05/14/1991
 Part B Recv Date: 06/03/1991
 Generator EPA ID: NYD043824697
 Trans1 EPA ID: ILD051060408
 Trans2 EPA ID: WID980904742
 TSD ID 1: KYD053348108
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported

GREIF BROS. CORPORATION (Continued)

U001848565

Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00538
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00507
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NYC1042716
 Manifest Status: K
 seq: Not reported
 Year: 1991
 Trans1 State ID: NYGV7044
 Trans2 State ID: 10742PNY
 Generator Ship Date: 07/12/1991
 Trans1 Recv Date: 07/12/1991
 Trans2 Recv Date: 07/19/1991
 TSD Site Recv Date: 07/25/1991
 Part A Recv Date: 07/23/1991
 Part B Recv Date: 08/14/1991
 Generator EPA ID: NYD043824697
 Trans1 EPA ID: ILD051060408
 Trans2 EPA ID: NYD980769947
 TSD ID 1: KYD053348108
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported

GREIF BROS. CORPORATION (Continued)

U001848565

Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01521
 Units: P - Pounds
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYC1042571
 Manifest Status: K
 seq: Not reported
 Year: 1991
 Trans1 State ID: NYG07044
 Trans2 State ID: 11277PNY
 Generator Ship Date: 08/08/1991
 Trans1 Recv Date: 08/08/1991
 Trans2 Recv Date: 08/16/1991
 TSD Site Recv Date: 08/17/1991
 Part A Recv Date: 08/15/1991
 Part B Recv Date: 09/04/1991
 Generator EPA ID: NYD043824697
 Trans1 EPA ID: ILD051060408
 Trans2 EPA ID: NYD980769947
 TSDF ID 1: KYD05348103
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00507
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.

GREIF BROS. CORPORATION (Continued)

U001848565

Specific Gravity: 100

Document ID: NJA1065731
 Manifest Status: C
 seq: Not reported
 Year: 1991
 Trans1 State ID: NYG07044
 Trans2 State ID: Not reported
 Generator Ship Date: 08/08/1991
 Trans1 Recv Date: 08/08/1991
 Trans2 Recv Date: / /
 TSD Site Recv Date: 08/19/1991
 Part A Recv Date: 08/15/1991
 Part B Recv Date: 08/30/1991
 Generator EPA ID: NYD043824697
 Trans1 EPA ID: ILD051060408
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002182897
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00538
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYB1408923
 Manifest Status: K
 seq: Not reported
 Year: 1990
 Trans1 State ID: Not reported
 Trans2 State ID: Not reported
 Generator Ship Date: 10/04/1990
 Trans1 Recv Date: 10/04/1990
 Trans2 Recv Date: / /
 TSD Site Recv Date: 10/05/1990
 Part A Recv Date: 10/26/1990
 Part B Recv Date: 11/07/1990
 Generator EPA ID: NYD043824697

GREIF BROS. CORPORATION (Continued)

U001848565

Trans1 EPA ID: ILD099202681
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049838679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B005 - PCB ARTICLES WITH 500 PPM OR > PCB
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01065
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 006
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: L Landfill.
 Specific Gravity: 100

64 SSE 18-1/4 0.192 ml. 1016 ft.

FRANKLIN SQUARE ASSOC
 429N FRANKLIN ST
 SYRACUSE, NY 13204

RCRA NonGen / NLR 1000446873
 NY MANIFEST NYD986903896

Relative: Higher
 Actual: 385 ft.

RCRA NonGen / NLR:
 Date form received by agency: 01/01/2007
 Facility name: FRANKLIN SQUARE ASSOC
 Facility address: 429N FRANKLIN ST SYRACUSE, NY 132041415
 EPA ID: NYD986903896
 Mailing address: CLINTON SQ SYRACUSE, NY 13202
 Contact: Not reported
 Contact address: CLINTON SQ SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: FRANKLIN SQUARE ASSOC
 Owner/operator address: NOT REQUIRED

FRANKLIN SQUARE ASSOC (Continued)

1000446873

Owner/operator country: NOT REQUIRED, WY 99999
 US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Owner/operator name: FRANKLIN SQUARE ASSOC
 Owner/operator address: NOT REQUIRED
 NOT REQUIRED, WY 99999

Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2006
 Site name: FRANKLIN SQUARE ASSOC
 Classification: Not a generator, verified

Date form received by agency: 07/08/1999
 Site name: FRANKLIN SQUARE ASSOC
 Classification: Not a generator, verified

Date form received by agency: 06/08/1990
 Site name: FRANKLIN SQUARE ASSOC
 Classification: Large Quantity Generator

Waste code: D000
 Waste name: Not Defined

Waste code: D001
 Waste name: IGNITABLE WASTE

Violation Status: No violations found

FRANKLIN SQUARE ASSOC (Continued)

1000446873

NY MANIFEST:
 Country: USA
 EPA ID: NYD986903896
 Facility Status: Not reported
 Location Address 1: 221 W DIVISION
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD986903896
 Mailing Name: FRANKLIN PROPERTIES LLC
 Mailing Contact: N/S
 Mailing Address 1: 101 SOLAR ST
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3164757498

NY MANIFEST:
 Document ID: MIA8921347
 Manifest Status: Not reported
 seq: 01
 Year: 2002
 Trans1 State ID: AC25324
 Trans2 State ID: Not reported
 Generator Ship Date: 07/01/2002
 Trans1 Recv Date: 07/02/2002
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/28/2002
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986903896
 Trans1 EPA ID: NYD09644801
 Trans2 EPA ID: Not reported
 TSD ID 1: MID000724831
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MGL TCLP

FRANKLIN SQUARE ASSOC (Continued)

1000446873

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 12600
 Units: P - Pounds
 Number of Containers: 042
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

65 NYSDEC - ANDYS CYCLE RCRA NonGen / NLR 1014395373
 ENE 921 N STATE ST NY MANIFEST NYP000967000
 1/8-1/4 SYRACUSE, NY 13208
 0.194 mi.
 1022 ft.

Relative: RCRA NonGen / NLR:
 Higher Date form received by agency: 06/29/2015
 Facility name: NYSDEC - ANDYS CYCLE
 Actual: 407 ft. Facility address: 921 N STATE ST
 SPILL NO 09-12690
 SYRACUSE, NY 132082515

EPA ID: NYP000967000
 Mailing address: ERIE BLVD W
 SYRACUSE, NY 13204
 Contact: RICHARD BRAZELL
 Contact address: ERIE BLVD W
 SYRACUSE, NY 13204
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 11/24/2010

NYSDEC - ANDYS CYCLE (Continued)

1014395373

Site name: NYSDEC - ANDYS CYCLE
 Classification: Not a generator, verified
 Violation Status: No violations found

NY MANIFEST:
 Country: USA
 EPA ID: NYP000967000
 Facility Status: Not reported
 Location Address 1: 921 STATE ST
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13202
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYP000967000
 Mailing Name: NYSDEC - ANDYS CYCLE
 Mailing Contact: NYSDEC - ANDYS CYCLE
 Mailing Address 1: 615 ERIE BLVD WEST
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13211
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154478516

NY MANIFEST:
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD082785429
 Trans2 State ID: Not reported
 Generator Ship Date: 12/09/2010
 Trans1 Recv Date: 12/09/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/13/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYP000967000
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD082785429
 TSD ID 2: Not reported
 Manifest Tracking Number: 00319008FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported

NYSDEC - ANDYS CYCLE (Continued)

1014395373

Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 200.0
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 1.0
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill.
 Specific Gravity: 1.0
 Waste Code: B007
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD082785429
 Trans2 State ID: Not reported
 Generator Ship Date: 12/09/2010
 Trans1 Recv Date: 12/09/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/13/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYP000967000
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD082785429
 TSD ID 2: Not reported
 Manifest Tracking Number: 00319008FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

NYSDEC - ANDYS CYCLE (Continued)

1014395373

Quantity: 1000.0
 Units: P - Pounds
 Number of Containers: 5.0
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: U080
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD082785429
 Trans2 State ID: Not reported
 Generator Ship Date: 12/09/2010
 Trans1 Recv Date: 12/09/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/13/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYP000967000
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD1 ID 1: NYD082785429
 TSD1 ID 2: Not reported
 Manifest Tracking Number: 00319008FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 60.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: U210
 Waste Code 1_3: U080

NYSDEC - ANDYS CYCLE (Continued)

1014395373

Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD082785429
 Trans2 State ID: Not reported
 Generator Ship Date: 12/09/2010
 Trans1 Recv Date: 12/09/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/13/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYP000967000
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD1 ID 1: NYD082785429
 TSD1 ID 2: Not reported
 Manifest Tracking Number: 00319008FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 200.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD082785429

NYSDEC - ANDYS CYCLE (Continued)

1014395373

Trans2 EPA ID: Not reported
 Generator Ship Date: 12/09/2010
 Trans1 Recv Date: 12/09/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/13/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYP000967000
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD1 ID 1: NYD082785429
 TSD1 ID 2: Not reported
 Manifest Tracking Number: 00319008FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 3.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD082785429
 Trans2 State ID: Not reported
 Generator Ship Date: 12/09/2010
 Trans1 Recv Date: 12/09/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/13/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYP000967000
 Trans1 EPA ID: Not reported

NYSDEC - ANDYS CYCLE (Continued)

1014395373

Trans2 EPA ID: Not reported
 TSD1 ID 1: NYD082785429
 TSD1 ID 2: Not reported
 Manifest Tracking Number: 00319008FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 1000.0
 Units: P - Pounds
 Number of Containers: 5.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD082785429
 Trans2 State ID: Not reported
 Generator Ship Date: 12/09/2010
 Trans1 Recv Date: 12/09/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/13/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYP000967000
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD1 ID 1: NYD082785429
 TSD1 ID 2: Not reported
 Manifest Tracking Number: 00319008FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N

NYSDEC - ANDYS CYCLE (Continued)

1014395373

Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 6.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: L Landfill.
 Specific Gravity: 1.0
 Waste Code: D002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD082785429
 Trans2 State ID: Not reported
 Generator Shp Date: 12/09/2010
 Trans1 Recv Date: 12/09/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/13/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYP000967000
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD082785429
 TSD ID 2: Not reported
 Manifest Tracking Number: 003190008FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

NYSDEC - ANDYS CYCLE (Continued)

1014395373

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 50.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1.0
 Waste Code: D002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD082785429
 Trans2 State ID: Not reported
 Generator Shp Date: 12/09/2010
 Trans1 Recv Date: 12/09/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/13/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYP000967000
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD082785429
 TSD ID 2: Not reported
 Manifest Tracking Number: 003190008FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 200.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0

NYSDEC - ANDYS CYCLE (Continued)

1014395373

Waste Code: D016
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

066 HIAWATHA USED CARS INC NY AST A100294352
 NE 1006 NORTH STATE ST N/A
 1/8-1/4 SYRACUSE, NY 13208
 0.199 mi.
 1051 ft. Site 1 of 3 in cluster O

Relative: AST: Higher Region: STATE
 DEC Region: 7
 Actual: Site Status: Active
 407 ft. Facility Id: 7-601052
 Program Type: PBS
 UTM X: 405996.32711
 UTM Y: 4768144.46482
 Expiration Date: 11/15/2015
 Site Type: Other Wholesale/Retail Sales
 Affiliation Records:
 Site Id: 355593
 Affiliation Type: Facility Owner
 Company Name: MICHAEL MAURO
 Contact Type: PRESIDENT
 Contact Name: MICHAEL MAURO
 Address1: 311 HAMILTON RD
 Address2: Not reported
 City: NORTH SYRACUSE
 State: NY
 Zip Code: 13212
 Country Code: 001
 Phone: (315) 458-0024
 Email: Not reported
 Fax Number: Not reported
 Modified By: KCKEMP
 Date Last Modified: 2015-09-28
 Site Id: 355593
 Affiliation Type: Mail Contact
 Company Name: HIAWATHA USED CARS INC
 Contact Type: Not reported
 Contact Name: MICHAEL MAURO
 Address1: 1006 NORTH STATE ST
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13208
 Country Code: 001
 Phone: (315) 471-4542
 Email: Not reported
 Fax Number: Not reported
 Modified By: KCKEMP

HIAWATHA USED CARS INC (Continued)

A100294352

Date Last Modified: 2015-09-28
 Site Id: 355593
 Affiliation Type: On-Site Operator
 Company Name: HIAWATHA USED CARS, INC.
 Contact Type: Not reported
 Contact Name: MICHAEL MAURO
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 471-4542
 Email: Not reported
 Fax Number: Not reported
 Modified By: KCKemp
 Date Last Modified: 2005-11-15
 Site Id: 355593
 Affiliation Type: Emergency Contact
 Company Name: MICHAEL MAURO
 Contact Type: Not reported
 Contact Name: MICHAEL MAURO
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 458-0024
 Email: Not reported
 Fax Number: Not reported
 Modified By: KCKemp
 Date Last Modified: 2005-11-15
 Tank Info:
 Tank Number: 001
 Tank Id: 208888
 Material Code: 0022
 Common Name of Substance: Waste Oil/Used Oil

Equipment Records:
 J00 - Dispenser - None
 C00 - Pipe Location - No Piping
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 L00 - Piping Leak Detection - None
 B01 - Tank External Protection - Painted/Asphalt Coating
 H00 - Tank Leak Detection - None
 F00 - Pipe External Protection - None
 D00 - Pipe Type - No Piping
 E00 - Piping Secondary Containment - None
 K00 - Spill Prevention - None

MAP FINDINGS

HIAWATHA USED CARS INC (Continued) A100294352
 Tank Location: 3
 Tank Type: Steel/Carbon Steel/Iron
 Tank Status: In Service
 Pipe Model: Not reported
 Install Date: 01/01/2003
 Capacity Gallons: 225
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Date Tank Closed: Not reported
 Register: True
 Modified By: KCKEMP
 Last Modified: 09/28/2015
 Material Name: Not reported

067 HIAWATHA USED CARS INC & AUTO PARTS NY SW/FLF S116357390
NE 1006 NORTH STATE STREET N/A
1/8-1/4 SYRACUSE, NY 13208
0.199 mi. Site 2 of 3 in cluster O
1051 ft.

Relative: SW/FLF:
Higher: Flag: ACTIVE
 Region Code: 7
 Phone Number: 3154714542
Actual: Owner Name: Mike Mauro Sr.
407 ft. Owner Type: Private
 Owner Address: 311 Hamilton Road
 Owner Addr2: Not reported
 Owner City,St,Zip: North Syracuse, NY 13212
 Owner Email: mmauro4@verizon.net
 Owner Phone: 3154580024
 Contact Name: Mike Mauro Sr.
 Contact Address: Not reported
 Contact Addr2: Not reported
 Contact City,St,Zip: Not reported
 Contact Email: hiawatha5@verizon.net
 Contact Phone: 3154714542
 Activity Desc: Vehicle Dismantling
 Activity Number: [7056143]
 Active: Yes
 East Coordinate: 405998
 North Coordinate: 4768174
 Accuracy Code: 4 - GIS Assisted
 Regulatory Status: Not reported
 Waste Type: Not reported
 Authorization #: DMV #7056143
 Authorization Date: Not reported
 Expiration Date: Not reported

MAP FINDINGS

068 JAMES J. LOCASTRO, INC. NY TANKS U003399139
NE 1020 N. STATE ST. NY HIST AST N/A
1/8-1/4 SYRACUSE, NY 13208
0.200 mi. Site 3 of 3 in cluster O
1055 ft.

Relative: TANKS:
Higher: Facility Id: 7-600316
 Region: STATE
Actual: DEC Region: 7
407 ft. Site Status: Inactive
 Program Type: PBS
 Expiration Date: N/A
 UTM X: 405986 06256
 UTM Y: 4768162 04434

HIST AST:
 PBS Number: 7-600316
 SWIS Code: 3115
 Operator: N/A
 Facility Phone: (315) 472-5450
 Facility Addr2: Not reported
 Facility Type: STORAGE TERMINAL/PETROLEUM DISTRIBUTOR
 Emergency: N/A
 Emergency Tel: (315) 472-5450
 Old PBSNO: Not reported
 Date Inspected: Not reported
 Inspector: Not reported
 Result of Inspection: Not reported
 Owner Name: JAMES J. LOCASTRO
 Owner Address: 4837 PEPPER MILL LA.
 Owner City,St,Zip: LIVERPOOL, NY 13088
 Federal ID: Not reported
 Owner Tel: (315) 472-5450
 Owner Type: Corporate/Commercial
 Owner Subtype: Not reported
 Mailing Contact: Not reported
 Mailing Name: JAMES J. LOCASTRO, INC.
 Mailing Address: 1020 N. STATE ST.
 Not reported
 Mailing Address 2: SYRACUSE, NY 13208
 Mailing City,St,Zip: (315) 472-5450
 Mailing Telephone: Not reported
 Owner Mark: First Owner
 Facility Status: 1 - Active PBS facility, i.e. total capacity of the PBS tanks is greater than 1,100 gallons, regardless if Subpart 360-14 tanks exist or not at the facility.

Certification Flag: False
 Certification Date: 12/30/1994
 Expiration: 12/30/1999
 Renew Flag: False
 Renew Date: Not reported
 Total Capacity: 1300
 FAMT: True
 Facility Screen: No Missing Data
 Owner Screen: Minor Data Missing
 Tank Screen: Minor Data Missing
 Dead Letter: False
 CBS Number: Not reported
 Town or City: SYRACUSE (C)

MAP FINDINGS

JAMES J. LOCASTRO, INC. (Continued) U003399139
 County Code: 31
 Town or City Code: 15
 Region: 7

Tank ID: 1
 Tank Location: ABOVEGROUND
 Tank Status: Temporarily Out Of Service
 Install Date: Not reported
 Capacity (Gal): 1000
 Product Stored: DIESEL
 Tank Type: Steel/carbon steel
 Tank Internal: Not reported
 Tank External: Not reported
 Pipe Location: Not reported
 Pipe Type: Not reported
 Pipe Internal: Not reported
 Pipe External: Not reported
 Tank Containment: Not reported
 Leak Detection: Not reported
 Overfill Protection: Not reported
 Dispenser Method: Not reported
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: Not reported
 Test Method: Not reported
 Deleted: False
 Updated: True
 SPDES Number: Not reported
 Lat/Long: Not reported

Tank ID: 2
 Tank Location: ABOVEGROUND
 Tank Status: Temporarily Out Of Service
 Install Date: Not reported
 Capacity (Gal): 200
 Product Stored: DIESEL
 Tank Type: Steel/carbon steel
 Tank Internal: Not reported
 Tank External: Not reported
 Pipe Location: Not reported
 Pipe Type: Not reported
 Pipe Internal: Not reported
 Pipe External: Not reported
 Tank Containment: Not reported
 Leak Detection: Not reported
 Overfill Protection: Not reported
 Dispenser Method: Not reported
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: Not reported
 Test Method: Not reported
 Deleted: False
 Updated: True
 SPDES Number: Not reported

MAP FINDINGS

JAMES J. LOCASTRO, INC. (Continued) U003399139
 Lat/Long: Not reported

Tank ID: 3
 Tank Location: ABOVEGROUND
 Tank Status: Temporarily Out Of Service
 Install Date: Not reported
 Capacity (Gal): 100
 Product Stored: DIESEL
 Tank Type: Steel/carbon steel
 Tank Internal: Not reported
 Tank External: Not reported
 Pipe Location: Not reported
 Pipe Type: Not reported
 Pipe Internal: Not reported
 Pipe External: Not reported
 Tank Containment: Not reported
 Leak Detection: Not reported
 Overfill Protection: Not reported
 Dispenser Method: Not reported
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: Not reported
 Test Method: Not reported
 Deleted: False
 Updated: True
 SPDES Number: Not reported
 Lat/Long: Not reported

P69 AMERICAN BAG AND METAL COMPANY, INC. NY ENG CONTROLS S107787039
West 400-404 & 380 SPENCER STREET NY INST CONTROL N/A
1/8-1/4 SYRACUSE, NY 13204 NY VCP
0.201 mi. Site 1 of 3 in cluster P
1063 ft.

Relative: ENG CONTROLS:
Lower: Site Code: 58089
 HW Code: C734088
Actual: Control Code: 18
370 ft. Control Type: ENG
 Date Record Added: 01/09/2007
 Date Rec Updated: 02/08/2011
 Updated By: SRHEIGEL
 Site Description: Location: The American Bag and Metal Company Inc. site is located on Spencer Street in the City of Syracuse, Onondaga County, New York. Kirkpatrick Street is to the north of the site. Spencer Street is to the south, the City of Syracuse property is to the west, and an industrial area is to the east. Site Features: The ABM site is comprised of 2 parcels located at 400-404 (Tax #117-08-07.0) and 380 (Tax #117-08-06.1) Spencer Street. In total, the parcels are approximately 2.7 acres in size; the West Parcel covers an area of approximately 0.6 acres and the East Parcel is about 2.1 acres. The parcels are separated by Onondaga Creek, which is a tributary to Onondaga Lake. Current Zoning/Use: The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is vacant land. Historic Use: Site remediation occurred in 2005 and 2006.

AMERICAN BAG AND METAL COMPANY, INC. (Continued)

S107787039

Remediation on the West Parcel included soil excavation and off-site disposal of PCB contaminated soil greater than 10 ppm (parts per million). Remediation on the East Parcel included excavation and off-site disposal of paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A Certificate of Completion (COC) was issued on December 22, 2006. Off-site PCB soil contamination exists and an investigation is being conducted under site no. C734088A.

Env Problem: PCB contamination of soils has been remediated on the West Parcel to 10 ppm subsurface with a 1-foot cover. Off-site PCB contamination exists on the west bank of Onondaga Creek, and potentially to the north and west on City of Syracuse Property. Paint waste contamination has been remediated on the East Parcel. Residual groundwater contamination (VOCs) exists, as well as upgradient groundwater contamination entering the site. A 1-foot soil cover exists. An Environmental Easement was filed with the County Clerk on 12/14/2006. A COC was issued on December 22, 2006.

Health Problem: PCBs and paint wastes were excavated and properly disposed off-site, thereby eliminating the potential for exposure to these wastes. Because groundwater is contaminated with volatile organic compounds, the potential exists for soil vapor intrusion on the east parcel should anyone build there. However, the site management plan requires that an active subslab depressurization system be installed in any new structures built on the east parcel. Exposure to contaminated groundwater is not expected because the area is served by a public water supply and the easement prohibits groundwater use.

Site Code: 58089
 HW Code: C734088
 Control Code: 15
 Control Type: ENG
 Date Record Added: 01/09/2007
 Date Rec Updated: 02/08/2011
 Updated By: SRHEIGEL
 Site Description: Location: The American Bag and Metal Company Inc. site is located on Spencer Street in the City of Syracuse, Onondaga County, New York. Kirkpatrick Street is to the north of the site, Spencer Street is to the south, the City of Syracuse property is to the west, and an industrial area is to the east. Site Features: The ABM site is comprised of 2 parcels located at 400-404 (Tax #117-08-07.0) and 380 (Tax #117-08-06.1) Spencer Street. In total, the parcels are approximately 2.7 acres in size; the West Parcel covers an area of approximately 0.6 acres and the East Parcel is about 2.1 acres. The parcels are separated by Onondaga Creek, which is a tributary to Onondaga Lake. Current Zoning/Use: The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is vacant land. Historic Use: Site remediation occurred in 2005 and 2006. Remediation on the West Parcel included soil excavation and off-site disposal of PCB contaminated soil greater than 10 ppm (parts per million). Remediation on the East Parcel included excavation and off-site disposal of paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A Certificate of Completion (COC) was issued on December 22, 2006. Off-site PCB soil contamination exists and an investigation is being conducted under site no. C734088A.

Env Problem: PCB contamination of soils has been remediated on the West Parcel to

AMERICAN BAG AND METAL COMPANY, INC. (Continued)

S107787039

10 ppm subsurface with a 1-foot cover. Off-site PCB contamination exists on the west bank of Onondaga Creek, and potentially to the north and west on City of Syracuse Property. Paint waste contamination has been remediated on the East Parcel. Residual groundwater contamination (VOCs) exists, as well as upgradient groundwater contamination entering the site. A 1-foot soil cover exists. An Environmental Easement was filed with the County Clerk on 12/14/2006. A COC was issued on December 22, 2006.

Health Problem: PCBs and paint wastes were excavated and properly disposed off-site, thereby eliminating the potential for exposure to these wastes. Because groundwater is contaminated with volatile organic compounds, the potential exists for soil vapor intrusion on the east parcel should anyone build there. However, the site management plan requires that an active subslab depressurization system be installed in any new structures built on the east parcel. Exposure to contaminated groundwater is not expected because the area is served by a public water supply and the easement prohibits groundwater use.

INST CONTROL:
 Site Code: 58089
 Control Name: Environmental Easement
 HW Code: C734088
 Control Code: J
 Control Type: INST
 Dt record added: 01/09/2007
 Dt rec updated: 02/08/2011
 Updated By: SRHEIGEL
 Site Code: 58089
 Site Description: Location: The American Bag and Metal Company Inc. site is located on Spencer Street in the City of Syracuse, Onondaga County, New York. Kirkpatrick Street is to the north of the site, Spencer Street is to the south, the City of Syracuse property is to the west, and an industrial area is to the east. Site Features: The ABM site is comprised of 2 parcels located at 400-404 (Tax #117-08-07.0) and 380 (Tax #117-08-06.1) Spencer Street. In total, the parcels are approximately 2.7 acres in size; the West Parcel covers an area of approximately 0.6 acres and the East Parcel is about 2.1 acres. The parcels are separated by Onondaga Creek, which is a tributary to Onondaga Lake. Current Zoning/Use: The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is vacant land. Historic Use: Site remediation occurred in 2005 and 2006. Remediation on the West Parcel included soil excavation and off-site disposal of PCB contaminated soil greater than 10 ppm (parts per million). Remediation on the East Parcel included excavation and off-site disposal of paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A Certificate of Completion (COC) was issued on December 22, 2006. Off-site PCB soil contamination exists and an investigation is being conducted under site no. C734088A.

Env Problem: PCB contamination of soils has been remediated on the West Parcel to 10 ppm subsurface with a 1-foot cover. Off-site PCB contamination exists on the west bank of Onondaga Creek, and potentially to the north and west on City of Syracuse Property. Paint waste contamination has been remediated on the East Parcel. Residual groundwater contamination (VOCs) exists, as well as upgradient groundwater contamination entering the site. A 1-foot soil cover exists. An

AMERICAN BAG AND METAL COMPANY, INC. (Continued)

S107787039

Environmental Easement was filed with the County Clerk on 12/14/2006. A COC was issued on December 22, 2006.

Health Problem: PCBs and paint wastes were excavated and properly disposed off-site, thereby eliminating the potential for exposure to these wastes. Because groundwater is contaminated with volatile organic compounds, the potential exists for soil vapor intrusion on the east parcel should anyone build there. However, the site management plan requires that an active subslab depressurization system be installed in any new structures built on the east parcel. Exposure to contaminated groundwater is not expected because the area is served by a public water supply and the easement prohibits groundwater use.

Site Code: 58089
 Control Name: Site Management Plan
 HW Code: C734088
 Control Code: 32
 Control Type: INST
 Dt record added: 01/09/2007
 Dt rec updated: 02/08/2011
 Updated By: SRHEIGEL
 Site Code: 58089
 Site Description: Location: The American Bag and Metal Company Inc. site is located on Spencer Street in the City of Syracuse, Onondaga County, New York. Kirkpatrick Street is to the north of the site, Spencer Street is to the south, the City of Syracuse property is to the west, and an industrial area is to the east. Site Features: The ABM site is comprised of 2 parcels located at 400-404 (Tax #117-08-07.0) and 380 (Tax #117-08-06.1) Spencer Street. In total, the parcels are approximately 2.7 acres in size; the West Parcel covers an area of approximately 0.6 acres and the East Parcel is about 2.1 acres. The parcels are separated by Onondaga Creek, which is a tributary to Onondaga Lake. Current Zoning/Use: The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is vacant land. Historic Use: Site remediation occurred in 2005 and 2006. Remediation on the West Parcel included soil excavation and off-site disposal of PCB contaminated soil greater than 10 ppm (parts per million). Remediation on the East Parcel included excavation and off-site disposal of paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A Certificate of Completion (COC) was issued on December 22, 2006. Off-site PCB soil contamination exists and an investigation is being conducted under site no. C734088A.

Env Problem: PCB contamination of soils has been remediated on the West Parcel to 10 ppm subsurface with a 1-foot cover. Off-site PCB contamination exists on the west bank of Onondaga Creek, and potentially to the north and west on City of Syracuse Property. Paint waste contamination has been remediated on the East Parcel. Residual groundwater contamination (VOCs) exists, as well as upgradient groundwater contamination entering the site. A 1-foot soil cover exists. An Environmental Easement was filed with the County Clerk on 12/14/2006. A COC was issued on December 22, 2006.

Health Problem: PCBs and paint wastes were excavated and properly disposed off-site, thereby eliminating the potential for exposure to these wastes. Because groundwater is contaminated with volatile organic compounds, the potential exists for soil vapor intrusion on the east parcel should anyone build there. However, the site management plan requires

AMERICAN BAG AND METAL COMPANY, INC. (Continued)

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that an active subslab depressurization system be installed in any new structures built on the east parcel. Exposure to contaminated groundwater is not expected because the area is served by a public water supply and the easement prohibits groundwater use.

Site Code: 58089
 Control Name: Landuse Restriction
 HW Code: C734088
 Control Code: 25
 Control Type: INST
 Dt record added: 01/09/2007
 Dt rec updated: 02/08/2011
 Updated By: SRHEIGEL
 Site Code: 58089
 Site Description: Location: The American Bag and Metal Company Inc. site is located on Spencer Street in the City of Syracuse, Onondaga County, New York. Kirkpatrick Street is to the north of the site, Spencer Street is to the south, the City of Syracuse property is to the west, and an industrial area is to the east. Site Features: The ABM site is comprised of 2 parcels located at 400-404 (Tax #117-08-07.0) and 380 (Tax #117-08-06.1) Spencer Street. In total, the parcels are approximately 2.7 acres in size; the West Parcel covers an area of approximately 0.6 acres and the East Parcel is about 2.1 acres. The parcels are separated by Onondaga Creek, which is a tributary to Onondaga Lake. Current Zoning/Use: The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is vacant land. Historic Use: Site remediation occurred in 2005 and 2006. Remediation on the West Parcel included soil excavation and off-site disposal of PCB contaminated soil greater than 10 ppm (parts per million). Remediation on the East Parcel included excavation and off-site disposal of paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A Certificate of Completion (COC) was issued on December 22, 2006. Off-site PCB soil contamination exists and an investigation is being conducted under site no. C734088A.

Env Problem: PCB contamination of soils has been remediated on the West Parcel to 10 ppm subsurface with a 1-foot cover. Off-site PCB contamination exists on the west bank of Onondaga Creek, and potentially to the north and west on City of Syracuse Property. Paint waste contamination has been remediated on the East Parcel. Residual groundwater contamination (VOCs) exists, as well as upgradient groundwater contamination entering the site. A 1-foot soil cover exists. An Environmental Easement was filed with the County Clerk on 12/14/2006. A COC was issued on December 22, 2006.

Health Problem: PCBs and paint wastes were excavated and properly disposed off-site, thereby eliminating the potential for exposure to these wastes. Because groundwater is contaminated with volatile organic compounds, the potential exists for soil vapor intrusion on the east parcel should anyone build there. However, the site management plan requires that an active subslab depressurization system be installed in any new structures built on the east parcel. Exposure to contaminated groundwater is not expected because the area is served by a public water supply and the easement prohibits groundwater use.

Site Code: 58089
 Control Name: Building Use Restriction

AMERICAN BAG AND METAL COMPANY, INC. (Continued) S107787039

HW Code: C734088
 Control Code: 26
 Control Type: INST
 Dt record added: 01/09/2007
 Dt rec updated: 02/08/2011
 Updated By: SRHEIGEL
 Site Code: 58089
 Site Description: Location:The American Bag and Metal Company Inc. site is located on Spencer Street in the City of Syracuse, Onondaga County, New York. Kirkpatrick Street is to the north of the site, Spencer Street is to the south, the City of Syracuse property is to the west, and an industrial area is to the east. Site Features:The ABM site is comprised of 2 parcels located at 400-404 (Tax #117-08-07.0) and 380 (Tax #117-08-06.1) Spencer Street. In total, the parcels are approximately 2.7 acres in size; the West Parcel covers an area of approximately 0.6 acres and the East Parcel is about 2.1 acres. The parcels are separated by Onondaga Creek, which is a tributary to Onondaga Lake. Current Zoning/Use: The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is vacant land. Historic Use:Site remediation occurred in 2005 and 2006. Remediation on the West Parcel included soil excavation and off-site disposal of PCB contaminated soil greater than 10 ppm (parts per million). Remediation on the East Parcel included excavation and off-site disposal of paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A Certificate of Completion (COC) was issued on December 22, 2006. Off-site PCB soil contamination exists and an investigation is being conducted under site no. C734088A.
 Env Problem: PCB contamination of soils has been remediated on the West Parcel to 10 ppm subsurface with a 1-foot cover. Off-site PCB contamination exists on the west bank of Onondaga Creek, and potentially to the north and west on City of Syracuse Property.Paint waste contamination has been remediated on the East Parcel. Residual groundwater contamination (VOCs) exists, as well as upgradient groundwater contamination entering the site. A 1-foot soil cover exists.An Environmental Easement was filed with the County Clerk on 12/14/2006. A COC was issued on December 22, 2006.
 Health Problem: PCBs and paint wastes were excavated and properly disposed off-site, thereby eliminating the potential for exposure to these wastes. Becausegroundwater is contaminated with volatile organic compounds, the potential exists for soil vapor intrusion on the east parcel should anyone buildthere. However, the site management plan requires that an active subslab depressurization system be installed in any new structures built on the east parcel. Exposure to contaminated groundwater is not expected because the area is served by a public water supply and the easement prohibits groundwater use.
 Site Code: 58089
 Control Name: Soil Management Plan
 HW Code: C734088
 Control Code: 14
 Control Type: INST
 Dt record added: 01/09/2007
 Dt rec updated: 02/08/2011
 Updated By: SRHEIGEL
 Site Code: 58089

AMERICAN BAG AND METAL COMPANY, INC. (Continued) S107787039

Site Description: Location:The American Bag and Metal Company Inc. site is located on Spencer Street in the City of Syracuse, Onondaga County, New York. Kirkpatrick Street is to the north of the site, Spencer Street is to the south, the City of Syracuse property is to the west, and an industrial area is to the east. Site Features:The ABM site is comprised of 2 parcels located at 400-404 (Tax #117-08-07.0) and 380 (Tax #117-08-06.1) Spencer Street. In total, the parcels are approximately 2.7 acres in size; the West Parcel covers an area of approximately 0.6 acres and the East Parcel is about 2.1 acres. The parcels are separated by Onondaga Creek, which is a tributary to Onondaga Lake. Current Zoning/Use: The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is vacant land. Historic Use:Site remediation occurred in 2005 and 2006. Remediation on the West Parcel included soil excavation and off-site disposal of PCB contaminated soil greater than 10 ppm (parts per million). Remediation on the East Parcel included excavation and off-site disposal of paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A Certificate of Completion (COC) was issued on December 22, 2006. Off-site PCB soil contamination exists and an investigation is being conducted under site no. C734088A.
 Env Problem: PCB contamination of soils has been remediated on the West Parcel to 10 ppm subsurface with a 1-foot cover. Off-site PCB contamination exists on the west bank of Onondaga Creek, and potentially to the north and west on City of Syracuse Property.Paint waste contamination has been remediated on the East Parcel. Residual groundwater contamination (VOCs) exists, as well as upgradient groundwater contamination entering the site. A 1-foot soil cover exists.An Environmental Easement was filed with the County Clerk on 12/14/2006. A COC was issued on December 22, 2006.
 Health Problem: PCBs and paint wastes were excavated and properly disposed off-site, thereby eliminating the potential for exposure to these wastes. Becausegroundwater is contaminated with volatile organic compounds, the potential exists for soil vapor intrusion on the east parcel should anyone buildthere. However, the site management plan requires that an active subslab depressurization system be installed in any new structures built on the east parcel. Exposure to contaminated groundwater is not expected because the area is served by a public water supply and the easement prohibits groundwater use.
 Site Code: 58089
 Control Name: Ground Water Use Restriction
 HW Code: C734088
 Control Code: 08
 Control Type: INST
 Dt record added: 01/09/2007
 Dt rec updated: 02/08/2011
 Updated By: SRHEIGEL
 Site Code: 58089
 Site Description: Location:The American Bag and Metal Company Inc. site is located on Spencer Street in the City of Syracuse, Onondaga County, New York. Kirkpatrick Street is to the north of the site, Spencer Street is to the south, the City of Syracuse property is to the west, and an industrial area is to the east. Site Features:The ABM site is comprised of 2 parcels located at 400-404 (Tax #117-08-07.0) and 380 (Tax #117-08-06.1) Spencer Street. In total, the parcels are

AMERICAN BAG AND METAL COMPANY, INC. (Continued) S107787039

approximately 2.7 acres in size; the West Parcel covers an area of approximately 0.6 acres and the East Parcel is about 2.1 acres. The parcels are separated by Onondaga Creek, which is a tributary to Onondaga Lake. Current Zoning/Use: The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is vacant land. Historic Use:Site remediation occurred in 2005 and 2006. Remediation on the West Parcel included soil excavation and off-site disposal of PCB contaminated soil greater than 10 ppm (parts per million). Remediation on the East Parcel included excavation and off-site disposal of paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A Certificate of Completion (COC) was issued on December 22, 2006. Off-site PCB soil contamination exists and an investigation is being conducted under site no. C734088A.
 Env Problem: PCB contamination of soils has been remediated on the West Parcel to 10 ppm subsurface with a 1-foot cover. Off-site PCB contamination exists on the west bank of Onondaga Creek, and potentially to the north and west on City of Syracuse Property.Paint waste contamination has been remediated on the East Parcel. Residual groundwater contamination (VOCs) exists, as well as upgradient groundwater contamination entering the site. A 1-foot soil cover exists.An Environmental Easement was filed with the County Clerk on 12/14/2006. A COC was issued on December 22, 2006.
 Health Problem: PCBs and paint wastes were excavated and properly disposed off-site, thereby eliminating the potential for exposure to these wastes. Becausegroundwater is contaminated with volatile organic compounds, the potential exists for soil vapor intrusion on the east parcel should anyone buildthere. However, the site management plan requires that an active subslab depressurization system be installed in any new structures built on the east parcel. Exposure to contaminated groundwater is not expected because the area is served by a public water supply and the easement prohibits groundwater use.
 VCP:
 Program Type: VCP
 Site Code: 58054
 HW Code: V00345
 Site Class: N
 SWIS: 3415
 Region: 7
 Town: Syracuse (c)
 Acres: Not reported
 Date Record Added: 11/30/2000
 Date Record Updated: 03/30/2004
 Updated By: gsjyves
 Site Description: See Site No. 734069
 Env Problem: Not reported
 Health Problem: Not reported
 BROWNFIELDS:
 Program: BCP
 Site Code: 58089
 Acres: 2.3
 HW Code: C734088
 SWIS: 3415

AMERICAN BAG AND METAL COMPANY, INC. (Continued) S107787039

Town: Syracuse (c)
 Record Added Date: 02/17/2004
 Record Updated Date: 08/03/2015
 Update By: DJHESLER
 Site Description: Location:The American Bag and Metal Company Inc. site is located on Spencer Street in the City of Syracuse, Onondaga County, New York. Kirkpatrick Street is to the north of the site, Spencer Street is to the south, the City of Syracuse property is to the west, and an industrial area is to the east. Site Features:The ABM site is comprised of 2 parcels located at 400-404 (Tax #117-08-07.0) and 380 (Tax #117-08-06.1) Spencer Street. In total, the parcels are approximately 2.7 acres in size; the West Parcel covers an area of approximately 0.6 acres and the East Parcel is about 2.1 acres. The parcels are separated by Onondaga Creek, which is a tributary to Onondaga Lake. Current Zoning/Use: The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is vacant land. Historic Use:Site remediation occurred in 2005 and 2006. Remediation on the West Parcel included soil excavation and off-site disposal of PCB contaminated soil greater than 10 ppm (parts per million). Remediation on the East Parcel included excavation and off-site disposal of paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A Certificate of Completion (COC) was issued on December 22, 2006. Off-site PCB soil contamination exists and an investigation is being conducted under site no. C734088A.
 Env Problem: PCB contamination of soils has been remediated on the West Parcel to 10 ppm subsurface with a 1-foot cover. Off-site PCB contamination exists on the west bank of Onondaga Creek, and potentially to the north and west on City of Syracuse Property.Paint waste contamination has been remediated on the East Parcel. Residual groundwater contamination (VOCs) exists, as well as upgradient groundwater contamination entering the site. A 1-foot soil cover exists.An Environmental Easement was filed with the County Clerk on 12/14/2006. A COC was issued on December 22, 2006.
 Health Problem: PCBs and paint wastes were excavated and properly disposed off-site, thereby eliminating the potential for exposure to these wastes. Becausegroundwater is contaminated with volatile organic compounds, the potential exists for soil vapor intrusion on the east parcel should anyone buildthere. However, the site management plan requires that an active subslab depressurization system be installed in any new structures built on the east parcel. Exposure to contaminated groundwater is not expected because the area is served by a public water supply and the easement prohibits groundwater use.
 Program: BCP
 Site Code: 422266
 Acres: 0.5
 HW Code: C734088A
 SWIS: 3415
 Town: Syracuse (c)
 Record Added Date: 11/27/2009
 Record Updated Date: 05/09/2016
 Update By: GWBURKE
 Site Description: Location: The American Bag and Metal Off-Site Site is located in a commercial and urban area surrounding 400 Spencer Street in the City of Syracuse, Onondaga County.Site Features: The site consists of

AMERICAN BAG AND METAL COMPANY, INC. (Continued) S10778039

three parcels. Parcel A (0.28 acres) exists to the west of the American Bag and Metal Brownfields Site, and is owned by the City of Syracuse Department of Parks, Recreation and Youth Programs. A portion of the Onondaga Creekwalk, which leads to the Inner Harbor of Onondaga Lake, is adjacent to, and west of Parcel A. Parcel A is relatively flat and is covered with grass, trees and shrubs. Parcel B (0.04 acres) is a thin strip of land north of the American Bag and Metal Brownfields Site and south of a parking lot and a building owned by the City of Syracuse Department of Parks, Recreation and Youth Programs. This parcel is also owned by the City of Syracuse Department of Parks, Recreation and Youth Programs. Parcel B is relatively flat, and is also covered with grass, trees and shrubs, but to a lesser extent than Parcel A. Parcel C (0.11 acres) is the eastern most parcel located on the west bank of Onondaga Creek, adjacent to the neighboring American Bag and Metal Brownfields Site. Parcel C is owned by New York State. Parcel C is thickly vegetated with trees and brush, and is steeply sloped down to Onondaga Creek. Current Zoning/Uses: The north and west parcels (Parcels A and B, respectively) are owned by the City of Syracuse Department of Parks, Recreation and Youth Programs. Immediately west of Parcel A, is a portion of the Onondaga Creekwalk, and west of the Creekwalk is the Department of Parks, Recreation and Youth Programs main office building. North of Parcel B are buildings such as garages and repair facilities owned by the Department of Parks, Recreation and Youth Programs. Parcels A and B are currently zoned commercial. The east parcel (Parcel C) is the west bank of Onondaga Creek adjacent to the American Bag and Metal Brownfields Site, and is green space. Parcel C is zoned commercial. Historical Uses: In 1922, the area was vacant. FB and H Molding briefly operated on the neighboring ABM Site property from 1905 to 1906, when Harnisch Manufacturer of Interior Decorations took over. In 1940, Syracuse Benzol Co., Inc. Oil and Lubricants operated at the ABM Site property. Onondaga Store Fixture Co., Inc. operated at the ABM Site property from 1955 to 1965. In 1965, American Bag and Metal purchased the property. American Bag and Metal operated from 1965 to 2001. Operations included receiving industrial scrap metals (primarily iron and steel), sorting and grading, storing, and baling of the metals onsite. The metals were then shipped off-site as scrap metal. During December 1991, a soil core was collected in conjunction with the New York State Department of Transportation reconstruction of the Spencer Street bridge, located on Parcel C. Analysis of the core determined that the soils at the Site were contaminated with PCBs. Based upon documentation provided by ABM, the PCB contamination is possibly from transformers processed for scrap metal at the ABM Site. The ABM Site remediation, which included excavation and proper off-site disposal of PCB-contaminated soil, occurred in 2005 and 2006 under the New York State Brownfields Cleanup Program, and a Certificate of Completion was issued on December 22, 2006 by the Department (Site No. C734088). Site Geology and Hydrogeology: Site geology consists of fill from zero to approximately 12 feet below grade. Groundwater occurs at approximately 12 feet below grade and migrates toward Onondaga Creek. Surface runoff from the site discharges to Onondaga Creek, which is adjacent to, and east of, Parcel C.

Nature and Extent of Contamination: Based upon investigations conducted to date, the primary contaminant of concern is PCB Aroclor 1260. PCB Aroclor 1260 was found in shallow soil, on all three site parcels (A, B and C), to depths of approximately 2 to 3 feet below

Env Problem:

AMERICAN BAG AND METAL COMPANY, INC. (Continued) S10778039

ground surface. PCB soil contamination was found on Parcel A (up to 38 ppm), Parcel B (up to 2.6 ppm), and Parcel C (up to 103 ppm). PCBs were not detected in groundwater during the BCP site investigation for the neighboring ABM Site. Special Resources Impacted/Treated: A Fish and Wildlife Impact Analysis (FWIA) was performed during the investigation of the neighboring American Bag and Metal BCP Site and this FWIA was updated during the investigation of the American Bag and Metal Off-Site site. The primary exposure pathway for ecological receptors is through the direct ingestion of soils. The contamination also has the potential to migrate, via erosion, to Onondaga Creek which could impact aquatic biota. However, creek surface water and sediment samples taken from previous investigations do not indicate that the site is currently impacting the creek. The potential exists for contact with contaminated surface soils.

Health Problem:

Q70 NIAGARA MOHAWK A NATIONAL GRID CO RCRA NonGen / NLR 101778022
 NW SOLAR ST & COURT ST MH 1009 FINDS
 1/8-1/4 SYRACUSE, NY 13204 ECHO NYP000971713
 0.218 mi. Site 1 of 3 in cluster Q

Relative: RCRA NonGen / NLR
 Lower Date form received by agency: 06/29/2015
 Actual: 374 ft. Facility name: NIAGARA MOHAWK A NATIONAL GRID CO
 Facility address: SOLAR ST & COURT ST MH 1009 SYRACUSE, NY 13204
 EPA ID: NYP000971713
 Mailing address: ERIE BLVD W SYRACUSE, NY 13202
 Contact: LENNY DELVECCHIO
 Contact address: ERIE BLVD W SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: (315) 428-6870
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

NIAGARA MOHAWK A NATIONAL GRID CO (Continued) 101778022

Historical Generators:
 Date form received by agency: 04/08/2015
 Site name: NIAGARA MOHAWK A NATIONAL GRID CO
 Classification: Large Quantity Generator

Violation Status: No violations found

FINDS:
 Registry ID: 110064385918

Environmental Interest/Information System
 RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

ECHO:
 Envid: 101778022
 Registry ID: 110064385918
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110064385918

Q71 NIAGARA MOHAWK POWER CORP NY MANIFEST S118256498
 NW SOLAR ST & KIRKPATRICK ST N/A
 1/8-1/4 SYRACUSE, NY 13204

0.220 mi. Site 2 of 3 in cluster Q
 1163 ft.

Relative: NY MANIFEST:
 Lower Country: USA
 EPA ID: NYP000971952
 Actual: 373 ft. Facility Status: Not reported
 Location Address 1: SOLAR STREET
 Code: BP
 Location Address 2: KIRKPATRICK STREET
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPA ID: NYP000971952
 Mailing Name: NIAGARA MOHAWK POWER CORP
 Mailing Contact: NIAGARA MOHAWK POWER CORP
 Mailing Address 1: 7437 HENRY CLAY BLVD
 Mailing Address 2: Not reported
 Mailing City: LIVERPOOL
 Mailing State: NY
 Mailing Zip: 13088
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154602385

NIAGARA MOHAWK POWER CORP (Continued) S118256498

NY MANIFEST:
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2015
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 07/15/2015
 Trans1 Recv Date: 07/15/2015
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 06/05/2015
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYP000971952
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDIF ID 1: NYD04983679
 TSDIF ID 2: Not reported
 Manifest Tracking Number: 004946129FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 280
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 4
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: B002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2015
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 07/15/2015
 Trans1 Recv Date: 07/15/2015

NIAGARA MOHAWK POWER CORP (Continued)

S118256498

Trans2 Recv Date: Not reported
TSD Site Recv Date: 08/05/2015
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYP000971952
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NYD049836679
TSD ID 2: Not reported
Manifest Tracking Number: 004946131FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 910
Units: K - Kilograms (2.2 pounds)
Number of Containers: 13
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1
Waste Code: B002
Waste Code 1_2: B007
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2015
Trans1 State ID: NYD986980753
Trans2 State ID: Not reported
Generator Ship Date: 07/15/2015
Trans1 Recv Date: 07/15/2015
Trans2 Recv Date: Not reported
TSD Site Recv Date: 08/05/2015
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYP000971952
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NYD049836679
TSD ID 2: Not reported

NIAGARA MOHAWK POWER CORP (Continued)

S118256498

Manifest Tracking Number: 004946129FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 280
Units: K - Kilograms (2.2 pounds)
Number of Containers: 4
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1
Waste Code: B002
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2015
Trans1 State ID: NYD986980753
Trans2 State ID: Not reported
Generator Ship Date: 07/15/2015
Trans1 Recv Date: 07/15/2015
Trans2 Recv Date: Not reported
TSD Site Recv Date: 08/05/2015
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYP000971952
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NYD049836679
TSD ID 2: Not reported
Manifest Tracking Number: 004946131FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported

NIAGARA MOHAWK POWER CORP (Continued)

S118256498

Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 910
Units: K - Kilograms (2.2 pounds)
Number of Containers: 13
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1
Waste Code: B002
Waste Code 1_2: B007
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2015
Trans1 State ID: NYD986980753
Trans2 State ID: Not reported
Generator Ship Date: 07/15/2015
Trans1 Recv Date: 07/15/2015
Trans2 Recv Date: Not reported
TSD Site Recv Date: 08/05/2015
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYP000971952
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NYD049836679
TSD ID 2: Not reported
Manifest Tracking Number: 004946131FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

NIAGARA MOHAWK POWER CORP (Continued)

S118256498

Quantity: 910
Units: K - Kilograms (2.2 pounds)
Number of Containers: 13
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1
Waste Code: B002
Waste Code 1_2: B007
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2015
Trans1 State ID: NYD986980753
Trans2 State ID: Not reported
Generator Ship Date: 07/15/2015
Trans1 Recv Date: 07/15/2015
Trans2 Recv Date: Not reported
TSD Site Recv Date: 08/05/2015
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYP000971952
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NYD049836679
TSD ID 2: Not reported
Manifest Tracking Number: 004946129FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 280
Units: K - Kilograms (2.2 pounds)
Number of Containers: 4
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1
Waste Code: B002
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported

STORMS PLATING INC (Continued) 1000365116

ECHO: Envid: 1000365116
 Registry ID: 110004340963
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110004340963

R74 WSW 1/8-1/4 0.225 mi. 1189 ft. ALLEN TOOL CORPORATION 308 MALTBIE STREET SYRACUSE, NY 13204 NY UST NY HIST UST U001849453 N/A

Relative: Higher UST: Id/Status: 7-514756 / Unregulated/Closed
 Program Type: PBS
 Region: STATE
 DEC Region: 7
 Expiration Date: N/A
 UTM X: 405349.51154
 UTM Y: 4767734.65201
 Site Type: Unknown

Affiliation Records:
 Site Id: 46435
 Affiliation Type: Facility Owner
 Company Name: PIONEER MALTBIE CO.
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 500 S. SALINA ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13202
 Country Code: 001
 Phone: (315) 471-2181
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 46435
 Affiliation Type: Mail Contact
 Company Name: PIONEER MALTBIE CO.
 Contact Name: Not reported
 Address1: 500 S. SALINA ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13202
 Country Code: 001
 Phone: (315) 471-2181
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 46435
 Affiliation Type: On-Site Operator

ALLEN TOOL CORPORATION (Continued) U001849453

Company Name: ALLEN TOOL CORPORATION
 Contact Type: Not reported
 Contact Name: PIONEER MALTBIE CO.
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 471-2181
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 46435
 Affiliation Type: Emergency Contact
 Company Name: PIONEER MALTBIE CO.
 Contact Type: Not reported
 Contact Name: JOHN O'BRIEN,PARTNER
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 471-2181
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Tank Info:
 Tank Number: 001
 Tank ID: 134565
 Tank Status: Closed Prior to Micro Conversion, 03/91
 Material Name: Closed Prior to Micro Conversion, 03/91
 Capacity Gallons: 12000
 Install Date: Not reported
 Date Tank Closed: Not reported
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0001
 Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None

ALLEN TOOL CORPORATION (Continued) U001849453

B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 H00 - Tank Leak Detection - None
 C00 - Pipe Location - No Piping
 I04 - Overfill - Product Level Gauge (A/G)
 D00 - Pipe Type - No Piping
 J02 - Dispenser - Suction Dispenser

HIST UST:
 PBS Number: 7-514756
 SPDES Number: Not reported
 Emergency Contact: JOHN O'BRIEN,PARTNER
 Emergency Telephone: (315) 471-2181
 Operator: PIONEER MALTBIE CO.
 Operator Telephone: (315) 471-2181
 Owner Name: PIONEER MALTBIE CO.
 Owner Address: 500 S. SALINA ST.
 Owner City,St,Zip: SYRACUSE, NY 13202
 Owner Telephone: (315) 471-2181
 Owner Type: Not reported
 Owner Subtype: Not reported
 Mailing Name: PIONEER MALTBIE CO.
 Mailing Address: 500 S. SALINA ST.
 Mailing Address 2: Not reported
 Mailing City,St,Zip: SYRACUSE, NY 13202
 Mailing Contact: Not reported
 Mailing Telephone: (315) 471-2181
 Owner Mark: Second Owner
 Facility Status: 2 - Unregulated by PBS (the total capacity is less than 1,101 gallons) and Subpart 360-14.
 Facility Addr2: Not reported
 SWIS ID: 3115
 Old PBS Number: 015520
 Facility Type: Not reported
 Inspected Date: Not reported
 Inspector: Not reported
 Inspection Result: Not reported
 Federal ID: Not reported
 Certification Flag: False
 Certification Date: Not reported
 Expiration Date: 01/10/1996
 Renew Flag: False
 Renewal Date: Not reported
 Total Capacity: 0
 FAMT: True
 Facility Screen: Minor Data Missing
 Owner Screen: Minor Data Missing
 Tank Screen: 0
 Dead Letter: False
 CBS Number: Not reported
 Town or City: SYRACUSE (C)
 County Code: 31
 Town or City: 15
 Region: 7

Tank Id: 001
 Tank Location: UNDERGROUND

ALLEN TOOL CORPORATION (Continued) U001849453

Tank Status: Closed Before April 1, 1991
 Install Date: Not reported
 Capacity (gals): 12000
 Product Stored: NDS 1,2, OR 4 FUEL OIL
 Tank Type: Steel/carbon steel
 Tank Internal: Not reported
 Tank External: Not reported
 Pipe Location: Not reported
 Pipe Type: Not reported
 Pipe Internal: Not reported
 Pipe External: Not reported
 Second Containment: None
 Leak Detection: None
 Overfill Prot: Product Level Gauge
 Dispenser: Suction
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: Not reported
 Test Method: Not reported
 Deleted: False
 Updated: False
 Lat/long: Not reported

R75 WSW 1/8-1/4 0.225 mi. 1189 ft. PIONEER MALTBIE CO 308 MALTBIE ST SYRACUSE, NY 13204 RCRA NonGen / NLR 1000458054 FINDS NYD986933786 NY MANIFEST ECHO

Relative: Higher RCRA NonGen / NLR: Date form received by agency:01/01/2007
 Facility name: PIONEER MALTBIE CO
 Facility address: 308 MALTBIE ST SYRACUSE, NY 13204
 EPA ID: NYD986933786
 Mailing address: S SALINA ST SYRACUSE, NY 13202
 Contact: JOHN OBRIEN
 Contact address: S SALINA ST SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: (315) 471-2181
 Contact email: Not reported
 EPA Region: 02
 Land type: Facility is not located on Indian land. Additional information is not known.
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: PIONEER MALTBIE CO
 Owner/operator address: 500 S SALINA ST SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: (315) 471-2181
 Legal status: Private
 Owner/Operator Type: Owner

MAP FINDINGS

PIONEER MALTBIE CO (Continued) 1000458054

Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: PIONEER MALTBIE CO
 Owner/operator address: 500 S SALINA ST SYRACUSE, NY 13202
 Owner/operator county: US
 Owner/operator telephone: (315) 471-2181
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:

Date form received by agency: 01/01/2006
 Site name: PIONEER MALTBIE CO
 Classification: Not a generator, verified

Date form received by agency: 12/19/1990
 Site name: PIONEER MALTBIE CO
 Classification: Small Quantity Generator

Waste code: X003
 Waste name: OTHER STATE REGULATED WASTES [i.e., DIESEL FUEL, GASOLINE AND HOME HEATING OIL]

Violation Status: No violations found

Evaluation Action Summary:

Evaluation date: 12/04/1996
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

FINDS:

Registry ID: 110004457515

MAP FINDINGS

PIONEER MALTBIE CO (Continued) 1000458054

Environmental Interest/Information System
 RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

NY MANIFEST:

Country: USA
 EPA ID: NYD986933786
 Facility Status: Not reported
 Location Address 1: 253 S. CLINTON ST SUITE 200
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13202
 Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYD986933786
 Mailing Name: PIONEER MALTBIE COMPANY
 Mailing Contact: JOHN F. O'BRIEN
 Mailing Address 1: 253 S. CLINTON ST SUITE 200
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13202
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154712181

NY MANIFEST:

Document ID: NYG0868338
 Manifest Status: K
 seq: Not reported
 Year: 1997
 Trans1 State ID: 94743AFNY
 Trans2 State ID: Not reported
 Generator Ship Date: 11/24/1997
 Trans1 Recv Date: 12/03/1997
 Trans2 Recv Date: / /
 TSD Site Recv Date: 12/03/1997
 Part A Recv Date: / /
 Part B Recv Date: 01/06/1998
 Generator EPA ID: NYD986933786
 Trans1 EPA ID: NYN70074376
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD057770109
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported

MAP FINDINGS

PIONEER MALTBIE CO (Continued) 1000458054

Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 0040
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

Document ID: NYB2595735
 Manifest Status: C

seq: Not reported
 Year: 1991
 Trans1 State ID: L22953NY
 Trans2 State ID: Not reported
 Generator Ship Date: 08/01/1991
 Trans1 Recv Date: 08/01/1991
 Trans2 Recv Date: / /
 TSD Site Recv Date: 08/01/1991
 Part A Recv Date: 08/09/1991
 Part B Recv Date: 08/09/1991
 Generator EPA ID: NYD986933786
 Trans1 EPA ID: NYD986940096
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 08265

MAP FINDINGS

PIONEER MALTBIE CO (Continued) 1000458054

Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: L Landfill.
 Specific Gravity: 100

ECHO:

Envid: 1000458054
 Registry ID: 110004457515
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110004457515

S76 NYSDOT BIN 1031570
 ESE 181 UNDER BUTTERNUT ST
 1/8-1/4 SYRACUSE, NY 13208
 0.227 mi.
 1201 ft. Site 1 of 2 in cluster S

Relative: Higher
 Actual: 399 ft.

RCRA NonGen / NLR 1000791235
 NY MANIFEST NYD987027414

RCRA NonGen / NLR:
 Date form received by agency: 01/01/2007
 Facility name: NYSDOT BIN 1031570
 Facility address: 1 81 UNDER BUTTERNUT ST SYRACUSE, NY 13208
 EPA ID: NYD987027414
 Contact: TERRY KIRWAN SR
 Contact address: 1 81 UNDER BUTTERNUT ST SYRACUSE, NY 13208
 Contact country: US
 Contact telephone: (315) 488-1879
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Descriptor: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name: NYSDOT
 Owner/operator address: 333 E WASHINGTON ST SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: (315) 428-4400
 Legal status: State
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: NYSDOT
 Owner/operator address: 333 E WASHINGTON ST SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: (315) 428-4400
 Legal status: State
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:

MAP FINDINGS

NYSDOT BIN 1031570 (Continued) **1000791235**

U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:

Date form received by agency: 01/01/2006
 Site name: NYSDOT BIN 1031570
 Classification: Not a generator, verified

Date form received by agency: 02/02/1993
 Site name: NYSDOT BIN 1031570
 Classification: Not a generator, verified

Waste code: D008
 Waste name: LEAD

Violation Status: No violations found

NY MANIFEST:

Country: USA
 EPA ID: NYD987027414
 Facility Status: Not reported
 Location Address 1: BIN #1031570 I-81 & BUTTERNUT
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13206
 Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYD987027414
 Mailing Name: NYSDOT
 Mailing Contact: DANIEL F WEAVER
 Mailing Address 1: 3522 JAMES ST SUITE 206
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13206
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154379886

NY MANIFEST:

MAP FINDINGS

NYSDOT BIN 1031570 (Continued) **1000791235**

Document ID: NYB5564619
 Manifest Status: C
 seq: Not reported
 Year: 1993
 Trans1 State ID: 10210PNY
 Trans2 State ID: Not reported
 Generator Ship Date: 09/21/1993
 Trans1 Recv Date: 09/21/1993
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/24/1993
 Part A Recv Date: 02/25/1994
 Part B Recv Date: 10/07/1993
 Generator EPA ID: NYD987027414
 Trans1 EPA ID: NYD980769947
 Trans2 EPA ID: Not reported
 TSD ID 1: OHD066060609
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00050
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill.
 Specific Gravity: 100

Document ID: NYB4745214
 Manifest Status: C
 seq: Not reported
 Year: 1993
 Trans1 State ID: 10277PNY
 Trans2 State ID: Not reported
 Generator Ship Date: 07/01/1993
 Trans1 Recv Date: 07/01/1993
 Trans2 Recv Date: / /
 TSD Site Recv Date: 07/06/1993
 Part A Recv Date: 02/25/1994
 Part B Recv Date: 07/16/1993
 Generator EPA ID: NYD987027414
 Trans1 EPA ID: NYD980769947
 Trans2 EPA ID: Not reported

MAP FINDINGS

NYSDOT BIN 1031570 (Continued) **1000791235**

TSD ID 1: OHD066060609
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00052
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill.
 Specific Gravity: 100

S77 **NYSDOT BIN 1031570** **RCRA NonGen / NLR** **1000890091**
ESE **BUTTERNUT ST OVER I-81** **NY MANIFEST** **NY0000234799**
1/8-1/4 **SYRACUSE, NY 13202**
0.227 mi.
1201 ft. **Site 2 of 2 in cluster S**

Relative: RCRA NonGen / NLR
 Higher: Date form received by agency: 01/01/2007
 Facility name: NYSDOT BIN 1031570
 Actual: Facility address: BUTTERNUT ST OVER I-81
 399 ft. SYRACUSE, NY 13202
 EPA ID: NY0000234799
 Mailing address: S WARREN ST SUITE 518
 SYRACUSE, NY 13202
 Contact: Not reported
 Contact address: S WARREN ST SUITE 518
 SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: NYSDOT
 Owner/operator address: SUITE 518 109 S WARREN ST
 SYRACUSE, NY 13202
 Owner/operator country: US

MAP FINDINGS

NYSDOT BIN 1031570 (Continued) **1000890091**

Owner/operator telephone: (315) 448-7342
 Legal status: State
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Owner/operator name: NYSDOT
 Owner/operator address: SUITE 518 109 S WARREN ST
 SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: (315) 448-7342
 Legal status: State
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:

Date form received by agency: 01/01/2006
 Site name: NYSDOT BIN 1031570
 Classification: Not a generator, verified

Date form received by agency: 02/27/1995
 Site name: NYSDOT BIN 1031570
 Classification: Not a generator, verified

Waste code: NONE
 Waste name: None

Date form received by agency: 04/22/1994
 Site name: NYSDOT BIN 1031570
 Classification: Large Quantity Generator

Waste code: D008
 Waste name: LEAD

Violation Status: No violations found

NY MANIFEST:

Country: USA
 EPA ID: NY0000234799

NYSDOT BIN 1031570 (Continued) 100890091

Facility Status: Not reported
Location Address 1: BIN #1031570
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: SYRACUSE
Location State: NY
Location Zip: 13202
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NY0000234799
Mailing Name: NYSDOT
Mailing Contact: KEVIN BAILEY
Mailing Address 1: 109 SOUTH WARREN ST
Mailing Address 2: Not reported
Mailing City: SYRACUSE
Mailing State: NY
Mailing Zip: 13202
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 3154984077

NY MANIFEST:
Document ID: NYB4894173
Manifest Status: C
seq: Not reported
Year: 1994
Trans1 State ID: T265GN
Trans2 State ID: Not reported
Generator Ship Date: 09/29/1994
Trans1 Recv Date: 09/29/1994
Trans2 Recv Date: / /
TSD Site Recv Date: 09/30/1994
Part A Recv Date: 10/07/1994
Part B Recv Date: 10/24/1994
Generator EPA ID: NY0000234799
Trans1 EPA ID: CHD982061350
Trans2 EPA ID: Not reported
TSD ID 1: OHD05522429
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
Mgmt Method Type Code: D007 - CHROMIUM 5.0 MGL TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

NYSDOT BIN 1031570 (Continued) 100890091

Waste Code: Not reported
Waste Code: Not reported
Quantity: 06000
Units: P - Pounds
Number of Containers: 008
Container Type: DM - Metal drums, barrels
Handling Method: L Landfill.
Specific Gravity: 100

P78 S&W REDEVELOPMENT, LLC RCRA-SQG 1008374481
West SPENCE ST NY SHWS 1008374481
1/8-1/4 SYRACUSE, NY 13204 NYR000132209
0.232 mi. Site 2 of 3 in cluster P

Relative: RCRA-SQG:
Lower: Date form received by agency: 01/01/2007
Facility name: S&W REDEVELOPMENT, LLC
Actual: Facility address: SPENCE ST
362 ft. SYRACUSE, NY 13204
EPA ID: NYR000132209
Mailing address: E GENESSEE ST
SUITE 401
SYRACUSE, NY 13202
Contact: DAVID W STONER
Contact address: Not reported
Contact country: US
Contact telephone: (315) 422-4949
Telephone ext.: STONER
Contact email: DSTONER@SWREDEV.COM
EPA Region: 02
Classification: Small Small Quantity Generator
Description: Handler: generates more than 100 and less than 1000 kg of hazardous waste during any calendar month and accumulates less than 6000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1000 kg of hazardous waste at any time

Owner/Operator Summary:
Owner/operator name: S&W REDEVELOPMENT LLC
Owner/operator address: E GENESSEE ST
SYRACUSE, NY 13202
Owner/operator country: US
Owner/operator telephone: Not reported
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: 09/05/2002
Owner/Op end date: Not reported
Owner/operator name: S & W REDEVELOPMENT LLC
Owner/operator address: E GENESSEE ST SUITE 401
SYRACUSE, NY 13202
Owner/operator country: US
Owner/operator telephone: Not reported
Legal status: Private

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Owner/Operator Type: Owner
Owner/Op start date: 09/05/2002
Owner/Op end date: Not reported

Owner/operator name: NO NAME FOUND
Owner/operator address: Not reported
Not reported
Owner/operator country: US
Owner/operator telephone: Not reported
Legal status: Private
Owner/Operator Type: Operator
Owner/Op start date: 09/05/2002
Owner/Op end date: Not reported

Owner/operator name: S & W REDEVELOPMENT LLC
Owner/operator address: E GENESSEE ST SUITE 401
SYRACUSE, NY 13202
Owner/operator country: US
Owner/operator telephone: Not reported
Legal status: Private
Owner/Operator Type: Operator
Owner/Op start date: 09/05/2002
Owner/Op end date: Not reported

Handler Activities Summary:
U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Historical Generators:
Date form received by agency: 02/02/2006
Site name: S&W REDEVELOPMENT, LLC
Classification: Not a generator, verified
Waste code: D001
Waste name: IGNITABLE WASTE
Waste code: D002
Waste name: CORROSIVE WASTE
Waste code: D006
Waste name: CADMIUM
Waste code: D007

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Waste name: CHROMIUM
Waste code: D008
Waste name: LEAD
Waste code: D009
Waste name: MERCURY
Waste code: D011
Waste name: SILVER
Waste code: B003
Waste name: B003
Waste code: B007
Waste name: B007

Date form received by agency: 02/01/2006
Site name: S&W REDEVELOPMENT, LLC
Classification: Large Quantity Generator

Date form received by agency: 10/28/2005
Site name: S&W REDEVELOPMENT LLC
Classification: Large Quantity Generator

Waste code: D001
Waste name: IGNITABLE WASTE
Waste code: D002
Waste name: CORROSIVE WASTE
Waste code: B007
Waste name: B007

Date form received by agency: 05/18/2005
Site name: AMERICAN BAG & METAL
Classification: Large Quantity Generator

Waste code: D001
Waste name: IGNITABLE WASTE
Waste code: D002
Waste name: CORROSIVE WASTE

Violation Status: No violations found

SHWS:
Program: HW
Site Code: 56359
Classification: N
Region: 7
Acres: 0.5
HW Code: 734069
Record Add: 11/18/1999
Record Upd: 10/25/2013
Updated By: RXMUSTIC
Site Description: The ABM Site is comprised of 2 parcels located at 400-404 (Tax #117.-08-07.0) and 380 (Tax #117.-08-06.1) Spencer Street in the City

S&W REDEVELOPMENT, LLC (Continued) 1008374481

of Syracuse, Onondaga County, New York. The site is surrounded by Kirkpatrick Street (North), Spencer Street (South), the City of Syracuse property (West), and an industrial area (East). The parcels total approximately 2.7 acres in size and are separated by Onondaga Creek, a tributary to Onondaga lake. The West Parcel includes an area of approximately 0.6 acres, and the larger East Parcel includes an area of approximately 2.1 acres. The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is currently vacant land. On-Site remediation occurred in 2005 and 2006 under the State's Brownfields Cleanup Program (C734088). Remediation on the West Parcel included soil excavation, and off-site disposal, of PCB contaminated soil greater than 10 ppm. Remediation on the East Parcel included excavation and off-site disposal of the paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A COC was issued on December 22, 2006. Off-site of the West Parcel, PCB soil contamination exists and a Decision Document was issued on March 20, 2012 under site No. C734088A. Off-site of the West Parcel, PCB soil contamination exists and a Decision Document was issued on March 20, 2012 under site No. C734088A.

Env Problem: PCB contamination of soils has been confirmed on the West Parcel. Paint waste contamination has been confirmed on the East Parcel in both groundwater and soil. On-Site remediation occurred in 2005 and 2006 under the State's Brownfields Cleanup Program (C734088).
 Health Problem: Not reported
 Dump: Not reported
 Structure: Not reported
 Lagoon: Not reported
 Landfill: Not reported
 Pond: Not reported
 Disp Start: Not reported
 Disp Term: Not reported
 Lat/Long: Not reported
 Dell: Not reported
 Record Add: Not reported
 Record Upd: Not reported
 Updated By: Not reported
 Own Op: Disp. Owner
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: AMERICAN BAG AND METAL, INC.
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: American Bag and Metal, Inc.
 Owner Address: 400 Spencer Street
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13204
 Owner Country: United States of America
 Own Op: Owner
 Sub Type: NNN
 Owner Name: Not reported

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Owner Company: American Bag and Metal, Inc.
 Owner Address: 400 Spencer Street
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13204
 Owner Country: United States of America
 Own Op: Owner
 Sub Type: E
 Owner Name: Not reported
 Owner Company: American Bag and Metal, Inc.
 Owner Address: 400 Spencer Street
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13204
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: E
 Owner Name: Not reported
 Owner Company: American Bag and Metal, Inc.
 Owner Address: 400 Spencer Street
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13204
 Owner Country: United States of America
 HW Code: Not reported
 Waste Type: Not reported
 Waste Quantity: Not reported
 Waste Code: Not reported
 Crossref ID: Not reported
 Cross Ref Type Code: Not reported
 Cross Ref Type: Not reported
 Record Added Date: Not reported
 Record Updated: Not reported
 Updated By: Not reported

NY MANIFEST: Country: USA
 EPA ID: NYR000132209
 Facility Status: Not reported
 Location Address 1: 400 SPENCER ST
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST: EPAID: NYR000132209
 Mailing Name: S & W REDEVELOPMENT LLC
 Mailing Contact: BRIAN BAULSIR
 Mailing Address 1: 625 BROADWAY
 Mailing Address 2: Not reported
 Mailing City: ALBANY
 Mailing State: NY
 Mailing Zip: 12233
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154224949

S&W REDEVELOPMENT, LLC (Continued) 1008374481

NY MANIFEST: Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2007
 Trans1 State ID: NYD00097444
 Trans2 State ID: Not reported
 Generator Ship Date: 02/13/2007
 Trans1 Recv Date: 02/13/2007
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/14/2007
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: 001219777JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H132
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 90
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 2
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: B007
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: NYG5379057
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: MAD03932250
 Trans2 State ID: NYD982792814
 Generator Ship Date: 11/17/2005
 Trans1 Recv Date: 11/17/2005

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Trans2 Recv Date: 11/21/2005
 TSD Site Recv Date: 11/28/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: 58555PANY
 Trans2 EPA ID: AK93483NY
 TSDF ID 1: OHD000816629
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02400
 Units: P - Pounds
 Number of Containers: 006
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00100
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: Not reported
 Specific Gravity: 01.00
 Waste Code: Not reported
 Quantity: Not reported
 Units: Not reported
 Number of Containers: Not reported
 Container Type: Not reported
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: Not reported
 Document ID: NYG5379066
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: MAD03932250

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Trans2 State ID: NYD982792814
 Generator Ship Date: 11/17/2005
 Trans1 Recv Date: 11/17/2005
 Trans2 Recv Date: 11/18/2005
 TSD Site Recv Date: 12/05/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: 27278JHNY
 Trans2 EPA ID: AK93481NY
 TSDF ID 1: OHD000816629
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02600
 Units: P - Pounds
 Number of Containers: 004
 Container Type: CF - Fiber or plastic boxes, cartons
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NYH1498779
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/16/2005
 Trans1 Recv Date: 11/16/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/17/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: XS36220PA
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 28032
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00
 Document ID: NYH1498788
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/18/2005
 Trans1 Recv Date: 11/18/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/22/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AJ76780NY
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Quantity: 25891
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00
 Document ID: NYH1498797
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/16/2005
 Trans1 Recv Date: 11/16/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/21/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AD68964NY
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 29076
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00
 Document ID: NYH1498806
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/22/2005
 Trans1 Recv Date: 11/22/2005

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/23/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AN35048NY
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 21655
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00
 Document ID: NYH1498851
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 12/21/2005
 Trans1 Recv Date: 12/21/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/22/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AE53089NY
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 23052
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00
 Document ID: NYH1498869
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 12/08/2005
 Trans1 Recv Date: 12/08/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/09/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AB58310NY
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 29221
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00
 Document ID: NYH1498878
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/15/2005
 Trans1 Recv Date: Not reported
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/16/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: XBC8579PA
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 20920
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00
 Document ID: NYH1498887
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/15/2005
 Trans1 Recv Date: 11/15/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/16/2005
 Part A Recv Date: Not reported

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: X536220PA
 Trans2 EPA ID: NYD049836679
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 29223
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00
 Document ID: NYH1498896
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/15/2005
 Trans1 Recv Date: 11/15/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/16/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: XBA443PA
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 26780
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00
 Document ID: NYH1498905
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/15/2005
 Trans1 Recv Date: 11/15/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/16/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: XW63964PA
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 32650
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Document ID: NYH1498914
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/15/2005
 Trans1 Recv Date: 11/15/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/16/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AB58310NY
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 27996
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00

Document ID: NYH1520127
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 10/14/2005
 Trans1 Recv Date: 10/14/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/17/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AN35048NY
 Trans2 EPA ID: Not reported

S&W REDEVELOPMENT, LLC (Continued)

1008374481

TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 23433
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00

Document ID: NYH1520136
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 10/14/2005
 Trans1 Recv Date: 10/14/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/17/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AM92556NY
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 22589
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00

Document ID: NYH1520145
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 10/14/2005
 Trans1 Recv Date: 10/14/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/17/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AB58310NY
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 29321
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00

Document ID: NYH1520154
 Manifest Status: Not reported
 seq: Not reported

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 10/14/2005
 Trans1 Recv Date: 10/14/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/17/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: 9798B6NY
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 33448
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00

Document ID: NYH1520163
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 10/18/2005
 Trans1 Recv Date: 10/18/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/19/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AD65298NY
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 29057
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00
 Document ID: NYH1520172
 Manifest Status: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 10/18/2005
 Trans1 Recv Date: 10/18/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/19/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AC94114NY
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 31652
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill.
 Specific Gravity: 01.00

Click this hyperlink while viewing on your computer to access 103 additional NY_MANIFEST: record(s) in the EDR Site Report.

P79 NIAGARA MOHAWK A NATIONAL GRID CO RCRA NonGen / NLR 1017788012
West 1/8-1/4 SPENCER ST & MALTBIIE ST MH4208 FINDS NYD98704268
1246 ft. SYRACUSE, NY 13204 ECHO

Relative: RCRA NonGen / NLR
 Lower: Date form received by agency: 06/29/2015
 Actual: Facility name: NIAGARA MOHAWK A NATIONAL GRID CO
 365 ft. Facility address: SPENCER ST & MALTBIIE ST MH4208
 SYRACUSE, NY 13204
 EPA ID: NYP000971614
 Mailing address: ERIE BLVD W
 SYRACUSE, NY 13202
 Contact: LENNY DELVECCHIO
 Contact address: ERIE BLVD W
 SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 04/01/2015
 Site name: NIAGARA MOHAWK A NATIONAL GRID CO

NIAGARA MOHAWK A NATIONAL GRID CO (Continued) 1017788012

Classification: Large Quantity Generator
 Waste code: B002
 Waste name: B002
 Waste code: B007
 Waste name: B007
 Violation Status: No violations found
 FINDS:
 Registry ID: 110064385847
 Environmental Interest/Information System
 RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.
 ECHO:
 Envid: 1017788012
 Registry ID: 110064385847
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110064385847

80 ONONDAGA COUNTY SEWAGE DEPT RCRA NonGen / NLR 1000872808
SW 1 MALTBIIE ST FINDS NYD98704268
1/8-1/4 SYRACUSE, NY 13202 NY MANIFEST
0.241 mi. ECHO
1275 ft.

Relative: RCRA NonGen / NLR
 Higher: Date form received by agency: 01/01/2007
 Actual: Facility name: ONONDAGA COUNTY SEWAGE DEPT
 396 ft. Facility address: 1 MALTBIIE ST
 SYRACUSE, NY 13202
 EPA ID: NYD98704268
 Mailing address: HIAWATHA BLVD W
 SYRACUSE, NY 132041194
 Contact: Not reported
 Contact address: HIAWATHA BLVD W
 SYRACUSE, NY 132041194
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste
 Owner/Operator Summary:
 Owner/operator name: ONONDAGA COUNTY DEPT OF SANITATION
 Owner/operator address: 650 HIAWATHA BLVD W
 SYRACUSE, NY 13204
 Owner/operator country: US

ONONDAGA COUNTY SEWAGE DEPT (Continued) 1000872808

Owner/operator telephone: (315) 435-2260
 Legal status: County
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: ONONDAGA COUNTY DEPT OF SANITATION
 Owner/operator address: 650 HIAWATHA BLVD W
 SYRACUSE, NY 13204
 Owner/operator country: US
 Owner/operator telephone: (315) 435-2260
 Legal status: County
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2006
 Site name: ONONDAGA COUNTY SEWAGE DEPT
 Classification: Not a generator, verified
 Date form received by agency: 07/08/1999
 Site name: ONONDAGA COUNTY SEWAGE DEPT
 Classification: Not a generator, verified

Date form received by agency: 03/14/1994
 Site name: ONONDAGA COUNTY DEPT OF DRAINAGE/SANIT.
 Classification: Large Quantity Generator
 Date form received by agency: 09/01/1993
 Site name: ONONDAGA COUNTY SEWAGE DEPT
 Classification: Small Quantity Generator
 Waste code: D002
 Waste name: CORROSIVE WASTE
 Violation Status: No violations found

FINDS:

ONONDAGA COUNTY SEWAGE DEPT (Continued) 1000872808

Registry ID: 110004508471

Environmental Interest/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

NY MANIFEST:

Country: USA
 EPA ID: NYD987040268
 Facility Status: Not reported
 Location Address 1: MALTBIC ST
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13202
 Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYD987040268
 Mailing Name: ONONDAGA COUNTY OF DEPT OF TRANSPORTAT
 Mailing Contact: JAMES ADSITT
 Mailing Address 1: 650 HIAWATHA BLVD WEST-ADSITT
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154356820

NY MANIFEST:

Document ID: MDC0391739
 Manifest Status: K
 seq: Not reported
 Year: 1993
 Trans1 State ID: HWH160PC6
 Trans2 State ID: HWH016093
 Generator Ship Date: 09/09/1993
 Trans1 Recv Date: 09/09/1993
 Trans2 Recv Date: 09/11/1993
 TSD Site Recv Date: 09/23/1993
 Part A Recv Date: 12/06/1993
 Part B Recv Date: 10/26/1993
 Generator EPA ID: NYD987040268
 Trans1 EPA ID: MADD03932250
 Trans2 EPA ID: MADD03932250
 TSD ID 1: MDD980555189
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported

ONONDAGA COUNTY SEWAGE DEPT (Continued) 1000872808

Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00220
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 004
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100
 Waste Code: D002 - NON-LISTED CORROSIVE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00055
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

ECHO:
 Envid: 1000872808
 Registry ID: 110004508471
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110004508471

81 NNE PBS TOWING NY SWFLF S108468266
 1/4-1/2 1201 N STATE STREET N/A
 SYRACUSE, NY 13208

Relative: SWFLF:
 Higher: Flag: INACTIVE
 Region Code: 7
 Actual: Phone Number: 3155165129
 407 ft. Owner Name: Paul Bombard
 Owner Type: Private
 Owner Address: 109 Drexler Avenue
 Owner Addr2: Not reported
 Owner City, St, Zip: Liverpool, NY 13088
 Owner Email: Not reported
 Owner Phone: 3155165129

PBS TOWING (Continued) S108468266

Contact Name: Not reported
 Contact Address: Not reported
 Contact Addr2: Not reported
 Contact City, St, Zip: Not reported
 Contact Email: Not reported
 Contact Phone: Not reported
 Activity Desc: Vehicle Dismantling
 Activity Number: [7097259]
 Active: No
 East Coordinate: 405835
 North Coordinate: 4768396
 Accuracy Code: Not reported
 Regulatory Status: Not reported
 Waste Type: Not reported
 Authorization #: Not reported
 Authorization Date: Not reported
 Expiration Date: Not reported

82 SUNNYDALE CORP NY MOSF 100046854
 NW 418 SOLAR ST RCRA NonGen / NLR NYD986910719
 1/4-1/2 SYRACUSE, NY 13204
 0.272 mi. NY MANIFEST
 1437 ft.

Relative: MOSF:
 Lower: Facility ID: 7-1820
 Program Type: MOSF
 Actual: Tank Status: Unregulated/Closed
 372 ft. Expiration Date: Not reported
 Dec Region: 7
 UTMX: 405359.09289
 UTM Y: 4768344.26550

RCRA NonGen / NLR:

Date form received by agency: 01/01/2007
 Facility name: SUNNYDALE CORP
 Facility address: 418 SOLAR ST
 SYRACUSE, NY 13204
 EPA ID: NYD986910719
 Mailing address: CLINTON SQUARE
 SYRACUSE, NY 13202
 Contact: BARBARA ASHKIN
 Contact address: CLINTON SQUARE
 SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: (315) 422-7000
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name: SUNNYDALE CORP
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212

SUNNYDALE CORP (Continued) 100046854

Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: SUNNYDALE CORP
 Owner/operator address: NOT REQUIRED
 Owner/operator country: NOT REQUIRED, WY 99999
 US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:

Date form received by agency: 01/01/2008
 Site name: SUNNYDALE CORP
 Classification: Not a generator, verified

Date form received by agency: 08/21/1990
 Site name: SUNNYDALE CORP
 Classification: Not a generator, verified

Waste code: D001
 Waste name: IGNITABLE WASTE

Violation Status:

No violations found

NY MANIFEST:

Country: USA
 EPA ID: NYD986910719
 Facility Status: Not reported
 Location Address 1: 418 SOLAR STREET
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204

SUNNYDALE CORP (Continued)

100046854

Location Zip 4: Not reported
 NY MANIFEST:
 EPAID: NYD986910719
 Part B Recv Date: SUNNYDALE CORPORATION
 Mailing Contact: ROBERT SCHMITT
 Mailing Address 1: 10 THURLLOW TERRACE
 Mailing Address 2: Not reported
 Mailing City: ALBANY
 Mailing State: NY
 Mailing Zip: 12203
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 5184631415

NY MANIFEST:
 Document ID: NYB1762893
 Manifest Status: K
 seq: Not reported
 Year: 1990
 Trans1 State ID: 33056V
 Trans2 State ID: Not reported
 Generator Ship Date: 08/21/1990
 Trans1 Recv Date: 08/21/1990
 Trans2 Recv Date: / /
 TSD Site Recv Date: 08/22/1990
 Part A Recv Date: 11/14/1990
 Part B Recv Date: 09/04/1990
 Generator EPA ID: NYD986910719
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04500
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

SUNNYDALE CORP (Continued)

100046854

Document ID: NYB1762920
 Manifest Status: K
 seq: Not reported
 Year: 1990
 Trans1 State ID: 33056V
 Trans2 State ID: Not reported
 Generator Ship Date: 08/21/1990
 Trans1 Recv Date: 08/23/1990
 Trans2 Recv Date: / /
 TSD Site Recv Date: 08/24/1990
 Part A Recv Date: 11/14/1990
 Part B Recv Date: 08/05/1990
 Generator EPA ID: NYD986910719
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04500
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

T83 SYRACUSE SUBURBAN GAS NY LTANKS
 West SYRACUSE SUBURBAN GAS S101174673
 114-1/2 SYRACUSE, NY N/A
 0.293 mi. Site 1 of 2 in cluster T
 1547 ft. Relative: LTANKS:
 Higher Site ID: 140107
 Spill Number/Closed Date: 9405972 / 1994-09-19
 Actual: 378 ft. Spill Date: 1994-08-02
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: 1994-09-19

SYRACUSE SUBURBAN GAS (Continued)

S101174673

Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: DAQUST
 Referred To: Not reported
 Reported to Dept: 1994-08-02
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: 1994-08-04
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1994-08-08
 Spill Record Last Update: 1994-09-19
 Spiller Name: Not reported
 Spiller Company: NIAGARA MOHAWK
 Spiller Address: Not reported
 Spiller City, St, Zip: NY
 Spiller County: 999
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 119657
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was JD 08/08/94: SOIL SAMPLES TAKEN BY INTERFACE. 09/19/94: SOIL SAMPLES TAKEN BY INTERFACE. SAMPLES AND CLOSURE REPORT RECEIVED SEP 14 1994. RESULTS ARE BELOW GUIDANCE VALUES AND CONTAMINATED SOIL REMOVED TO NIAGARA RECYCLING SANITARY LANDFILL. *
 Remarks: *CONTAMINATED SOIL FOUND DURING TANK REMOVAL*
 Material:
 Site ID: 140107
 Operable Unit ID: 1000237
 Operable Unit: 01
 Material ID: 382538
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

U84 BURNS BROTHERS HARDWARE NY LTANKS
 SW 400 LEAVENWORTH AVE NY Spills S102164793
 SYRACUSE, NY N/A
 0.299 mi. Site 1 of 2 in cluster U
 1581 ft. Relative: LTANKS:
 Higher Site ID: 330002
 Spill Number/Closed Date: 9700681 / 2002-06-03
 Actual: 404 ft. Spill Date: 1997-04-15
 Spill Cause: Tank Test Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1997-04-15
 CID: 267
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1997-04-15
 Spill Record Last Update: 2002-06-03
 Spiller Name: VERN RICHARDSON
 Spiller Company: BURNS BROTHERS HARDWARE
 Spiller Address: 400 LEAVENWORTH AVE
 Spiller City, St, Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: VERN RICHARDSON
 Spiller Phone: (315) 471-4957
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 265505
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN 17 April 1997- Spoke with Larry Johnson, Clemett Co., Burns Bros. plans to pump their tanks down 17 April 1997. CEO at Burns Bros., Dave Pollock, indicated his wish to move tanks and to cease storing and dispensing gasoline on site. Tentative date for removal 30 April 1997.*
 Remarks: *TANK TEST FAILURE AT ABOVE LOCATION*

Material:

Tank Test:

SPILLS:
 Facility ID: 9105123
 Facility Type: ER
 DER Facility ID: 265505
 Site ID: 247217
 DEC Region: 7

BURNS BROTHERS HARDWARE (Continued)

S102164793

Spill Date: 1991-08-10
 Spill Number/Closed Date: 9105123 / 1991-10-04
 Spill Cause: Vandalism
 Spill Class: Not reported
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1991-08-12
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1991-10-04
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1991-08-12
 Spill Record Last Update: 1992-11-19
 Spiller Name: Not reported
 Spiller Company: BURNS BROS CONTRACTORS
 Spiller Address: 400 LEAVENWORTH AVE
 Spiller City,St,Zip: SYRACUSE, NY 13204
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: Not reported

Remarks: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN 08/12/91: MADE SITE VISIT 8/12/91, WAITING FOR TEST RESULTS FROM ENVIRONMENT-AL PRODUCTS. 10/04/91: MADE SITE VISIT 8/12/91, WAITING FOR TEST RESULTS FROM ENVIRONMENT-AL PRODUCTS. OIL LEAKED ON CONCRETE APRON. *

Material:
 Site ID: 247217
 Operable Unit ID: 955754
 Operable Unit: 01
 Material ID: 424157
 Material Code: 0020A
 Material Name: transformer oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported
 Site ID: 247217
 Operable Unit ID: 955754
 Operable Unit: 01
 Material ID: 424158
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 30.00

BURNS BROTHERS HARDWARE (Continued)

S102164793

Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

T85 West 1/4-1/2 0.311 mi. 1644 ft.

Relative: Lower 377 ft.

SYRACUSE PARKS&RECREATION PARKS & REC SPENCER ST SYRACUSE, NY

NY LTANKS S105054339 N/A

Site 2 of 2 in cluster T

LTANKS:
 Site ID: 286128
 Spill Number/Closed Date: 8803250 / 1989-04-10
 Spill Date: 1988-07-14
 Spill Cause: Tank Test Failure
 Spill Source: Institutional, Educational, Gov., Other
 Spill Class: Not reported
 Cleanup Ceased: 1989-04-10
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: AJMARSCH
 Referred To: Not reported
 Reported to Dept: 1988-07-15
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1988-07-18
 Spill Record Last Update: 1993-03-24
 Spiller Name: Not reported
 Spiller Company: CITY OF SYRACUSE
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 231902
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was JM *

Remarks: *4000 GAL TANK. FAILURE RATE -.183 GPH. WILL EXCAVATE ISOLATE AND RETEST. SEE 8804997*

Material:
 Site ID: 286128
 Operable Unit ID: 920415
 Operable Unit: 01
 Material ID: 458813
 Material Code: 0009

SYRACUSE PARKS&RECREATION (Continued)

S105054339

Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

86 SSW 1/4-1/2 0.317 mi. 1672 ft.

Relative: Higher 399 ft.

SPILL NUMBER 0307721
601 WEST GENESSEE STREET
SYRACUSE, NY

NY LTANKS S106126168 NY Spills N/A

LTANKS:
 Site ID: 318571
 Spill Number/Closed Date: 0307721 / 2003-10-28
 Spill Date: 2003-10-22
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2003-10-22
 CID: 199
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: 2003-10-22
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 2003-10-22
 Spill Record Last Update: 2003-10-29
 Spiller Name: Not reported
 Spiller Company: Not reported
 Spiller Address: Not reported
 Spiller City,St,Zip: ***Update***, ZZ
 Spiller County: 001
 Spiller Contact: DAVID ROTH
 Spiller Phone: (315) 243-3130
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 171041
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM close this file cross reference with spill no. 0307943*
 Remarks: *caller was employed to remove a 1000 gal tank from a build that is scheduled to be demo'ed - contaminated soil found under tank *

SPILL NUMBER 0307721 (Continued)

S106126168

Material:
 Site ID: 318571
 Operable Unit ID: 876297
 Operable Unit: 01
 Material ID: 555275
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:

Facility ID: 0307943
 Facility Type: ER
 DER Facility ID: 171041
 Site ID: 205973
 DEC Region: 7
 Spill Date: 2003-10-28
 Spill Number/Closed Date: 0307943 / 2004-03-29
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2003-10-28
 CID: 204
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Local Agency
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: 2003-10-28
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2003-10-28
 Spill Record Last Update: 2004-05-03
 Spiller Name: FALL, M CAPPUCILLO
 Spiller Company: CAMEX MANAGEMENT GROUP
 Spiller Address: 605 WEST GENESSEE STREET
 Spiller City,St,Zip: SYRACUSE, NY 13204
 Spiller Company: 001
 Contact Name: MARYANN BIANCHI
 Contact Phone: (315) 695-3366
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM CROSS REFERENCE WITH SPILL NO. 0307721*
 Remarks: *DOING ESCAVATION NOW*

MAP FINDINGS

SPILL NUMBER 0307721 (Continued)

S106126168

Material:
 Site ID: 205973
 Operable Unit ID: 876434
 Operable Unit: 01
 Material ID: 501466
 Material Code: 0022
 Material Name: waste oil/used oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 0304556
 Facility Type: ER
 DER Facility ID: 171041
 Site ID: 274683
 DEC Region: 7
 Spill Date: 2003-07-30
 Spill Number/Closed Date: 0304556 / 2004-05-04
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response.
 Spill Class: Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2003-07-30
 CID: 257
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2003-07-30
 Spill Record Last Update: 2004-05-05
 Spiller Name: THOMAS ROBERTS
 Spiller Company: Not reported
 Spiller Address: 601 W. GENESEE ST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Contact Name: THOMAS ROBERTS
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM *
 Remarks: *underground oil/water separator may have leaked caller is doing testing for a sale*

MAP FINDINGS

SPILL NUMBER 0307721 (Continued)

S106126168

Material:
 Site ID: 274683
 Operable Unit ID: 872806
 Operable Unit: 01
 Material ID: 560035
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

U87 BIG D'S AUTO NY SWFLF S113915128
 SW 321 LEAVENWORTH AVE N/A
 1/4-1/2 SYRACUSE, NY 13204
 0.324 mi.
 1709 ft. Site 2 of 2 in cluster U
 Relative: SWFLF:
 Higher: Flag: ACTIVE
 Actual: Region Code: 7
 405 ft. Phone Number: Not reported
 Owner Name: Dave Ibrahim
 Owner Type: Private
 Owner Address: 321 Leavenworth Ave
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13204
 Owner Email: Not reported
 Owner Phone: 3153741620
 Contact Name: Not reported
 Contact Address: Not reported
 Contact Addr2: Not reported
 Contact City,St,Zip: Not reported
 Contact Email: Not reported
 Contact Phone: Not reported
 Activity Desc: Vehicle Dismantling
 Activity Number: [34J00]
 Active: Yes
 East Coordinate: 405250
 North Coordinate: 4767527
 Accuracy Code: 1 - No accuracy stated
 Regulatory Status: Not reported
 Waste Type: Not reported
 Authorization #: Not reported
 Authorization Date: Not reported
 Expiration Date: Not reported

MAP FINDINGS

88 SYRACUSE PARKS & RECREATION
 WSW 412 SPENCER ST
 1/4-1/2 SYRACUSE, NY 13204
 0.340 mi.
 1796 ft.

NY LTANKS U003313255
 NY UST N/A
 NY HIST UST
 NY Spills

Relative: LTANKS:
 Higher: Site ID: 221299
 Spill Number/Closed Date: 8804997 / 1989-05-08
 Spill Date: 1988-09-08
 Spill Cause: Tank Test Failure
 Spill Source: Institutional, Educational, Gov., Other
 Spill Class: Not reported
 Cleanup Ceased: 1989-05-08
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: GREGG
 Referred To: Not reported
 Reported to Dept: 1988-09-08
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1989-09-09
 Spill Record Last Update: 1989-05-18
 Spiller Name: Not reported
 Spiller Company: CITY OF SYRACUSE
 Spiller Address: 412 SPENCER ST.
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 105588
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG 05/18/89: TANK FAILED TIGHTNESS TEST. TANK REMOVED. JAY SEITZ OF SYRACUSE FIRE DEPT. OBSERVED REMOVAL. NO CONT. WAS FOUND. *
 Remarks: *CONTACT PERSON: JOHN PRZEPEŁONA ONE 4000 GALLON TANK TEST FAILURE FAILURE RATE -.213GPH WILL EMPTY AND REMOVE TANK.*

Material:
 Site ID: 221299
 Operable Unit ID: 920109
 Operable Unit: 01
 Material ID: 456918
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

MAP FINDINGS

SYRACUSE PARKS & RECREATION (Continued)

U003313255

Tank Test:

UST:
 Id/Status: 7-181811 / Unregulated/Closed
 Program Type: PBS
 Region: STATE
 DEC Region: 7
 Expiration Date: N/A
 UTM X: 405171.34975
 UTM Y: 4767832.31117
 Site Type: Unknown
 Affiliation Records:
 Site ID: 45028
 Affiliation Type: On-Site Operator
 Company Name: SYRACUSE PARKS & RECREATION
 Contact Type: Not reported
 Contact Name: SYRACUSE PARKS & RECREATION
 Address1: Not reported
 Address2: Not reported
 City: NN
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 473-4337
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04
 Site ID: 45028
 Affiliation Type: Emergency Contact
 Company Name: SYRACUSE PARKS & RECREATION
 Contact Type: Not reported
 Contact Name: DONALD ROBBINS
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 541-4215
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04
 Site ID: 45028
 Affiliation Type: Facility Owner
 Company Name: SYRACUSE PARKS & RECREATION
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 412 SPENCER ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY

SYRACUSE PARKS & RECREATION (Continued)

U003313255

Zip Code: 13204
 Country Code: 001
 Phone: (315) 473-4337
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site Id: 45028
 Affiliation Type: Mail Contact
 Company Name: SYRACUSE PARKS & RECREATION
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 412 SPENCER ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13204
 Country Code: 001
 Phone: (315) 473-4337
 EMail: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Tank Info:

Tank Number: REG
 Tank ID: 129829
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 4000
 Install Date: Not reported
 Date Tank Closed: 05/01/1989
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

F00 - Pipe External Protection - None
 B00 - Tank External Protection - None
 H00 - Tank Leak Detection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 A00 - Tank Internal Protection - None
 C00 - Pipe Location - No Piping
 J02 - Dispenser - Suction Dispenser
 D01 - Pipe Type - Steel/Carbon Steel/Iron

SYRACUSE PARKS & RECREATION (Continued)

U003313255

Tank Number: UNL
 Tank ID: 129830
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 3000
 Install Date: Not reported
 Date Tank Closed: 05/01/1989
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

H00 - Tank Leak Detection - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 C00 - Pipe Location - No Piping
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 D01 - Pipe Type - Steel/Carbon Steel/Iron
 J02 - Dispenser - Suction Dispenser

HIST UST:

PBS Number: 7-181811
 SPDES Number: Not reported
 Emergency Contact: DONALD ROBBINS
 Emergency Telephone: (315) 541-4215
 Operator: SYRACUSE PARKS & RECREATION
 Operator Telephone: (315) 473-4337
 Owner Name: SYRACUSE PARKS & RECREATION
 Owner Address: 412 SPENCER ST.
 Owner City, St, Zip: SYRACUSE, NY 13204
 Owner Telephone: (315) 473-4337
 Owner Type: Local Government
 Owner Subtype: Not reported
 Mailing Name: SYRACUSE PARKS & RECREATION
 Mailing Address: 412 SPENCER ST.
 Mailing Address 2: Not reported
 Mailing City, St, Zip: SYRACUSE, NY 13204
 Mailing Contact: Not reported
 Mailing Telephone: (315) 473-4337
 Owner Mark: First Owner
 Facility Status: 2 - Unregulated by PBS (the total capacity is less than 1,101 gallons) and Subpart 360-14.
 Facility Addr2: Not reported
 SWIS ID: 3115
 Old PBS Number: Not reported
 Facility Type: Not reported

SYRACUSE PARKS & RECREATION (Continued)

U003313255

Inspected Date: Not reported
 Inspector: Not reported
 Inspection Result: Not reported
 Federal ID: Not reported
 Certification Flag: False
 Certification Date: 06/30/1987
 Expiration Date: 06/30/1992
 Renew Flag: False
 Renewal Date: Not reported
 Total Capacity: 0
 FAMI: True
 Facility Screen: Minor Data Missing
 Owner Screen: Minor Data Missing
 Tank Screen: 0
 Dead Letter: False
 CBS Number: Not reported
 Town or City: SYRACUSE (C)
 County Code: 31
 Town or City: 15
 Region: 7

Tank Id: REG
 Tank Location: UNDERGROUND
 Tank Status: Closed-Removed
 Install Date: Not reported
 Capacity (gals): 4000
 Product Stored: LEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: Not reported
 Tank External: Not reported
 Pipe Location: Not reported
 Pipe Type: STEEL/IRON
 Pipe Internal: Not reported
 Pipe External: Not reported
 Second Containment: None
 Leak Detection: None
 Overfill Prot: Not reported
 Dispenser: Suction
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: 05/01/1989
 Test Method: Not reported
 Deleted: False
 Updated: True
 Lat/long: Not reported

Tank Id: UNL
 Tank Location: UNDERGROUND
 Tank Status: Closed-Removed
 Install Date: Not reported
 Capacity (gals): 3000
 Product Stored: UNLEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: Not reported
 Tank External: Not reported

SYRACUSE PARKS & RECREATION (Continued)

U003313255

Pipe Location: Not reported
 Pipe Type: STEEL/IRON
 Pipe Internal: Not reported
 Pipe External: Not reported
 Second Containment: None
 Leak Detection: None
 Overfill Prot: Not reported
 Dispenser: Suction
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: 05/01/1989
 Test Method: Not reported
 Deleted: False
 Updated: True
 Lat/long: Not reported

SPILLS:

Facility ID: 0002219
 Facility Type: ER
 DER Facility ID: 105588
 Site ID: 221298
 DEC Region: 7
 Spill Date: 2000-05-22
 Spill Number/Closed Date: 0002219 / 2001-12-31
 Spill Cause: Unknown
 Spill Class: Known release that creates potential for fire or hazard. DEC Response. Unable/unwilling Responsible Party. Corrective action taken. (ISR)
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2000-05-22
 CID: 281
 Water Affected: Not reported
 Spill Source: Unknown
 Spill Notifier: Fire Department
 Cleanup Ceased: 2000-07-10
 Cleanup Meets Std: True
 Last Inspection: 2000-05-22
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2000-05-22
 Spill Record Last Update: 2002-01-02
 Spiller Name: Not reported
 Spiller Company: UNKNOWNS
 Spiller Address: Not reported
 Spiller City, St, Zip: NY
 Spiller Company: 999
 Contact Name: SYRACUSE FIRE DEPT
 Contact Phone: (315) 435-8884
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM*

Remarks: *ABOVE MATERIAL DISCOVERED AT ABOVE LOCATION. FIRE DEPT ON SCENE AND ARE REQUESTING DEC TO RESPOND. ANY FURTHER QUESTIONS CONTACT FIRE DISPATCH AT ABOVE NUMBER.*

SYRACUSE PARKS & RECREATION (Continued)

U003313255

Material:
 Site ID: 221298
 Operable Unit ID: 824133
 Operable Unit: 01
 Material ID: 550589
 Material Code: 0064A
 Material Name: unknown material
 Case No.: Not reported
 Material FA: Other
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 9108280
 Facility Type: ER
 DER Facility ID: 105588
 Site ID: 121637
 DEC Region: 7
 Spill Date: 1989-11-05
 Spill Number/Closed Date: 9108280 / 1992-02-06
 Spill Cause: Housekeeping
 Spill Class: Not reported
 SWIS: 3415
 Investigator: HDWARNER
 Referred To: Not reported
 Reported to Dept: 1991-11-04
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Institutional, Educational, Gov., Other
 Spill Notifier: Citizen
 Cleanup Ceased: 1992-02-06
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 1991-11-05
 Spill Record Last Update: 1992-02-06
 Spiller Name: Not reported
 Spiller Company: SYR. PARKS & RECR
 Spiller Address: 412 SPENCER ST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 020092: SITE VISIT WITH BECI, FOUND SEVERAL DECAYED DRUMS AND CONTAINERS OF CHEMICALS. EMPLOYEE DID NOT HAVE ANY IDEA WHAT EXISTED IN DRUMS. MEMO SENT TO RCRA STAFF FOR FUTURE ACTION.
 Remarks: *LEAKING BARRELS IN GARAGE. NO ACTION YET DETERMINED AFTER ONE YEAR SINCE CALLER ORIGINALLY NOTIFIED DEC.*

SYRACUSE PARKS & RECREATION (Continued)

U003313255

Material:
 Site ID: 121637
 Operable Unit ID: 962432
 Operable Unit: 01
 Material ID: 420439
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 8907169
 Facility Type: ER
 DER Facility ID: 105588
 Site ID: 221900
 DEC Region: 7
 Spill Date: 1989-10-16
 Spill Number/Closed Date: 8907169 / 1989-11-14
 Spill Cause: Housekeeping
 Spill Class: Not reported
 SWIS: 3415
 Investigator: HDWARNER
 Referred To: Not reported
 Reported to Dept: 1989-10-16
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Institutional, Educational, Gov., Other
 Spill Notifier: Other
 Cleanup Ceased: 1989-10-17
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 1989-11-08
 Spill Record Last Update: 1989-11-16
 Spiller Name: Not reported
 Spiller Company: CITY PARKS AND REC
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller County: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 111589: VARIOUS ALGAEICIDES AND FUNGICIDES STORED IN CITY GARAGE WITH SOME OF THE CONTAINERS LEAKING. LEAKING CONTAINERS OVERPACKED AND ARRANGEMENTS BEING MADE FOR DISPOSAL. NO RELEASE TO ENVIRONMENT.
 Remarks: *REPORT THAT VARIOUS CHEMICALS WERE LEAKING AND RUNNING INTO STORM

SYRACUSE PARKS & RECREATION (Continued)

U003313255

SEWER.*
 Material:
 Site ID: 221300
 Operable Unit ID: 932249
 Operable Unit: 01
 Material ID: 443964
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

89 SSW 114-12 0.373 mi. 1971 ft. Relative: Higher Actual: 400 ft.
 AUTO FINISHERS SUPPLY CO
 206-208 PLUM ST
 SYRACUSE, NY
 NY LTANKS S104277636
 N/A
 LTANKS:
 Site ID: 116943
 Spill Number/Closed Date: 9813285 / 1999-09-17
 Spill Date: 1999-01-29
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard, DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1999-01-29
 CID: 312
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: 1999-01-29
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered in Computer: 1999-01-29
 Spill Record Last Update: 2002-09-18
 Spiller Name: Not reported
 Spiller Company: AUTO FINISHERS SUPPLY CO
 Spiller Address: 206-208 PLUM ST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7

AUTO FINISHERS SUPPLY CO (Continued)

S104277636

DER Facility ID: 101732
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM
 Remarks: *PULLING 2000GAL UST THEY NOTICED HOLES IN THE TANK - DEC IS AWARE OF IT - SOME CONTAMINATED SOIL*

Material:
 Site ID: 116943
 Operable Unit ID: 1073721
 Operable Unit: 01
 Material ID: 310010
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

V90 SW 114-12 0.398 mi. 2102 ft. Relative: Higher Actual: 401 ft.
 CREST CADILLAC
 717 WEST GENESEE STREET
 SYRACUSE, NY 13204
 NY LTANKS U001848502
 NY UST N/A
 LTANKS:
 Site ID: 251438
 Spill Number/Closed Date: 8800569 / 1988-04-26
 Spill Date: 1988-04-18
 Spill Cause: Tank Test Failure
 Spill Source: Commercial/Industrial
 Spill Class: Not reported
 Cleanup Ceased: 1988-04-26
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: AJMARSCH
 Referred To: Not reported
 Reported to Dept: 1988-04-18
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered in Computer: 1988-04-21
 Spill Record Last Update: 1988-11-03
 Spiller Name: Not reported
 Spiller Company: FRANK GUGULA
 Spiller Address: ABOVE
 Spiller City,St,Zip: ZZ
 Spiller County: 001

CREST CADILLAC (Continued)

U001848502

Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 206086
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was JM 04/22/88: 3 TANKS WERE PULLED FROM CREST CADILLAC. MINOR CONTAMINATION. SOIL HEAVY CLAY. NO CLEAN UP REQUIRED. *
 Remarks: *UNLEADED 2000 GAL TANK. -217 GPH FAILURE RATE. INITIAL SYSTEM. PETROTITE. WILL PUMP AND PULL TANK TOMORROW.*

Material:
 Site ID: 251438
 Operable Unit ID: 916158
 Operable Unit: 01
 Material ID: 459754
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Site ID: 251439
 Spill Number/Closed Date: 9507927 / 1995-12-31
 Spill Date: 1995-09-27
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. No DEC Response. No corrective action required.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1995-09-28
 CID: 198
 Water Affected: Not reported
 Spill Notifier: Citizen
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered in Computer: 1995-09-28
 Spill Record Last Update: 1997-11-28
 Spiller Name: Not reported
 Spiller Company: CREST CADILLAC
 Spiller Address: 717 WEST GENESEE ST
 Spiller City,St,Zip: SYRACUSE, NY

CREST CADILLAC (Continued)

U001848502

Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 206086
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM *
 Remarks: *MR TURSS STATED THAT THE COMPANY BUILT AN ADDITION OVER AN EXISTING PETROLEUM TANK AND DID NOT EMPTY THE TANK. SOME SURFACE CONTAMINATION WAS CLEANED UP BUT HE WAS TOLD THE SOIL IS STILL CONTAMINATED AND HE COULD SMELL IT. ACTUAL CALL REC'D DATE - 09/27/95 12:20.*

Material:
 Site ID: 251439
 Operable Unit ID: 1022545
 Operable Unit: 01
 Material ID: 362371
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Site ID: 286424
 Spill Number/Closed Date: 0008831 / 2001-01-02
 Spill Date: 2000-08-31
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2000-10-30
 CID: 389
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered in Computer: 2000-10-30
 Spill Record Last Update: 2002-06-03
 Spiller Name: BRIAN R
 Spiller Company: CREST CADILLAC
 Spiller Address: 717 W. GENNESEE ST

CREST CADILLAC (Continued)

U001848502

Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: BRIAN R
 Spiller Phone: (315) 422-2231
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 206086
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM *
 Remarks: *caller reporting a spill of gas that occurred in august. cleanup was preformed and ready to be removed it has already been stock piled no callback necessary.*

Material:
 Site ID: 286424
 Operable Unit ID: 831285
 Operable Unit: 01
 Material ID: 546332
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

UST:
 Id/Status: 7-105791 / Unregulated/Closed
 Program Type: PBS
 Region: STATE
 DEC Region: 7
 Expiration Date: N/A
 UTM X: 405238.25366
 UTM Y: 4767405.97599
 Site Type: Auto Service/Repair (No Gasoline Sales)
 Affiliation Records:
 Site ID: 44533
 Affiliation Type: Facility Owner
 Company Name: BRIAN G BARR & JAMES D BRADSHA
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 717 W GENESEE ST PO BOX 311
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13201-0311
 Country Code: 001
 Phone: (315) 422-2231
 Email: Not reported
 Fax Number: Not reported

CREST CADILLAC (Continued)

U001848502

Modified By: TRANSLAT
 Date Last Modified: 2004-03-04
 Site ID: 44533
 Affiliation Type: Mail Contact
 Company Name: BRIAN G BARR & JAMES D BRADSHA
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 717 W GENESEE ST PO BOX 311
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13201-0311
 Country Code: 001
 Phone: (315) 422-2231
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site ID: 44533
 Affiliation Type: On-Site Operator
 Company Name: CREST CADILLAC
 Contact Type: Not reported
 Contact Name: JAMES D BRADSHAW
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 422-2231
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Site ID: 44533
 Affiliation Type: Emergency Contact
 Company Name: BRIAN G BARR & JAMES D BRADSHA
 Contact Type: Not reported
 Contact Name: FRANK GUGULA
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 592-4405
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 001

MAP FINDINGS

CREST CADILLAC (Continued)

U001848502

Tank ID: 134071
 Tank Status: Closed Prior to Micro Conversion, 03/91
 Material Name: Closed Prior to Micro Conversion, 03/91
 Capacity Gallons: 4000
 Install Date: 09/01/1968
 Date Tank Closed: Not reported
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0001
 Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 H00 - Tank Leak Detection - None
 C00 - Pipe Location - No Piping
 D01 - Pipe Type - Steel/Carbon Steel/Iron

Tank Number: 002
 Tank ID: 134072
 Tank Status: Closed Prior to Micro Conversion, 03/91
 Material Name: Closed Prior to Micro Conversion, 03/91
 Capacity Gallons: 4000
 Install Date: 09/01/1968
 Date Tank Closed: Not reported
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0001
 Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

H00 - Tank Leak Detection - None
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 C00 - Pipe Location - No Piping
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None

MAP FINDINGS

CREST CADILLAC (Continued)

U001848502

D01 - Pipe Type - Steel/Carbon Steel/Iron

Tank Number: 003
 Tank ID: 134073
 Tank Status: Closed Prior to Micro Conversion, 03/91
 Material Name: Closed Prior to Micro Conversion, 03/91
 Capacity Gallons: 2000
 Install Date: 11/01/1970
 Date Tank Closed: Not reported
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:

A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 H00 - Tank Leak Detection - None
 C00 - Pipe Location - No Piping
 D01 - Pipe Type - Steel/Carbon Steel/Iron
 J02 - Dispenser - Suction Dispenser

91 FORMER DOT NY LTANKS S102619435
 WSW VAN RESSELAER STREET N/A
 1/4-1/2 SYRACUSE, NY
 0.414 mi.
 2188 ft.

Relative: Higher

LTANKS:

Site ID: 175481
 Spill Number/Closed Date: 9703337 / 2002-08-06
 Spill Date: 1997-06-17
 Spill Cause: Tank Failure
 Spill Source: Unknown
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1997-06-17
 CID: 369
 Water Affected: Not reported
 Spill Notifier: Local Agency
 Last Inspection: Not reported

MAP FINDINGS

FORMER DOT (Continued)

S102619435

Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered in Computer: 1997-06-17
 Spill Record Last Update: 2002-08-06
 Spiller Name: MIKE HOLLIDAY
 Spiller Company: FORMER DOT
 Spiller Address: VAN RENSSELAER ST
 Spiller City, St, Zip: SYRACUSE, ZZ 001
 Spiller Contact: MIKE HOLLIDAY
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 216292
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM INSPECTION REVEALED MINOR CONTAMINATION, 1-2 YD3. NO REPRIT SUBMITTED*
 Remarks: *DEC ALREADY ON SCENE FOR ADVISEMENT*

Material:

Tank Test:

V92 INFINITY OF SYRACUSE NY LTANKS S106006438
 SW 736 WEST GENESEE ST NY Spills N/A
 1/4-1/2 SYRACUSE, NY
 0.417 mi.
 2201 ft. Site 2 of 2 in cluster V

Relative: Higher

LTANKS:
 Site ID: 200929
 Spill Number/Closed Date: 9905600 / 1990-01-24
 Spill Date: 1989-09-07
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Not reported
 Cleanup Ceased: 1990-01-24
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: GREGG
 Referred To: Not reported
 Reported to Dept: 1989-09-07
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered in Computer: 1989-09-09
 Spill Record Last Update: 1996-01-03
 Spiller Name: Not reported
 Spiller Company: FORMER BOB TURNER OLDS
 Spiller Address: 736 W GENESEE ST
 Spiller City, St, Zip: SYRACUSE, NY

MAP FINDINGS

INFINITY OF SYRACUSE (Continued)

S106006438

Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 101977
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG*
 Remarks: **TWO TANKS DISCOVERED IN THE PROCESS OF TAKING OUT A TANK. TANKS WERE CLEANED AND THEN FILLED IN PLACE, DUE TO LOCATION IN REGARDS TO THE STRUCTURE.**

Material:

Site ID: 200929
 Operable Unit ID: 930805
 Operable Unit: 01
 Material ID: 446018
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Pounds
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:

Facility ID: 0204932
 Facility Type: ER
 DER Facility ID: 101977
 Site ID: 117219
 DEC Region: 7
 Spill Date: 2002-08-09
 Spill Number/Closed Date: 0204932 / 2003-10-31
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2002-08-09
 CID: 396
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 2002-08-09

INFINITY OF SYRACUSE (Continued)

S106006438

Spill Record Last Update: 2003-10-31
 Spiller Name: Not reported
 Spiller Company: SAME
 Spiller Address: Not reported
 Spiller City, St, Zip: NY
 Spiller Company: 999
 Contact Name: ARTHUR BIGSBY
 Contact Phone: (315) 471-5890
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM IUTRE WORK MAY BE REQUIRED, REPORT DUE*
 Remarks: *subsurface investigation...abandon hyd lifts.*

Material:
 Site ID: 117219
 Operable Unit ID: 856227
 Operable Unit: 01
 Material ID: 519151
 Material Code: 0010
 Material Name: hydraulic oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:
 Site ID: 117219
 Spill Tank Test: 1527369
 Tank Number: Not reported
 Tank Size: 0
 Test Method: 00
 Leak Rate: .00
 Gross Fail: Not reported
 Modified By: Spills
 Last Modified: Not reported
 Test Method: Unknown

93 ST JOSEPH'S HOSPITAL HEALTH CENTER
 ESE 301 PROSPECT AVE
 1/4-1/2 SYRACUSE, NY 13203
 0.434 mi.
 2293 ft.
 Relative:
 Higher
 Actual:
 475 ft.

RCRA-LQG 1000265652
 NY LTANKS NYD071597637
 NY CBS
 NY CBS AST
 NY HIST UST
 NY Spills
 ICIS
 FINDS
 NY AIRS
 NY MANIFEST
 ECHO

RCRA-LQG:
 Date form received by agency: 12/01/2014
 Facility name: ST JOSEPHS HOSPITAL HEALTH CENTER
 Facility address: 301 PROSPECT AVE
 SYRACUSE, NY 13203
 EPA ID: NYD071597637

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Mailing address: PROSPECT AVE
 SYRACUSE, NY 13203
 Contact: RICHARD L LAW
 Contact address: SCHUYLER RD
 EAST SYRACUSE, NY 13057
 Contact country: US
 Contact telephone: (315) 437-5906
 Telephone ext.: 1
 Contact email: RLAW@RH-LAWINC.COM
 EPA Region: 02
 Land type: Private
 Classification: Large Quantity Generator
 Description: Handler: generates 1,000 kg or more of hazardous waste during any calendar month; or generates more than 1 kg of acutely hazardous waste during any calendar month; or generates more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month; or generates 1 kg or less of acutely hazardous waste during any calendar month, and accumulates more than 1 kg of acutely hazardous waste at any time; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates more than 100 kg of that material at any time

Owner/Operator Summary:
 Owner/operator name: SISTERS OF THE THIRD FRANCISCAN ORDER
 Owner/operator address: NOT REQUIRED
 Owner/operator country: NOT REQUIRED, WY 99999
 Owner/operator telephone: Not reported
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Owner/operator name: ST JOSEPHS HOSPITAL HEALTH CTR
 Owner/operator address: PROSPECT AVE
 SYRACUSE, NY 13203
 Owner/operator country: US
 Owner/operator telephone: (315) 448-5800
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 01/01/1900
 Owner/Op end date: Not reported

Owner/operator name: ST JOSEPHS HOSPITAL HEALTH CTR
 Owner/operator address: PROSPECT AVE
 SYRACUSE, NY 13203
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 01/01/1900
 Owner/Op end date: Not reported

Owner/operator name: EDWARD GRABOWSKI

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Owner/operator address: Not reported
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 12/08/2009
 Owner/Op end date: Not reported

Owner/operator name: ST JOSEPHS HOSPITAL HEALTH CENTER
 Owner/operator address: PROSPECT AVE
 SYRACUSE, 13203
 Owner/operator country: US
 Owner/operator telephone: (315) 448-5111
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 12/08/2009
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: Yes
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Universal Waste Summary:
 Waste type: Batteries
 Accumulated waste on-site: Yes
 Generated waste on-site: Not reported
 Waste type: Lamps
 Accumulated waste on-site: Yes
 Generated waste on-site: Not reported
 Waste type: Thermostats
 Accumulated waste on-site: Yes
 Generated waste on-site: Not reported
 Waste type: Batteries
 Accumulated waste on-site: Yes
 Generated waste on-site: Not reported
 Waste type: Lamps
 Accumulated waste on-site: Yes
 Generated waste on-site: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Waste type: Thermostats
 Accumulated waste on-site: Yes
 Generated waste on-site: Not reported
 Waste code: P075
 Waste name: NICOTINE, & SALTS (OR) PYRIDINE, 3-(1-METHYL-2-PYRROLIDINYL)-(S), & SALTS
 Waste code: P081
 Waste name: 1,2,3-PROPANETRIOL, TRINITRATE (R) (OR) NITROGLYCERINE (R)
 Waste code: B007
 Waste name: B007

Historical Generators:
 Date form received by agency: 03/25/2014
 Site name: ST JOSEPHS HOSPITAL HEALTH CTR
 Classification: Large Quantity Generator

Waste code: D001
 Waste name: IGNITABLE WASTE
 Waste code: D002
 Waste name: CORROSIVE WASTE
 Waste code: D009
 Waste name: MERCURY
 Waste code: P075
 Waste name: NICOTINE, & SALTS (OR) PYRIDINE, 3-(1-METHYL-2-PYRROLIDINYL)-(S), & SALTS
 Waste code: P081
 Waste name: 1,2,3-PROPANETRIOL, TRINITRATE (R) (OR) NITROGLYCERINE (R)
 Waste code: U002
 Waste name: 2-PROPANONE (I) (OR) ACETONE (I)
 Waste code: U010
 Waste name: AZIRINO [2',3'-3,4]PYRROLO[1,2-A]INDOLE-4,7-DIONE, 6-AMINO-8-[[[AMINOCARBONYLOXY]METHYL]-1,1A,2,8,8B-HEXAHYDRO-8A-MET OXY-5-METHYL-, [1AS-(1AALPHA, 8BETA, 8ALPHA, 8BETA)]-(OR) MITOMYCIN C
 Waste code: U058
 Waste name: 2H-1,3,2-OXAZAPHOSPHORIN-2-AMINE, N,N-BIS(2-CHLOROETHYL)TETRAHYDRO-, 2-OXIDE (OR) CYCLOPHOSPHAMIDE
 Waste code: U188
 Waste name: PHENOL
 Waste code: U239
 Waste name: BENZENE, DIMETHYL-, (1-T) (OR) XYLENE (I)

Date form received by agency: 01/01/2007
 Site name: ST JOSEPHS HOSPITAL HEALTH CTR
 Classification: Small Quantity Generator

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Date form received by agency: 01/10/2006
 Site name: ST JOSEPH'S HOSPITAL HEALTH CTR
 Classification: Small Quantity Generator
 Date form received by agency: 07/14/1999
 Site name: ST JOSEPH'S HOSPITAL HEALTH CTR
 Classification: Small Quantity Generator
 Date form received by agency: 08/28/1989
 Site name: ST JOSEPH'S HOSPITAL HEALTH CTR
 Classification: Large Quantity Generator
 Waste code: X002
 Waste name: POLYCHLORINATED BIPHENOLS (PCBs)

Facility Has Received Notices of Violations:

Regulation violated: Not reported
 Area of violation: LDR - General
 Date violation determined: 04/20/2015
 Date achieved compliance: 09/01/2015
 Violation lead agency: State
 Enforcement action: WRITTEN INFORMAL
 Enforcement action date: 04/24/2015
 Enf. disposition status: Not reported
 Enf. disp. status date: Not reported
 Enforcement lead agency: State
 Proposed penalty amount: Not reported
 Final penalty amount: Not reported
 Paid penalty amount: Not reported
 Regulation violated: Not reported
 Area of violation: State Statute or Regulation
 Date violation determined: 04/20/2015
 Date achieved compliance: 09/01/2015
 Violation lead agency: State
 Enforcement action: WRITTEN INFORMAL
 Enforcement action date: 04/24/2015
 Enf. disposition status: Not reported
 Enf. disp. status date: Not reported
 Enforcement lead agency: State
 Proposed penalty amount: Not reported
 Final penalty amount: Not reported
 Paid penalty amount: Not reported
 Regulation violated: Not reported
 Area of violation: Generators - Pre-transport
 Date violation determined: 04/20/2015
 Date achieved compliance: 09/01/2015
 Violation lead agency: State
 Enforcement action: WRITTEN INFORMAL
 Enforcement action date: 04/24/2015
 Enf. disposition status: Not reported
 Enf. disp. status date: Not reported
 Enforcement lead agency: State
 Proposed penalty amount: Not reported
 Final penalty amount: Not reported
 Paid penalty amount: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Regulation violated: Not reported
 Area of violation: Universal Waste - Small Quantity Handlers
 Date violation determined: 08/12/2011
 Date achieved compliance: 09/08/2011
 Violation lead agency: State
 Enforcement action: WRITTEN INFORMAL
 Enforcement action date: 08/25/2011
 Enf. disposition status: Action Satisfied (Case Closed)
 Enf. disp. status date: 09/08/2011
 Enforcement lead agency: State
 Proposed penalty amount: Not reported
 Final penalty amount: Not reported
 Paid penalty amount: Not reported

Regulation violated: SR - 372.2(a)(8)(i)(a)(2)
 Area of violation: Generators - General
 Date violation determined: 12/29/2004
 Date achieved compliance: 02/03/2005
 Violation lead agency: State
 Enforcement action: WRITTEN INFORMAL
 Enforcement action date: 01/06/2005
 Enf. disposition status: Not reported
 Enf. disp. status date: Not reported
 Enforcement lead agency: State
 Proposed penalty amount: Not reported
 Final penalty amount: Not reported
 Paid penalty amount: Not reported

Regulation violated: SR - 376.1(g)(1)
 Area of violation: Generators - General
 Date violation determined: 12/29/2004
 Date achieved compliance: 02/03/2005
 Violation lead agency: State
 Enforcement action: WRITTEN INFORMAL
 Enforcement action date: 01/06/2005
 Enf. disposition status: Not reported
 Enf. disp. status date: Not reported
 Enforcement lead agency: State
 Proposed penalty amount: Not reported
 Final penalty amount: Not reported
 Paid penalty amount: Not reported

Evaluation Action Summary:

Evaluation date: 04/20/2015
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: LDR - General
 Date achieved compliance: 09/01/2015
 Evaluation lead agency: State
 Evaluation date: 04/20/2015
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: State Statute or Regulation
 Date achieved compliance: 09/01/2015
 Evaluation lead agency: State
 Evaluation date: 04/20/2015
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Area of violation: Generators - Pre-transport
 Date achieved compliance: 09/01/2015
 Evaluation lead agency: State
 Evaluation date: 08/12/2011
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Universal Waste - Small Quantity Handlers
 Date achieved compliance: 09/08/2011
 Evaluation lead agency: State
 Evaluation date: 12/29/2004
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Generators - General
 Date achieved compliance: 02/03/2005
 Evaluation lead agency: State
 Evaluation date: 08/24/2001
 Evaluation: NON-FINANCIAL RECORD REVIEW
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: EPA

LTANKS:

Site ID: 448703
 Spill Number/Closed Date: 1101254 / 2012-12-10
 Spill Date: 2011-05-03
 Spill Cause: Tank Test Failure
 Spill Source: Institutional, Educational, Gov., Other
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: 2012-12-10
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: KCKEMP
 Referred To: Not reported
 Reported to Dept: 2011-05-03
 CID: Not reported
 Water Affected: NONE
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 2011-05-03
 Spill Record Last Update: 2012-12-10
 Spiller Name: Not reported
 Spiller Company: ST JOSEPH'S HOSPITAL
 Spiller Address: 301 PROSPECT AVE
 Spiller City, St, Zip: SYRACUSE, NY 13208
 Spiller County: 999
 Spiller Contact: DAN
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 403314
 DEC Memo: *Believed to be Tank 700 - 20k #2 fuel oil UST. Repeated instances of water in interstitial at various levels or empty. Appears to fluctuate directly proportional to local precip trends. Pressure test

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

on interstitial indicates 1 psi loss over approx 15 minutes and total pressure loss after 2 hours. Tank to be emptied. 9/29/2011 - Tank removed and replaced. See 1107675
 Remarks: *INTERSTITIAL RISER FAILURE.*

Material:

Site ID: 448703
 Operable Unit ID: 1198932
 Operable Unit: 01
 Material ID: 2195269
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Site ID: 448703
 Spill Tank Test: 2490426
 Tank Number: 700
 Tank Size: 20000
 Test Method: 14
 Leak Rate: .00
 Gross Fail: F
 Modified By: KCKEMP
 Last Modified: Not reported
 Test Method: VacuTest

Site ID: 489373
 Spill Number/Closed Date: 1308622 / 2014-01-08
 Spill Date: 2013-11-25
 Spill Cause: Tank Test Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: 2014-01-08
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: KCKEMP
 Referred To: Not reported
 Reported to Dept: 2013-11-25
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: 2013-11-25
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 2013-11-25
 Spill Record Last Update: 2014-03-31
 Spiller Name: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Spiller Company: UNKNOWN
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller County: 999
 Spiller Contact: DAN SORBER
 Spiller Phone: 3159520692
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 44167
 DEC Memo: **11/25/2013 - Tank G607U failed CP test. Tank G607U previously identified as overdue for annual NYS DEC CP testing during 11/15/2013 PBS inspection. per Lift Safe / Fuel Safe, highest CP values are -0.5 mVish (less than passing threshold of -0.850 mV), and St. Joseph's will most likely remove tank rather than repair CP system. Tank tightness test required by Part 613.5(b)(2) to be performed next week. KCKemp 1/8/2014 - Tank to be replaced week of 1/13/2014 by Lift Safe Fuel Safe. Consent order issued for PBS 7-140309. 3/31/2014 - Closure report received and filed. Spill closed. KCKemp

Remarks:

Material:
 Site ID: 489373
 Operable Unit ID: 1238953
 Operable Unit: 01
 Material ID: 2238916
 Material Code: 0008
 Material Name: diesel
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: Not reported
 Units: Not reported
 Recovered: Not reported
 Resource Affected: Not reported
 Oxygenate: Not reported
 Site ID: 489373
 Operable Unit ID: 1238953
 Operable Unit: 01
 Material ID: 2238910
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: Not reported
 Units: Not reported
 Recovered: Not reported
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Site ID: 489373
 Spill Tank Test: 2494755
 Tank Number: G607U
 Tank Size: 600
 Test Method: 21
 Leak Rate: .00
 Gross Fail: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Modified By: KCKEMP
 Last Modified: Not reported
 Test Method: Horner EYZ3/EZY3 Locator Plus
 CBS:
 CBS Number: 7-000231
 Program Type: CBS
 Facility Status: Unregulated/Closed
 Expiration Date: Not reported
 Dec Region: 7
 UTMX: 406368.53955
 UTM Y: 4767642.71592

CBS AST:

CBS Number: 7-000231
 ICS Number: Not reported
 PBS Number: Not reported
 MOSF Number: Not reported
 SPDES Number: Not reported
 Facility Status: IN SERVICE
 Facility Type: I
 Telephone: (315) 448-5843
 Facility Town: SYRACUSE (C)
 Region: STATE
 Expiration Date: 06/05/2002
 Total Capacity of All Active Tanks(gal): 3000
 Operator: JON LONEY
 Emergency Contact: KEVIN FLEGAL
 Emergency Phone: (315) 448-5842
 Owner Name: ST. JOSEPH'S HOSPITAL HEALTH CENTER
 Owner Address: 301 PROSPECT AVENUE
 Owner City,St,Zip: SYRACUSE, NY 13203
 Owner Telephone: (315) 448-5111
 Owner Type: Corporate/Commercial
 Owner Sub Type: Not reported
 Mail Name: ST. JOSEPH'S HOSPITAL HEALTH CENTER
 Mail Contact Addr: 301 PROSPECT AVENUE
 Mail Contact Addr2: Not reported
 Mail Contact Contact: KEVIN FLEGAL
 Mail Contact City,St,Zip: SYRACUSE, NY 13203
 Mail Phone: (315) 448-5842

Tank Id: 1
 CAS Number: 1310732
 Federal ID: Not reported
 Tank Status: In Service
 Install Date: 06/92
 Tank Closed: Not reported
 Capacity (Gal): 3000
 Chemical: Sodium hydroxide
 Tank Location: Indoors, Aboveground
 Tank Type: Fiberglass coated steel
 Total Tanks: 1
 Tank Secret: False
 Tank Secondary Containment: 01

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Tank Error Status: No Missing Data
 Date Entered: 06/02/1992
 Certified Date: 03/24/2000
 Substances: Single Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: None, None
 Pipe Location: Aboveground
 Pipe Type: Unknown
 Pipe Internal: None
 Pipe External: 00
 Pipe Flag: 00
 Leak Detection: 00
 Overfill Protection: 09
 Haz Percent: 20
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: Not reported
 Is Updated: False
 Renew Date: / /
 Is It There: False
 Delinquent: False
 Date Expired: 06/05/94
 Owner Mark: 1
 Certificate Needs to be Printed: False
 Fiscal Amt for Registration Fee Correct: True
 Renewal Has Been Printed for Facility: True
 Pre-Printed Renewal App Last Printed: 03/01/2000

HIST UST:

PBS Number: 7-140309
 SPDES Number: Not reported
 Emergency Contact: KEVIN FLEGAL
 Emergency Telephone: (315) 448-5842
 Operator: KEVIN FLEGAL
 Operator Telephone: (315) 448-5842
 Owner Name: ST. JOSEPH'S HOSPITAL & HEALTH CENTER
 Owner Address: 301 PROSPECT AVE.
 Owner City,St,Zip: SYRACUSE, NY 13203
 Owner Telephone: (315) 448-5111
 Owner Type: Corporate/Commercial
 Owner Subtype: Not reported
 Mailing Name: ST. JOSEPH'S HOSPITAL & HEALTH CENTER
 Mailing Address: 301 PROSPECT AVE.
 Mailing Address 2: Not reported
 Mailing City,St,Zip: SYRACUSE, NY 13203
 Mailing Contact: KEVIN FLEGAL
 Mailing Telephone: (315) 448-5111
 Owner Mark: First Owner
 Facility Status: 1 - Active PBS facility, i.e. total capacity of the PBS tanks is greater than 1,100 gallons, regardless if Subpart 360-14 tanks exist or not at the facility.
 Facility Addr2: Not reported
 SWIS ID: 3115
 Old PBS Number: Not reported
 Facility Type: OTHER
 Inspected Date: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Inspector: Not reported
 Inspection Result: Not reported
 Federal ID: Not reported
 Certification Flag: False
 Certification Date: 10/14/1999
 Expiration Date: 06/05/2002
 Renewal Flag: False
 Renewal Date: Not reported
 Total Capacity: 5500
 FAIMT: True
 Facility Screen: No Missing Data
 Owner Screen: No Missing Data
 Tank Screen: No Missing Data
 Dead Letter: False
 CBS Number: Not reported
 Town or City: SYRACUSE (C)
 County Code: 31
 Town or City: 15
 Region: 7

Tank Id: 1000
 Tank Location: UNDERGROUND
 Tank Status: Closed-in Place
 Install Date: Not reported
 Capacity (gals): 500
 Product Stored: USED OIL
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: None
 Pipe Location: Underground
 Pipe Type: GALVANIZED STEEL
 Pipe Internal: None
 Pipe External: None
 Second Containment: None
 Leak Detection: None
 Overfill Prot: None
 Dispenser: Not reported
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: 09/01/1999
 Test Method: Not reported
 Deleted: False
 Updated: True
 Lat/long: Not reported

SPILLS:

Facility ID: 1505295
 Facility Type: ER
 DER Facility ID: 148598
 Site ID: 512652
 DEC Region: 7
 Spill Date: 2015-08-17
 Spill Number/Closed Date: 1505295 / 2015-10-27
 Spill Cause: Other
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

SWIS: 3415
Investigator: DGMILLER
Referred To: Not reported
Reported to Dept: 2015-08-17
CID: Not reported
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: Not reported
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2015-08-17
Spill Record Last Update: 2015-10-27
Spiller Name: Not reported
Spiller Company: ST JOSEPH'S HOSPITAL
Spiller Address: Not reported
Spiller City,St,Zip: NY
Spiller Company: 999
Contact Name: LUCAS TABOLT
Contact Phone: (315) 457-5200 1534
DEC Memo: "Contaminated soil excavated and staged under poly. Lucas Tabolt from Barton and Loguidice sent out samples (8260,8270,cp51). Lab data for stockpile and material ok. Decood. Disposed of at Seneca Meadow Landfill on 10/2/15."
Remarks: "Caller advised during excavation found a clay tile pipe and when open smelled unknown type oil. Clean up is pending."

Material:
Site ID: 512652
Operable Unit ID: 1261905
Operable Unit: 01
Material ID: 2265387
Material Code: 0069A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: Not reported
Units: Not reported
Recovered: Not reported
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

Facility ID: 1410699
Facility Type: ER
DER Facility ID: 459282
Site ID: 504401
DEC Region: 7
Spill Date: 2015-02-04
Spill Number/Closed Date: 1410699 / 2015-02-05
Spill Cause: Equipment Failure
Spill Class: Possible release with minimal potential for fire or hazard or Known

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
SWIS: 3415
Investigator: KACAHILL
Referred To: Not reported
Reported to Dept: 2015-02-04
CID: Not reported
Water Affected: Not reported
Spill Source: Institutional, Educational, Gov., Other
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2015-02-04
Spill Record Last Update: 2015-02-05
Spiller Name: Not reported
Spiller Company: PROPERTY OWNER
Spiller Address: Not reported
Spiller City,St,Zip: NY
Spiller Company: 999
Contact Name: DAN MURPHY
Contact Phone: 3155327408
DEC Memo: "02/05 0005 hours Spoke with OpTech. They onsite conducting cleanup. Spill to floor only."
Remarks: "GENERATOR FAILURE, SPILL IN BASEMENT, FINISHED CONCRETE FLOOR. CLEAN UP IN PROGRESS"

Material:
Site ID: 504401
Operable Unit ID: 1253748
Operable Unit: 01
Material ID: 2256060
Material Code: 0008
Material Name: diesel
Case No.: Not reported
Material FA: Petroleum
Quantity: 20.00
Units: Gallons
Recovered: 20.00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

Facility ID: 1101779
Facility Type: ER
DER Facility ID: 403850
Site ID: 449255
DEC Region: 7
Spill Date: 2011-05-17
Spill Number/Closed Date: 1101779 / 2011-05-17
Spill Cause: Equipment Failure
Spill Class: Possible release with minimal potential for fire or hazard or Known

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
SWIS: 3415
Investigator: KCMEMP
Referred To: Not reported
Reported to Dept: 2011-05-17
CID: Not reported
Water Affected: Not reported
Spill Source: Commercial Vehicle
Spill Notifier: Responsible Party
Cleanup Ceased: 2011-05-17
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2011-05-17
Spill Record Last Update: 2011-05-17
Spiller Name: FEHER RUBBISH REMOVAL
Spiller Company: FEHER RUBBISH REMOVAL
Spiller Address: STATE FAIR BLVD
Spiller City,St,Zip: SYRACUSE, NY 13204
Spiller Company: 999
Contact Name: FEHER RUBBISH REMOVAL
Contact Phone: (315) 422-0715
DEC Memo: "25 gallons non-PCB hydraulic oil spilled to blacktop when hydraulic line burst on Feher Rubbish Removal Truck emptying dumpster at St Joseph's Hospital. Spill cleaned by Feher personnel."
Remarks: "Broken line spilled onto blacktop and has been contained. Cleanup crew from the caller's company enroute. No resources affected. 17.26 - Caller reports the amount to be more in the range of 25 gallons."

Material:
Site ID: 449255
Operable Unit ID: 1199469
Operable Unit: 01
Material ID: 2195840
Material Code: 0010
Material Name: hydraulic oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 25.00
Units: Gallons
Recovered: 25.00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

Facility ID: 0913682
Facility Type: ER
DER Facility ID: 148598
Site ID: 426640
DEC Region: 7
Spill Date: 2010-03-25
Spill Number/Closed Date: 0913682 / 2010-07-14

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Equipment Failure
Spill Cause: Equipment Failure
Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
SWIS: 3415
Investigator: MUROMOCK
Referred To: Not reported
Reported to Dept: 2010-03-25
CID: Not reported
Water Affected: Not reported
Spill Source: Institutional, Educational, Gov., Other
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2010-03-25
Spill Record Last Update: 2010-07-14
Spiller Name: MATT ALJWAE
Spiller Company: ST JOSEPH'S HOSPITAL
Spiller Address: 301 PROSPECT AVE
Spiller City,St,Zip: SYRACUSE, NY 13203
Spiller Company: 999
Contact Name: DAN SORBER
Contact Phone: (315) 952-0692
DEC Memo: "03/25/10 - Called Dan Sorber. His company cleaned up spill. An investigation is ongoing to determine why the spill occurred. Contact at St. Joe's is Alan Spever, 423-4980, 3/26/10 - Met with Al Spever. Some cleanup has been done. Hospital to investigate the cause of the spill. Report of incident to be sent by Hospital."
Remarks: "DAY TANK WAS OVERFILLED WHICH RESULTED IN A SPILL OF 15 GALLONS TO CONCRETE CLEAN UP PENDING."

Material:
Site ID: 426640
Operable Unit ID: 1182316
Operable Unit: 01
Material ID: 2176477
Material Code: 0008
Material Name: diesel
Case No.: Not reported
Material FA: Petroleum
Quantity: 15.00
Units: Gallons
Recovered: 15.00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

Facility ID: 0260063
Facility Type: ER
DER Facility ID: 148598
Site ID: 102882
DEC Region: 7

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Spill Date: 2002-12-03
 Spill Number/Closed Date: 0260063 / 2003-10-31
 Spill Cause: Human Error
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2002-12-03
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Institutional, Educational, Gov., Other
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2002-12-03
 Spill Record Last Update: 2003-10-31
 Spiller Name: Not reported
 Spiller Company: SAME
 Spiller Address: Not reported
 Spiller City, ST, Zip: NY 999
 Spiller Company: JIM MERCIER
 Contact Name: (315) 448-8318
 Contact Phone:
 DEC Memo: "Prior to Sept. 2004 data translation this spill Lead_DEC Field was CM REPORT FORWRDED TO DIV. OF AIR AS WELL."
 Remarks: "SEWER BACKED UP. SUSPECT SOME TYPE ALCOHOL OR PETROLEUM BASE PRODUCT CAUSED A STRONG ODOR TO IMMINATED FROM SANITARY DRAIN. ODOR LASTED ABOUT 30 MINUTES AND THEN IT DISSIPATED. DRAIN IS AT GRADE LEVEL."

Material:

Site ID: 102882
 Operable Unit ID: 864762
 Operable Unit: 01
 Material ID: 510125
 Material Code: 0065A
 Material Name: unknown non-petro/oh-n-haz material
 Case No.: Not reported
 Material FA: Other
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Click this hyperlink while viewing on your computer to access additional NY_SPILL: detail in the EDR Site Report.

ICIS:

Enforcement Action ID: 02-2004-0848

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

FRS ID: 110001600688
 Program ID: FIS 7-3115-00144
 Action Name: ST. JOSEPH'S HOSPITAL HEALTH CENTER
 Full Address: 301 PROSPECT AVE SYRACUSE NY 132031898
 State: New York
 Facility Name: ST JOSEPH'S HOSPITAL HEALTH CENTER
 Facility Address: 301 PROSPECT AVE SYRACUSE, NY 132031898
 Enforcement Action Type: RCRA 3008A AO For Comp And/Or Penalty
 Facility County: ONONDAGA
 EPA Region #: 2

Enforcement Action ID: 02-2004-0848
 FRS ID: 110001600688
 Program ID: RCRAINFO NYD071597637
 Action Name: ST. JOSEPH'S HOSPITAL HEALTH CENTER
 Full Address: 301 PROSPECT AVE SYRACUSE NY 132031898
 State: New York
 Facility Name: ST JOSEPH'S HOSPITAL HEALTH CENTER
 Facility Address: 301 PROSPECT AVE SYRACUSE, NY 132031898
 Enforcement Action Type: RCRA 3008A AO For Comp And/Or Penalty
 Facility County: ONONDAGA
 EPA Region #: 2

Enforcement Action ID: 02-2004-0848
 FRS ID: 110001600688
 Program ID: NEI NEINY17033
 Action Name: ST. JOSEPH'S HOSPITAL HEALTH CENTER
 Full Address: 301 PROSPECT AVE SYRACUSE NY 132031898
 State: New York
 Facility Name: ST JOSEPH'S HOSPITAL HEALTH CENTER
 Facility Address: 301 PROSPECT AVE SYRACUSE, NY 132031898
 Enforcement Action Type: RCRA 3008A AO For Comp And/Or Penalty
 Facility County: ONONDAGA
 EPA Region #: 2

Enforcement Action ID: 02-2004-0848
 FRS ID: 110001600688
 Program ID: FRS 110001600688
 Action Name: ST. JOSEPH'S HOSPITAL HEALTH CENTER
 Full Address: 301 PROSPECT AVE SYRACUSE NY 132031898
 State: New York
 Facility Name: ST JOSEPH'S HOSPITAL HEALTH CENTER
 Facility Address: 301 PROSPECT AVE SYRACUSE, NY 132031898
 Enforcement Action Type: RCRA 3008A AO For Comp And/Or Penalty
 Facility County: ONONDAGA
 EPA Region #: 2

Program ID: FIS 7-3115-00144
 Facility Name: ST JOSEPH'S HOSPITAL HEALTH CENTER
 Address: 301 PROSPECT AVE
 Tribal Indicator: N
 Fed Facility: No

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

NAIC Code: Not reported
 SIC Code: 8062
 Program ID: FRS 110001600688
 Facility Name: ST JOSEPH'S HOSPITAL HEALTH CENTER
 Address: 301 PROSPECT AVE
 Tribal Indicator: N
 Fed Facility: No
 NAIC Code: Not reported
 SIC Code: 8062
 Program ID: NEI NEINY17033
 Facility Name: ST JOSEPH'S HOSPITAL HEALTH CENTER
 Address: 301 PROSPECT AVE
 Tribal Indicator: N
 Fed Facility: No
 NAIC Code: Not reported
 SIC Code: 8062
 Program ID: RCRAINFO NYD071597637
 Facility Name: ST JOSEPH'S HOSPITAL HEALTH CENTER
 Address: 301 PROSPECT AVE
 Tribal Indicator: N
 Fed Facility: No
 NAIC Code: Not reported
 SIC Code: 8062

FINDS:

Registry ID: 110001600688

Environmental Interest/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

FIS (New York - Facility Information System) is New York's Department of Environmental Conservation (DEC) information system for tracking environmental facility information found across the State.

HAZARDOUS WASTE BIENNIAL REPORTER

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and its Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

AIRS:

Permit Type: ATV
 Permit Status: Expired
 Issue Date: 03/30/1999
 Expiration Date: 01/17/2002
 County Fips: Not reported
 DEC Id: 7311500144
 Emission Unit Id: Not reported
 Process Id: Not reported
 Contaminant Name/cas: Not reported
 Epa Control Code: Not reported
 Control Eff: Not reported
 Emissions: Not reported
 Unit: Not reported
 Auth Type Code: Not reported

NY MANIFEST:

Country: USA
 EPA ID: NYD071597637
 Facility Status: Not reported
 Location Address 1: 301 PROSPECT AVE
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13203
 Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYD071597637
 Mailing Name: SAINT JOSEPH'S HOSPITAL
 Mailing Contact: RITA ROMANO
 Mailing Address 1: 301 PROSPECT AVENUE
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13203
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154486098

NY MANIFEST:

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD86980753
 Trans2 State ID: Not reported
 Generator Ship Date: 06/24/2013
 Trans1 Recv Date: 06/24/2013
 Trans2 Recv Date: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

TSD Site Recv Date: 07/10/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD071597637
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD# ID 1: PAD067098822
 TSD# ID 2: Not reported
 Manifest Tracking Number: 010992726JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 10
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 06/24/2013
 Trans1 Recv Date: 06/24/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/10/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD071597637
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD# ID 1: PAD067098822
 TSD# ID 2: Not reported
 Manifest Tracking Number: 010992726JJK

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 5
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 06/24/2013
 Trans1 Recv Date: 06/24/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/10/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD071597637
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD# ID 1: PAD067098822
 TSD# ID 2: Not reported
 Manifest Tracking Number: 010992726JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 25
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1
 Waste Code: D002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 06/24/2013
 Trans1 Recv Date: 06/24/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/10/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD071597637
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD# ID 1: PAD067098822
 TSD# ID 2: Not reported
 Manifest Tracking Number: 010992726JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 50

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 06/24/2013
 Trans1 Recv Date: 06/24/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/10/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD071597637
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD# ID 1: PAD067098822
 TSD# ID 2: Not reported
 Manifest Tracking Number: 010992726JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 50
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1
 Waste Code: D009
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2013
Trans1 State ID: NYD986980753
Trans2 State ID: Not reported
Generator Ship Date: 06/24/2013
Trans1 Recv Date: 06/24/2013
Trans2 Recv Date: Not reported
TSD Site Recv Date: 07/10/2013
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD071597637
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: PAD067098822
TSD ID 2: Not reported
Manifest Tracking Number: 010992726JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 25
Units: P - Pounds
Number of Containers: 1
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 1
Waste Code: D009
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2013
Trans1 State ID: NYD986980753
Trans2 State ID: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Generator Ship Date: 06/24/2013
Trans1 Recv Date: 06/24/2013
Trans2 Recv Date: Not reported
TSD Site Recv Date: 07/10/2013
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD071597637
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: PAD067098822
TSD ID 2: Not reported
Manifest Tracking Number: 010992726JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 20
Units: P - Pounds
Number of Containers: 1
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: L Landfill.
Specific Gravity: 1
Waste Code: P075
Waste Code 1_2: P081
Waste Code 1_3: U010
Waste Code 1_4: U058
Waste Code 1_5: U188
Waste Code 1_6: D026

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2013
Trans1 State ID: NYD986980753
Trans2 State ID: Not reported
Generator Ship Date: 06/24/2013
Trans1 Recv Date: 06/24/2013
Trans2 Recv Date: Not reported
TSD Site Recv Date: 07/10/2013
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD071597637
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

TSD ID 1: PAD067098822
TSD ID 2: Not reported
Manifest Tracking Number: 010992726JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 100
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 2
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1
Waste Code: U002
Waste Code 1_2: U239
Waste Code 1_3: D001
Waste Code 1_4: F003
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2013
Trans1 State ID: NYD986980753
Trans2 State ID: Not reported
Generator Ship Date: 06/24/2013
Trans1 Recv Date: 06/24/2013
Trans2 Recv Date: Not reported
TSD Site Recv Date: 07/10/2013
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD071597637
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: PAD067098822
TSD ID 2: Not reported
Manifest Tracking Number: 010992726JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 50
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1
Waste Code: U188
Waste Code 1_2: D001
Waste Code 1_3: D002
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: NYD986980753
Trans2 State ID: NJ000027133
Generator Ship Date: 01/31/2012
Trans1 Recv Date: 01/31/2012
Trans2 Recv Date: 02/03/2012
TSD Site Recv Date: 02/10/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD071597637
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NJD002200046
TSD ID 2: Not reported
Manifest Tracking Number: 000628466JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: Y
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Waste Code: Not reported
Waste Code: Not reported
Quantity: 200.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: U058
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: NYD986980753
Trans2 State ID: NJ0000027193
Generator Ship Date: 08/27/2012
Trans1 Recv Date: 09/27/2012
Trans2 Recv Date: 09/07/2012
TSD Site Recv Date: 09/14/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD071597637
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NJD002200046
TSD ID 2: Not reported
Manifest Tracking Number: 004945997FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 55.0
Units: P - Pounds
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: P081

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Waste Code 1_2: U058
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: NYD986980753
Trans2 State ID: Not reported
Generator Ship Date: 01/27/2012
Trans1 Recv Date: 01/27/2012
Trans2 Recv Date: Not reported
TSD Site Recv Date: 02/03/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD071597637
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: PAD067098822
TSD ID 2: Not reported
Manifest Tracking Number: 000628445JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 11.0
Units: P - Pounds
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Year: 2012
Trans1 State ID: NYD986980753
Trans2 State ID: Not reported
Generator Ship Date: 01/27/2012
Trans1 Recv Date: 01/27/2012
Trans2 Recv Date: Not reported
TSD Site Recv Date: 02/03/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD071597637
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: PAD067098822
TSD ID 2: Not reported
Manifest Tracking Number: 000628445JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 2.0
Units: P - Pounds
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: D002
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: NYD986980753
Trans2 State ID: Not reported
Generator Ship Date: 01/27/2012
Trans1 Recv Date: 01/27/2012
Trans2 Recv Date: Not reported
TSD Site Recv Date: 02/03/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Generator EPA ID: NYD071597637
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: PAD067098822
TSD ID 2: Not reported
Manifest Tracking Number: 000628445JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 2.0
Units: P - Pounds
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: NYD986980753
Trans2 State ID: Not reported
Generator Ship Date: 01/27/2012
Trans1 Recv Date: 01/27/2012
Trans2 Recv Date: Not reported
TSD Site Recv Date: 02/03/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD071597637
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: PAD067098822
TSD ID 2: Not reported
Manifest Tracking Number: 000628447JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 50.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: U154
 Waste Code 1_3: Not reported
 Waste Code 1_4: U239
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2012
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 01/27/2012
 Trans1 Recv Date: 01/27/2012
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/03/2012
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD071597637
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: 000628447JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 5.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2012
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 01/27/2012
 Trans1 Recv Date: 01/27/2012
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/03/2012
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD071597637
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: 000628447JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 2.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: D002
 Waste Code 1_3: Not reported
 Waste Code 1_4: D003
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2012
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 01/27/2012
 Trans1 Recv Date: 01/27/2012
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/03/2012
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD071597637
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: 000628447JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 15.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: Not reported
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: F042
 Waste Code 1_6: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2012
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 01/27/2012
 Trans1 Recv Date: 01/27/2012
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/03/2012
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD071597637
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: 000628448JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: Y
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 2.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: L Landfill.
 Specific Gravity: 1.0
 Waste Code: D011
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2012
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 01/27/2012
 Trans1 Recv Date: 01/27/2012
 Trans2 Recv Date: Not reported

ST JOSEPH'S HOSPITAL HEALTH CENTER (Continued)

1000265652

TSD Site Rev Date: 02/03/2012
 Part A Rev Date: Not reported
 Part B Rev Date: Not reported
 Generator EPA ID: NYD071597637
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 000628450JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 20.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: D002
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Click this hyperlink while viewing on your computer to access 297 additional NY_MANIFEST: record(s) in the EDR Site Report.

ECHO:

Envid: 1000265652
 Registry ID: 110001600688
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110001600688

W94 OTISCA OIL
 East 900 NORTH MCBRIDE STREET
 1/4-1/2 SYRACUSE, NY 13208
 0.444 mi.
 2344 ft.

SEMS 1010782274
 NYN000206223

Site 1 of 2 in cluster W

Relative: SEMS:
 Higher Site ID: 206223
 EPA ID: NYN000206223
 Actual: Federal Facility: N
 448 ft. NPL: Not on the NPL
 Non NPL Status: Removal Only Site (No Site Assessment Work Needed)

Following information was gathered from the prior CERCLIS update completed in 10/2013:

Site ID: 0206223
 EPA ID: NYN000206223
 Facility County: ONONDAGA
 Short Name: OTISCA OIL
 Congressional District: 25
 IFMS ID: 02XD
 SMSA Number: Not reported
 USGC Hydro Unit: Not reported
 Federal Facility: Not a Federal Facility
 DMNSN Number: 0.00000
 Site Orphan Flag: Not reported
 RCRA ID: Not reported
 USGS Quadrangle: Not reported
 Site Init By Prog: T
 NFRAP Flag: Not reported
 Parent ID: Not reported
 RST Code: Not reported
 EPA Region: 02
 Classification: Not reported
 Site Settings Code: Not reported
 NPL Status: Not on the NPL
 DMNSN Unit Code: Not reported
 RBRAC Code: Not reported
 RResp Fed Agency Code: Not reported
 Non NPL Status: Removal Only Site (No Site Assessment Work Needed)
 Non NPL Status Date: 02/28/08
 Site Flps Code: 36067
 CC Concurrence Date: / /
 CC Concurrence FY: Not reported
 Alias EPA ID: Not reported
 Site FUDS Flag: Not reported

Alias Comments: Not reported
 Site Description: Petroleum fuels research. Brick building located in Syracuse, NY
 CERCLIS Assessment History:

Action Code: 001
 Action: POTENTIALLY RESPONSIBLE PARTY EMERGENCY REMOVAL
 Date Started: 04/01/08
 Date Completed: 04/04/08
 Priority Level: Stabilized
 Operable Unit: SITEWIDE
 Primary Responsibility: Responsible Party
 Planning Status: Not reported
 Urgency Indicator: Emergency

OTISCA OIL (Continued)

1010782274

Action Anomaly: Not reported

Action Code: 001
 Action: NON-NATIONAL PRIORITIES LIST POTENTIALLY RESPONSIBLE PARTY SEARCH
 Date Started: 04/01/08
 Date Completed: 04/04/08
 Priority Level: Search Complete, No Viable PRPs
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: REMOVAL ASSESSMENT
 Date Started: / /
 Date Completed: 07/02/08
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: REMOVAL
 Date Started: 04/01/08
 Date Completed: 09/17/08
 Priority Level: Stabilized
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Time Critical
 Action Anomaly: Not reported

95 SPILL NUMBER 0103051
 SW 763-767 WEST GENESSE ST
 1/4-1/2 SYRACUSE, NY
 0.449 mi.
 2373 ft.

NY LTANKS S105055121
 N/A

Relative: LTANKS:
 Higher Site ID: 248499
 Spill Number/Closed Date: 0103051 / 2003-10-13
 Spill Date: 2001-06-19
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. No DEC Response. No corrective action required.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 2001-06-19
 CID: 396

SPILL NUMBER 0103051 (Continued)

S105055121

Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 2001-06-19
 Spill Record Last Update: 2003-10-13
 Spiller Name: DIRK OUJEMOOL
 Spiller Company: VOYCE REVELLE
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller County: 001
 Spiller Contact: SCOTT NOSTRAND
 Spiller Phone: (315) 457-5200
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 203901
 DEC Memo: *Prior to Sept, 2004 data translation this spill LEAD_DEC Field was MN*
 Remarks: *soil is being stockpiled, due to old tanks*

Material:
 Site ID: 248499
 Operable Unit ID: 839651
 Operable Unit: 01
 Material ID: 535150
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

96 WALT SERVICE CENTER
 SSE 238 WEST GENESEE STREET
 1/4-1/2 SYRACUSE, NY
 0.461 mi.
 2432 ft.

NY LTANKS S106471638
 NY Spills N/A

Relative: LTANKS:
 Higher Site ID: 153354
 Spill Number/Closed Date: 0401571 / 2009-01-06
 Spill Date: 2004-05-13
 Spill Cause: Tank Test Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: 2004-05-21
 Cleanup Meets Standard: False
 SWIS: 3415

WALT SERVICE CENTER (Continued)

S106471638

Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 2004-05-13
 CID: 407
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 2004-05-13
 Spill Record Last Update: 2009-01-08
 Spiller Name: WALT DOOSHA
 Spiller Company: WALT SERVICE CENTER
 Spiller Address: 238 WEST GENESEE ST
 Spiller City,St,Zip: SYRACUSE, NY 13202
 Spiller County: 001
 Spiller Contact: MARK KINNEY
 Spiller Phone: (315) 952-0729
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 228865
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was
 Remarks: MN *

Material:
 Site ID: 153354
 Operable Unit ID: 883412
 Operable Unit: 01
 Material ID: 492775
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Pounds
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:

Facility ID: 9414744
 Facility Type: ER
 DER Facility ID: 228865
 Site ID: 281910
 DEC Region: 7
 Spill Date: 1995-02-09
 Spill Number/Closed Date: 9414744 / 1995-02-28
 Spill Cause: Deliberate
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. No DEC Response. No corrective action required.

WALT SERVICE CENTER (Continued)

S106471638

SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1995-02-09
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Citizen
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1995-02-13
 Spill Record Last Update: 1997-11-28
 Spiller Name: Not reported
 Spiller Company: J.P. BYRNE INC.
 Spiller Address: 238 WEST GENESEE ST.
 Spiller City,St,Zip: SYRACUSE, NY 13202
 Spiller County: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was
 Remarks: CM 09/28/95. This is additional information about material spilled from the translation of the old spill file: RELY A & B.
 IN CAB SHOP BY TIRES-EMPLOYEES DUMPING BUCKETS OF MATERIAL UNDER A STEEL GRATE IN FLOOR. MATERIAL WHEN MIXED I S USED TO FOAM-FILL TIRES

Material:
 Site ID: 281910
 Operable Unit ID: 1008249
 Operable Unit: 01
 Material ID: 373470
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Pounds
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

W97 OTISCA BUILDING NY ERP S109059093
 East 900 NORTH MCBRIDE STREET (& BUTTERNUT) N/A
 114-1/2 SYRACUSE, NY 13208
 0.464 mi.
 2450 ft. Site 2 of 2 in cluster W

Relative: Higher
 Actual: 451 ft.
 ERP:
 Site Code: 375836
 Program: ERP
 HW Code: E734109
 Site Class: N
 Class N:
 SWIS: 3415
 Region: 7
 Town: Syracuse (c)
 Acres: 0.33
 Record Added: 01/09/2007
 Record Updated: 02/19/2014
 Updated By: HDWARNER
 Site Description: The site consists of approximately 0.33 acres which includes an unoccupied three-story brick and stone building constructed in approximately 1900. The building was initially occupied by the Thomas Ryan Consumers Brewing Company from 1900 to 1924. Thereafter, various businesses used the site as a storage and trucking facility from the 1930s up until 1981, after which time Otisca Industries utilized the building for research and development of "Otisca Fuel", a petroleum fuel alternative using coal-based slurry as a primary source. A preliminary investigation conducted on behalf of the City of Syracuse revealed several 55-gallon drums containing coal/water slurry by-products along with approximately 200 gallons of laboratory chemicals. A structural survey performed on behalf of the City in the fall of 2007 concluded that the roof and one or more of the interior floors are in danger of collapse. Given these conditions and the presence of unsecured chemicals on the first floor and in the basement, the USEPA was contacted in February 2008 by the Department to perform an Emergency Removal Action. Operations were performed between May and September 2008, and included the cataloging and removal of thousands of various lab chemicals by a USEPA contractor. All chemicals of concern were removed and disposed. No further action was deemed necessary. The City of Syracuse withdrew from the ERP in the spring of 2009. No further action site is no longer an ERP.
 Env Problem: The City of Syracuse observed some roof and upper floor damage in the on-site structure in the summer of 2007 and had a structural survey conducted later that fall. The survey indicated that the structural integrity of the roof and the 3rd and 2nd floors was compromised. Given the presence of unsecured chemicals on the first floor and in the basement of the building, the matter was referred to the USEPA in February 2008 for an Emergency Removal Action. Emergency Response Action Conducted May to September 2008. Thousands (vials) of lab chemicals recovered along with ~250 tons of Pea-coal removed from the basement. USEPA contractor removed all chemicals of concern. No further Action required. City of Syracuse withdrew from ERP program Spring 2009.
 Health Problem: Not reported

98 ST. JOSEPH HOSPITAL NY LTANKS S100129603
 ESE 110 UNION AVENUE N/A
 114-1/2 SYRACUSE, NY
 0.476 mi.
 2512 ft.

Relative: Higher
 Actual: 454 ft.
 LTANKS:
 Site ID: 143447
 Spill Number/Closed Date: 8708111 / 1989-07-10
 Spill Date: 1987-12-18
 Spill Cause: Tank Test Failure
 Spill Source: Institutional, Educational, Gov., Other
 Spill Class: Not reported
 Cleanup Ceased: 1989-07-10
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: GREGG
 Referred To: Not reported
 Reported to Dept: 1987-12-18
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1989-01-05
 Spill Record Last Update: 1989-07-10
 Spiller Name: Not reported
 Spiller Company: ST. JOSEPH HOSPITAL
 Spiller Address: PROSPECT ST.
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 122351
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was
 Remarks: TG // : PUMP OUT TANK AND WILL REPAIR. 01/13/89: ST. JOSEPH HAS REMOVED THE TANK AND CLEANED UP THE SPILL. DEC RE-QUESTED IN WRITING THROUGH THE CONTRACTOR SSI, INC. TO SAMPLE THE WELL FOR B.T.X AND TOTAL HYDROCARBONS. 05/19/89: DEC WAITING FOR ONE MORE SAMPLE FROM MW AND IF RESULTS ARE LESS THAN 10 PPM, SPILL CAN BE CLOSED. 07/10/89: RESULTS FROM TEST ON MW SHOW NO CONTAMINATION WAS FOUND. * *5,000 GAL. TANK FAILURE RATE .386 GPH AND A 3,000 GAL. TANK FAILURE RATE OF .125 GPH*

Material:
 Site ID: 143447
 Operable Unit ID: 912605
 Operable Unit: 01
 Material ID: 463508
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported

ST. JOSEPH HOSPITAL (Continued) S100129603

Recovered: .00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

X99 NIMO - SYRACUSE - ERIE MGP EDR MGP 1008408047
SSE 300 ERIC BLVD WEST N/A
1/4-1/2 SYRACUSE, NY 13202

0.480 mi. Site 1 of 5 in cluster X
 2534 ft. Manufactured Gas Plants: No additional information available

Relative: Higher
 Actual: 400 ft.

X100 NIMO, SYRACUSE (ERIE) NY HSWDS S108146975
SSE 300 ERIC BLVD N/A
1/4-1/2 SYRACUSE, NY 13202

0.480 mi. Site 2 of 5 in cluster X
 2534 ft. HSWDS:
 Facility ID: Not reported
 Region: 7
 Facility Status: Unknown
 Owner Type: Publ Utily
 Owner: Niagara Mohawk Power Corporati
 Owner Address: 300 Erie Blvd.
 Owner Phone: (315)474-1511
 Operator Type: Publ Utily
 Operator: Same
 Operator Phone: Not reported
 EPA ID: None
 Registry: Unknown
 Registry Site ID: Unknown
 RCRA Permitted: Unknown
 Site Code: Coal Gasification Plant
 Owner City State: Syracuse, NY 13202
 Operator City State: Not reported
 Quadrange: Unknown
 Latitude: Unknown
 Longitude: Unknown
 Acres: 0.00
 Operator Date: 1849
 Close Date: 1932
 Completed: Unknown
 Active: No
 PCB's Disposed: Unknown
 Pesticides Disposed: Unknown
 Metals Disposed: Unknown
 Asbestos Disposed: Unknown
 Volatile Organic Compounds Disposed: Unknown

NIMO, SYRACUSE (ERIE) (Continued) S108146975

Semi Volatile Organic Compounds Disposed: Unknown
 Analytical Info Exists for Air: Not reported
 Analytical Info Exists for Ground: None
 Analytical Info Exists for Surface: Not reported
 Analytical Info Exists for Sediments: Not reported
 Analytical Info Exists for Surface: Not reported
 Analytical Info Exists for Substance: Not reported
 Analytical Info Exists for Waste: Not reported
 Analytical Info Exists for Leachate: Not reported
 Analytical Info Exists for EP Toxicity: Not reported
 Analytical Info Exists for TCLP: Not reported
 Threat to Environment/Public Health: Environmental/Public
 Surface Water Contamination: Unknown
 Surface Water Body Class: Unknown
 Groundwater Contamination: Unknown
 Groundwater Classification: Unknown
 Drinking Water Contamination: Unknown
 Drinking Water Supply is Active: Unknown
 Any Known Fish or Wildlife: Unknown
 Hazardous Exposure: Unknown
 Site Has Controlled Access: Unknown
 Ambient Air Contamination: Unknown
 Direct Contact: Unknown
 EPA Hazardous Ranking System Score: Unknown
 Inventory: F
 Nefrap: Not reported
 Mailing: Not reported
 Tax Map No: Not reported
 Qualify: 0
 Next Action: Not reported
 Agencies: Not reported
 Air: Not reported
 Building: Not reported
 Site Desc: Not reported
 Drink: Not reported
 Eptox: Not reported
 Fish: Not reported
 Ground: Not reported
 Ground Desc: Not reported
 Hazardous Threat: Not reported
 Haz Threat Desc: Not reported
 Leachate: Not reported
 Preparer: Not reported
 Sediment: Not reported
 Soil: Not reported
 Surface: Not reported
 Status: Not reported
 Surface Soil: Not reported
 Surface: Not reported
 TCLP: Not reported
 Waste: Not reported

X101 NATIONAL GRID MAIN OFFICE NY SHWS S111065346
SSE 300 ERIC BLVD WEST NY LTANKS N/A
1/4-1/2 SYRACUSE, NY 13202 NY Spills NY Financial Assurance

0.481 mi. Site 3 of 5 in cluster X
 2539 ft. SHWS:
 Program: HW
 Site Code: 56354
 Classification: A
 Region: 7
 HW Code: 734060
 Record Add: 11/18/1999
 Record Upd: 04/01/2016
 Updated By: AMOMOROC
 Site Description: Location: The NM-Erie Boulevard MGP Site is located in an urban area in the City of Syracuse, Onondaga County. The site is bounded by West Genesee Street to the north, North Franklin Street to the east and Erie Boulevard West to the south. The site is owned by Niagara Mohawk Power Corporation (NM), doing business as National Grid. Site Features: Onondaga Creek borders the site on the west. The seven acre former MGP site is within the 10 acre National Grid facility, consisting of five occupied office buildings. The remaining site area is covered with paved parking lots and roadways. Site access is restricted to the general public by perimeter fencing, locking gates, and an onsite security service. Current Zoning/Use(s): The site is zoned for commercial use. The site is occupied by five buildings comprising the National Grid Syracuse Office Complex. The immediate surrounding area is zoned for commercial and central business use. Past Use of the Site: The prior uses of the site include three mills (a saw mill, a saw mill, a linseed oil mill) and a tannery. The first manufactured gas plant (MGP) was constructed in 1849 and operated until the 1930s. During World War 1 (1917 to 1918) the plant produced toluol used for the manufacture of dynamite at another location. Site Geology and Hydrogeology: Fill material is present below the asphalt pavement surface cover and ranges in thickness from 3 to 28 feet. The fill unit is underlain by a clay/silt layer. This unit is discontinuous and ranges in thickness from 2 to 22 feet. A sand and gravel unit is encountered beneath the clay/silt layer at depths ranging from 6 to 30 feet below ground surface (bgs). The water table is generally encountered at a depth of approximately 20 feet bgs at the site and flows from south to north. The site is adjacent to Onondaga Creek, which is a losing stream at this location, meaning that water flows from the creek into groundwater. Groundwater is naturally very saline, which renders it unsuitable for potable purposes.

Env Problem: This section summarizes the assessment of existing and potential future environmental impacts presented by the site. Environmental impacts may include existing and potential future exposure pathways to fish and wildlife receptors, wetlands, groundwater resources, and surface water. Based upon the resources and pathways identified and the toxicity of the contaminants of ecological concern at this site, a Fish and Wildlife Resources Impact Analysis (FWRIA) was deemed not necessary. The specific VOCs of concern for the site are benzene, toluene, ethylbenzene, and xylenes. These are collectively referred to as BTEX in this document. SVOCs of concern are the polycyclic aromatic hydrocarbons (PAHs). Total PAH concentrations referred to in this document are the sum of individual PAH compounds. The inorganic

NATIONAL GRID MAIN OFFICE (Continued) S111065346

contaminant of concern is cyanide in the form of iron-cyanide salts. Groundwater: The primary contaminants of concern related to MGP processes include benzene, toluene, ethylbenzene and xylenes (BTEX), polycyclic aromatic hydrocarbons (PAHs), and metals. Remedial investigations indicate a deep contaminated groundwater plume of BTEX and naphthalene, with past maximum concentrations of 20,700 ppb and 15,000 ppb respectively, flows off-site, under Onondaga Creek and toward the northwest and has migrated approximately 2,000 feet down gradient of the site. The prior high concentrations were found on-site near the former MGP structures, and have decreased over the years, with more recent levels of BTEX and naphthalene of 11,390 ppb and 2,800 ppb, respectively. Soil: Subsurface soil has been impacted primarily in the western part of the site in the vicinity of the former MGP operations. This area is largely covered by a parking lot and is limited to the on-site area. The lateral extent of MGP impacts to shallow groundwater is limited to the immediate vicinity of the former MGP structures. Coal tar was observed in several soil borings, and test pits located onsite, primarily in the western parking lot. However, there has been no accumulation of free-phase light or dense non-aqueous phase liquid (LNAPL or DNAPL) observed in any of the monitoring wells on-site or down gradient of the site. The upper 8 to 10 feet of soil is not impacted by coal tar as shown in most of the soil borings. Soil Vapor: As part of the Supplemental Remedial Investigation field investigations, soil vapor samples were collected from 30 sampling locations onsite. Several volatile organic compounds (VOCs), including BTEX and naphthalene, were identified in soil vapor samples collected from each sampling location. Overall, the VOC concentrations detected were relatively low, with the majority of the results ranging from non-detect to 10 micrograms per cubic meter (µg/m³). Sub-slab vapor and indoor air samples were collected to evaluate the vapor intrusion exposure pathway. While some VOCs were identified in the sub-slab vapor samples, MGP related VOCs were not identified in any of the indoor air samples at concentrations exceeding typical background indoor air values. Non-MGP related VOCs (methylene chloride and trichloroethylene) were identified at two indoor air sampling locations at concentrations slightly greater than typical background indoor air values, but the concentrations at those sampling locations were less than NYSDOH published air guideline values. The presence of methylene chloride and trichloroethylene in indoor air was attributed to operational use of products inside the buildings (not the former MGP). The results do not indicate a need for further investigation or remedial actions for this environmental media. Surface Water: Analysis of surface water samples collected from Onondaga Creek did not contain detectable levels of VOCs and SVOCs. While some metals were detected in the surface water samples, they were not attributable to the site. Cyanide was not detected in any of the surface water samples. Sediment: Sediment samples were collected from 26 locations in Onondaga Creek upstream, adjacent to, and downstream of the site, and analyzed for VOCs, SVOCs, inorganic constituents (including cyanide), PCBs, and pesticides. The analytical results indicate that VOCs were either not detected in sediment, or were detected at very low concentrations were low (1 ppb or less). SVOCs were identified upstream, adjacent to, and downstream of the site. The presence of PAHs in sediment samples upstream of the site and the heavily urbanized nature of the surrounding area indicated that there are current sources of PAHs impacting the creek sediments that are unrelated to the site. Cyanide compounds were not

NATIONAL GRID MAIN OFFICE (Continued)

S111065346

identified in any of the sediment samples. Certain metals and pesticides were detected in the sediment samples, but are unrelated to the site.

Health Problem: Since the site is covered by asphalt, fill or site buildings, people will not come into contact with soil and groundwater contamination unless they dig below the surface. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination.

Dump: False
 Structure: False
 Lagoon: False
 Landfill: False
 Pond: False
 Disp Start: Not reported
 Disp Term: Not reported
 Lat/Long: 00:00:00.0 / 00:00:00.0
 Dali: False
 Record Add: 11/18/1999 12:00:00 PM
 Record Upd: 1/5/2015 3:51:00 PM
 Updated By: ALKARWIE
 Own Op: Document Repository
 Sub Type: C04
 Owner Name: Not reported
 Owner Company: Onondaga County Public Library
 Owner Address: 447 South Salina Street
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13202
 Owner Country: United States of America
 Own Op: Owner
 Sub Type: E
 Owner Name: Mr. James Morgan
 Owner Company: Niagara Mohawk Power Corporation, doing business as National Grid
 Owner Address: 300 Erie Blvd. West
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13202
 Owner Country: United States of America
 Own Op: Document Repository
 Sub Type: B99
 Owner Name: Diane Carlton
 Owner Company: NYSDEC
 Owner Address: 615 Erie Blvd. West
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13204
 Owner Country: United States of America
 HW Code: 734060
 Waste Type: COAL TAR
 Waste Quantity: UNKNOW
 Waste Code: Not reported
 HW Code: 734060
 Waste Type: NAPHTHALENE
 Waste Quantity: UNKNOW
 Waste Code: Not reported
 HW Code: 734060
 Waste Type: benzene, toluene, ethylbenzene and xylenes (BTEX)
 Waste Quantity: UNKNOW
 Waste Code: Not reported
 Crossref ID: Not reported

NATIONAL GRID MAIN OFFICE (Continued)

S111065346

Cross Ref Type Code: Not reported
 Cross Ref Type: Not reported
 Record Added Date: Not reported
 Record Updated: Not reported
 Updated By: Not reported

LTANKS:
 Site ID: 150027
 Spill Number/Closed Date: 8710546 / 1988-05-20
 Spill Date: 1988-03-17
 Spill Cause: Tank Test Failure
 Spill Source: Commercial/Industrial
 Spill Class: Not reported
 Cleanup Ceased: 1988-05-20
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: AJMARSCH
 Referred To: Not reported
 Reported to Dept: 1988-03-17
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1988-03-31
 Spill Record Last Update: 1988-06-02
 Spiller Name: Not reported
 Spiller Company: NIAGARA MOHAWK
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller County: 999
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 327390
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was JM 04/07/88. TANK WAS RETESED ON 4/7/88 AFTER PIPING MODIFICATIONS WERE COMPLETED. TANK FAILED RETEST. NIMO HAD 2000 GAL TANK PUMPED OUT AND PUT REMOVAL UP FOR BID ANTICIPATE 30 DAY LAG FOR REMOVAL. (CHRIS WHITE), 05/20/88. LINE WAS REPAIRED. TANK IS TIGHT. 09/28/95. This is additional information about material spilled from the translation of the old spill file: UNK QUANTITY.*
 Remarks: *2000 GAL TANK SYATEM FAILED PETROTITE 2.0 GPH___ CLEMENT.*

Material:
 Site ID: 150027
 Operable Unit ID: 915453
 Operable Unit: 01
 Material ID: 462317
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum

NATIONAL GRID MAIN OFFICE (Continued)

S111065346

Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:
 Facility ID: 1403483
 Facility Type: ER
 DER Facility ID: 451864
 Site ID: 496844
 DEC Region: 7
 Spill Date: 2014-07-01
 Spill Number/Closed Date: 1403483 / 2014-07-02
 Spill Cause: Equipment Failure
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.

SWIS: 3415
 Investigator: SMFITZGE
 Referred To: Not reported
 Reported to Dept: 2014-07-01
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial Vehicle
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: Not reported
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2014-07-01
 Spill Record Last Update: 2014-07-02
 Spiller Name: CARIG SMITH
 Spiller Company: YARD SMITH
 Spiller Address: 300 ERIE BLVD. WEST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 999
 Contact Name: CARIG SMITH
 Contact Phone: (315) 424-7121
 DEC Memo: *broken transmission line on a truck owner by yard smith, fluid spilled to black top, clean up is done.*
 Remarks: *broken transmission line on a truck owner by yard smith, fluid spilled to black top, clean up is done.*

Material:
 Site ID: 496844
 Operable Unit ID: 1246321
 Operable Unit: 01
 Material ID: 2247472
 Material Code: 0021
 Material Name: transmission fluid
 Case No.: Not reported
 Material FA: Petroleum

NATIONAL GRID MAIN OFFICE (Continued)

S111065346

Quantity: .25
 Units: Gallons
 Recovered: Not reported
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 1113675
 Facility Type: ER
 DER Facility ID: 327390
 Site ID: 461682
 DEC Region: 7
 Spill Date: 2012-03-07
 Spill Number/Closed Date: 1113675 / 2012-03-07
 Spill Cause: Equipment Failure
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.

SWIS: 3415
 Investigator: menash
 Referred To: Not reported
 Reported to Dept: 2012-03-07
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2012-03-07
 Spill Record Last Update: 2012-03-07
 Spiller Name: SUE SWANSON
 Spiller Company: NAT GRID OFFICE BLD
 Spiller Address: 300 ERIE BLVD WEST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 999
 Contact Name: SUE SWANSON
 Contact Phone: sue swanson
 DEC Memo: *Referred to Air*
 Remarks: *Taking out of service, repair pending*

Material:
 Site ID: 461682
 Operable Unit ID: 1211766
 Operable Unit: 01
 Material ID: 2209586
 Material Code: 1581A
 Material Name: refrigerant
 Case No.: Not reported
 Material FA: Other
 Quantity: 60.00
 Units: Pounds

NATIONAL GRID MAIN OFFICE (Continued)

S111065346

Recovered: Not reported
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

Facility ID: 1113268
Facility Type: ER
DER Facility ID: 327390
Site ID: 461249
DEC Region: 7
Spill Date: 2012-02-22
Spill Number/Closed Date: 1113268 / 2012-02-24
Spill Cause: Equipment Failure
Spill Class: No spill occurred. No DEC Response. No corrective action required.
SWIS: 3415
Investigator: RJBRAZEL
Referred To: Not reported
Reported to Dept: 2012-02-22
CID: Not reported
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2012-02-22
Spill Record Last Update: 2012-02-24
Spiller Name: Not reported
Spiller Company: NATIONAL GRID
Spiller Address: Not reported
Spiller City,St,Zip: NY
Spiller Company: 999
Contact Name: SUE SWANSON
Contact Phone: (315) 460-2334
DEC Memo: --
Remarks: *repair starting --

Material:
Site ID: 461249
Operable Unit ID: 1211340
Operable Unit: 01
Material ID: 2209072
Material Code: 1581A
Material Name: refrigerant
Case No.: Not reported
Material FA: Other
Quantity: 75.00
Units: Pounds
Recovered: Not reported
Resource Affected: Not reported
Oxygenate: Not reported

NATIONAL GRID MAIN OFFICE (Continued)

S111065346

Tank Test:

Facility ID: 1110921
Facility Type: ER
DER Facility ID: 346519
Site ID: 458784
DEC Region: 7
Spill Date: 2011-12-08
Spill Number/Closed Date: 1110921 / 2011-12-09
Spill Cause: Equipment Failure
Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
SWIS: 3415
Investigator: MJROMOCK
Referred To: Not reported
Reported to Dept: 2011-12-08
CID: Not reported
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Responsible Party
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2011-12-08
Spill Record Last Update: 2011-12-09
Spiller Name: SUE SWANSON
Spiller Company: NAT GRID
Spiller Address: 300 ERIE BLVD WEST
Spiller City,St,Zip: SYRACUSE, NY
Spiller Company: 999
Contact Name: SUE SWANSON
Contact Phone: (315)460-2334
DEC Memo: *referred to NYSDEC Division of Air Quality.*
Remarks: *equip out of service*

Material:
Site ID: 458784
Operable Unit ID: 1208999
Operable Unit: 01
Material ID: 2206253
Material Code: 1581A
Material Name: refrigerant
Case No.: Not reported
Material FA: Other
Quantity: 175.00
Units: Pounds
Recovered: Not reported
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

NATIONAL GRID MAIN OFFICE (Continued)

S111065346

Facility ID: 1105869
Facility Type: ER
DER Facility ID: 327390
Site ID: 453537
DEC Region: 7
Spill Date: 2011-08-23
Spill Number/Closed Date: 1105869 / 2011-08-24
Spill Cause: Equipment Failure
Spill Class: No spill occurred. No DEC Response. No corrective action required.
SWIS: 3415
Investigator: DJLASALL
Referred To: Not reported
Reported to Dept: 2011-08-23
CID: Not reported
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Responsible Party
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: Not reported
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2011-08-23
Spill Record Last Update: 2011-08-24
Spiller Name: SUE SWANSON
Spiller Company: NATIONAL GRID
Spiller Address: 300 ERIE BLVD WEST
Spiller City,St,Zip: SYRACUSE, NY
Spiller Company: 999
Contact Name: SUE SWANSON
Contact Phone: (315) 247-8939
DEC Memo: --
Remarks: *R-22. Unit repaired and recharged.*

Material:
Site ID: 453537
Operable Unit ID: 1203693
Operable Unit: 01
Material ID: 2200369
Material Code: 1581A
Material Name: refrigerant
Case No.: Not reported
Material FA: Other
Quantity: 9.90
Units: Pounds
Recovered: Not reported
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

[Click this hyperlink](#) while viewing on your computer to access additional NY_SPILL detail in the EDR Site Report.

NATIONAL GRID MAIN OFFICE (Continued)

S111065346

NY Financial Assurance 2:
Region: 2
EPA ID Number: NYD000730382
Company Name: Seventh North Service Center Liverpool
Closure Cost: Not reported
Post-Closure Cost: Not reported
Correction Action Cost: 205,000
Facility Instrument: TF
Total C, PC, and/or CA cost estimate: 205,000

X102
SSE
1/4-1/2
0.481 mi.
2539 ft.
Relative:
Higher
Actual:
400 ft.

NATIONAL GRID DEWEY AVE SVC CTR
BUFFALO, NY
Site 4 of 5 in cluster X

CORRACTS 101575885
RCRA-TSDF NYD000730390
RCRA-LQG
US FIN ASSUR
2020 COR ACTION
PADS
NY MANIFEST

CORRACTS:

EPA ID: NYD000730390
EPA Region: 02
Area Name: SITEWIDE
Actual Date: 19901001
Action: CA850 - RFA Completed
NAICS Code(s): 22112
Electric Power Transmission, Control, and Distribution
Original schedule date: Not reported
Schedule end date: Not reported
EPA ID: NYD000730390
EPA Region: 02
Area Name: SITEWIDE
Actual Date: 20030602
Action: CA190 - RFI Report Received
NAICS Code(s): 22112
Electric Power Transmission, Control, and Distribution
Original schedule date: Not reported
Schedule end date: Not reported
EPA ID: NYD000730390
EPA Region: 02
Area Name: SITEWIDE
Actual Date: 20130305
Action: CA800YE
NAICS Code(s): 22112
Electric Power Transmission, Control, and Distribution
Original schedule date: Not reported
Schedule end date: Not reported
EPA ID: NYD000730390
EPA Region: 02
Area Name: SITEWIDE
Actual Date: 20150306
Action: CAS77
NAICS Code(s): 22112
Electric Power Transmission, Control, and Distribution

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19951006
 Action: CA340 - CMS Report Received
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19940810
 Action: CA150 - RFI Workplan Approved
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19940810
 Action: CA0707YE - RFA Determination Of Need For An RFI, RFI is Necessary
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19940810
 Action: CA150 - RFI Workplan Approved
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19970210
 Action: CA380 - Date For Public Notice On Proposed Remedy
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950612

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Action: CA270 - CMS Workplan Modification Requested By Agency
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950213
 Action: CA200 - RFI Approved
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950213
 Action: CA190 - RFI Report Received
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950213
 Action: CA250 - CMS Imposition
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950313
 Action: CA280 - CMS Workplan Received
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19971119
 Action: CA550RC
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19980421
 Action: CA577
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20020122
 Action: CA577
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19960122
 Action: CA305 - CMS Supplemental Information Requested By Agency
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20120322
 Action: CA550RC
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20120322
 Action: CA400 - Date For Remedy Selection (CM Imposed)
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19980724
 Action: CA150 - RFI Workplan Approved
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

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Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19960924
 Action: CA550 - Certification Of Remedy Completion Or Construction Completion
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19931026
 Action: CA075LO - CA Prioritization, Facility or area was assigned a low corrective action priority
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950627
 Action: CA300 - CMS Workplan Approved
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19960228
 Action: CA350 - CMS Approved
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20100928
 Action: CA725YE - Current Human Exposures Under Control, Yes, Current Human Exposures Under Control has been verified
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

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Actual Date: 20100528
 Action: CA150VE - Migration of Contaminated Groundwater under Control. Yes, Migration of Contaminated Groundwater Under Control has been verified
 NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19940928
 Action: CA225IN - Stabilization Measures Evaluation. This facility is not amenable to stabilization activity because of, a lack of technical data. An evaluation has been completed, but further data is necessary to determine stabilization measures, feasibility or appropriateness. This status should be changed when data becomes available
 NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19940928
 Action: CA225IN - Stabilization Measures Evaluation. This facility is not amenable to stabilization activity because of, a lack of technical data. An evaluation has been completed, but further data is necessary to determine stabilization measures, feasibility or appropriateness. This status should be changed when data becomes available
 NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD000730390
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19970331
 Action: CA400 - Date For Remedy Selection (CM Imposed)
 NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution
 Original schedule date: Not reported
 Schedule end date: Not reported
 RCRA-TSDF:
 Date form received by agency: 03/04/2014
 Facility name: NATIONAL GRID DEWEY AVE SVC CTR
 Facility address: 144 KENSINGTON AVE
 BUFFALO, NY 14214
 EPA ID: NYD000730390
 Mailing address: ERIE BLVD W
 SYRACUSE, NY 13202
 Contact: STEPHEN P HALLER
 Contact address: ERIE BLVD WEST A-3
 SYRACUSE, NY 13208

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

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Contact country: US
 Contact telephone: (315) 428-5206
 Contact email: STEPHEN.HALLER@NATIONALGRID.COM
 EPA Region: 02
 Land type: Private
 Classification: TSDF
 Description: Handler is engaged in the treatment, storage or disposal of hazardous waste
 Classification: Large Quantity Generator
 Description: Handler: generates 1,000 kg or more of hazardous waste during any calendar month; or generates more than 1 kg of acutely hazardous waste during any calendar month; or generates more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month; or generates 1 kg or less of acutely hazardous waste during any calendar month, and accumulates more than 1 kg of acutely hazardous waste at any time; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates more than 100 kg of that material at any time
 Owner/Operator Summary:
 Owner/operator name: NIAGARA MOHAWK POWER CORP
 Owner/operator address: ERIE BLVD W
 SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 01/01/1900
 Owner/Op end date: Not reported
 Owner/operator name: NATIONAL GRID
 Owner/operator address: ERIE BLVD W
 SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 01/01/1900
 Owner/Op end date: Not reported
 Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

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Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No
 Waste code: D001
 Waste name: IGNITABLE WASTE
 Waste code: D002
 Waste name: CORROSIVE WASTE
 Waste code: D007
 Waste name: CHROMIUM
 Waste code: D008
 Waste name: LEAD
 Waste code: D027
 Waste name: 1,4-DICHLOROBENZENE
 Waste code: D035
 Waste name: METHYL ETHYL KETONE
 Waste code: D039
 Waste name: TETRACHLOROETHYLENE
 Waste code: U159
 Waste name: 2-BUTANONE (I,T) (OR) METHYL ETHYL KETONE (MEK) (I,T)
 Waste code: B002
 Waste name: B002
 Waste code: B007
 Waste name: B007
 Historical Generators:
 Date form received by agency: 03/02/2012
 Site name: NATIONAL GRID - DEWEY AVE SVC CTR
 Classification: Large Quantity Generator
 Waste code: D001
 Waste name: IGNITABLE WASTE
 Waste code: D002
 Waste name: CORROSIVE WASTE
 Waste code: D007
 Waste name: CHROMIUM
 Waste code: D008
 Waste name: LEAD
 Waste code: D018
 Waste name: BENZENE
 Waste code: LABP
 Waste name: LAB PACK

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

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Waste code: B002
 Waste name: B002
 Waste code: B007
 Waste name: B007
 Date form received by agency: 03/01/2010
 Site name: NIAGARA MOHAWK DEWEY AVE SVC CTR
 Classification: Large Quantity Generator
 Waste code: D001
 Waste name: IGNITABLE WASTE
 Waste code: D002
 Waste name: CORROSIVE WASTE
 Waste code: B002
 Waste name: B002
 Waste code: B004
 Waste name: B004
 Waste code: B005
 Waste name: B005
 Waste code: B006
 Waste name: B006
 Waste code: B007
 Waste name: B007
 Date form received by agency: 03/03/2008
 Site name: DEWEY AVE SVC CTR
 Classification: Large Quantity Generator
 Waste code: D001
 Waste name: IGNITABLE WASTE
 Waste code: D002
 Waste name: CORROSIVE WASTE
 Waste code: D008
 Waste name: LEAD
 Waste code: F001
 Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TRICHLOROETHYLENE, 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.
 Waste code: U154
 Waste name: METHANOL (I) (OR) METHYL ALCOHOL (I)

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

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- Waste code: B002
 - Waste name: B002
 - Waste code: B004
 - Waste name: B004
 - Waste code: B005
 - Waste name: B005
 - Waste code: B006
 - Waste name: B006
 - Waste code: B007
 - Waste name: B007
- Date form received by agency: 01/01/2007
 Site name: NATIONAL GRID
 Classification: Large Quantity Generator
- Date form received by agency: 03/09/2006
 Site name: NATIONAL GRID
 Classification: Large Quantity Generator
- Waste code: D001
 - Waste name: IGNITABLE WASTE
 - Waste code: D002
 - Waste name: CORROSIVE WASTE
 - Waste code: D008
 - Waste name: LEAD
 - Waste code: D019
 - Waste name: CARBON TETRACHLORIDE
 - Waste code: D035
 - Waste name: METHYL ETHYL KETONE
 - Waste code: F002
 - Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2-TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
 - Waste code: F003
 - Waste name: 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

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

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- MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
- Waste code: F005
 - Waste name: 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.
 - Waste code: B002
 - Waste name: B002
 - Waste code: B006
 - Waste name: B006
 - Waste code: B007
 - Waste name: B007
- Date form received by agency: 03/08/2006
 Site name: NATIONAL GRID
 Classification: Large Quantity Generator
- Date form received by agency: 02/23/2004
 Site name: DEWEY AVE SCR-NIAGARA MOHAWK
 Classification: Large Quantity Generator
- Waste code: D001
 - Waste name: IGNITABLE WASTE
 - Waste code: D002
 - Waste name: CORROSIVE WASTE
 - Waste code: D019
 - Waste name: CARBON TETRACHLORIDE
 - Waste code: F002
 - Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2-TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
 - Waste code: F003
 - Waste name: 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

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

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- SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
- Waste code: F005
 - Waste name: 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.
 - Waste code: B002
 - Waste name: B002
 - Waste code: B006
 - Waste name: B006
 - Waste code: B007
 - Waste name: B007
- Date form received by agency: 12/26/2002
 Site name: NIAGARA MOHAWK DEWEY AVE SERVICE CENTER
 Classification: Large Quantity Generator
- Date form received by agency: 02/25/2002
 Site name: DEWEY AVE SVC CTR
 Classification: Large Quantity Generator
- Date form received by agency: 01/01/2001
 Site name: NIAGARA MOHAWK POWER CORP
 Classification: Large Quantity Generator
- Date form received by agency: 07/29/1999
 Site name: NIAGARA MOHAWK DEWEY AVENUE
 Classification: Large Quantity Generator
- Waste code: NONE
 - Waste name: None
- Date form received by agency: 02/20/1998
 Site name: NIAGARA MOHAWK POWER CORP
 Classification: Large Quantity Generator
- Date form received by agency: 03/15/1996
 Site name: NIAGARA MOHAWK POWER CORP
 Classification: Large Quantity Generator
- Date form received by agency: 12/07/1994
 Site name: NIAGARA MOHAWK DEWEY AVENUE
 Classification: Unverified
- Date form received by agency: 03/15/1994
 Site name: NIAGARA MOHAWK POWER CORP
 Classification: Large Quantity Generator

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

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- Date form received by agency: 02/28/1992
 Site name: NIAGARA MOHAWK POWER CORPORATION
 Classification: Large Quantity Generator
- Date form received by agency: 06/04/1982
 Site name: NIAGARA MOHAWK DEWEY AVENUE
 Classification: Not a generator, verified
- Date form received by agency: 08/15/1980
 Site name: NIAGARA MOHAWK DEWEY AVENUE
 Classification: Unverified
- Waste code: D000
 - Waste name: Not Defined
 - Waste code: F001
 - Waste name: 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.
 - Waste code: F003
 - Waste name: 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.
- Biennial Reports:
 Last Biennial Reporting Year: 2013
- Annual Waste Handled:
 Waste code: D001
 Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.
 Amount (Lbs): 2421
- Waste code: D002
 Waste name: A WASTE WHICH HAS A PH OF LESS THAN 2 OR GREATER THAN 12.5 IS CONSIDERED TO BE A CORROSIVE HAZARDOUS WASTE. SODIUM HYDROXIDE, A CAUSTIC SOLUTION WITH A HIGH PH, IS OFTEN USED BY INDUSTRIES TO CLEAN OR DEGREASE PARTS. HYDROCHLORIC ACID, A SOLUTION WITH A LOW PH, IS USED BY MANY INDUSTRIES TO CLEAN METAL PARTS PRIOR TO PAINTING. WHEN

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

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THESE CAUSTIC OR ACID SOLUTIONS BECOME CONTAMINATED AND MUST BE DISPOSED, THE WASTE WOULD BE A CORROSIVE HAZARDOUS WASTE.

Amount (Lbs): 600

Waste code: D007
Waste name: CHROMIUM
Amount (Lbs): 1023

Waste code: D008
Waste name: LEAD
Amount (Lbs): 71517.2

Waste code: D018
Waste name: BENZENE
Amount (Lbs): 705.5

Waste code: LABP
Waste name: LAB PACK
Amount (Lbs): 705.5

Corrective Action Summary:

Event date: 10/01/1990
Event: RFA Completed

Event date: 10/26/1993
Event: CA Prioritization, Facility or area was assigned a low corrective action priority.

Event date: 08/10/1994
Event: RFA Determination Of Need For An RFI, RFI is Necessary;

Event date: 08/10/1994
Event: RFI Workplan Approved

Event date: 08/10/1994
Event: RFI Workplan Approved

Event date: 09/28/1994
Event: Stabilization Measures Evaluation.This facility is not amenable to stabilization activity because of a lack of technical data. An evaluation has been completed, but further data is necessary to determine stabilization measures, feasibility or appropriateness. This status should be changed when data becomes available.

Event date: 09/28/1994
Event: Stabilization Measures Evaluation.This facility is not amenable to stabilization activity because of a lack of technical data. An evaluation has been completed, but further data is necessary to determine stabilization measures, feasibility or appropriateness. This status should be changed when data becomes available.

Event date: 02/11/1995
Event: RFI Approved

Event date: 02/13/1995
Event: RFI Report Received

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

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Event date: 02/13/1995
Event: CMS Imposition

Event date: 03/13/1995
Event: CMS Workplan Received

Event date: 06/12/1995
Event: CMS Workplan Modification Requested By Agency

Event date: 06/27/1995
Event: CMS Workplan Approved

Event date: 10/06/1995
Event: CMS Report Received

Event date: 01/22/1996
Event: CMS Supplemental Information Requested By Agency

Event date: 02/28/1996
Event: CMS Approved

Event date: 09/24/1996
Event: Certification Of Remedy Completion Or Construction Completion

Event date: 02/10/1997
Event: Date For Public Notice On Proposed Remedy

Event date: 03/31/1997
Event: Date For Remedy Selection (CM Imposed)

Event date: 11/19/1997
Event: CA550RC

Event date: 04/21/1998
Event: CA577

Event date: 07/24/1998
Event: RFI Workplan Approved

Event date: 01/22/2002
Event: CA577

Event date: 06/02/2003
Event: RFI Report Received

Event date: 09/28/2010
Event: Igration of Contaminated Groundwater under Control, Yes, Migration of Contaminated Groundwater Under Control has been verified. Based on a review of information contained in the EI determination, it has been determined that migration of contaminated groundwater is under control at the facility. Specifically, this determination indicates that the migration of contaminated groundwater is under control, and that monitoring will be conducted to confirm that contaminated groundwater remains within the existing area of contaminated groundwater. This determination will be re-evaluated when the Agency becomes aware of significant changes at the facility.

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Event date: 09/28/2010
Event: Current Human Exposures under Control, Yes, Current Human Exposures Under Control has been verified. Based on a review of information contained in the EI determination, current human exposures are expected to be under control at the facility under current and reasonably expected conditions. This determination will be re-evaluated when the Agency/State becomes aware of significant changes at the facility.

Event date: 03/22/2012
Event: Date For Remedy Selection (CM Imposed)

Event date: 03/22/2012
Event: CA550RC

Event date: 03/05/2013
Event: CA800YE

Event date: 03/06/2015
Event: CA577

Facility Has Received Notices of Violations:

Regulation violated: Not reported
Area of violation: TSD - General
Date violation determined: 07/18/2000
Date achieved compliance: 07/18/2000
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 08/03/2000
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: TSD - General
Date violation determined: 08/25/1999
Date achieved compliance: 09/10/1999
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 08/27/1999
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: TSD - General
Date violation determined: 02/28/1990
Date achieved compliance: 11/06/1990
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 07/31/1990

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Evaluation Action Summary:

Event date: 08/28/2012
Event: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Event date: 09/09/2010
Event: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Event date: 04/30/2008
Event: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Event date: 10/03/2006
Event: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Event date: 01/25/2005
Event: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Event date: 10/28/2004
Event: FINANCIAL RECORD REVIEW
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Event date: 08/28/2002
Event: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Event date: 01/22/2002
Event: NON-FINANCIAL RECORD REVIEW
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Event date: 08/10/2001

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 04/25/2001
 Evaluation: OPERATION AND MAINTENANCE INSPECTION
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 07/18/2000
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: TSD - General
 Date achieved compliance: 07/18/2000
 Evaluation lead agency: State

Evaluation date: 08/25/1999
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: TSD - General
 Date achieved compliance: 09/10/1999
 Evaluation lead agency: State

Evaluation date: 08/31/1998
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 08/12/1997
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 08/20/1996
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 07/18/1994
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 06/18/1992
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 06/11/1991
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Evaluation lead agency: State

Evaluation date: 06/28/1990
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: TSD - General
 Date achieved compliance: 11/06/1990
 Evaluation lead agency: State

Evaluation date: 06/09/1989
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 09/28/1988
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 10/28/1987
 Evaluation: FINANCIAL RECORD REVIEW
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 10/23/1987
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 05/14/1987
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 11/19/1986
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 05/14/1986
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 11/19/1985
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

US FIN ASSUR:
 EPA ID: NYD000730390

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Provider: THE BANK OF NEW YORK MELLON
 EPA region: 2
 County: ERIE
 Mechanism type: TRUST FUND (FULLY FUNDED)
 Mechanism ID: 268017
 Cost estimate: 650000
 Face value: 2230644.0099999998
 Effective date: 12/31/2009

2020 COR ACTION:
 EPA ID: NYD000730390
 Region: 2
 Action: Remedy Constructed

PADS:
 EPAID: NYD000730390
 Facility name: DEWEY AVE SERVICE CTR
 Facility Address: 83 DEWEY AVE
 BUFFALO, NY 14214
 Facility country: US
 Generator: Yes
 Storer: No
 Transporter: No
 Disposer: No
 Research facility: No
 Smelter: No
 Facility owner name: NIAGARA MOHAWK
 Contact title: Not reported
 Contact name: HUTCHINSON A F
 Contact tel: (716)831-7204
 Contact extension: Not reported
 Mailing address: 300 ERIE BLVD W
 SYRACUSE, NY 13202
 Mailing country: US
 Cert. title: Not reported
 Cert. name: Not reported
 Cert. date: 03/15/1990
 Date received: 04/19/1990

NY MANIFEST:
 Country: USA
 EPA ID: NYD000730390
 Facility Status: Not reported
 Location Address 1: 144 KENSINGTON AVE
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: BUFFALO
 Location State: NY
 Location Zip: 14214
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD000730390
 Mailing Name: NATIONAL GRID
 Mailing Contact: TOENNIES JOHN DIR ENV AFF

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Mailing Address 1: 144 KENSINGTON AVENUE
 Mailing Address 2: Not reported
 Mailing City: BUFFALO
 Mailing State: NY
 Mailing Zip: 14214
 Mailing Zip 4: 2495
 Mailing Country: USA
 Mailing Phone: 3154741511

NY MANIFEST:
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD86980753
 Trans2 State ID: Not reported
 Generator Ship Date: 07/01/2013
 Trans1 Recv Date: 07/01/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/01/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDIF ID 1: NYD049839679
 TSDIF ID 2: Not reported
 Manifest Tracking Number: 00105585LJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: Y
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 100
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 07/01/2013
 Trans1 Recv Date: 07/01/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/01/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 001055899JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: Y
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H135
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 20
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1
 Waste Code: Not reported
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: D002
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 11/22/2013
 Trans1 Recv Date: 11/22/2013
 Trans2 Recv Date: Not reported

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

TSD Site Recv Date: 11/22/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 001055899JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 85
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 B incineration, heat recovery, burning.
 Handling Method: 1
 Specific Gravity: D001
 Waste Code: D035
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 11/22/2013
 Trans1 Recv Date: 11/22/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/22/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 001055899JJK

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H135
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 5
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1
 Waste Code: D002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 11/22/2013
 Trans1 Recv Date: 11/22/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/22/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 001055899JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 55
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1
 Waste Code: Not reported
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: D002
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986980753
 Trans2 State ID: Not reported
 Generator Ship Date: 12/19/2013
 Trans1 Recv Date: 12/19/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/19/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 001055900JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 7

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Units: K - Kilograms (2.2 pounds)
 1
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: B002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 01/15/2013
 Trans1 Recv Date: 01/15/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/16/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 009322206JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 721
 Units: K - Kilograms (2.2 pounds)
 1
 Number of Containers: 1
 Container Type: CF - Fiber or plastic boxes, cartons
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D008
 Waste Code 1_2: B007
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 01/15/2013
 Trans1 Recv Date: 01/15/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/16/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 009944498JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 85
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Generator Ship Date: 02/12/2013
 Trans1 Recv Date: 02/12/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/12/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 010787058JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: Y
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 180
 Units: K - Kilograms (2.2 pounds)
 1
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: B002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 02/12/2013
 Trans1 Recv Date: 02/12/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/12/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 010787058JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: Y
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 121
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: D008
 Waste Code 1_3: D027
 Waste Code 1_4: D039
 Waste Code 1_5: U159
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 02/12/2013
 Trans1 Recv Date: 02/12/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/12/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 010787058JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: Y
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 247
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 02/12/2013
 Trans1 Recv Date: 02/12/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/12/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 010787058JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: Y
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 660
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 1
 Container Type: CF - Fiber or plastic boxes, cartons
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D008
 Waste Code 1_2: B007
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 02/12/2013
 Trans1 Recv Date: 02/12/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/12/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 010787062JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 340
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1
 Waste Code: D002

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Waste Code 1_2: D008
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 03/12/2013
 Trans1 Recv Date: 03/12/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 03/12/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 010787406JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 179
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: D007
 Waste Code 1_3: D008
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 03/12/2013
 Trans1 Recv Date: 03/12/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 03/12/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 010787406JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 665
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 1
 Container Type: CF - Fiber or plastic boxes, cartons
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D008
 Waste Code 1_2: B007
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 04/10/2013
 Trans1 Recv Date: 04/10/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 04/10/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 010787563JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 124
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: D008
 Waste Code 1_3: D027
 Waste Code 1_4: D039
 Waste Code 1_5: U159
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 04/10/2013
 Trans1 Recv Date: 04/10/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 04/10/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 010787563JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 740
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 1
 Container Type: CF - Fiber or plastic boxes, cartons
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D008
 Waste Code 1_2: B007
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 04/10/2013
 Trans1 Recv Date: 04/10/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 04/10/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 010787563JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 121
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1
 Waste Code: D002
 Waste Code 1_2: D008
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 05/07/2013
 Trans1 Recv Date: 05/07/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/08/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 010787764JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 118
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

1015757885

Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1
 Waste Code: D002
 Waste Code 1_2: D008
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NJD054126164
 Trans2 State ID: Not reported
 Generator Ship Date: 05/07/2013
 Trans1 Recv Date: 05/07/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/08/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000730390
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 010787764JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 617
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 1
 Container Type: CF - Fiber or plastic boxes, cartons
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D006
 Waste Code 1_2: B007
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

MAP FINDINGS

NATIONAL GRID DEWEY AVE SVC CTR (Continued)

101575785

Click this hyperlink while viewing on your computer to access 1148 additional NY_MANIFEST record(s) in the EDR Site Report.

<p>X103 SSE 1/4-1/2 0.481 mi. 2539 ft. Relative: Higher Actual: 400 ft.</p>	<p>NATIONAL GRID N ALBANY SVC CTR 1125 BROADWAY ALBANY, NY 12204 Site 5 of 5 in cluster X</p>	<p>CORRACTS FITTS HIST FITTS</p>	<p>1000994204 N/A</p>
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MAP FINDINGS

NATIONAL GRID N ALBANY SVC CTR (Continued)

1000994204

<p>NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: MANUFACTURED GAS PLANT Actual Date: 19940307 Action: CA026 NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: MANUFACTURED GAS PLANT Actual Date: 19940608 Action: CA027 NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: MANUFACTURED GAS PLANT Actual Date: 19940610 Action: CA026 NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: SIEWIDE Actual Date: 19950112 Action: CA050 - RFA Completed NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: SIEWIDE Actual Date: 19950112 Action: CA070YE - RFA Determination Of Need For An RFI, RFI is Necessary NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02</p>

MAP FINDINGS

NATIONAL GRID N ALBANY SVC CTR (Continued)

1000994204

<p>Area Name: SIEWIDE Actual Date: 19960612 Action: CA225IN - Stabilization Measures Evaluation. This facility is not amenable to stabilization activity because of a lack of technical data. An evaluation has been completed, but further data is necessary to determine stabilization measures, feasibility or appropriateness. This status should be changed when data becomes available</p> <p>NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: MANUFACTURED GAS PLANT Actual Date: 19940512 Action: CA027 NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: MANUFACTURED GAS PLANT Actual Date: 19950912 Action: CA038 NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: MANUFACTURED GAS PLANT Actual Date: 19950912 Action: CA050 - RFA Completed NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: MANUFACTURED GAS PLANT Actual Date: 19950912 Action: CA070YE - RFA Determination Of Need For An RFI, RFI is Necessary NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: MANUFACTURED GAS PLANT Actual Date: 19960613 Action: CA140 - RFI Workplan Notice Of Deficiency Issued</p>

MAP FINDINGS

NATIONAL GRID N ALBANY SVC CTR (Continued)

1000994204

<p>NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: MANUFACTURED GAS PLANT Actual Date: 19950214 Action: CA100 - RFI Imposition NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: MANUFACTURED GAS PLANT Actual Date: 19950516 Action: CA037 NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: SIEWIDE Actual Date: 20120417 Action: CA023YE - Current Human Exposures Under Control, Yes, Current Human Exposures Under Control has been verified NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: 20120417 Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: MANUFACTURED GAS PLANT Actual Date: 19990517 Action: CA600 - Stabilization Measures Implemented NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408 EPA Region: 02 Area Name: MANUFACTURED GAS PLANT Actual Date: 19940420 Action: CA027 NAICS Code(s): 22112 Electric Power Transmission, Control, and Distribution Original schedule date: Not reported Schedule end date: Not reported</p> <p>EPA ID: NYD000730408</p>
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NATIONAL GRID N ALBANY SVC CTR (Continued)

1000994204

EPA Region: 02
 Area Name: MANUFACTURED GAS PLANT
 Actual Date: 19960923
 Action: CA180 - RFI Supplemental Implementation Begun
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730408
 EPA Region: 02
 Area Name: STEWIDE
 Actual Date: 19950324
 Action: CA07SME - CA Prioritization, Facility or area was assigned a medium corrective action priority
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730408
 EPA Region: 02
 Area Name: MANUFACTURED GAS PLANT
 Actual Date: 19941024
 Action: CA012
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730408
 EPA Region: 02
 Area Name: MANUFACTURED GAS PLANT
 Actual Date: 19941024
 Action: CA028
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730408
 EPA Region: 02
 Area Name: MANUFACTURED GAS PLANT
 Actual Date: 19960827
 Action: CA150 - RFI Workplan Approved
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD000730408
 EPA Region: 02
 Area Name: MANUFACTURED GAS PLANT
 Actual Date: 19971130
 Action: CA190 - RFI Report Received
 NAICS Code(s): 22112
 Electric Power Transmission, Control, and Distribution

NATIONAL GRID N ALBANY SVC CTR (Continued)

1000994204

Original schedule date: Not reported
 Schedule end date: Not reported

FTTS:
 Case Number: Not reported
 Docket Number: PCB-95-0231
 Complaint Issue Date: 06/08/95
 Abatement Amount: 0.0000
 Proposed Penalty: 4000.0000
 Final Assessment: 2700.0000
 Final Order Date: 08/20/95
 Close Date: / /
 Violations(s): PCB, Label or Marking
 PCB, Storage

HIST FTTS:
 Case Number: Not reported
 Docket Number: PCB-95-0231
 Complaint Issue Date: 06/08/1995
 Abatement Amount: 0.0000
 Proposed Penalty: 4000.0000
 Final Assessment: 2700.0000
 Final Order Date: 08/20/1995
 Close Date: / /
 Violations(s): PCB, Label or Marking
 PCB, Storage

104 West 1/4-1/2 0.495 mi. 2611 ft.

MATLACK TRUCKING INC
450 W KIRKPATRICK ST
SYRACUSE, NY

NY LTANKS S102166488
 NY Spills N/A

LTANKS:
 Site ID: 258915
 Spill Number/Closed Date: 0003879 / 2002-08-05
 Spill Date: 2000-06-29
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2000-06-29
 CID: 312
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered in Computer: 2000-06-29

MATLACK TRUCKING INC (Continued)

S102166488

Spill Record Last Update: 2002-08-05
 Spiller Name: Not reported
 Spiller Company: MATLACK TRUCKING INC
 Spiller Address: 450 W KIRKPATRICK ST
 Spiller City, St, Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 211849
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM NO ADDITIONAL DATA PROVIDED TO DEC*
 Remarks: *CALLER IS AN ENVIRONMENTAL COMPANY HIRED TO REMOVE 10,000GAL UST (TAR COATED STEEL) - UST HAD 3 SMALL CORROSION HOLES AT ONE END - WAS STRAPPED DOWN TO A CONCRETE PAD - MATLACK IS NO LONGER ON SITE*

Material:
 Site ID: 258915
 Operable Unit ID: 826285
 Operable Unit: 01
 Material ID: 548833
 Material Code: 0008
 Material Name: diesel
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:
 Facility ID: 8907243
 Facility Type: ER
 DER Facility ID: 211849
 Site ID: 171950
 DEC Region: 7
 Spill Date: 1989-01-01
 Spill Number/Closed Date: 8907243 / 1990-01-22
 Spill Cause: Housekeeping
 Spill Class: Not reported
 SWIS: 3415
 Investigator: HDWARNER
 Referred To: Not reported
 Reported to Dept: 1989-10-23
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Affected Persons
 Cleanup Ceased: 1990-01-22
 Cleanup Meets Std: True
 Last Inspection: Not reported

MATLACK TRUCKING INC (Continued)

S102166488

Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 1989-11-20
 Spill Record Last Update: 1990-02-15
 Spiller Name: Not reported
 Spiller Company: HIAWATHA AUTO SALES
 Spiller Address: Not reported
 Spiller City, St, Zip: ZZ
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 02/15/90: SPILL BEING INVESTIGATED BY DV UNDER ANOTHER SPILL NUMBER*
 Remarks: *POOLS ON GROUND AND FUMES.*

Material:
 Site ID: 171950
 Operable Unit ID: 934906
 Operable Unit: 01
 Material ID: 444036
 Material Code: 0022
 Material Name: waste oil/used oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

105 North 1/4-1/2 0.495 mi. 2615 ft.

SAM'S & ROCCO AUTO
DANFORTH & N SALINA
SYRACUSE, NY

NY LTANKS S105054376
 N/A

LTANKS:
 Site ID: 325214
 Spill Number/Closed Date: 9407854 / 2002-08-06
 Spill Date: 1994-09-13
 Spill Cause: Tank Failure
 Spill Source: Gasoline Station or other PBS Facility
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1994-09-13
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester

SAM'S & ROCCO AUTO (Continued)

S105054376

Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1994-09-13
 Spill Record Last Update: 2002-08-06
 Spiller Name: Not reported
 Spiller Company: MOBIL STATION
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller County: 999
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 261979
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM 09/25/94: TANK REMOVED BY CORTLAND PUMP. SAMPLES TAKEN. *
 Remarks: *50 GAL TANK. TANK TEST FAILURE. CONTAMINATED MATERIAL FOUND.*

Material:
 Site ID: 325214
 Operable Unit ID: 1002112
 Operable Unit: 01
 Material ID: 377313
 Material Code: 0022
 Material Name: waste oil/used oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Pounds
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

106 SSW 1/4-1/2 0.499 mi. 2634 ft. Relative: Higher Actual: 400 ft.
 SEALTEST FOODS KRAFT INCORPORATED
 120 WILKINSON STREET SYRACUSE, NY 13204
 NY LTANKS NY Spills N/A
 NY MANIFEST

LTANKS:
 Site ID: 246629
 Spill Number/Closed Date: 8708772 / 1988-02-04
 Spill Date: 1988-01-14
 Spill Cause: Tank Test Failure
 Spill Source: Commercial/Industrial
 Spill Class: Not reported
 Cleanup Ceased: 1988-02-04
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: AJMARSCH
 Referred To: Not reported
 Reported to Dept: 1988-01-14

SEALTEST FOODS KRAFT INCORPORATED (Continued)

S100964936

CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1988-01-28
 Spill Record Last Update: 1995-01-03
 Spiller Name: Not reported
 Spiller Company: KRAFT FOODS
 Spiller Address: WILKINSON STREET
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 202529
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was JM // : TO EXCAVATE, ISOLATE AND RETEST. // : TO EXCAVATE, ISOLATE AND RETEST. TANK RETESTED 01/18/88 & PASSED. *
 Remarks: *8,000 GAL. TANK. FAILURE RATE. 120 GPH*

Material:
 Site ID: 246629
 Operable Unit ID: 914084
 Operable Unit: 01
 Material ID: 464141
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Site ID: 246630
 Spill Number/Closed Date: 8709709 / 1988-02-22
 Spill Date: 1988-02-16
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Not reported
 Cleanup Ceased: 1988-02-22
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: AJMARSCH
 Referred To: Not reported
 Reported to Dept: 1988-02-17
 CID: Not reported
 Water Affected: Not reported

SEALTEST FOODS KRAFT INCORPORATED (Continued)

S100964936

Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1988-03-07
 Spill Record Last Update: 1995-01-03
 Spiller Name: Not reported
 Spiller Company: KRAFT DAIRY
 Spiller Address: 120 WILKINSON STREET
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 202529
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was JM 02/22/88: OILS HANDLED CLEANUP. 4 LEAKING TANKS REMOVED. *
 Remarks: *1200 GAL. TANK WAS EXCAVATED TO THE TOP OF TANK & FOUND CORROSION HOLES. ALSO A 3,000 GAL. TANK WAS REMOVED & HOLES FOUND IN BOTTOM OF TANK.*

Material:
 Site ID: 246630
 Operable Unit ID: 914734
 Operable Unit: 01
 Material ID: 461505
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:
 Facility ID: 8601801
 Facility Type: ER
 DER Facility ID: 202529
 Site ID: 254776
 DEC Region: 7
 Spill Date: 1986-06-15
 Spill Number/Closed Date: 8601801 / 1988-06-16
 Spill Cause: Equipment Failure
 Spill Class: Not reported
 SWIS: 3415
 Investigator: HDWARNER
 Referred To: Not reported
 Reported to Dept: 1986-06-16
 CID: Not reported

SEALTEST FOODS KRAFT INCORPORATED (Continued)

S100964936

Water Affected: Not reported
 Spill Source: Commercial Vehicle
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1988-06-16
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1986-07-09
 Spill Record Last Update: 1995-01-03
 Spiller Name: Not reported
 Spiller Company: KRAFT INC.
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller County: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW // : REMAINDER OF OIL ON GROUND. 08/16/88: 35 GAL OF #2 FUEL DISCHARGED INTO STORM DRAIN BECAUSE OF EQUIP FAILURE. SOME CONTAMINATED SOIL REMOVED BY ENVIRONMENTAL OIL. BRUCE CONNER OF THE SYRACUSE FIRE DEPT. NOTIFIED OF SPILL. *
 Remarks: *CRACKED FUEL FILTER ON REFRIGERATION TRUCK-35 GAL. TO DRAIN&SORBENT USED TO CLEAN*

Material:
 Site ID: 254776
 Operable Unit ID: 898073
 Operable Unit: 01
 Material ID: 478279
 Material Code: 0008
 Material Name: diesel
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 40.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported
 Site ID: 254776
 Operable Unit ID: 898073
 Operable Unit: 01
 Material ID: 478278
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SEALTEST FOODS KRAFT INCORPORATED (Continued)

S100964936

NY MANIFEST:
 Country: USA
 EPA ID: NYP000784538
 Facility Status: Not reported
 Location Address 1: 120 WILKINSON STREET
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYP000784538
 Mailing Name: SEALTEST FOODS KRAFT INCORPORATED
 Mailing Contact: WILBUR D. NARROW
 Mailing Address 1: 120 WILKINSON STREET
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154256200

NY MANIFEST:
 Document ID: NYO2154924
 Manifest Status: C
 seq: Not reported
 Year: 1984
 Trans1 State ID: 9A-091
 Trans2 State ID: Not reported
 Generator Shp Date: 03/31/1984
 Trans1 Recv Date: 03/31/1984
 Trans2 Recv Date: / /
 TSD Site Recv Date: 04/02/1984
 Part A Recv Date: 04/09/1984
 Part B Recv Date: 04/09/1984
 Generator EPA ID: NYP000784538
 Trans1 EPA ID: NYD012955134
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B001 - PCB OIL (CONC) FROM TRANS, CAP, ETC

SEALTEST FOODS KRAFT INCORPORATED (Continued)

S100964936

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00400
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: Not reported
 Specific Gravity: 100

107 MCKESSON ENVIROSYSTEMS
 WNW 400 BEAR ST
 12-1 SYRACUSE, NY 13204
 0.605 mi.
 3197 ft.
 Relative: Lower
 Actual: 377 ft.

CORRACTS 100022268
 US ENG CONTROLS NYD075806836
 US INST CONTROL NY SHWS
 NY VAPOR REOPENED NY ENG CONTROLS
 NY INST CONTROL RCRA NonGen / NLR
 2020 COR ACTION FINDS ECHO

CORRACTS:

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19960903
 Action: CA075LO - CA Prioritization, Facility or area was assigned a low corrective action priority
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19870805
 Action: CA100 - RFI Imposition
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20141114
 Action: CA577
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

MCKESSON ENVIROSYSTEMS (Continued)

100022268

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19970315
 Action: CA200 - RFI Approved
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19970315
 Action: CA350 - CMS Approved
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19970315
 Action: CA400 - Date For Remedy Selection (CM Imposed)
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19950515
 Action: CA070YE - RFA Determination Of Need For An RFI, RFI Is Necessary
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950418
 Action: CA050 - RFA Completed
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19940318
 Action: CA200 - RFI Approved
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

MCKESSON ENVIROSYSTEMS (Continued)

100022268

Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19940318
 Action: CA400 - Date For Remedy Selection (CM Imposed)
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19940318
 Action: CA350 - CMS Approved
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20150219
 Action: CA800YE
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19990624
 Action: CA075ME - CA Prioritization, Facility or area was assigned a medium corrective action priority
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20000926
 Action: CA750YE - Migration of Contaminated Groundwater under Control, Yes, Migration of Contaminated Groundwater Under Control has been verified
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02

MCKESSON ENVIROSYSTEMS (Continued)

100022268

Area Name: SITEWIDE
 Actual Date: 20090926
 Action: CA725YE - Current Human Exposures Under Control, Yes, Current Human Exposures Under Control has been verified
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20090926
 Action: CA400 - Date For Remedy Selection (CM Imposed)
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20090926
 Action: CA55ORC
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950827
 Action: CA210T - CA Responsibility Referred To A Non-RCRA Federal Authority, Corrective Action referred to another non-RCRA Federal Authority
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19980430
 Action: CA770GW
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19980430
 Action: CA770GW
 NAICS Code(s): 32511
 Petrochemical Manufacturing

MCKESSON ENVIROSYSTEMS (Continued)

100022268

Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19980530
 Action: CA150 - RFI Workplan Approved
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19980130
 Action: CA450 - Certification Of Remedy Completion Or Construction Completion
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19900730
 Action: CA150 - RFI Workplan Approved
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: CA770NG
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19950730
 Action: CA770NG
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19950730

MCKESSON ENVIROSYSTEMS (Continued)

100022268

Action: CA550 - Certification Of Remedy Completion Or Construction Completion
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19940330
 Action: CA772EP
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19940330
 Action: CA772EP
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19970330
 Action: CA772EP
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19970330
 Action: CA772EP
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19940530
 Action: CA500 - CMI Workplan Approved
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836

MCKESSON ENVIROSYSTEMS (Continued)

100022268

EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950930
 Action: CA772D
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19970930
 Action: CA500 - CMI Workplan Approved
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19870831
 Action: CA100 - RFI Imposition
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19870831
 Action: CA100 - RFI Imposition
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported
 US ENG CONTROLS:
 EPA ID: NYD075806836
 Site ID: Not reported
 Name: MCKESSON ENVIROSYSTEMS
 Address: 400 BEAR ST SYRACUSE, NY 13204
 EPA Region: 02
 County: ONONDAGA
 Event Code: CA770GW
 Actual Date: 04/30/1998
 Contact Name: GREGG FRANKLIN
 Contact Phone and Ext: 4159838300
 Latitude: Not reported
 Longitude: Not reported
 Action ID: Not reported
 Action Name: Not reported
 Action Completion date: 01/01/1990

MCKESSON ENVIROSYSTEMS (Continued)

1000222268

Operable Unit: Not reported
 Contaminated Media: Not reported
 Engineering Control: Not reported
 Contact Name: GREGG FRANKLIN
 Contact Phone and Ext: 4159838300
 Latitude: Not reported
 Longitude: Not reported

Action ID: Not reported
 Action Name: Not reported
 Action Completion date: 01/01/1900
 Operable Unit: Not reported
 Contaminated Media: Not reported
 Engineering Control: Not reported
 Contact Name: GREGG FRANKLIN
 Contact Phone and Ext: 4159838300
 Latitude: Not reported
 Longitude: Not reported

US INST CONTROL:

EPA ID: NYD075806836
 Site ID: Not reported
 Name: MCKESSON ENVIROSYSTEMS
 Action Name: Not reported
 Address: 400 BEAR ST SYRACUSE, NY 13204
 EPA Region: 02
 County: ONONDAGA
 Event Code: CA72EP
 Inst. Control: Not reported
 Actual Date: 03/30/1997
 Complet. Date: 01/01/1900
 Operable Unit: Not reported
 Contaminated Media: Not reported
 Contact Name: GREGG FRANKLIN
 Contact Phone and Ext: 4159838300
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD075806836
 Site ID: Not reported
 Name: MCKESSON ENVIROSYSTEMS
 Action Name: Not reported
 Address: 400 BEAR ST SYRACUSE, NY 13204
 EPA Region: 02
 County: ONONDAGA
 Event Code: CA72ZD
 Inst. Control: Not reported
 Actual Date: 09/30/1995
 Complet. Date: 01/01/1900
 Operable Unit: Not reported
 Contaminated Media: Not reported
 Contact Name: GREGG FRANKLIN
 Contact Phone and Ext: 4159838300
 Latitude: Not reported

MCKESSON ENVIROSYSTEMS (Continued)

1000222268

Longitude: Not reported

SHWS:
 Program: HW
 Site Code: 56333
 Classification: Site is properly closed - requires continued management.
 Region: 7
 Acres: 8.62
 HW Code: 734020
 Record Add: 11/18/1999
 Record Upd: 07/06/2015
 Updated By: SLEDWARD
 Site 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 8.6 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. 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. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for Interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations discontinued. 1987: Revised Part A application for closure submitted

MCKESSON ENVIROSYSTEMS (Continued)

1000222268

to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Envirosystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. 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 OLU 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 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 a 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 Onondaga Lake.

Env Problem:

Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylene) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,1,2-DCE), methylene chloride, and vinyl chloride. The dimethylamine-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The

MCKESSON ENVIROSYSTEMS (Continued)

1000222268

identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylene, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem:

The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and 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. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Dump: False
 Structure: True
 Lagoon: False
 Landfill: False
 Pond: False

MCKESSON ENVIROSYSTEMS (Continued)

1000222268

Disp Start: 1973
 Disp Term: 1984
 Lat/Long: 43.0340 0 / 76.10.19.0
 Dell: False
 Record Add: 11/18/1999 12:00:00 PM
 Record Upd: 2/28/2012 11:19:00 AM
 Updated By: FDLONG
 Own Op: Owner
 Sub Type: E
 Owner Name: James E. Fleer
 Owner Company: McKesson Corporation
 Owner Address: 1 Post Street
 Owner Addr2: 34th floor
 Owner City,St,Zip: San Francisco, CA 94104
 Owner Country: United States of America
 Own Op: Document Repository
 Sub Type: NNN
 Owner Name: Christopher Mannes
 Owner Company: NYSDEC Region 7 Office
 Owner Address: 615 Erie Boulevard West
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13204-2400
 Owner Country: United States of America
 HW Code: 734020
 Waste Type: SPENT SOLVENTS (INCLUDING BTX COMPOUNDS)
 Waste Quantity: 20,000 CUBIC YARDS OF
 Waste Code: Not reported
 HW Code: 734020
 Waste Type: BASE/NEUTRALS
 Waste Quantity: CONTAMINATED SOIL
 Waste Code: Not reported
 Crossref ID: 3308514
 Cross Ref Type Code: 25
 Cross Ref Type: County Recording Identifier
 Record Added Date: 12/4/2014 2:50:00 PM
 Record Updated: 12/4/2014 2:50:00 PM
 Updated By: SLEDWARD
 Crossref ID: NYD075806836
 Cross Ref Type Code: 06
 Cross Ref Type: RCRA EPA ID No.
 Record Added Date: 11/18/1999 12:00:00 PM
 Record Updated: 3/31/2011 9:34:00 AM
 Updated By: DJARRAT
 Crossref ID: MCKESSON ENVIROSYSTEMS
 Cross Ref Type Code: 27
 Cross Ref Type: Alternate Site Name
 Record Added Date: 6/16/2011
 Record Updated: 6/16/2011
 Updated By: jjarat
 Crossref ID: NYD075806836
 Cross Ref Type Code: 05
 Cross Ref Type: EPA Site ID
 Record Added Date: 11/18/1999 12:00:00 PM
 Record Updated: 5/10/2001 4:31:00 PM
 Updated By: REGTRANS

MCKESSON ENVIROSYSTEMS (Continued)

1000222268

VAPOR REOPENED:
 Site Code: 734020
 Facility Status: Complete (No Further Action)

ENG CONTROLS:

Site Code: 56333
 HW Code: 734020
 Control Code: 16
 Control Type: ENG
 Date Record Added: 12/14/2010
 Date Rec Updated: 01/28/2016
 Updated By: FDLONG
 Site 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. 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. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO). Tanks 1-6 (South Parcel)/1951: Tank 7 installed (North Parcel)/1969-1973: Petroleum Storage Facility BP Oil Company (BP)/1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations

MCKESSON ENVIROSYSTEMS (Continued)

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discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Squid Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Envirosystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. 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-1 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 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 Onondaga Lake. Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylene) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical

Env Problem:

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compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylene, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "leakage" was detected during the 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem:

The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and 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. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
 HW Code: 734020
 Control Code: 22

MCKESSON ENVIROSYSTEMS (Continued)

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Control Type: ENG
 Date Record Added: 05/12/2011
 Date Rec Updated: 01/29/2016
 Updated By: PDLONG
 Site Description: 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. 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. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson

MCKESSON ENVIROSYSTEMS (Continued)

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Corporation and Safety-Kleen Envirosystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. 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-1 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 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 Onondaga Lake. Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (t-1,2-DCE), methylene chloride, and vinyl chloride. The dimethylamine-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling Program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit" was detected during the

Env Process:

MCKESSON ENVIROSYSTEMS (Continued)

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August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A FRP-fundred Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the insitu anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing. Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and 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. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

INST CONTROL:

Site Code: 56333
 Control Name: O&M Plan
 HW Code: 734020
 Control Code: 33
 Control Type: INST
 Dt record added: 12/14/2010
 Dt rec updated: 01/29/2016
 Updated By: PDLONG
 Site Code: 56333
 Site Description: Location: The McKesson Envirosystems Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New

MCKESSON ENVIROSYSTEMS (Continued)

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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. 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. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Envirosystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil

MCKESSON ENVIROSYSTEMS (Continued)

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addressed by the OU-1 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 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 Onondaga Lake.

Env Problem:

Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (t-1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit", was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally

MCKESSON ENVIROSYSTEMS (Continued)

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confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP-funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the initial anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem:

The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and 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. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
Control Name: IC/EC Plan
HW Code: 734020
Control Code: 34
Control Type: INST
Dt record added: 12/14/2010
Dt rec updated: 01/29/2016
Updated By: PDLONG
Site Code: 56333
Site 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

MCKESSON ENVIROSYSTEMS (Continued)

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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. 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. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol". to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Envirosystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. 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-1 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

MCKESSON ENVIROSYSTEMS (Continued)

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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 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 Onondaga Lake.

Env Problem:

Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (t-1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit", was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride

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concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the insitu anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and 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. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
Control Name: Site Management Plan
HW Code: 734020
Control Code: 32
Control Type: INST
Dt record added: 12/14/2010
Dt rec updated: 01/29/2016
Updated By: PDLONG
Site Code: 56333

Site 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

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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. 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. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen EnviroSystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. 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-1 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 82 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow

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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 Onondaga Lake.

Env Problem: Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "leakage" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March

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15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the insitu anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and 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. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
Control Name: Monitoring Plan
HW Code: 734020
Control Code: 31
Control Type: INST
Dt record added: 12/14/2010
Dt rec updated: 01/29/2016
Updated By: PDLONG
Site Code: 56333

Site 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

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Recreation). The area to the south is designated T4 General Urban District.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.1920's: Occupied by various salt companies.1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel)1951: Tank 7 installed (North Parcel)1969-1973: Petroleum Storage Facility BP Oil Company (BP)1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents.1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA).1982: ICC operations discontinued.1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87.1988: Operational Unit 01B-Mckesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol"and submitted to NYSDEC.1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site.1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Environments Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time.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 unsolidated deposits beneath the confining layer, an intermediate flow system 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

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Env Problem:

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 Onondaga Lake. Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks.Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "leakage" was detected during the August 1996 semi-annual sampling event.While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contamination in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations.Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD.April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The

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system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing. Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the ground water may move into bedrock fissures and 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. Current buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change. Site Code: 56333 Control Name: Landuse Restriction HW Code: 734020 Control Code: 25 Control Type: INST Dt record added: 12/14/2010 Dt rec updated: 6/1/2016 Updated By: PDLONG Site Code: 56333 Site Description: Location: The McKesson Environments 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 Lakemont 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.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

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MCKESSON ENVIROSYSTEMS (Continued)

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Env Problem:

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.1920's: Occupied by various salt companies.1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel)1951: Tank 7 installed (North Parcel)1969-1973: Petroleum Storage Facility BP Oil Company (BP)1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents.1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA).1982: ICC operations discontinued.1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87.1988: Operational Unit 01B-Mckesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol"and submitted to NYSDEC.1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site.1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Environments Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time.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 unsolidated deposits beneath the confining layer, an intermediate flow system 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 Onondaga Lake. Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the

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MCKESSON ENVIROSYSTEMS (Continued)

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site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A FRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the insitu anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing. Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials.

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People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and 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. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
Control Name: Ground Water Use Restriction
HW Code: 734020
Control Code: 08
Control Type: INST
DI record added: 12/14/2010
DI rc updated: 01/29/2016
Updated By: PDLONG
Site Code: 56333
Site 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. 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. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank

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7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations discontinued. 1987: Revised Part A application for closure submitted to NYSDEC. Remediation Consent Order signed 01/08/1988. Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective action under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Envirosystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. 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-1 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 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 Onondaga Lake. Env Problem: Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and

MCKESSON ENVIROSYSTEMS (Continued)

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vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylene, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A FRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the insitu anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing. Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and 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

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vapor intrusion. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
 Control Name: Soil Management Plan
 HW Code: 734020
 Control Code: 14
 Control Type: INST
 Dt record added: 12/14/2010
 Dt rec updated: 01/29/2016
 Updated By: PDLONG
 Site Code: 56333
 Site 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. 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. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations

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discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Envirosystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. 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 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 Onondaga Lake. Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical

Env Problem:

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compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "leakage" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the insitu anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing. Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and 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. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
 Control Name: Decision Document
 HW Code: 734020

MCKESSON ENVIROSYSTEMS (Continued)

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Control Code: D
 Control Type: INST
 Dt record added: 05/12/2011
 Dt rec updated: 01/29/2016
 Updated By: PDLONG
 Site Code: 56333
 Site 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. 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. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially

MCKESSON ENVIROSYSTEMS (Continued)

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closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Environments Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. 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-1 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 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 Onondaga Lake.

Env Problem: Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception

MCKESSON ENVIROSYSTEMS (Continued)

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(aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and 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. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
Control Name: Deed Restriction
HW Code: 734020
Control Code: A
Control Type: INST
DI record added: 12/14/2010
DI record updated: 01/29/2016
Updated By: PDLONG
Site Code: 56333
Site Description: Location: The McKesson Environments Site is located at 800/801 Van

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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 is zoned for industrial use but is now in a newly established Lakemont 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. Past Use(s) of the Site: This facility was used since the 1920s 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 materials 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. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol". to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification to NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Environments Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across

MCKESSON ENVIROSYSTEMS (Continued)

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the site. The surface fill material consists of the unsaturated soil addressed by the OU-1 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 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 Onondaga Lake.

Env Problem: Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data.

MCKESSON ENVIROSYSTEMS (Continued)

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Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and 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. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

RCRA NonGen / NLR:

Date form received by agency: 01/01/2007
 Facility name: MCKESSON ENVIROSYSTEMS
 Facility address: 400 BEAR ST SYRACUSE, NY 13204
 EPA ID: NYD07580836
 Mailing address: W BERRY ST SUITE 200 FORT WAYNE, NY 46802
 Contact: GREGG FRANKLIN
 Contact address: W BERRY ST SUITE 200 FORT WAYNE, NY 46802
 Contact country: US
 Contact telephone: (415) 983-8300
 Contact email: Not reported
 EPA Region: 02
 Land type: Facility is not located on Indian land. Additional information is not known.
 Classification: Non-Generator

MCKESSON ENVIROSYSTEMS (Continued)

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Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name: INLAND CHEMICAL CORP
 Owner/operator address: 127 W BERRY ST SUITE 200 FORT WAYNE, IN 46802 US
 Owner/operator telephone: (219) 424-1940
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Owner/operator name: INLAND CHEMICAL CORP
 Owner/operator address: SUITE 200 127 W BERRY STREET OPERCITY, IN 99999 US
 Owner/operator telephone: (219) 424-1940
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: Yes
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:

Date form received by agency: 01/01/2006
 Site name: MCKESSON ENVIROSYSTEMS
 Classification: Not a generator, verified

Date form received by agency: 05/11/1998
 Site name: MCKESSON ENVIRO SYSTEMS
 Classification: Large Quantity Generator

Date form received by agency: 11/19/1980
 Site name: MCKESSON ENVIROSYSTEMS
 Classification: Not a generator, verified

F002
 THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE,

MCKESSON ENVIROSYSTEMS (Continued)

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CHLORO BENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLORO BENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2-TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F005
 Waste name: 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.

Date form received by agency: 07/14/1980
 Site name: MCKESSON ENVIROSYSTEMS
 Classification: Large Quantity Generator

Waste code: D001
 Waste name: IGNITABLE WASTE

Waste code: F001
 Waste name: 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.

Waste code: F002
 Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLORO BENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLORO BENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2-TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F003
 Waste name: 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.

MCKESSON ENVIROSYSTEMS (Continued)

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Waste code: F005
 Waste name: 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.

Waste code: U002
 Waste name: 2-PROPANONE (I) (OR) ACETONE (I)

Waste code: U012
 Waste name: ANILINE (I,T) (OR) BENZENAMINE (I,T)

Waste code: U018
 Waste name: BENZ[A]ANTHRAcene

Waste code: U031
 Waste name: 1-BUTANOL (I) (OR) N-BUTYL ALCOHOL (I)

Waste code: U080
 Waste name: METHANE, DICHLORO- (OR) METHYLENE CHLORIDE

Waste code: U112
 Waste name: ACETIC ACID, ETHYL ESTER (I) (OR) ETHYL ACETATE (I)

Waste code: U140
 Waste name: 1-PROPANOL, 2-METHYL- (I,T) (OR) ISOBUTYL ALCOHOL (I,T)

Waste code: U154
 Waste name: METHANOL (I) (OR) METHYL ALCOHOL (I)

Waste code: U159
 Waste name: 2-BUTANONE (I,T) (OR) METHYL ETHYL KETONE (MEK) (I,T)

Waste code: U161
 Waste name: 4-METHYL-2-PENTANONE (I) (OR) METHYL ISOBUTYL KETONE (I) (OR) PENTANOL, 4-METHYL-

Waste code: U188
 Waste name: PHENOL

Waste code: U210
 Waste name: ETHENE, TETRACHLORO- (OR) TETRACHLOROETHYLENE

Waste code: U213
 Waste name: FURAN, TETRAHYDRO-(I) (OR) TETRAHYDROFURAN (I)

Waste code: U220
 Waste name: BENZENE, METHYL- (OR) TOLUENE

Waste code: U226
 Waste name: ETHANE, 1,1,1-TRICHLORO- (OR) METHYL CHLOROFORM

Waste code: U228
 Waste name: ETHENE, TRICHLORO- (OR) TRICHLOROETHYLENE

MCKESSON ENVIROSYSTEMS (Continued)

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Waste code: U239
Waste name: BENZENE, DIMETHYL- (1,T) (OR) XYLENE (1)
Date form received by agency: 12/31/1979
Site name: MCKESSON ENVIROSYSTEMS
Classification: Large Quantity Generator

Corrective Action Summary:
Event date: 08/05/1987
Event: RFI Imposition
Event date: 08/31/1987
Event: RFI Imposition
Event date: 07/30/1990
Event: RFI Workplan Approved
Event date: 03/18/1994
Event: RFI Approved
Event date: 03/18/1994
Event: CMS Approved
Event date: 03/18/1994
Event: Date For Remedy Selection (CM Imposed)
Event date: 03/30/1994
Event: CA772EP
Event date: 05/30/1994
Event: CMI Workplan Approved
Event date: 04/18/1995
Event: RFA Completed
Event date: 05/15/1995
Event: RFA Determination Of Need For An RFI, RFI Is Necessary;
Event date: 06/27/1995
Event: CA Responsibility Referred To A Non-RCRA Federal Authority, Corrective Action referred to another non-RCRA Federal Authority.
Event date: 07/30/1995
Event: Certification Of Remedy Completion Or Construction Completion
Event date: 07/30/1995
Event: CA770NG
Event date: 08/30/1995
Event: RFI Workplan Approved
Event date: 09/30/1995
Event: CA772ID
Event date: 09/03/1996
Event: CA Prioritization, Facility or area was assigned a low corrective action priority.

MCKESSON ENVIROSYSTEMS (Continued)

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Event date: 03/15/1997
Event: Date For Remedy Selection (CM Imposed)
Event date: 03/15/1997
Event: CMS Approved
Event date: 03/15/1997
Event: RFI Approved
Event date: 03/30/1997
Event: CA772EP
Event date: 09/30/1997
Event: CMI Workplan Approved
Event date: 01/30/1998
Event: Certification Of Remedy Completion Or Construction Completion
Event date: 04/30/1998
Event: CA770GW
Event date: 06/24/1999
Event: CA Prioritization, Facility or area was assigned a medium corrective action priority.
Event date: 09/26/2000
Event: Igration of Contaminated Groundwater under Control, Yes, Migration of Contaminated Groundwater Under Control has been verified. Based on a review of information contained in the EI determination, it has been determined that migration of contaminated groundwater is under control at the facility. Specifically, this determination indicates that the migration of contaminated groundwater is under control, and that monitoring will be concluded to confirm that contaminated groundwater remains within the existing area of contaminated groundwater. This determination will be re-evaluated when the Agency becomes aware of significant changes at the facility.
Event date: 09/26/2000
Event: Current Human Exposures under Control, Yes, Current Human Exposures Under Control has been verified. Based on a review of information contained in the EI determination, current human exposures are expected to be under control at the facility under current and reasonably expected conditions. This determination will be re-evaluated when the Agency/State becomes aware of significant changes at the facility.
Event date: 09/26/2006
Event: CA550RC
Event date: 09/26/2006
Event: Date For Remedy Selection (CM Imposed)
Event date: 11/14/2014
Event: CA577
Event date: 02/19/2015
Event: CA800YE

MCKESSON ENVIROSYSTEMS (Continued)

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Facility Has Received Notices of Violations:
Regulation violated: Not reported
Area of violation: Generators - General
Date violation determined: 05/03/1984
Date achieved compliance: 08/13/1984
Violation lead agency: EPA
Enforcement action: Not reported
Enforcement action date: Not reported
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: Not reported
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Evaluation Action Summary:
Evaluation date: 04/29/1992
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: EPA
Evaluation date: 06/15/1988
Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State
Evaluation date: 09/29/1987
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State
Evaluation date: 03/03/1986
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State
Evaluation date: 09/13/1984
Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State
Evaluation date: 08/13/1984
Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State
Evaluation date: 05/03/1984
Evaluation: FINANCIAL RECORD REVIEW
Area of violation: Generators - General
Date achieved compliance: 08/13/1984

MCKESSON ENVIROSYSTEMS (Continued)

100022268

Evaluation lead agency: EPA
2020 COR ACTION:
EPA ID: NYD075806836
Region: 2
Action: Remedy Constructed

FNDS:
Registry ID: 110032990627

Environmental Interest/Information System
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

ECHO:
Envid: 100022268
Registry ID: 110032990627
DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110032990627

Y108 LOWER LEY CREEK NY SHWS S113916761
SE 7TH NORTH STREET N/A
1/2-1 SYRACUSE, NY 13210
0.846 mi. Site 1 of 2 in cluster Y
4466 ft.

Relative: SHWS:
Higher: Program: HW
Site Code: 438019
Actual: Classification: Significant threat to the public health or environment - action
398 ft. required.
Region: 7
Acres: 16
HW Code: 734123
Record Add: 07/27/2010
Record Upd: 10/16/2014
Updated By: DJHESLER
Site Description: Location: The Lower Ley Creek Site is located in an urban area in the Town of Salina, Onondaga County. The site consists of the lower two miles of Ley Creek beginning at the crossing of Ley Creek by Route 11 (a.k.a. Brewerton Road) and ending downstream at the mouth of Ley Creek at Onondaga Lake. Site Features: The main site features include the creek and creek sediments. Current Zoning and Land Use: Ley Creek is a Class C stream from the mouth of the creek to a point approximately 1.3 miles upstream of the mouth. Upstream of this point, Ley Creek is a Class B stream. The land surrounding Lower Ley Creek is mostly industrial. The surrounding area contains numerous industries, roads, bridges, railroad tracks and businesses. Lower Ley Creek also flows adjacent to two landfills. The creek itself is not used commercially. The site was listed on the National Priorities List (NPL) in July 2010 as a sub-site to the Onondaga Lake NPL Site. Past Use of the Site: Prior to the early 1970s, poor channel

LOWER LEY CREEK (Continued)

S11391671

conditions and large impermeable areas in the vicinity of the creek caused extensive flooding of Ley Creek. In an effort to alleviate flooding, Ley Creek was dredged in the 1970s, and the dredged material was placed along the banks of the creek. Prior to 1938, the area was generally used for agriculture. Site Geology and Hydrogeology: The soils surrounding the site consist of glacial origin deposits including fill, outwash, alluvial and glacio-lacustrine sediments. Above the unconsolidated soils in some areas near the site are fill deposits of cinders, ash and Solvay waste. Human activities have altered the natural soil surrounding most of the site, and most of the original soils are no longer found. The stream sediments are generally soft with little stone. Much of the stream is shallow, but there are pockets of sediment that exist to depths of 8-10 feet deep. Water flows in a south-westerly direction to Onondaga Lake. Ley Creek accounts for approximately 8% of the total water inflow to the lake. Groundwater discharge accounts for approximately 35% of the stream flow in Ley Creek.

Env Problem: Contaminant levels in sediment exceed the severe effect limits for aquatic plants and animals. EPA sampling in 2010 and 2011 has shown the presence of PCBs at hazardous waste levels in both the sediments and soils. In addition, sediment sampling showed levels of heavy metals exceeding the DEC Fish Kamp, Wildlife Severe Effect Levels (SEL). For example, chromium was found at a concentration of 6,290 ppm, well above the SEL of 110 ppm. Access to this site is unrestricted, and the property is next to a public thoroughfare. The site poses a significant threat to fish and wildlife. The June 2013 RI performed by EPA determined that PCBs are the major contaminant of concern in the sediment and soil at the site. An EPA ROD was issued for the site on September 30, 2014. The ROD, in part, called for sediment removal to PCB concentrations of 1 ppm PCB in the creek, and soil excavation to 1 ppm PCB in the top 2 feet and 10 ppm PCB below 2 feet.

Health Problem: People are not drinking contaminants in the creek water because the area is served by a public water supply that obtains its water from a different source. People may come in contact with contaminants in creek water and/or shallow sediments while entering or exiting the creek during recreational activities. Contact with site-related contamination along the creek banks and in nearby soil is minimized because the areas are well vegetated with grass and brush. However, people may still come in contact with site-related contaminants in these areas if they dig below the surface. Currently, there is a health advisory for people to limit their consumption of fish from the creek.

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 6/17/2014 11:31:00 AM
Record Upd: 6/17/2014 11:32:00 AM
Updated By: RXMUSTIC
Own Op: Not reported
Sub Type: Not reported

LOWER LEY CREEK (Continued)

S11391671

Owner Name: Not reported
Owner Company: Not reported
Owner Address: Not reported
Owner Addr2: Not reported
Owner City, St, Zip: Not reported
Owner Country: Not reported
HW Code: 734123
Waste Type: POLYCHLORINATED BIPHENYLS (PCB)
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

Y109 SE 1/2-1 0.846 mi. 4466 ft. Site 2 of 2 in cluster Y

Relative: Higher
Actual: 398 ft.
SHWS: Program: HW Site Code: 56327
Classification: Does not present a significant threat to the public health or the environment - action may be deferred.

Region: 7
Acres: 37
HW Code: 734004
Record Add: 11/18/1999
Record Upd: 12/29/2015
Updated By: DJHESLER
Site Description: Location: The Crouse-Hinds Landfills Site consists of two inactive landfills, referred to as the North and South Landfills. The Site is located in the Town of Salina (North Landfill) and City of Syracuse (South Landfill), Onondaga County, New York. The North Landfill is bordered along its northern border by vacant land owned by Plaza East, LLC. This vacant land to the north of the North Landfill consists of areas of fill (municipal waste and miscellaneous debris) with woodland cover and wetlands. The North Landfill is bordered to the east by CSX railroad tracks followed by the Cooper Crouse-Hinds manufacturing facility. Seventh North Street followed by the South Landfill border the North Landfill to the south. West of the North Landfill are wetlands, also owned by Plaza East, followed by Ley Creek. The South Landfill is bordered to the north by Seventh North Street followed by the North Landfill. To the east, the South Landfill is bordered by CSX railroad tracks. Undeveloped woods, wetlands and mixed commercial and retail development border the South Landfill to the south. Ley Creek abuts the entire west and northwest boundary of the South Landfill. Site Features: The North Landfill is 21.5 acres in size, and the South Landfill is 19.4 acres in size. Seventh North Street is oriented southeast-northwest and separates the two landfills that comprise the site. Adjacent to the North Landfill are on-site wetlands to the east and west, along with an on-site drainage channel to the east. Adjacent to the South Landfill are on-site wetlands to the south and an on-site drainage channel to

NY SHWS S101008535
NY SWF/LF NA
NY Spills

CROUSE-HINDS (Continued)

S101008535

the east. Current Zoning: The Site is currently zoned industrial and is located in an area of mixed usage including light industrial/manufacturing and commercial. Historical Use: Prior to the mid-to-late 1950s the North and South Landfills areas had been occupied by low lying fields, salt marshes and woodlands. From the mid-1950s to 1989 fill material was placed across various areas of the North and South Landfills. Beginning in the mid-1950s, the North Landfill was used for disposal of industrial wastes that were generated at the Crouse-Hinds manufacturing facility. Wastes disposed of in the North Landfill include: foundry sand, floor sweepings, metal buffing and polishing residue, scrap lumber, plastic wastes and paint scrapings, all originating from the facility. Zinc hydroxide sludge generated from the facility's wastewater treatment plant was also disposed of in the North Landfill from 1972 to 1980. Waste disposal was discontinued at the North Landfill in 1989, and it has been inactive since. In 1960, the company began using the South Landfill for disposal of industrial wastes that were generated at the Cooper Crouse-Hinds, LLC manufacturing facility. These wastes included: foundry molds and core sand, scrap steel drums and shot, fly ash, paint scrapings, garbage and construction and demolition debris. In addition to disposal of wastes by the facility, from 1960 to 1965, the South Landfill also accepted approximately 2,000 cubic yards per week of municipal solid waste from the City of Syracuse. Waste disposal activities were discontinued at the South Landfill in 1969, and the South Landfill has been inactive ever since that time. Site Geology and Hydrogeology: The site geology consists of unconsolidated glaciolacustrine and glacioluvial sediments as described below. A shallow groundwater flow system, located from approximately 6 to 30 feet below the ground surface, in the fill, peat, sand and silt deposits, and a deep confined groundwater flow system located in sand and gravel deposits are present at the site. The deep groundwater system is separated from the overlying shallow groundwater system by a continuous confining layer of silt and clay deposits of varying thickness commencing at approximately 30 feet below ground surface. Groundwater flow in the shallow groundwater system is generally to the west toward Ley Creek. Groundwater flow in the deep groundwater flow system is generally to the east. Groundwater in the deep aquifer exhibits a strong upward vertical gradient and at times exhibits artesian conditions in the deep wells located on the North Landfill.

Env Problem: No threatened or endangered plant or animal species were observed on the Crouse-Hinds Landfills Site or are believed to inhabit the site. The site supports vegetation and wildlife consistent with terrestrial, wetland and stream corridor cover types. Contaminants of concern were detected at concentration levels exceeding relevant ecological criteria in shallow and subsurface soil, on-site sediment, surface water and groundwater at the site. While contaminants of concern were detected in the sediment and surface water in Ley Creek, the data demonstrate that the current impacts to Ley Creek are not attributable to the site. Rather, sampling has shown that upstream sources, not associated with this site, are impacting the creek. For example, lead in Ley Creek surface water was detected at concentrations in excess of the New York State surface water quality standard (17.9 ppb) adjacent to the site; however, the highest concentration detected in Ley Creek during the RI was at the upgradient sampling location (84.2 ppb). In addition, sediment concentrations of PAHs, PCBs and metals generally remain consistent

CROUSE-HINDS (Continued)

S101008535

from upstream of the landfills to downstream of the landfills indicating that the site is not significantly impacting Ley Creek. Complete and potentially ecologically-significant pathways to wildlife receptors were identified for each of the media (soil, sediment, groundwater and surface water) sampled at the site. The site is unpaved and exhibits a potential pathway to wildlife receptors through the erosion of contaminated surface soils to onsite wetlands and drainage channels. Contaminated sediment erosion to Ley Creek is minimized by sediment check dams in a drainage channel to the wetland east of the North Landfill and by the prior removal of a 36-inch culvert from a drainage channel between Ley Creek and the wetland adjacent to the South Landfill. Both soil and waste provide a complete pathway to burrowing wildlife. Surface water and sediments in drainage channels and wetlands at the site provide a complete pathway to aquatic organisms and their predators. Surface water runoff to Ley Creek provides a potential pathway to aquatic organisms and their predators. Groundwater seepage to surface water onsite provides a potential pathway to aquatic organisms.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Also, they are not coming into contact with the groundwater unless they dig deeper than six feet below the ground surface. The potential for direct contact with contaminated surface soils identified in isolated areas of the site is minimized by vegetation that covers the site. People are not expected to come into direct contact with contaminated soil (dirt) or sediment unless they dig below the ground surface or waste through creek and/or wetland sediment. 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 vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for people to inhale site-related contaminants in indoor air due to soil vapor intrusion in any future on-site building development and occupancy. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Dump: True
Structure: False
Lagoon: False
Landfill: True
Pond: False
Disp Start: unknown
Disp Term: unknown
Lat/Long: 43:05:08.0 / 76:09:40.0
Dell: False
Record Add: 11/18/1999 12:00:00 PM
Record Upd: 10/3/2012 3:54:00 PM
Updated By: RXMUSTIC
Own Op: Disp. Owner
Sub Type: NNN
Owner Name: Not reported
Owner Company: CROUSE HINDS
Owner Address: Not reported

CROUSE-HINDS (Continued)

S101008535

Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: Owner
 Sub Type: E
 Owner Name: Not reported
 Owner Company: CROUSE HINDS
 Owner Address: 7TH NORTH ST.
 Owner Addr2: Not reported
 Owner City,St,Zip: SYRACUSE, NY 13210
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: E
 Owner Name: Not reported
 Owner Company: CROUSE HINDS
 Owner Address: 421 MONTGOMERY ST.
 Owner Addr2: Not reported
 Owner City,St,Zip: SYRACUSE, NY 13210
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Onondaga County
 Owner Address: 421 Montgomery Street
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13210
 Owner Country: United States of America
 Own Op: Document Repository
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Salina Free Library
 Owner Address: 100 Belmont Street
 Owner Addr2: Not reported
 Owner City,St,Zip: Mattydale, NY 13211
 Owner Country: United States of America
 Own Op: Owner
 Sub Type: 02
 Owner Name: Not reported
 Owner Company: CROUSE HINDS, INC.
 Owner Address: 7TH NORTH STREET
 Owner Addr2: Not reported
 Owner City,St,Zip: SYRACUSE, NY 13210
 Owner Country: United States of America
 Own Op: Document Repository
 Sub Type: NNN
 Owner Name: Richard Mustico, P.E.
 Owner Company: New York State Department of Environmental Conservation
 Owner Address: 625 Broadway
 Owner Addr2: Not reported
 Owner City,St,Zip: Albany, NY 12233
 Owner Country: United States of America
 Own Op: Document Repository
 Sub Type: NNN
 Owner Name: Samuel Sage
 Owner Company: Atlantic States Legal Foundation
 Owner Address: 658 West Onondaga Street
 Owner Addr2: Not reported

CROUSE-HINDS (Continued)

S101008535

Owner City,St,Zip: Syracuse, NY 13204
 Owner Country: United States of America
 HW Code: 734004
 Waste Type: PHENOL
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: INDUSTRIAL WASTES
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: ZINC
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: BENZENE
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: PCB-AROCOLOR 1254
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: 1,4-DICHLOROBENZENE
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: PCB-AROCOLOR 1242
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: BENZO(A)PYRENE
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: CHROMIUM
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: CHLOROBENZENE
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: ARSENIC
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: BENZO(A)ANTHRACENE
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: PCB-AROCOLOR 1248
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: PCB-AROCOLOR 1260
 Waste Quantity: UNKNOWN

CROUSE-HINDS (Continued)

S101008535

Waste Code: Not reported
 HW Code: 734004
 Waste Type: PCB aroclor 1248
 Waste Quantity: Not reported
 HW Code: 734004
 Waste Type: PCB aroclor 1254
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: PCB aroclor 1242
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: benzo(a)anthracene
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: CHROMIUM
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: PCB-AROCOLOR 1260
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734004
 Waste Type: LEAD
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 Crossref ID: COOPER CROUSE-HINDS, LLC
 Cross Ref Type Code: 27
 Cross Ref Type: Alternate Site Name
 Record Added Date: 6/16/2011
 Record Updated: 6/16/2011
 Updated By: jbjarnat
 Crossref ID: 34-S-72
 Cross Ref Type Code: 07
 Cross Ref Type: Muni. Waste ID
 Record Added Date: 11/18/1999 12:00:00 PM
 Record Updated: 2/24/2005 3:54:00 PM
 Updated By: INITIAL
 Crossref ID: 049
 Cross Ref Type Code: 13
 Cross Ref Type: Senate District
 Record Added Date: 11/18/1999 12:00:00 PM
 Record Updated: 2/24/2005 3:54:00 PM
 Updated By: INITIAL
 Crossref ID: 120
 Cross Ref Type Code: 14
 Cross Ref Type: Assembly District
 Record Added Date: 11/18/1999 12:00:00 PM
 Record Updated: 2/24/2005 3:54:00 PM
 Updated By: INITIAL
 Crossref ID: NYD980641526
 Cross Ref Type Code: 05
 Cross Ref Type: EPA Site ID
 Record Added Date: 11/18/1999 12:00:00 PM

CROUSE-HINDS (Continued)

S101008535

Record Updated: 5/10/2001 4:31:00 PM
 Updated By: REGTRANS
 Crossref ID: NYD00227973
 Cross Ref Type Code: 06
 Cross Ref Type: RCRA ID
 Record Added Date: 11/18/1999 12:00:00 PM
 Record Updated: 2/24/2005 3:54:00 PM
 Updated By: INITIAL
 SWF/FLF:
 Flag: INACTIVE
 Region Code: 7
 Phone Number: 3154777000
 Owner Name: Not reported
 Owner Type: Not reported
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: Not reported
 Owner Email: Not reported
 Owner Phone: Not reported
 Contact Name: Not reported
 Contact Address: Not reported
 Contact Addr2: Not reported
 Contact City,St,Zip: Not reported
 Contact Email: Not reported
 Contact Phone: Not reported
 Activity Desc: Landfill - municipal solid waste
 Activity Number: [34S72]
 Active: No
 East Coordinate: Not reported
 North Coordinate: Not reported
 Accuracy Code: Not reported
 Regulatory Status: None
 Waste Type: Foundry Sand;MSW (Residential/Institutional & Commercial)
 Authorization #: Not reported
 Authorization Date: Not reported
 Expiration Date: Not reported
 SPILLS:
 Facility ID: 9701089
 Facility Type: ER
 DER Facility ID: 275908
 Site ID: 82517
 DEC Region: 7
 Spill Date: 1997-04-24
 Spill Number/Closed Date: 9701089 / 1997-04-30
 Spill Cause: Unknown
 Spill Class: Possible release with minimal potential for fire or hazard or known release with no damage. No DEC Response. No corrective action required.
 SWIS:
 Investigator: 3400
 Referred To: CFMANNES
 Reported To: Not reported
 CID: 1997-04-24
 Water Affected: 252
 LEY CREEK

CROUSE-HINDS (Continued)

S101008535

Spill Source: Unknown
 Spill Notifier: DEC
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 USF Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1997-04-24
 Spill Record Last Update: 1997-04-24
 Spiller Name: UNKNOWN
 Spiller Company: Unknown
 Spiller Address: UNKNOWN
 Spiller City,St,Zip: UNKNOWN, NY
 Spiller Company: 999
 Contact Name: KAREN WILLIAMS
 Contact Phone: (315) 426-7400
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was CM *
 Remarks: *CITIZEN COMPLAINT WAS MADE TO NYSDEC ECO WILLIAMS REGARDING ORANGE SLUDGE OBSERVED IN ROADWAY DITCH-CREEK NEARBY.THIS INFO PER FAX *

Material:

Tank Test:

110 NNW 12-1 0.849 mi. 4485 ft. Relative: Higher Actual: 401 ft.

QUANTA RESOURCES SITE USEPA REGION 2 2802-2810 LODI ST SYRACUSE, NY 13208

SEMS 1000321851
 CORRACTS NYD980592448
 NY SHWS
 NY INST CONTROL
 RCRA NonGen / NLR
 2020 COR ACTION
 PRP
 ICIS
 FINDS
 NY MANIFEST
 ECHO

SEMS:
 Site ID: 202122
 EPA ID: NYD980592448
 Federal Facility: N
 NPL: Not on the NPL
 Non NPL Status: Referred to Removal - NFRAP

Following information was gathered from the prior CERCLIS update completed in 10/2013:

Site ID: 0202122
 EPA ID: NYD980592448
 Facility County: ONONDAGA
 Short Name: QUANTA RESOURCES CORPORAT
 Congressional District: 25
 IFMS ID: 025X
 SMSA Number: 8160
 USGC Hydro Unit: 04140201
 Federal Facility: Not a Federal Facility
 DMNSN Number: 0.00000
 Site Orphan Flag: N

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

RCRA ID: Y
 USGS Quadrangle: Not reported
 Site Init By Prog: Not reported
 NFRAP Flag: Not reported
 Parent ID: Not reported
 RST Code: Not reported
 EPA Region: 02
 Classification: Chemical Plant
 Site Settings Code: Not reported
 NPL Status: Not on the NPL
 DMNSN Unit Code: Not reported
 RBRAC Code: Not reported
 RRresp Fed Agency Code: Not reported
 Non NPL Status: Referred to Removal - NFRAP
 Non NPL Status Date: 09/27/02
 Site Fips Code: 36067
 CC Concurrence Date: / /
 CC Concurrence FY: Not reported
 Alias EPA ID: Not reported
 Site FUDS Flag: Not reported

CERCLIS Site Alias Name(s):

Alias ID: 101
 Alias Name: QUANTA RESOURCES CORPORATION
 Alias Address: Not reported
 ONONDAGA, NY
 Alias Comments: Not reported
 Site Description: 0.75 ACRE ABANDONED WASTE OIL PROCESSING FAC WASTE HANDLING OPER EMPLOYED 52 ABOVEGRND STORAGE TANKS 4 BELOW GRND TNKS & 3 SUMPFS. CONTENTS INCLD WASTE OIL, OIL/WTR MIX, CAUSTICS & ACIDS.

CERCLIS Assessment History:

Action Code: 001
 Action: DISCOVERY
 Date Started: / /
 Date Completed: 09/01/84
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: PRELIMINARY ASSESSMENT
 Date Started: / /
 Date Completed: 10/31/84
 Priority Level: Low priority for further assessment
 Operable Unit: SITEWIDE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Action Code: 001
 Action: SITE INSPECTION
 Date Started: 07/01/85
 Date Completed: 08/31/85
 Priority Level: NFRAP-Site does not qualify for the NPL based on existing information
 Operable Unit: SITEWIDE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: SITE INSPECTION
 Date Started: 01/10/86
 Date Completed: 02/10/86
 Priority Level: NFRAP-Site does not qualify for the NPL based on existing information
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: NON-NATIONAL PRIORITIES LIST POTENTIALLY RESPONSIBLE PARTY SEARCH
 Date Started: 04/05/90
 Date Completed: 12/14/90
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: Public Notice Published
 Date Started: / /
 Date Completed: 01/08/91
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: REMOVAL
 Date Started: 04/04/90
 Date Completed: 04/28/92
 Priority Level: Stabilized
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Primary
 Urgency Indicator: Time Critical

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Action Anomaly: Not reported
 Action Code: 003
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 09/30/92
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 09/30/92
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 003
 Action: SITE INSPECTION
 Date Started: 02/18/93
 Date Completed: 02/18/93
 Priority Level: NFRAP-Site does not qualify for the NPL based on existing information
 Operable Unit: SITEWIDE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: ISSUE REQUEST LETTERS (104E)
 Date Started: / /
 Date Completed: 02/08/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: Notice Letters Issued
 Date Started: / /
 Date Completed: 02/08/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: PREPARATION OF COST DOCUMENT PACKAGE
 Date Started: / /
 Date Completed: 04/19/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: NON-NATIONAL PRIORITIES LIST POTENTIALLY RESPONSIBLE PARTY SEARCH
 Date Started: 07/17/95
 Date Completed: 09/13/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: REMOVAL NEGOTIATIONS
 Date Started: 08/20/90
 Date Completed: 09/29/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: COST RECOVERY NEGOTIATIONS
 Date Started: 02/08/95
 Date Completed: 09/29/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: CONSENT AGREEMENT (ADMINISTRATIVE)
 Date Started: / /
 Date Completed: 09/29/95

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 09/28/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: ISSUE REQUEST LETTERS (104E)
 Date Started: / /
 Date Completed: 08/28/96
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: Notice Letters Issued
 Date Started: / /
 Date Completed: 08/28/96
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: REMOVAL NEGOTIATIONS
 Date Started: 08/28/96
 Date Completed: 09/30/96
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 004

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Action Code: 003
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 09/30/96
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: REMOVAL
 Date Started: 08/04/97
 Date Completed: 09/18/97
 Priority Level: Cleaned up
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Primary
 Urgency Indicator: Emergency
 Action Anomaly: Not reported

Action Code: 001
 Action: Lodged By DOJ
 Date Started: / /
 Date Completed: 10/27/97
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: CONSENT DECREE
 Date Started: 09/16/97
 Date Completed: 01/12/98
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: POTENTIALLY RESPONSIBLE PARTY REMOVAL
 Date Started: 09/30/96
 Date Completed: 04/12/00
 Priority Level: Stabilized
 Operable Unit: SITEWIDE
 Primary Responsibility: Responsible Party
 Planning Status: Primary
 Urgency Indicator: Time Critical
 Action Anomaly: Not reported

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Action Code: 003
 Action: REMOVAL
 Date Started: 10/07/99
 Date Completed: 09/13/00
 Priority Level: Cleaned up
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Primary
 Urgency Indicator: Time Critical
 Action Anomaly: Not reported

Action Code: 002
 Action: Lodged By DOJ
 Date Started: / /
 Date Completed: 07/11/07
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: CONSENT DECREE
 Date Started: / /
 Date Completed: 08/23/07
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

CORTRACTS:

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19930908
 Action: CA075H - CA Prioritization, Facility or area was assigned a high corrective action priority

NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950509
 Action: CA070YE - RFA Determination Of Need For An RFI, RFI is Necessary
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950509
 Action: CA450 - RFA Completed
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950210
 Action: CA210SF - CA Responsibility Referred To A Non-RCRA Federal Authority, Corrective Action at the facility or area referred to CERCLA
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950210
 Action: CA225NF - Stabilization Measures Evaluation. This facility, is not amenable to stabilization activity at the present time, because it appears to be technically infeasible or, inappropriate
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20150313
 Action: CA800YE
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20110216
 Action: CA380 - Date For Public Notice On Proposed Remedy
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Area Name: SITEWIDE
 Actual Date: 2010321
 Action: CA725YE - Current Human Exposures Under Control, Yes, Current Human Exposures Under Control has been verified
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20130327
 Action: CA750YE - Migration of Contaminated Groundwater under Control, Yes, Migration of Contaminated Groundwater Under Control has been verified
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: OU-1A - SOIL REMOVAL, IRM
 Actual Date: 19900228
 Action: CA610
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: OU-1A - SOIL REMOVAL, IRM
 Actual Date: 19900228
 Action: CA070 - RFA Determination Of Need For An RFI
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20110329
 Action: CA400 - Date For Remedy Selection (CM Imposed)
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: OU-1A - SOIL REMOVAL, IRM
 Actual Date: 19920530
 Action: CA650 - Stabilization Construction Completed
 NAICS Code(s): 32411
 Petroleum Refineries

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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Schedule end date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20140930
 Action: CA550RC
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

SHWS:
 Program: HW
 Site Code: 58628
 Classification: Site is properly closed - requires continued management.
 Region: 7
 Acres: 0.413
 HW Code: 734013
 Record Add: 11/18/1999
 Record Upd: 05/27/2015
 Updated By: HDWARNER
 Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination/Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCSs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. 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

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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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 vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Dump: False
 Structure: True
 Lagoon: False
 Landfill: False
 Pond: False
 Disp Start: 1920s
 Disp Term: 1981
 Lat/Long: 43.04:10.0 / 76.10:01.0
 Delt: False
 Record Add: 11/18/1999 12:00:00 PM
 Record Upd: 4/4/2014 11:47:00 AM
 Updated By: CFMANNES
 Own Op: Disp. Owner
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: *** MULTIPLE SITE OWNERS ***
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Ag-Met Oil Service
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: Owner
 Sub Type: NNN
 Owner Name: Allen G. Reiter, Esq.
 Owner Company: Arent Fox LLP Attorneys at Law
 Owner Address: 1675 Broadway
 Owner Addr2: Not reported
 Owner City,St,Zip: New York, NY 10019-5829
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Anchor Oil (Northeast Oil Services)
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Newton Refining

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: E
 Owner Name: Not reported
 Owner Company: Hudson Oil
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Hudson Oil
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Quanta Resources
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Seltz Oil Products
 Owner Address: 2302 Lodi Street
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13208
 Owner Country: United States of America
 HW Code: 734013
 Waste Type: FLAMMABLE LIQUID, (D001, D008, F002, F003, F005)
 Waste Quantity: UNKNOW
 Waste Code: Not reported
 HW Code: 734013
 Waste Type: ORGANIC LIQUID, (D040, F002, F003, F005)
 Waste Quantity: UNKNOW
 Waste Code: Not reported
 HW Code: 734013
 Waste Type: CAUSTIC LIQUID & SOLIDS (D002)
 Waste Quantity: UNKNOW
 Waste Code: Not reported
 HW Code: 734013
 Waste Type: CONCENTRATED SULFURIC ACID (D002)
 Waste Quantity: UNKNOW
 Waste Code: Not reported
 HW Code: 734013
 Waste Type: ACID SLUDGES (D001, D002, D004)
 Waste Quantity: UNKNOW
 Waste Code: Not reported
 HW Code: 734013

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Waste Type: ORGANIC SLUDGES (D006, D007, D008, F002)
 Waste Quantity: UNKNOW
 Waste Code: Not reported
 HW Code: 734013
 Waste Type: ORGANIC SOLIDS (D040, F002, F003, F005)
 Waste Quantity: UNKNOW
 Waste Code: Not reported
 Crossref ID: D7-0001-07-07
 Cross Ref Type Code: 23
 Cross Ref Type: Agreement/Consent Order Number
 Record Added Date: 5/31/2013 11:25:00 AM
 Record Updated: 5/31/2013 11:25:00 AM
 Updated By: CFMANNES
 Crossref ID: BIP 05301/0515 InsI#35940
 Cross Ref Type Code: 25
 Cross Ref Type: County Recording Identifier
 Record Added Date: 2/13/2015 9:35:00 AM
 Record Updated: 2/13/2015 9:38:00 AM
 Updated By: CFMANNES
 Crossref ID: QUANTA RESOURCES SITE-USEPA REGION 2
 Cross Ref Type Code: 27
 Cross Ref Type: Alternate Site Name
 Record Added Date: 6/16/2011
 Record Updated: 6/16/2011
 Updated By: jhjarat
 Crossref ID: NYD980592448
 Cross Ref Type Code: 05
 Cross Ref Type: EPA Site ID
 Record Added Date: 11/18/1999 12:00:00 PM
 Record Updated: 5/10/2001 4:31:00 PM
 Updated By: REGTRANS
 Crossref ID: NYD980592448
 Cross Ref Type Code: 06
 Cross Ref Type: RCRA EPA ID No.
 Record Added Date: 11/18/1999 12:00:00 PM
 Record Updated: 3/31/2011 9:33:00 AM
 Updated By: DADESNOY

INST CONTROL:
 Site Code: 58626
 Control Name: Ground Water Use Restriction
 HW Code: 734013
 Control Code: 08
 Control Type: INST
 Dt record added: 05/31/2013
 Dt rec updated: 05/05/2015
 Updated By: SRHEIGEL
 Site Code: 58626
 Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seltz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil, MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. 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 vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
 Control Name: Soil Management Plan
 HW Code: 734013
 Control Code: 14
 Control Type: INST
 Dt record added: 05/31/2013
 Dt rec updated: 05/05/2015
 Updated By: SRHEIGEL
 Site Code: 58626
 Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings.

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil, MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. 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 vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
 Control Name: O&M Plan
 HW Code: 734013
 Control Code: 14
 Control Type: INST
 Dt record added: 05/31/2013
 Dt rec updated: 05/05/2015
 Updated By: SRHEIGEL
 Site Code: 58626
 Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. 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 vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
 Control Name: ICIEC Plan
 HW Code: 734013
 Control Code: 34
 Control Type: INST
 Dt record added: 05/31/2013
 Dt rec updated: 05/05/2015
 Updated By: SRHEIGEL
 Site Code: 58626

Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. 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 vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
 Control Name: Monitoring Plan
 HW Code: 734013
 Control Code: 31
 Control Type: INST
 Dt record added: 05/31/2013
 Dt rec updated: 05/05/2015
 Updated By: SRHEIGEL
 Site Code: 58626

Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Health Problem: Management Plan. People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. 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 vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
 Control Name: Site Management Plan
 HW Code: 734013
 Control Code: 32
 Control Type: INST
 Dt record added: 05/31/2013
 Dt rec updated: 05/05/2015
 Updated By: SRHEIGEL
 Site Code: 58626
 Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Env Problem: from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Health Problem: gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. 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 vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
 Control Name: Environmental Easement
 HW Code: 734013
 Control Code: J
 Control Type: INST
 Dt record added: 05/31/2013
 Dt rec updated: 05/05/2015
 Updated By: SRHEIGEL
 Site Code: 58626
 Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Env Problem: observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

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 vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
 Control Name: Landuse Restriction
 HW Code: 734013
 Control Code: 25
 Control Type: INST
 DT record added: 05/1/2013
 DT rec updated: 05/05/2015
 Updated By: SRHEIGEL
 Site Code: 58626
 Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1950s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seltz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from 28 to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

the site.
 Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater is being managed under a Site Management Plan.
 Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. 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 vacant, the inhalation of

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

RCRA NonGen / NLR:
 Date form received by agency: 01/01/2007
 Facility name: QUANTA RESOURCES SITE-USEPA REGION 2
 Facility address: 2802-2810 LODI ST SYRACUSE, NY 13208
 EPA ID: NYD980592448
 Mailing address: LODI ST SYRACUSE, NY 13208
 Contact: Not reported
 Contact address: LODI ST SYRACUSE, NY 13208
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Land type: Facility is not located on Indian land. Additional information is not known.
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: QUANTA RESOURCES CORPORATION
 Owner/operator address: 1 RIVER ROAD EDGEWATER, NJ 07020
 Owner/operator country: US
 Owner/operator telephone: (201) 941-1776
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Owner/operator name: QUANTA RESOURCES CORPORATION
 Owner/operator address: 1 RIVER ROAD OPERCITY, NJ 99999
 Owner/operator country: US
 Owner/operator telephone: (201) 941-1776
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler accessibility indicator: Transferred to the program or state equivalent.

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2006
 Site name: QUANTA RESOURCES SITE-USEPA REGION 2
 Classification: Not a generator, verified

Date form received by agency: 01/01/2001
 Site name: US EPA QUANTA RESOURCES SITE
 Classification: Large Quantity Generator

Date form received by agency: 07/29/1999
 Site name: QUANTA RESOURCES SITE-USEPA REGION 2
 Classification: Large Quantity Generator

Date form received by agency: 06/16/1998
 Site name: QUANTA RESOURCES
 Classification: Large Quantity Generator

Date form received by agency: 02/18/1992
 Site name: QUANTARESOUR
 Classification: Large Quantity Generator

Date form received by agency: 03/01/1981
 Site name: QUANTA RESOURCES SITE-USEPA REGION 2
 Classification: Not a generator, verified

Waste code: D008
 Waste name: LEAD

Date form received by agency: 10/24/1980
 Site name: QUANTA RESOURCES SITE-USEPA REGION 2
 Classification: Not a generator, verified

Waste code: D000
 Waste name: Not Defined

Waste code: D008
 Waste name: LEAD

Corrective Action Summary:
 Event date: 02/28/1990
 Event: RFA Determination Of Need For An RFI

Event date: 02/28/1990
 Event: CA610

Event date: 05/30/1992
 Event: Stabilization Construction Completed

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Event date: 09/08/1993
Event: CA Prioritization, Facility or area was assigned a high corrective action priority.

Event date: 02/10/1995
Event: CA Responsibility Referred To A Non-RCRA Federal Authority, Corrective Action at the facility or area referred to CERCLA.

Event date: 02/10/1995
Event: Stabilization Measures Evaluation, This facility is not amenable to stabilization activity at the present time, because it appears to be technically infeasible or inappropriate.

Event date: 05/09/1995
Event: RFA Completed

Event date: 05/09/1995
Event: RFA Determination Of Need For An RFI, RFI is Necessary;

Event date: 02/16/2011
Event: Date For Public Notice On Proposed Remedy

Event date: 03/21/2011
Event: Current Human Exposures under Control, Yes. Current Human Exposures Under Control has been verified. Based on a review of information contained in the EI determination, current human exposures are expected to be under control at the facility under current and reasonably expected conditions. This determination will be re-evaluated when the Agency/State becomes aware of significant changes at the facility.

Event date: 03/29/2011
Event: Date For Remedy Selection (CM Imposed)

Event date: 03/27/2013
Event: Igration of Contaminated Groundwater under Control, Yes, Migration of Contaminated Groundwater Under Control has been verified. Based on a review of information contained in the EI determination, it has been determined that migration of contaminated groundwater is under control at the facility. Specifically, this determination indicates that the migration of contaminated groundwater is under control, and that monitoring will be conducted to confirm that contaminated groundwater remains within the existing area of contaminated groundwater. This determination will be re-evaluated when the Agency becomes aware of significant changes at the facility.

Event date: 09/30/2014
Event: CA550RC

Event date: 03/13/2015
Event: CA800YE

Facility Has Received Notices of Violations:
Regulation violated: Not reported
Area of violation: Generators - Records/Reporting
Date violation determined: 07/19/2000
Date achieved compliance: 10/16/2000

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 07/19/2000
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: Generators - General
Date violation determined: 09/22/1987
Date achieved compliance: 09/22/1987
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 09/22/1987
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Evaluation Action Summary:
Evaluation date: 03/01/2000
Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: Generators - Records/Reporting
Date achieved compliance: 10/16/2000
Evaluation lead agency: State

Evaluation date: 06/30/1987
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Generators - General
Date achieved compliance: 09/22/1987
Evaluation lead agency: State

2020 COR ACTION:
EPA ID: NYD980592448
Region: 2
Action: Not reported

PRP name: ADVANCE SCREW PRODUCTS CORP
ADVANCE SCREW PRODUCTS CORP.
ALBERT GATES INC
ALCAN ALUMINUM CORPORATION
ALLEGHENY LUDLUM STEEL CORP
ALLIEDSIGNAL, INC.
ALLIEDSIGNAL, INC.
ALLIS CHALMERS
ALUMAX MILL PRODUCTS, INC
AMERADA HESS CORPORATION
AMERICA LAFFRANCE STATLER TOWERS
AMERICAN PREMIER UNDERWRITERS/PENN CENTL
ANCHOR MOTOR FRIEGHT C/O LEASWAY BOR
ANHUESER-BUSCH, INC.
ANHUESER-BUSCH COMPANIES, INC.

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

ARMSTRONG WORLD INDUSTRIES, INC.
AUBURN TECHNOLOGY, INC.
BERKLEY PRODUCTS CO
BERWIND CORP
BETHLEHEM STEEL CORP
BISSON MOVING & STORAGE COMPANY
BORDEN CHEMICAL CO.
BORG-WARNER CORPORATION
BORG-WARNER CORPORATION
BOSTON & MAINE R.R. CO
BREWER TITCHEMER MERRILL
BUELL AUTOMATICS, INC.
CAMDEN CENTRAL SCHOOL DIST.
CAMDEN CENTRAL SCHOOL DISTRICT
CARRIER CORPORATION
CARRIER CORPORATION
CARRIER CORPORATION
CHARMIN PAPER/PROCTOR & GAMBLE
CHEMICAL LEAMAN
CHEVRON U.S.A. INC.
CHICAGO PNEUMATIC TOOL
CHICAGO PNEUMATIC TOOL
CHRYSLER CORPORATION
CHRYSLER CORPORATION
CITY OF HOLYOKE
CITY OF NEW BEDFORD
COLTEC INDUSTRIES INC
CONSOLIDATED RAIL CORP.
CONSOLIDATED SCRAP PROCESSING, INC.
COOPER INDUSTRIES, LLC
CORNELL UNIV OFFICE OF UNIV COUNSEL
CORNING INC.
CORNING INC.
COUNTY OF BERGEN, NJ
CROSSMAN ARMS C/O DAVID STOLTZ
CRUCIBLE MATERIAL CORP.
CRUCIBLE MATERIAL CORP.
DEPARTMENT OF THE ARMY
EASCO HAND TOOLS
EASTMAN KODAK COMPANY
ELLIS HOSPITAL
ENVIRONMENTAL PRODUCTS AND SERVICES
ENVIRONMENTAL PRODUCTS AND SERVICES
EXXON CORPORATION
EXXON CORPORATION

Click this hyperlink while viewing on your computer to access 115 additional PRP: record(s) in the EDR Site Report.

ICIS:
Enforcement Action ID: 02-2003-0033
FRS ID: 11000738989
Program ID: CERCLIS NYD980592448
Action Name: ARMSTRONG WORLD INDUSTRIES (NC)
Full Address: 2802-2810 LODI ST SYRACUSE NY 13208
State: New York
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Facility Address: 2802-2810 LODI ST
SYRACUSE, NY 13208

Enforcement Action Type: Bankruptcy
Facility County: ONONDAGA
EPA Region #: 2

Enforcement Action ID: 02-2003-0033
FRS ID: 11000738989
Program ID: FRS 110000738989
Action Name: ARMSTRONG WORLD INDUSTRIES (NC)
Full Address: 2802-2810 LODI ST SYRACUSE NY 13208
State: New York
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2
Facility Address: 2802-2810 LODI ST
SYRACUSE, NY 13208

Enforcement Action Type: Bankruptcy
Facility County: ONONDAGA
EPA Region #: 2

Enforcement Action ID: 02-2003-0033
FRS ID: 11000738989
Program ID: RCRAINFO NYD980592448
Action Name: ARMSTRONG WORLD INDUSTRIES (NC)
Full Address: 2802-2810 LODI ST SYRACUSE NY 13208
State: New York
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2
Facility Address: 2802-2810 LODI ST
SYRACUSE, NY 13208

Enforcement Action Type: Bankruptcy
Facility County: ONONDAGA
EPA Region #: 2

Enforcement Action ID: 02-2003-0002
FRS ID: 11000738989
Program ID: CERCLIS NYD980592448
Action Name: ALCAN ALUMINUM CORPORATION
Full Address: 2802-2810 LODI ST SYRACUSE NY 13208
State: New York
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2
Facility Address: 2802-2810 LODI ST
SYRACUSE, NY 13208

Enforcement Action Type: Civil Judicial Action
Facility County: ONONDAGA
EPA Region #: 2

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Address: 2802-2810 LODI ST
 Tribal Indicator: N
 Fed Facility: No
 NAIC Code: Not reported
 SIC Code: Not reported

FINDS:

Registry ID: 110000738989

Environmental Interest/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

CERCLIS (Comprehensive Environmental Response, Compensation, and Liability Information System) is the Superfund database that is used to support management in all phases of the Superfund program. The system contains information on all aspects of hazardous waste sites, including an inventory of sites, planned and actual site activities, and financial information.

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and its Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

NY MANIFEST:

Country: USA
 EPA ID: NYD980592448
 Facility Status: Not reported
 Location Address 1: 2803 LODI STREET
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13201
 Location Zip 4: Not reported

NY MANIFEST:

EPANID: NYD980592448
 Mailing Name: USEPA REGION II

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Mailing Contact: DAN HARKAY
 Mailing Address 1: 2890 WOODBRIDGE AV
 Mailing Address 2: Not reported
 Mailing City: EDISON
 Mailing State: NJ
 Mailing Zip: 08837
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 9083216614

NY MANIFEST:

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 10/25/2013
 Trans1 Recv Date: 10/25/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/29/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 001215984FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 50
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 2
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: B002
 Waste Code 1_2: B007
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 10/25/2013
 Trans1 Recv Date: 10/25/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/29/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 001215984FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 125
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: B002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD982792814
 Trans2 State ID: Not reported
 Generator Ship Date: 02/12/2010

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Trans1 Recv Date: 02/12/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/12/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 007060214JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 50.0
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 1.0
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: B002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD982792814
 Trans2 State ID: Not reported
 Generator Ship Date: 02/12/2010
 Trans1 Recv Date: 02/12/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/12/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

TSDF ID 2: Not reported
 Manifest Tracking Number: 007060214/JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 50.0
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 1.0
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: B007
 Waste Code 1_2: B002
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: NYG2286045
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: 14237/PNY
 Trans2 State ID: Not reported
 Generator Ship Date: 12/17/1999
 Trans1 Recv Date: 12/17/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/20/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NYD980769947
 Trans2 EPA ID: Not reported
 TSDF ID 1: QHD066060609
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00400
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NYG2286189
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: 0440405/MG
 Trans2 State ID: Not reported
 Generator Ship Date: 12/22/1999
 Trans1 Recv Date: 12/22/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/23/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: QHD066060609
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00020
 Units: T - Tons
 Number of Containers: 001
 Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: T Chemical, physical, or biological treatment.

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Specific Gravity: 01.00
 Document ID: NYG2286189
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: JA113
 Trans2 State ID: Not reported
 Generator Ship Date: 12/22/1999
 Trans1 Recv Date: 12/22/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/13/2000
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: QHD066060609
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00020
 Units: T - Tons
 Number of Containers: 001
 Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: NJA2024138
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: S2265
 Trans2 State ID: Not reported
 Generator Ship Date: 11/05/1999
 Trans1 Recv Date: 11/05/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/05/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002385730
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 05885
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: NJA2924142
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: S2265
 Trans2 State ID: Not reported
 Generator Ship Date: 11/08/1999
 Trans1 Recv Date: 11/08/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/08/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002385730
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

MGMT Method Type Code: Not reported
Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 05084
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 01.00
Document ID: NJA2924143
Manifest Status: Not reported
seq: 01
Year: 1999
Trans1 State ID: S2265
Trans2 State ID: Not reported
Generator Ship Date: 11/08/1999
Trans1 Recv Date: 11/08/1999
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/08/1999
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD980592448
Trans1 EPA ID: NJD054126164
Trans2 EPA ID: Not reported
TSD ID 1: NJD002385730
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 04927
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 01.00
Document ID: NJA2924144

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Manifest Status: Not reported
seq: 01
Year: 1999
Trans1 State ID: S2265
Trans2 State ID: Not reported
Generator Ship Date: 11/09/1999
Trans1 Recv Date: 11/09/1999
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/10/1999
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD980592448
Trans1 EPA ID: NJD054126164
Trans2 EPA ID: Not reported
TSD ID 1: NJD002385730
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 05129
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 01.00
Document ID: NJA2924146
Manifest Status: Not reported
seq: 01
Year: 1999
Trans1 State ID: S03217
Trans2 State ID: Not reported
Generator Ship Date: 11/10/1999
Trans1 Recv Date: 11/10/1999
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/10/1999
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD980592448
Trans1 EPA ID: NJD071629976
Trans2 EPA ID: Not reported
TSD ID 1: NJD002385730

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 05000
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 01.00
Document ID: NJA2924147
Manifest Status: Not reported
seq: 01
Year: 1999
Trans1 State ID: S2265
Trans2 State ID: Not reported
Generator Ship Date: 11/10/1999
Trans1 Recv Date: 11/10/1999
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/10/1999
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD980592448
Trans1 EPA ID: NJD054126164
Trans2 EPA ID: Not reported
TSD ID 1: NJD002385730
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 02696
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 01.00
Document ID: NJA2924148
Manifest Status: Not reported
seq: 01
Year: 1999
Trans1 State ID: H08193
Trans2 State ID: Not reported
Generator Ship Date: 11/10/1999
Trans1 Recv Date: 11/10/1999
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/11/1999
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD980592448
Trans1 EPA ID: NJD09655033
Trans2 EPA ID: Not reported
TSD ID 1: NJD002385730
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 05000
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Document ID: NJA7602834
Manifest Status: Not reported
seq: 01
Year: 1999

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Trans1 State ID: T76C7LNJ
 Trans2 State ID: Not reported
 Generator Ship Date: 12/20/1999
 Trans1 Recv Date: 12/20/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/29/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NYD003817047
 Trans2 EPA ID: Not reported
 TSDF ID 1: MID000724831
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00011
 Units: T - Tons
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: MIA7602827
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: T280XVNJ
 Trans2 State ID: Not reported
 Generator Ship Date: 12/20/1999
 Trans1 Recv Date: 12/20/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/29/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD003812047
 Trans2 EPA ID: Not reported
 TSDF ID 1: MID000724831
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00013
 Units: T - Tons
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: MIA7602828
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: T75C7CNUJ
 Trans2 State ID: Not reported
 Generator Ship Date: 12/21/1999
 Trans1 Recv Date: 12/21/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/05/2000
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD003812047
 Trans2 EPA ID: Not reported
 TSDF ID 1: MID000724831
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Waste Code: Not reported
 Quantity: 00020
 Units: T - Tons
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: MIA7602832
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: N7NY391
 Trans2 State ID: Not reported
 Generator Ship Date: 12/21/1999
 Trans1 Recv Date: 12/21/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/05/2000
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD003812047
 Trans2 EPA ID: Not reported
 TSDF ID 1: MID000724831
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00020
 Units: T - Tons
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: MIA7602834
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: T75C7LNJ
 Trans2 State ID: Not reported
 Generator Ship Date: 12/20/1999

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Trans1 Recv Date: 12/20/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/29/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NYD003817047
 Trans2 EPA ID: Not reported
 TSDF ID 1: MID000724831
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00111
 Units: T - Tons
 Number of Containers: 001
 Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: MIA7602835
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: 0440514AME
 Trans2 State ID: Not reported
 Generator Ship Date: 12/20/1999
 Trans1 Recv Date: 12/20/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/20/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: MID000724831
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported

Map ID
 Direction
 Distance
 Elevation Site Database(s) EDR ID Number
 EPA ID Number

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00020
 Units: T - Tons
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Click this hyperlink while viewing on your computer to access 15 additional NY_MANIFEST record(s) in the EDR Site Report.

ECHO:
 Envid: 1000321851
 Registry ID: 110000738989
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110000738989

111 NIMO - SYRACUSE - HIAWATHA MGP EDR MGP 1008408048
 WNW HIAWATHA BLVD / METRO STP / ONONDAGA LAKE / BARGE CANAL N/A
 172-1 SYRACUSE, NY 13204
 0.382 mi.
 5183 ft.
 Relative: Manufactured Gas Plants:
 Lower: The former MGP is approximately twenty three acres in area, and is bounded to the north by the barge canal, to the east by Hiawatha Boulevard, to the south by the Metro STP, and to the west by Onondaga Lake. Source: ROD
 Actual: 372 ft.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
SYRACUSE	S11392904	CORNER OF FIRE BLVD & PEAT STREET	CORNER OF FIRE BLVD & PEAT STR	13202	NY YCP
SYRACUSE	S108922556	C ED ENTERPRISES	DIVISION ST/ONKAST	13204	NY LTANKS
SYRACUSE	S108146406	ROTONDO WAREHOUSE	WEST DIVISION STREET	13204	NY SHWS, NY HSVDOS
SYRACUSE	1015735659	NAGARA MOHAWK AMI HQ	ERIE BOULEVARD WEST	13202	SEMS-ARCHIVE
SYRACUSE	S11392107	PROPOSED DYNAMIC DOUGHNUTS OF SYRA	INTERSECTION OF WOLF & NORTH S	13208	NY YCP
SYRACUSE	S113918541	WILFERSOHN STREET	WEST WILFERSOHN STREET	13202	NY YCP, NY BROWNFIELD
SYRACUSE	S104619278	SPILL NUMBER 9913934	WEST WILFERSOHN STREET	13202	NY YCP, NY BROWNFIELD
SYRACUSE	S113462639	SIDA PROPERTIES	LOT C39 FOLANDS TRLR PARK	13202	NY LTANKS
			SOUTH SALINA/MONTGOMERY STREET	13202	NY SHWS

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List
 National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 03/07/2016 Source: EPA
 Date Data Arrived at EDR: 04/05/2016 Telephone: N/A
 Date Made Active in Reports: 04/15/2016 Last EDR Contact: 07/07/2016
 Number of Days to Update: 10 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
 Telephone: 202-564-7333

EPA Region 1 Telephone 617-918-1143	EPA Region 6 Telephone: 214-655-6659
EPA Region 3 Telephone 215-814-5418	EPA Region 7 Telephone: 913-551-7247
EPA Region 4 Telephone 404-562-8033	EPA Region 8 Telephone: 303-312-6774
EPA Region 5 Telephone 312-886-6686	EPA Region 9 Telephone: 415-947-4246
EPA Region 10 Telephone 206-553-8665	

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 03/07/2016 Source: EPA
 Date Data Arrived at EDR: 04/05/2016 Telephone: N/A
 Date Made Active in Reports: 04/15/2016 Last EDR Contact: 07/07/2016
 Number of Days to Update: 10 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991 Source: EPA
 Date Data Arrived at EDR: 02/02/1994 Telephone: 202-564-4267
 Date Made Active in Reports: 03/30/1994 Last EDR Contact: 08/15/2011
 Number of Days to Update: 56 Next Scheduled EDR Contact: 11/28/2011
 Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

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.

Date of Government Version: 03/07/2016 Source: EPA
 Date Data Arrived at EDR: 04/05/2016 Telephone: N/A
 Date Made Active in Reports: 04/15/2016 Last EDR Contact: 07/07/2016
 Number of Days to Update: 10 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 11/13/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 01/06/2016 Telephone: 703-603-8704
 Date Made Active in Reports: 05/20/2016 Last EDR Contact: 07/06/2016
 Number of Days to Update: 135 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 03/07/2016 Source: EPA
 Date Data Arrived at EDR: 04/05/2016 Telephone: 800-424-9346
 Date Made Active in Reports: 04/15/2016 Last EDR Contact: 04/05/2016
 Number of Days to Update: 10 Next Scheduled EDR Contact: 08/01/2016
 Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates 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 the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 03/07/2016 Source: EPA
 Date Data Arrived at EDR: 04/05/2016 Telephone: 800-424-9346
 Date Made Active in Reports: 04/15/2016 Last EDR Contact: 04/05/2016
 Number of Days to Update: 10 Next Scheduled EDR Contact: 08/01/2016
 Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report
 CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 12/09/2015 Source: EPA
 Date Data Arrived at EDR: 03/02/2016 Telephone: 900-424-9346
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal
 RCRAInfo 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. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LOG: RCRA - Large Quantity Generators
 RCRAInfo 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. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RCRA-SQG: RCRA - Small Quantity Generators
 RCRAInfo 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. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

RCRA-CEQG: RCRA - Conditionally Exempt Small Quantity Generators
 RCRAInfo 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. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CEQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Varies

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System
 LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure projects.

Date of Government Version: 05/28/2015 Source: Department of the Navy
 Date Data Arrived at EDR: 05/29/2015 Telephone: 843-820-7326
 Date Made Active in Reports: 06/11/2015 Last EDR Contact: 05/16/2016
 Number of Days to Update: 13 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or affect human health.

Date of Government Version: 09/10/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 09/11/2015 Telephone: 703-603-0695
 Date Made Active in Reports: 11/03/2015 Last EDR Contact: 05/25/2016
 Number of Days to Update: 53 Next Scheduled EDR Contact: 09/12/2016
 Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 09/10/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 09/11/2015 Telephone: 703-603-0695
 Date Made Active in Reports: 11/03/2015 Last EDR Contact: 05/25/2016
 Number of Days to Update: 53 Next Scheduled EDR Contact: 09/12/2016
 Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal ERNS list

ERNS: Emergency Response Notification System
 Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 03/28/2016 Source: National Response Center, United States Coast Guard
 Date Data Arrived at EDR: 03/30/2016 Telephone: 202-267-2180
 Date Made Active in Reports: 05/20/2016 Last EDR Contact: 06/28/2016
 Number of Days to Update: 51 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: Annually

State- and tribal - equivalent CERCLIS

SHWS: Inactive Hazardous Waste Disposal Sites in New York State
 Referred to as the State Superfund Program, the Inactive Hazardous Waste Disposal Site Remedial Program is the cleanup program for inactive hazardous waste sites and now includes hazardous substance sites

Date of Government Version: 05/17/2016 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 05/19/2016 Telephone: 518-402-9822
 Date Made Active in Reports: 07/07/2016 Last EDR Contact: 05/19/2016
 Number of Days to Update: 49 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Annually

VAPOR REOPENED: Vapor Intrusion Legacy Site List

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.

Date of Government Version: 08/01/2015 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 11/19/2015 Telephone: 518-402-9814
 Date Made Active in Reports: 12/10/2015 Last EDR Contact: 05/20/2016
 Number of Days to Update: 21 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Varies

State and tribal landfill and/or solid waste disposal site lists

SWFLF: Facility Register
 Solid Waste Facilities/Landfill Sites. SWFLF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 04/06/2016 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 04/14/2016 Telephone: 518-457-2051
 Date Made Active in Reports: 06/17/2016 Last EDR Contact: 07/01/2016
 Number of Days to Update: 64 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Semi-Annually

State and tribal leaking storage tank lists

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
 LUSTs on Indian land in Colorado, Montana, North Dakota, Utah and Wyoming.

Date of Government Version: 10/13/2015 Source: EPA Region 8
 Date Data Arrived at EDR: 10/23/2015 Telephone: 303-312-6271
 Date Made Active in Reports: 02/18/2016 Last EDR Contact: 04/27/2016
 Number of Days to Update: 118 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
 LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 01/07/2016 Source: EPA Region 10
 Date Data Arrived at EDR: 01/08/2016 Telephone: 206-553-2857
 Date Made Active in Reports: 02/18/2016 Last EDR Contact: 04/29/2016
 Number of Days to Update: 41 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Quarterly

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
 LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 02/25/2016 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 04/27/2016 Telephone: 415-972-3372
 Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/27/2016
 Number of Days to Update: 37 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Quarterly

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
 LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 12/11/2015 Source: EPA Region 6
 Date Data Arrived at EDR: 02/19/2016 Telephone: 214-665-6597
 Date Made Active in Reports: 08/03/2016 Last EDR Contact: 04/29/2016
 Number of Days to Update: 105 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
 LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 02/05/2016 Source: EPA Region 4
 Date Data Arrived at EDR: 04/29/2016 Telephone: 404-562-8677
 Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/26/2016
 Number of Days to Update: 35 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Semi-Annually

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
 A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 10/27/2015 Source: EPA Region 1
 Date Data Arrived at EDR: 10/29/2015 Telephone: 617-918-1313
 Date Made Active in Reports: 01/04/2016 Last EDR Contact: 04/29/2016
 Number of Days to Update: 67 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
 Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 02/17/2016 Source: EPA Region 5
 Date Data Arrived at EDR: 04/27/2016 Telephone: 312-886-7439
 Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/27/2016
 Number of Days to Update: 37 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
 LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 10/09/2015 Source: EPA Region 7
 Date Data Arrived at EDR: 02/12/2016 Telephone: 913-551-7003
 Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/29/2016
 Number of Days to Update: 112 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

LTANKS: Spills Information Database

Leaking Storage Tank Incident Reports. These records contain an inventory of reported leaking storage tank incidents reported from 4/1/86 through the most recent update. They can be either leaking underground storage tanks or leaking aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills.

Date of Government Version: 05/17/2016 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 05/19/2016 Telephone: 518-402-9549
 Date Made Active in Reports: 07/12/2016 Last EDR Contact: 05/19/2016
 Number of Days to Update: 54 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Varies

HIST LTANKS: Listing of Leaking Storage Tanks

A listing of leaking underground and aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills. In 2002, the Department of Environmental Conservation stopped providing updates to its original Spills Information Database. This database includes fields that are no longer available from the NYDEC as of January 1, 2002. Current information may be found in the NY LTANKS database. Department of Environmental Conservation.

Date of Government Version: 01/01/2002 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 07/08/2005 Telephone: 518-402-9549
 Date Made Active in Reports: 07/14/2005 Last EDR Contact: 07/07/2005
 Number of Days to Update: 6 Next Scheduled EDR Contact: N/A
 Data Release Frequency: No Update Planned

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010 Source: FEMA
 Date Data Arrived at EDR: 02/16/2010 Telephone: 202-646-5797
 Date Made Active in Reports: 04/12/2010 Last EDR Contact: 07/07/2016
 Number of Days to Update: 55 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: Varies

UST: Petroleum Bulk Storage (PBS) Database

Facilities that have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons.

Date of Government Version: 03/29/2016 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 03/31/2016 Telephone: 518-402-9549
 Date Made Active in Reports: 04/20/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 20 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: No Update Planned

CBS UST: Chemical Bulk Storage Database

Facilities that store regulated hazardous substances in underground tanks of any size

Date of Government Version: 01/01/2002 Source: NYSDEC
 Date Data Arrived at EDR: 02/20/2002 Telephone: 518-402-9549
 Date Made Active in Reports: 03/22/2002 Last EDR Contact: 10/24/2005
 Number of Days to Update: 30 Next Scheduled EDR Contact: 01/23/2006
 Data Release Frequency: No Update Planned

MOSF UST: Major Oil Storage Facilities Database

Facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 01/01/2002 Source: NYSDEC
 Date Data Arrived at EDR: 02/20/2002 Telephone: 518-402-9549
 Date Made Active in Reports: 03/22/2002 Last EDR Contact: 07/25/2005
 Number of Days to Update: 30 Next Scheduled EDR Contact: 10/24/2005
 Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CBS: Chemical Bulk Storage Site Listing

These facilities store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size

Date of Government Version: 03/29/2016 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 03/31/2016 Telephone: 518-402-9549
 Date Made Active in Reports: 04/20/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 20 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: Quarterly

MOSF: Major Oil Storage Facility Site Listing

These facilities may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 03/29/2016 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 03/31/2016 Telephone: 518-402-9549
 Date Made Active in Reports: 04/20/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 20 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: Quarterly

AST: Petroleum Bulk Storage

Registered Aboveground Storage Tanks.

Date of Government Version: 03/29/2016 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 03/31/2016 Telephone: 518-402-9549
 Date Made Active in Reports: 04/20/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 20 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: No Update Planned

CBS AST: Chemical Bulk Storage Database

Facilities that store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size.

Date of Government Version: 01/01/2002 Source: NYSDEC
 Date Data Arrived at EDR: 02/20/2002 Telephone: 518-402-9549
 Date Made Active in Reports: 03/22/2002 Last EDR Contact: 07/25/2005
 Number of Days to Update: 30 Next Scheduled EDR Contact: 10/24/2005
 Data Release Frequency: No Update Planned

MOSF AST: Major Oil Storage Facilities Database

Facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 01/01/2002 Source: NYSDEC
 Date Data Arrived at EDR: 02/20/2002 Telephone: 518-402-9549
 Date Made Active in Reports: 03/22/2002 Last EDR Contact: 07/25/2005
 Number of Days to Update: 30 Next Scheduled EDR Contact: 10/24/2005
 Data Release Frequency: No Update Planned

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 02/05/2016 Source: EPA Region 4
 Date Data Arrived at EDR: 04/29/2016 Telephone: 404-562-9424
 Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/28/2016
 Number of Days to Update: 35 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations)

Date of Government Version: 10/20/2015 Source: EPA Region 1
 Date Data Arrived at EDR: 10/29/2015 Telephone: 617-918-1313
 Date Made Active in Reports: 01/04/2016 Last EDR Contact: 04/29/2016
 Number of Days to Update: 67 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 02/25/2016 Source: EPA Region 9
 Date Data Arrived at EDR: 04/27/2016 Telephone: 415-972-3368
 Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/27/2016
 Number of Days to Update: 37 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Quarterly

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 01/26/2016 Source: EPA Region 8
 Date Data Arrived at EDR: 02/05/2016 Telephone: 303-312-6137
 Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/29/2016
 Number of Days to Update: 119 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Quarterly

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 01/07/2016 Source: EPA Region 10
 Date Data Arrived at EDR: 01/08/2016 Telephone: 206-553-2857
 Date Made Active in Reports: 02/18/2016 Last EDR Contact: 04/29/2016
 Number of Days to Update: 41 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Quarterly

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 09/23/2014 Source: EPA Region 7
 Date Data Arrived at EDR: 11/25/2014 Telephone: 913-551-7003
 Date Made Active in Reports: 01/29/2015 Last EDR Contact: 04/29/2016
 Number of Days to Update: 65 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 12/03/2015 Source: EPA Region 6
 Date Data Arrived at EDR: 02/04/2016 Telephone: 214-665-7591
 Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/29/2016
 Number of Days to Update: 120 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 11/05/2015 Source: EPA Region 5
 Date Data Arrived at EDR: 11/13/2015 Telephone: 312-886-6136
 Date Made Active in Reports: 01/04/2016 Last EDR Contact: 04/27/2016
 Number of Days to Update: 52 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

TANKS: Storage Tank Facility Listing

This database contains records of facilities that are or have been regulated under Bulk Storage Program. Tank information for these facilities may not be releasable by the state agency.

Date of Government Version: 03/29/2016 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 03/31/2016 Telephone: 518-402-9543
 Date Made Active in Reports: 04/20/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 20 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: Quarterly

State and tribal institutional control / engineering control registries

ENV RES DECL: Environmental Restrictive Declarations

The Environmental Restrictive Declarations (ERD) listed were recorded in connection with a zoning action against the noted Tax Blocks and Tax Lots, or portion thereof, and are available in the property records on file at the Office of the City Register for Bronx, Kings, New York and Queens counties or at the Richmond County Clerk's office. They contain environmental requirements with respect to hazardous materials, air quality and/or noise in accordance with Section 11-15 of this Resolution.

Date of Government Version: 02/04/2016 Source: New York City Department of City Planning
 Date Data Arrived at EDR: 03/24/2016 Telephone: 212-720-3300
 Date Made Active in Reports: 04/20/2016 Last EDR Contact: 06/21/2016
 Number of Days to Update: 27 Next Scheduled EDR Contact: 10/03/2016
 Data Release Frequency: Varies

RES DECL: Restrictive Declarations Listing

A restrictive declaration is a covenant running with the land which binds the present and future owners of the property. As a condition of certain special permits, the City Planning Commission may require an applicant to sign and record a restrictive declaration that places specified conditions on the future use and development of the property. Certain restrictive declarations are indicated by a D on zoning maps.

Date of Government Version: 11/18/2010 Source: NYC Department of City Planning
 Date Data Arrived at EDR: 06/30/2014 Telephone: 212-720-3401
 Date Made Active in Reports: 07/21/2014 Last EDR Contact: 06/24/2016
 Number of Days to Update: 21 Next Scheduled EDR Contact: 10/03/2016
 Data Release Frequency: Varies

ENG CONTROLS: Registry of Engineering Controls

Environmental Remediation sites that have engineering controls in place.

Date of Government Version: 05/17/2016 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 05/19/2016 Telephone: 518-402-9553
 Date Made Active in Reports: 07/07/2016 Last EDR Contact: 05/19/2016
 Number of Days to Update: 49 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Quarterly

INST CONTROL: Registry of Institutional Controls

Environmental Remediation sites that have institutional controls in place.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 05/17/2016
 Date Data Arrived at EDR: 05/19/2016
 Date Made Active in Reports: 07/07/2016
 Number of Days to Update: 49
 Source: Department of Environmental Conservation
 Telephone: 518-402-9553
 Last EDR Contact: 05/19/2016
 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Quarterly

State and tribal voluntary cleanup sites

VCP: Voluntary Cleanup Agreements
 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.

Date of Government Version: 05/17/2016
 Date Data Arrived at EDR: 05/19/2016
 Date Made Active in Reports: 07/07/2016
 Number of Days to Update: 49
 Source: Department of Environmental Conservation
 Telephone: 518-402-9711
 Last EDR Contact: 05/19/2016
 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Semi-Annually

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
 Date Data Arrived at EDR: 09/29/2015
 Date Made Active in Reports: 02/18/2016
 Number of Days to Update: 142
 Source: EPA, Region 1
 Telephone: 617-918-1102
 Last EDR Contact: 07/01/2016
 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
 Date Data Arrived at EDR: 04/22/2008
 Date Made Active in Reports: 05/19/2008
 Number of Days to Update: 27
 Source: EPA, Region 7
 Telephone: 913-551-7365
 Last EDR Contact: 04/20/2009
 Next Scheduled EDR Contact: 07/20/2009
 Data Release Frequency: Varies

State and tribal Brownfields sites

BROWNFIELDS: Brownfields Site List

A Brownfield is any real property where redevelopment or re-use may be complicated by the presence or potential presence of a hazardous waste, petroleum, pollutant, or contaminant.

Date of Government Version: 05/17/2016
 Date Data Arrived at EDR: 05/19/2016
 Date Made Active in Reports: 07/07/2016
 Number of Days to Update: 49
 Source: Department of Environmental Conservation
 Telephone: 518-402-9764
 Last EDR Contact: 05/19/2016
 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Semi-Annually

ERP: Environmental Restoration Program Listing

In an effort to spur the cleanup and redevelopment of brownfields, New Yorkers approved a \$200 million Environmental Restoration or Brownfields Fund as part of the \$1.75 billion Clean Water/Clean Air Bond Act of 1996 (1996 Bond Act). Enhancements to the program were enacted on October 7, 2003. 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. Once remediated, the property may then be reused for commercial, industrial, residential or public use.

Date of Government Version: 05/17/2016
 Date Data Arrived at EDR: 05/19/2016
 Date Made Active in Reports: 07/07/2016
 Number of Days to Update: 49
 Source: Department of Environmental Conservation
 Telephone: 518-402-9622
 Last EDR Contact: 05/19/2016
 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

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 takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 03/21/2016
 Date Data Arrived at EDR: 03/22/2016
 Date Made Active in Reports: 07/13/2016
 Number of Days to Update: 113
 Source: Environmental Protection Agency
 Telephone: 202-566-2777
 Last EDR Contact: 08/22/2016
 Next Scheduled EDR Contact: 10/03/2016
 Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: Registered Recycling Facility List

A listing of recycling facilities.

Date of Government Version: 04/06/2016
 Date Data Arrived at EDR: 04/14/2016
 Date Made Active in Reports: 06/17/2016
 Number of Days to Update: 64
 Source: Department of Environmental Conservation
 Telephone: 518-402-8705
 Last EDR Contact: 07/01/2016
 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Semi-Annually

SWTIRE: Registered Waste Tire Storage & Facility List

A listing of facilities registered to accept waste tires.

Date of Government Version: 08/01/2006
 Date Data Arrived at EDR: 11/15/2006
 Date Made Active in Reports: 11/30/2006
 Number of Days to Update: 15
 Source: Department of Environmental Conservation
 Telephone: 518-402-8694
 Last EDR Contact: 01/15/2016
 Next Scheduled EDR Contact: 05/02/2016
 Data Release Frequency: Annually

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
 Date Data Arrived at EDR: 12/03/2007
 Date Made Active in Reports: 01/24/2008
 Number of Days to Update: 52
 Source: Environmental Protection Agency
 Telephone: 703-308-8245
 Last EDR Contact: 04/27/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Varies

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
 Date Data Arrived at EDR: 05/07/2009
 Date Made Active in Reports: 09/21/2009
 Number of Days to Update: 137
 Source: EPA, Region 9
 Telephone: 415-947-4219
 Last EDR Contact: 04/21/2016
 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: No Update Planned

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/30/1985
 Date Data Arrived at EDR: 08/09/2004
 Date Made Active in Reports: 09/17/2004
 Number of Days to Update: 39
 Source: Environmental Protection Agency
 Telephone: 800-424-9346
 Last EDR Contact: 06/09/2004
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: No Update Planned

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register
 A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 05/04/2016
 Date Data Arrived at EDR: 06/03/2016
 Date Made Active in Reports: 07/13/2016
 Number of Days to Update: 40
 Source: Drug Enforcement Administration
 Telephone: 202-307-1000
 Last EDR Contact: 05/31/2016
 Next Scheduled EDR Contact: 06/13/2016
 Data Release Frequency: No Update Planned

DEL SHWS: Delisted Registry Sites

A database listing of sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites.

Date of Government Version: 05/17/2016
 Date Data Arrived at EDR: 05/19/2016
 Date Made Active in Reports: 07/07/2016
 Number of Days to Update: 49
 Source: Department of Environmental Conservation
 Telephone: 518-402-9622
 Last EDR Contact: 05/19/2016
 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Annually

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site 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. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 05/04/2016
 Date Data Arrived at EDR: 06/03/2016
 Date Made Active in Reports: 07/13/2016
 Number of Days to Update: 40
 Source: Drug Enforcement Administration
 Telephone: 202-307-1000
 Last EDR Contact: 05/31/2016
 Next Scheduled EDR Contact: 09/12/2016
 Data Release Frequency: Quarterly

Local Lists of Registered Storage Tanks

HIST UST: Historical Petroleum Bulk Storage Database
 These facilities have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons. This database contains detailed information per site. It is no longer updated due to the sensitive nature of the information involved. See UST for more current data.

Date of Government Version: 01/01/2002
 Date Data Arrived at EDR: 06/02/2006
 Date Made Active in Reports: 07/20/2006
 Number of Days to Update: 48
 Source: Department of Environmental Conservation
 Telephone: 518-402-9549
 Last EDR Contact: 10/23/2006
 Next Scheduled EDR Contact: 01/22/2007
 Data Release Frequency: Varies

HIST AST: Historical Petroleum Bulk Storage Database

These facilities have petroleum storage capabilities in excess of 1,100 gallons and less than 400,000 gallons. This database contains detailed information per site. No longer updated due to the sensitive nature of the information involved. See AST for more current data.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/01/2002
 Date Data Arrived at EDR: 06/02/2006
 Date Made Active in Reports: 07/20/2006
 Number of Days to Update: 48
 Source: Department of Environmental Conservation
 Telephone: 518-402-9549
 Last EDR Contact: 10/23/2006
 Next Scheduled EDR Contact: 01/22/2007
 Data Release Frequency: No Update Planned

Local Land Records

LIENS: Spill Liens Information

Lien information from the Oil Spill Fund.

Date of Government Version: 02/08/2016
 Date Data Arrived at EDR: 02/10/2016
 Date Made Active in Reports: 03/22/2016
 Number of Days to Update: 41
 Source: Office of the State Comptroller
 Telephone: 518-474-9034
 Last EDR Contact: 08/01/2016
 Next Scheduled EDR Contact: 08/22/2016
 Data Release Frequency: Varies

LIENS 2: CERCLA Lien Information

A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 02/18/2014
 Date Data Arrived at EDR: 03/18/2014
 Date Made Active in Reports: 04/24/2014
 Number of Days to Update: 37
 Source: Environmental Protection Agency
 Telephone: 202-564-6023
 Last EDR Contact: 04/26/2016
 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 06/24/2015
 Date Data Arrived at EDR: 06/26/2015
 Date Made Active in Reports: 09/02/2015
 Number of Days to Update: 68
 Source: U.S. Department of Transportation
 Telephone: 202-366-4555
 Last EDR Contact: 06/28/2016
 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: Annually

SPILLS: Spills Information Database

Data collected on spills reported to NYSDEC as required by one or more of the following: Article 12 of the Navigation Law, § NYCRR Section 613.8 (from PBS regs), or § NYCRR Section 595.2 (from CBS regs). It includes spills active as of April 1, 1986, as well as spills occurring since this date.

Date of Government Version: 05/17/2016
 Date Data Arrived at EDR: 05/19/2016
 Date Made Active in Reports: 07/12/2016
 Number of Days to Update: 54
 Source: Department of Environmental Conservation
 Telephone: 518-402-9549
 Last EDR Contact: 05/19/2016
 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Varies

HIST SPILLS: SPILLS Database

This database contains records of chemical and petroleum spill incidents. Under State law, petroleum and hazardous chemical spills that can impact the waters of the state must be reported by the spiller (and, in some cases, by anyone who has knowledge of the spills). In 2002, the Department of Environmental Conservation stopped providing updates to its original Spills Information Database. This database includes fields that are no longer available from the NYDEC as of January 1, 2002. Current information may be found in the NY SPILLS database. Department of Environmental Conservation.

Date of Government Version: 01/01/2002
 Date Data Arrived at EDR: 07/08/2005
 Date Made Active in Reports: 07/14/2005
 Number of Days to Update: 6
 Source: Department of Environmental Conservation
 Telephone: 518-402-9549
 Last EDR Contact: 07/07/2005
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 12/14/2012 Source: FirstSearch
 Date Data Arrived at EDR: 01/03/2013 Telephone: N/A
 Date Made Active in Reports: 02/12/2013 Last EDR Contact: 01/03/2013
 Number of Days to Update: 40 Next Scheduled EDR Contact: N/A
 Data Release Frequency: No Update Planned

SPILLS 80: SPILLS80 data from FirstSearch

Spills 80 includes those spill and release records available from FirstSearch databases prior to 1990. Typically, they may include chemical, oil and/or hazardous substance spills recorded before 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 80.

Date of Government Version: 11/02/2010 Source: FirstSearch
 Date Data Arrived at EDR: 01/03/2013 Telephone: N/A
 Date Made Active in Reports: 03/07/2013 Last EDR Contact: 01/03/2013
 Number of Days to Update: 63 Next Scheduled EDR Contact: N/A
 Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo 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. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Varies

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 01/31/2015 Source: U.S. Army Corps of Engineers
 Date Data Arrived at EDR: 07/08/2015 Telephone: 202-528-4285
 Date Made Active in Reports: 10/13/2015 Last EDR Contact: 06/10/2016
 Number of Days to Update: 97 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005 Source: USGS
 Date Data Arrived at EDR: 11/10/2006 Telephone: 888-275-8747
 Date Made Active in Reports: 01/11/2007 Last EDR Contact: 07/15/2016
 Number of Days to Update: 62 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administered lands of the United States. Lands included are administered by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2005 Source: U.S. Geological Survey
 Date Data Arrived at EDR: 02/06/2006 Telephone: 888-275-8747
 Date Made Active in Reports: 01/11/2007 Last EDR Contact: 07/15/2016
 Number of Days to Update: 339 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1988, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 03/07/2011 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/09/2011 Telephone: 615-532-8599
 Date Made Active in Reports: 05/02/2011 Last EDR Contact: 05/20/2016
 Number of Days to Update: 54 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 09/01/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 09/03/2015 Telephone: 202-566-1917
 Date Made Active in Reports: 11/03/2015 Last EDR Contact: 05/18/2016
 Number of Days to Update: 61 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/21/2014 Telephone: 617-520-3000
 Date Made Active in Reports: 06/17/2014 Last EDR Contact: 05/09/2016
 Number of Days to Update: 88 Next Scheduled EDR Contact: 08/22/2016
 Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 04/22/2013 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/03/2015 Telephone: 703-308-4044
 Date Made Active in Reports: 03/09/2015 Last EDR Contact: 05/12/2016
 Number of Days to Update: 6 Next Scheduled EDR Contact: 08/22/2016
 Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2012 Source: EPA
 Date Data Arrived at EDR: 01/15/2015 Telephone: 202-260-5521
 Date Made Active in Reports: 01/29/2015 Last EDR Contact: 06/24/2016
 Number of Days to Update: 14 Next Scheduled EDR Contact: 10/03/2016
 Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2014 Source: EPA
 Date Data Arrived at EDR: 11/24/2015 Telephone: 202-566-0250
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 05/24/2016
 Number of Days to Update: 133 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009 Source: EPA
 Date Data Arrived at EDR: 12/10/2010 Telephone: 202-564-4203
 Date Made Active in Reports: 02/25/2011 Last EDR Contact: 04/25/2016
 Number of Days to Update: 77 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 11/25/2013 Source: EPA
 Date Data Arrived at EDR: 12/12/2013 Telephone: 703-416-0223
 Date Made Active in Reports: 02/24/2014 Last EDR Contact: 06/07/2016
 Number of Days to Update: 74 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release; an accident history of the last five years; and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g. the fire department) should an accident occur.

Date of Government Version: 08/01/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 08/26/2015 Telephone: 202-564-8600
 Date Made Active in Reports: 11/03/2015 Last EDR Contact: 04/25/2016
 Number of Days to Update: 69 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administrative Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administrative actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/17/1995 Source: EPA
 Date Data Arrived at EDR: 07/03/1995 Telephone: 202-564-4104
 Date Made Active in Reports: 08/07/1995 Last EDR Contact: 06/02/2008
 Number of Days to Update: 35 Next Scheduled EDR Contact: 09/01/2008
 Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 10/25/2013 Source: EPA
 Date Data Arrived at EDR: 10/17/2014 Telephone: 202-564-6023
 Date Made Active in Reports: 10/20/2014 Last EDR Contact: 05/12/2016
 Number of Days to Update: 3 Next Scheduled EDR Contact: 08/22/2016
 Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS identifies generators, transporters, commercial stores and/or brokers and disposers of PCBs who are required to notify the EPA of such activities.

Date of Government Version: 07/01/2014 Source: EPA
 Date Data Arrived at EDR: 10/15/2014 Telephone: 202-566-0500
 Date Made Active in Reports: 11/17/2014 Last EDR Contact: 07/15/2016
 Number of Days to Update: 33 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 01/23/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 02/06/2015 Telephone: 202-564-5088
 Date Made Active in Reports: 03/09/2015 Last EDR Contact: 07/01/2016
 Number of Days to Update: 31 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: Quarterly

FTTS: FIFRA/TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009 Source: EPA/Office of Prevention, Pesticides and Toxic Substances
 Date Data Arrived at EDR: 04/16/2009 Telephone: 202-566-1667
 Date Made Active in Reports: 05/11/2009 Last EDR Contact: 05/20/2016
 Number of Days to Update: 25 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Quarterly

FTTS INSP: FIFRA/TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009 Source: EPA
 Date Data Arrived at EDR: 04/16/2009 Telephone: 202-566-1667
 Date Made Active in Reports: 05/11/2009 Last EDR Contact: 05/20/2016
 Number of Days to Update: 25 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Quarterly

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 03/07/2016
 Date Data Arrived at EDR: 03/16/2016
 Date Made Active in Reports: 04/15/2016
 Number of Days to Update: 28
 Source: Nuclear Regulatory Commission
 Telephone: 301-415-7169
 Last EDR Contact: 05/08/2016
 Next Scheduled EDR Contact: 06/22/2016
 Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data
 A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005
 Date Data Arrived at EDR: 08/07/2009
 Date Made Active in Reports: 10/22/2009
 Number of Days to Update: 76
 Source: Department of Energy
 Telephone: 202-586-8719
 Last EDR Contact: 06/09/2016
 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List
 A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 07/01/2014
 Date Data Arrived at EDR: 09/10/2014
 Date Made Active in Reports: 10/20/2014
 Number of Days to Update: 40
 Source: Environmental Protection Agency
 Telephone: N/A
 Last EDR Contact: 06/10/2016
 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.
 Date of Government Version: 02/01/2011
 Date Data Arrived at EDR: 10/19/2011
 Date Made Active in Reports: 01/10/2012
 Number of Days to Update: 83
 Source: Environmental Protection Agency
 Telephone: 202-566-0517
 Last EDR Contact: 04/26/2016
 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/07/2015
 Date Data Arrived at EDR: 07/09/2015
 Date Made Active in Reports: 09/16/2015
 Number of Days to Update: 69
 Source: Environmental Protection Agency
 Telephone: 202-343-9775
 Last EDR Contact: 07/07/2016
 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
 Date Data Arrived at EDR: 03/01/2007
 Date Made Active in Reports: 04/10/2007
 Number of Days to Update: 40
 Source: Environmental Protection Agency
 Telephone: 202-564-2501
 Last EDR Contact: 12/17/2007
 Next Scheduled EDR Contact: 03/17/2008
 Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/19/2006
 Date Data Arrived at EDR: 03/01/2007
 Date Made Active in Reports: 04/10/2007
 Number of Days to Update: 40
 Source: Environmental Protection Agency
 Telephone: 202-564-2501
 Last EDR Contact: 12/17/2008
 Next Scheduled EDR Contact: 03/17/2008
 Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012
 Date Data Arrived at EDR: 08/07/2012
 Date Made Active in Reports: 09/18/2012
 Number of Days to Update: 42
 Source: Department of Transportation, Office of Pipeline Safety
 Telephone: 202-366-4595
 Last EDR Contact: 05/04/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2014
 Date Data Arrived at EDR: 04/17/2015
 Date Made Active in Reports: 06/02/2015
 Number of Days to Update: 46
 Source: Department of Justice, Consent Decree Library
 Telephone: Varies
 Last EDR Contact: 07/15/2016
 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LOG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2013
 Date Data Arrived at EDR: 02/24/2015
 Date Made Active in Reports: 09/30/2015
 Number of Days to Update: 218
 Source: EPA/NTIS
 Telephone: 800-424-9346
 Last EDR Contact: 05/27/2016
 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005
 Date Data Arrived at EDR: 12/08/2006
 Date Made Active in Reports: 01/11/2007
 Number of Days to Update: 34
 Source: USGS
 Telephone: 202-208-3710
 Last EDR Contact: 07/15/2016
 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 03/11/2016
 Date Data Arrived at EDR: 03/15/2016
 Date Made Active in Reports: 06/03/2016
 Number of Days to Update: 80
 Source: Department of Energy
 Telephone: 202-586-3559
 Last EDR Contact: 05/09/2016
 Next Scheduled EDR Contact: 08/22/2016
 Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/14/2010
 Date Data Arrived at EDR: 10/07/2011
 Date Made Active in Reports: 03/01/2012
 Number of Days to Update: 146
 Source: Department of Energy
 Telephone: 505-845-0011
 Last EDR Contact: 05/23/2016
 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 11/25/2014
 Date Data Arrived at EDR: 11/26/2014
 Date Made Active in Reports: 01/29/2015
 Number of Days to Update: 64
 Source: Environmental Protection Agency
 Telephone: 202-564-2501
 Last EDR Contact: 07/08/2016
 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust.

Date of Government Version: 04/05/2001
 Date Data Arrived at EDR: 10/27/2010
 Date Made Active in Reports: 12/02/2010
 Number of Days to Update: 36
 Source: American Journal of Public Health
 Telephone: 703-305-6451
 Last EDR Contact: 12/02/2009
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/20/2015
 Date Data Arrived at EDR: 10/27/2015
 Date Made Active in Reports: 01/04/2016
 Number of Days to Update: 69
 Source: EPA
 Telephone: 202-564-2496
 Last EDR Contact: 06/22/2016
 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/20/2015
 Date Data Arrived at EDR: 10/27/2015
 Date Made Active in Reports: 01/04/2016
 Number of Days to Update: 69
 Source: EPA
 Telephone: 202-564-2496
 Last EDR Contact: 06/22/2016
 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 02/09/2016
 Date Data Arrived at EDR: 03/02/2016
 Date Made Active in Reports: 04/15/2016
 Number of Days to Update: 44
 Source: Department of Labor, Mine Safety and Health Administration
 Telephone: 303-231-5959
 Last EDR Contact: 06/02/2016
 Next Scheduled EDR Contact: 09/12/2016
 Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines) and nonferrous (nonferrous metal mines) facilities that extract nonferrous metals, such as iron ore or molybdenum and nonferrous (nonferrous metal mines) are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead metal mines in the United States.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/05/2005
 Date Data Arrived at EDR: 02/29/2008
 Date Made Active in Reports: 04/18/2008
 Number of Days to Update: 49
 Source: USGS
 Telephone: 703-648-7709
 Last EDR Contact: 06/03/2016
 Next Scheduled EDR Contact: 09/12/2016
 Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
 Date Data Arrived at EDR: 06/08/2011
 Date Made Active in Reports: 09/13/2011
 Number of Days to Update: 97
 Source: USGS
 Telephone: 703-648-7709
 Last EDR Contact: 06/03/2016
 Next Scheduled EDR Contact: 09/12/2016
 Data Release Frequency: Varies

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 07/20/2015
 Date Data Arrived at EDR: 09/09/2015
 Date Made Active in Reports: 11/03/2015
 Number of Days to Update: 55
 Source: EPA
 Telephone: (212) 637-3000
 Last EDR Contact: 06/08/2016
 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Quarterly

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 03/01/2016
 Date Data Arrived at EDR: 03/03/2016
 Date Made Active in Reports: 04/05/2016
 Number of Days to Update: 33
 Source: Environmental Protection Agency
 Telephone: 202-564-0527
 Last EDR Contact: 05/25/2016
 Next Scheduled EDR Contact: 09/12/2016
 Data Release Frequency: Varies

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 10/25/2015
 Date Data Arrived at EDR: 01/29/2016
 Date Made Active in Reports: 04/05/2016
 Number of Days to Update: 67
 Source: Department of Defense
 Telephone: 571-373-0407
 Last EDR Contact: 06/20/2016
 Next Scheduled EDR Contact: 10/03/2016
 Data Release Frequency: Varies

AIRS: Air Emissions Data

Point source emissions inventory data.

Date of Government Version: 01/25/2016
 Date Data Arrived at EDR: 02/16/2016
 Date Made Active in Reports: 03/22/2016
 Number of Days to Update: 35
 Source: Department of Environmental Conservation
 Telephone: 518-402-8452
 Last EDR Contact: 04/25/2016
 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Annually

COAL ASH: Coal Ash Disposal Site Listing

A listing of coal ash disposal site locations.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/06/2016
 Date Data Arrived at EDR: 04/15/2016
 Date Made Active in Reports: 06/17/2016
 Number of Days to Update: 63
 Source: Department of Environmental Conservation
 Telephone: 518-402-8660
 Last EDR Contact: 07/01/2016
 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Varies

DRYCLEANERS: Registered Drycleaners
 A listing of all registered drycleaning facilities.

Date of Government Version: 03/25/2016
 Date Data Arrived at EDR: 04/12/2016
 Date Made Active in Reports: 06/17/2016
 Number of Days to Update: 66
 Source: Department of Environmental Conservation
 Telephone: 518-402-8403
 Last EDR Contact: 06/13/2016
 Next Scheduled EDR Contact: 09/26/2016
 Data Release Frequency: Varies

E DESIGNATION: E DESIGNATION SITE LISTING

The (E (Environmental)) designation would ensure that sampling and remediation take place on the subject properties, and would avoid any significant impacts related to hazardous materials at these locations. The (E) designations would require that the fee owner of the sites conduct a testing and sampling protocol, and remediation where appropriate, to the satisfaction of the NYCDEP before the issuance of a building permit by the Department of Buildings pursuant to the provisions of Section 11-15 of the Zoning Resolution (Environmental Requirements). The (E) designations also include a mandatory construction-related health and safety plan which must be approved by NYCDEP.

Date of Government Version: 03/14/2016
 Date Data Arrived at EDR: 03/24/2016
 Date Made Active in Reports: 04/20/2016
 Number of Days to Update: 27
 Source: New York City Department of City Planning
 Telephone: 718-595-6658
 Last EDR Contact: 06/21/2016
 Next Scheduled EDR Contact: 10/03/2016
 Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing
 Financial assurance information.

Date of Government Version: 04/06/2016
 Date Data Arrived at EDR: 04/08/2016
 Date Made Active in Reports: 07/01/2016
 Number of Days to Update: 84
 Source: Department of Environmental Conservation
 Telephone: 518-402-8660
 Last EDR Contact: 07/01/2016
 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for hazardous waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 12/01/2015
 Date Data Arrived at EDR: 12/29/2015
 Date Made Active in Reports: 02/11/2016
 Number of Days to Update: 44
 Source: Department of Environmental Conservation
 Telephone: 518-402-8712
 Last EDR Contact: 05/16/2016
 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Varies

HSWDS: Hazardous Substance Waste Disposal Site Inventory

The list includes any known or suspected hazardous substance waste disposal sites. Also included are sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites and non-Registry sites that U.S. EPA Preliminary Assessment (PA) reports or Site Investigation (SI) reports were prepared. Hazardous Substance Waste Disposal Sites are eligible to be Superfund sites now that the New York State Superfund has been refinanced and changed. This means that the study inventory has served its purpose and will no longer be maintained as a separate entity. The last version of the study inventory is frozen in time. The sites on the study will not automatically be made Superfund sites, rather each site will be further evaluated for listing on the Registry. So overtime they will be added to the registry or not.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/01/2003
 Date Data Arrived at EDR: 10/20/2006
 Date Made Active in Reports: 11/30/2006
 Number of Days to Update: 41
 Source: Department of Environmental Conservation
 Telephone: 518-402-9564
 Last EDR Contact: 05/29/2009
 Next Scheduled EDR Contact: 08/24/2009
 Data Release Frequency: No Update Planned

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 05/01/2016
 Date Data Arrived at EDR: 05/06/2016
 Date Made Active in Reports: 06/17/2016
 Number of Days to Update: 42
 Source: Department of Environmental Conservation
 Telephone: 518-402-8651
 Last EDR Contact: 05/08/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Annually

SPDES: State Pollutant Discharge Elimination System

New York State has a state program which has been approved by the United States Environmental Protection Agency for the control of wastewater and stormwater discharges in accordance with the Clean Water Act. Under New York State law the program is known as the State Pollutant Discharge Elimination System (SPDES) and is broader in scope than that required by the Clean Water Act in that it controls point source discharges to groundwaters as well as surface waters.

Date of Government Version: 05/03/2016
 Date Data Arrived at EDR: 05/10/2016
 Date Made Active in Reports: 06/17/2016
 Number of Days to Update: 38
 Source: Department of Environmental Conservation
 Telephone: 518-402-8233
 Last EDR Contact: 04/25/2016
 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: No Update Planned

UIC: Underground Injection Control Wells

A listing of enhanced oil recovery underground injection wells.

Date of Government Version: 06/06/2016
 Date Data Arrived at EDR: 06/08/2016
 Date Made Active in Reports: 07/01/2016
 Number of Days to Update: 23
 Source: Department of Environmental Conservation
 Telephone: 518-402-8056
 Last EDR Contact: 06/08/2016
 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Quarterly

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 09/20/2015
 Date Data Arrived at EDR: 09/23/2015
 Date Made Active in Reports: 01/04/2016
 Number of Days to Update: 103
 Source: Environmental Protection Agency
 Telephone: 202-564-2280
 Last EDR Contact: 06/22/2016
 Next Scheduled EDR Contact: 10/03/2016
 Data Release Frequency: Quarterly

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 05/24/2016
 Date Data Arrived at EDR: 05/25/2016
 Date Made Active in Reports: 07/13/2016
 Number of Days to Update: 49
 Source: EPA
 Telephone: 800-385-6164
 Last EDR Contact: 05/25/2016
 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Quarterly

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used waste oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oil waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
 Date Data Arrived at EDR: N/A
 Date Made Active in Reports: N/A
 Number of Days to Update: N/A
 Source: EDR, Inc.
 Telephone: N/A
 Last EDR Contact: N/A
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historic Gas Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
 Date Data Arrived at EDR: N/A
 Date Made Active in Reports: N/A
 Number of Days to Update: N/A
 Source: EDR, Inc.
 Telephone: N/A
 Last EDR Contact: N/A
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historic Dry Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
 Date Data Arrived at EDR: N/A
 Date Made Active in Reports: N/A
 Number of Days to Update: N/A
 Source: EDR, Inc.
 Telephone: N/A
 Last EDR Contact: N/A
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Conservation in New York.

Date of Government Version: N/A
 Date Data Arrived at EDR: 07/01/2013
 Date Made Active in Reports: 12/30/2013
 Number of Days to Update: 182
 Source: Department of Environmental Conservation
 Telephone: N/A
 Last EDR Contact: 06/01/2012
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RGA LFP: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Conservation in New York.

Date of Government Version: N/A
 Date Data Arrived at EDR: 07/01/2013
 Date Made Active in Reports: 01/10/2014
 Number of Days to Update: 193
 Source: Department of Environmental Conservation
 Telephone: N/A
 Last EDR Contact: 06/01/2012
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: Varies

COUNTY RECORDS

CORTLAND COUNTY:

Cortland County Storage Tank Listing

A listing of aboveground storage tank sites located in Cortland County.

Date of Government Version: 05/18/2016
 Date Data Arrived at EDR: 05/24/2016
 Date Made Active in Reports: 07/01/2016
 Number of Days to Update: 38
 Source: Cortland County Health Department
 Telephone: 607-753-5035
 Last EDR Contact: 05/02/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Quarterly

Cortland County Storage Tank Listing

A listing of underground storage tank sites located in Cortland County.

Date of Government Version: 05/18/2016
 Date Data Arrived at EDR: 05/24/2016
 Date Made Active in Reports: 07/01/2016
 Number of Days to Update: 38
 Source: Cortland County Health Department
 Telephone: 607-753-5035
 Last EDR Contact: 05/02/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Quarterly

NASSAU COUNTY:

Registered Tank Database

A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 04/22/2016
 Date Data Arrived at EDR: 04/26/2016
 Date Made Active in Reports: 06/17/2016
 Number of Days to Update: 52
 Source: Nassau County Health Department
 Telephone: 516-571-3314
 Last EDR Contact: 07/05/2016
 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: No Update Planned

Storage Tank Database

A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 02/15/2011
 Date Data Arrived at EDR: 02/23/2011
 Date Made Active in Reports: 03/29/2011
 Number of Days to Update: 34
 Source: Nassau County Office of the Fire Marshal
 Telephone: 516-572-1000
 Last EDR Contact: 05/02/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Varies

Registered Tank Database in Nassau County

A listing of facilities in Nassau County with storage tanks.

Date of Government Version: 04/22/2016
 Date Data Arrived at EDR: 04/26/2016
 Date Made Active in Reports: 06/17/2016
 Number of Days to Update: 52
 Source: Nassau County Department of Health
 Telephone: 516-227-9691
 Last EDR Contact: 07/05/2016
 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Registered Tank Database

A listing of underground storage tank sites located in Nassau County.
 Date of Government Version: 04/22/2016 Source: Nassau County Health Department
 Date Data Arrived at EDR: 04/26/2016 Telephone: 516-571-3314
 Date Made Active in Reports: 06/17/2016 Last EDR Contact: 07/05/2016
 Number of Days to Update: 52 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: No Update Planned

Storage Tank Database

A listing of underground storage tank sites located in Nassau County.
 Date of Government Version: 02/15/2011 Source: Nassau County Office of the Fire Marshal
 Date Data Arrived at EDR: 02/23/2011 Telephone: 516-572-1000
 Date Made Active in Reports: 03/29/2011 Last EDR Contact: 05/02/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Varies

ROCKLAND COUNTY:

Petroleum Bulk Storage Database

A listing of aboveground storage tank sites located in Rockland County.
 Date of Government Version: 04/12/2016 Source: Rockland County Health Department
 Date Data Arrived at EDR: 04/15/2016 Telephone: 914-364-2605
 Date Made Active in Reports: 06/17/2016 Last EDR Contact: 06/06/2016
 Number of Days to Update: 63 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Quarterly

Petroleum Bulk Storage Database

A listing of underground storage tank sites located in Rockland County.
 Date of Government Version: 04/12/2016 Source: Rockland County Health Department
 Date Data Arrived at EDR: 04/15/2016 Telephone: 914-364-2605
 Date Made Active in Reports: 06/17/2016 Last EDR Contact: 06/06/2016
 Number of Days to Update: 63 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Quarterly

SUFFOLK COUNTY:

Storage Tank Database

A listing of aboveground storage tank sites located in Suffolk County.
 Date of Government Version: 03/03/2015 Source: Suffolk County Department of Health Services
 Date Data Arrived at EDR: 03/10/2015 Telephone: 631-854-2521
 Date Made Active in Reports: 03/23/2015 Last EDR Contact: 05/02/2016
 Number of Days to Update: 13 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: No Update Planned

Storage Tank Database

A listing of underground storage tank sites located in Suffolk County.
 Date of Government Version: 03/03/2015 Source: Suffolk County Department of Health Services
 Date Data Arrived at EDR: 03/10/2015 Telephone: 631-854-2521
 Date Made Active in Reports: 03/23/2015 Last EDR Contact: 05/02/2016
 Number of Days to Update: 13 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: No Update Planned

WESTCHESTER COUNTY:

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Listing of Storage Tanks

A listing of aboveground storage tank sites located in Westchester County.
 Date of Government Version: 02/19/2016 Source: Westchester County Department of Health
 Date Data Arrived at EDR: 02/24/2016 Telephone: 914-813-5161
 Date Made Active in Reports: 03/22/2016 Last EDR Contact: 05/02/2016
 Number of Days to Update: 27 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Varies

Listing of Storage Tanks

A listing of underground storage tank sites located in Westchester County.
 Date of Government Version: 02/19/2016 Source: Westchester County Department of Health
 Date Data Arrived at EDR: 02/24/2016 Telephone: 914-813-5161
 Date Made Active in Reports: 03/22/2016 Last EDR Contact: 05/02/2016
 Number of Days to Update: 27 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 07/30/2013 Source: Department of Energy & Environmental Protection
 Date Data Arrived at EDR: 08/19/2013 Telephone: 860-424-3375
 Date Made Active in Reports: 10/03/2013 Last EDR Contact: 05/13/2016
 Number of Days to Update: 45 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2013 Source: Department of Environmental Protection
 Date Data Arrived at EDR: 07/17/2015 Telephone: N/A
 Date Made Active in Reports: 08/12/2015 Last EDR Contact: 07/11/2016
 Number of Days to Update: 26 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: Annually

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2014 Source: Department of Environmental Protection
 Date Data Arrived at EDR: 07/24/2015 Telephone: 717-783-9590
 Date Made Active in Reports: 08/18/2015 Last EDR Contact: 07/18/2016
 Number of Days to Update: 25 Next Scheduled EDR Contact: 10/31/2016
 Data Release Frequency: Annually

RI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2013 Source: Department of Environmental Management
 Date Data Arrived at EDR: 06/19/2015 Telephone: 401-222-2797
 Date Made Active in Reports: 07/15/2015 Last EDR Contact: 06/06/2016
 Number of Days to Update: 26 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

VT MANIFEST: Hazardous Waste Manifest Data

Hazardous waste manifest information.
 Date of Government Version: 05/02/2016 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 05/24/2016 Telephone: 802-241-3443
 Date Made Active in Reports: 07/13/2016 Last EDR Contact: 07/18/2016
 Number of Days to Update: 50 Next Scheduled EDR Contact: 10/31/2016
 Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.
 Date of Government Version: 12/31/2015 Source: Department of Natural Resources
 Date Data Arrived at EDR: 04/14/2016 Telephone: N/A
 Date Made Active in Reports: 06/03/2016 Last EDR Contact: 06/13/2016
 Number of Days to Update: 50 Next Scheduled EDR Contact: 09/26/2016
 Data Release Frequency: Annually

Oil/Gas Pipelines

Source: PennWell Corporation
 Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data

Source: PennWell Corporation
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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:

Source: American Hospital Association, Inc.
 Telephone: 312-280-5991
 The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services
 Telephone: 410-786-3000
 A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes

Source: National Institutes of Health
 Telephone: 301-594-6248
 Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools

Source: National Center for Education Statistics
 Telephone: 202-502-7300
 The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools

Source: National Center for Education Statistics
 Telephone: 202-502-7300
 The National Center for Education Statistics' primary database on private school locations in the United States.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Daycare Centers: Day Care Providers

Source: Department of Health
 Telephone: 212-676-2444

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NW: National Wetlands Inventory: This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Freshwater Wetlands

Source: Department of Environmental Conservation
 Telephone: 518-402-8961

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

SYRACUSE SCALE
156 SOLAR STREET
SYRACUSE, NY 13204

TARGET PROPERTY COORDINATES

Latitude (North): 43.058264 - 43° 3' 29.75"
Longitude (West): 76.158069 - 76° 9' 29.05"
Universal Transverse Mercator: Zone 18
UTM X (Meters): 405693.8
UTM Y (Meters): 4767720.5
Elevation: 378 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map: 5937769 SYRACUSE WEST, NY
Version Date: 2013

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

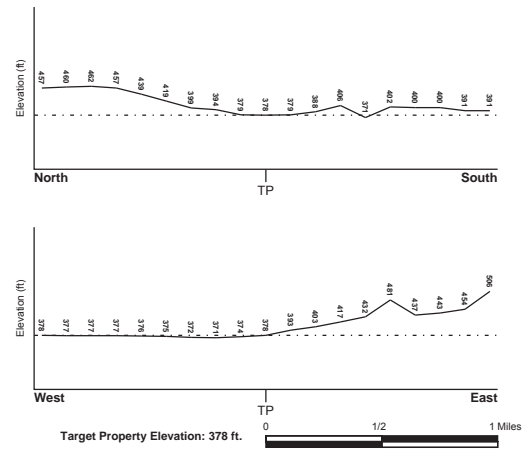
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General West

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Target Property County: ONONDAGA, NY
Flood Plain Panel at Target Property: 3605950001D - FEMA Q3 Flood data
Additional Panels in search area: 3605950002D - FEMA Q3 Flood data
3605950003E - FEMA Q3 Flood data
3605950004E - FEMA Q3 Flood data

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property: SYRACUSE WEST
Data Coverage: YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius: 1.25 miles
Status: Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

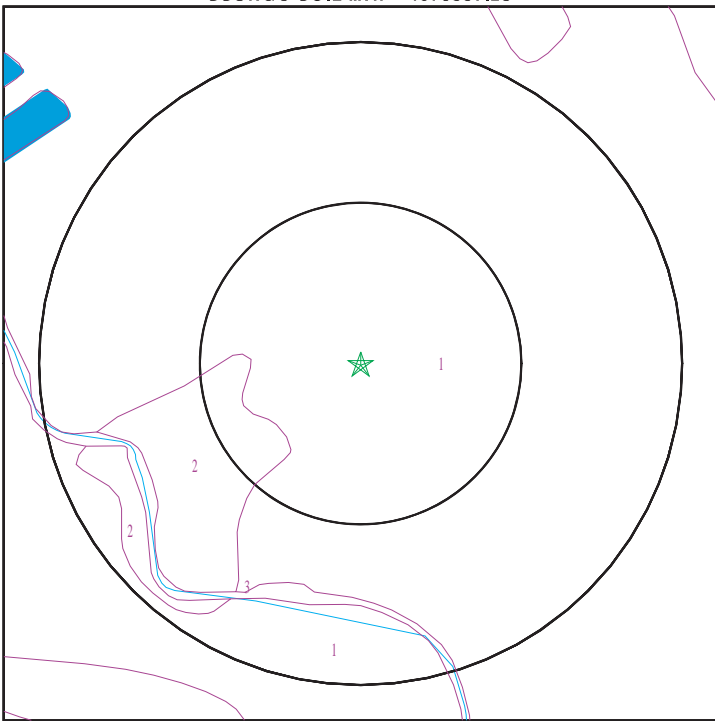
Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

GEOLOGIC AGE IDENTIFICATION

Era: Paleozoic
System: Silurian
Series: Upper Silurian (Cayugan)
Code: S3 (decoded above as Era, System & Series)
Category: Stratified Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).



★ Target Property
 √ SSURGO Soil
 ∕ Water

SITE NAME: Syracuse Scale
 ADDRESS: 156 Solar Street
 Syracuse NY 13204
 LAT/LONG: 43.058264 / 76.158069

CLIENT: Plumley Engineering
 CONTACT: Jesse Plumley
 INQUIRY #: 4679337.2s
 DATE: July 20, 2016 4:42 pm

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GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: Urban land
 Soil Surface Texture: Not reported
 Hydrologic Group: Not reported
 Soil Drainage Class: Unknown
 Corrosion Potential - Uncoated Steel: Not Reported
 Depth to Bedrock Min: > 0 inches
 Depth to Watertable Min: > 0 inches
 No Layer Information available.

Soil Map ID: 2

Soil Component Name: Urdortheints
 Soil Surface Texture: channery loam
 Hydrologic Group: Class A/D - Drained/undrained hydrology class of soils that can be drained and are classified.
 Soil Drainage Class: Somewhat excessively drained
 Hydric Status: Not hydric
 Corrosion Potential - Uncoated Steel: Moderate
 Depth to Bedrock Min: > 0 inches
 Depth to Watertable Min: > 137 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	3 inches	channery loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Gravels, Gravels with fines, Clayey Gravel	Max: 141 Min: 0.42	Max: 7.3 Min: 4.5
2	3 inches	70 inches	very channery loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 42 Min: 0.42	Max: 8.4 Min: 4.5

Soil Map ID: 3

Soil Component Name: Water
 Soil Surface Texture: channery loam
 Hydrologic Group: Class A/D - Drained/undrained hydrology class of soils that can be drained and are classified.
 Soil Drainage Class: Unknown
 Corrosion Potential - Uncoated Steel: Not Reported
 Depth to Bedrock Min: > 0 inches
 Depth to Watertable Min: > 0 inches
 No Layer Information available.

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 0.001 miles
State Database	1.000

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
1	USGS40000869872	0 - 1/8 Mile NNW
2	USGS40000869704	1/8 - 1/4 Mile SSW
A3	USGS40000869836	1/4 - 1/2 Mile SSE
A4	USGS40000869701	1/4 - 1/2 Mile South
A5	USGS40000869670	1/4 - 1/2 Mile South
B6	USGS40000869988	1/4 - 1/2 Mile NW
7	USGS40000869758	1/4 - 1/2 Mile WSW
A8	USGS40000869656	1/4 - 1/2 Mile South
A9	USGS40000869655	1/4 - 1/2 Mile SSE
C10	USGS40000869625	1/4 - 1/2 Mile South
11	USGS40000869903	1/4 - 1/2 Mile WNW
D12	USGS40000869685	1/4 - 1/2 Mile SE
B13	USGS40000870003	1/4 - 1/2 Mile NW
C14	USGS40000869616	1/4 - 1/2 Mile South
E15	USGS40000869974	1/4 - 1/2 Mile WNW
16	USGS40000869646	1/4 - 1/2 Mile SSE
17	USGS40000869601	1/4 - 1/2 Mile SSE
F18	USGS40000869790	1/4 - 1/2 Mile West
F19	USGS40000869791	1/4 - 1/2 Mile West
E20	USGS40000869961	1/4 - 1/2 Mile WNW
C21	USGS40000869592	1/4 - 1/2 Mile South
22	USGS40000869703	1/4 - 1/2 Mile SE
D23	USGS40000869654	1/4 - 1/2 Mile SE
24	USGS40000869624	1/4 - 1/2 Mile SE
G25	USGS40000869519	1/4 - 1/2 Mile South
G26	USGS40000869518	1/4 - 1/2 Mile South
27	USGS40000870050	1/4 - 1/2 Mile NW
28	USGS40000869732	1/2 - 1 Mile WSW
29	USGS40000869475	1/2 - 1 Mile South
H30	USGS40000869503	1/2 - 1 Mile SSE
H31	USGS40000869489	1/2 - 1 Mile SSE
I32	USGS40000869566	1/2 - 1 Mile SE
J33	USGS40000869453	1/2 - 1 Mile SSE
34	USGS40000870129	1/2 - 1 Mile NW
K35	USGS40000869502	1/2 - 1 Mile SE
H36	USGS40000869462	1/2 - 1 Mile SSE
K37	USGS40000869501	1/2 - 1 Mile SE
38	USGS40000869425	1/2 - 1 Mile South
J39	USGS40000869437	1/2 - 1 Mile SSE
I40	USGS40000869535	1/2 - 1 Mile SE
41	USGS40000869960	1/2 - 1 Mile ENE

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
42	USGS40000869411	1/2 - 1 Mile SSW
43	USGS40000869424	1/2 - 1 Mile SSE
L44	USGS40000869549	1/2 - 1 Mile SE
L45	USGS40000869534	1/2 - 1 Mile SE
46	USGS40000869461	1/2 - 1 Mile SE
47	USGS40000869377	1/2 - 1 Mile South
48	USGS40000870168	1/2 - 1 Mile NW
49	USGS40000870107	1/2 - 1 Mile NW
50	USGS40000870201	1/2 - 1 Mile NW
51	USGS40000870226	1/2 - 1 Mile NW
52	USGS40000869397	1/2 - 1 Mile SSE
53	USGS40000869565	1/2 - 1 Mile SE
M54	USGS40000870297	1/2 - 1 Mile NNW
N55	USGS40000869460	1/2 - 1 Mile SE
M56	USGS40000870298	1/2 - 1 Mile NNW
57	USGS40000869410	1/2 - 1 Mile SE
M58	USGS40000870314	1/2 - 1 Mile NNW
N59	USGS40000869423	1/2 - 1 Mile SE
M60	USGS40000870315	1/2 - 1 Mile NNW
61	USGS40000869733	1/2 - 1 Mile WSW
O62	USGS40000869550	1/2 - 1 Mile SE
P63	USGS40000869311	1/2 - 1 Mile South
64	USGS40000869310	1/2 - 1 Mile South
O65	USGS40000869474	1/2 - 1 Mile SE
66	USGS40000870263	1/2 - 1 Mile NW
O67	USGS40000870227	1/2 - 1 Mile NW
68	USGS40000869295	1/2 - 1 Mile SSE
P69	USGS40000869283	1/2 - 1 Mile South
P70	USGS40000869270	1/2 - 1 Mile South
71	USGS40000869759	1/2 - 1 Mile West
R72	USGS40000870316	1/2 - 1 Mile NW
S73	USGS40000870187	1/2 - 1 Mile NW
74	USGS40000869409	1/2 - 1 Mile SE
Q75	USGS40000870264	1/2 - 1 Mile NW
R76	USGS40000870346	1/2 - 1 Mile NW
S77	USGS40000870150	1/2 - 1 Mile WNW
T78	USGS40000870299	1/2 - 1 Mile NW
79	USGS40000870138	1/2 - 1 Mile WNW
U80	USGS40000869551	1/2 - 1 Mile WSW
81	USGS40000869533	1/2 - 1 Mile SSE
V82	USGS40000869230	1/2 - 1 Mile South
R83	USGS40000870361	1/2 - 1 Mile NNW
W84	USGS40000870375	1/2 - 1 Mile NNW
X85	USGS40000870417	1/2 - 1 Mile NNW
Y86	USGS40000870251	1/2 - 1 Mile NW
W87	USGS40000870402	1/2 - 1 Mile NNW
T88	USGS40000870317	1/2 - 1 Mile NW
U89	USGS40000869520	1/2 - 1 Mile WSW
V90	USGS40000869208	1/2 - 1 Mile South
91	USGS40000869209	1/2 - 1 Mile South
92	USGS40000869834	1/2 - 1 Mile West
V93	USGS40000869207	1/2 - 1 Mile South

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
94	USGS40000869626	1/2 - 1 Mile WSW
X95	USGS40000870436	1/2 - 1 Mile NNW
Y96	USGS40000870276	1/2 - 1 Mile NW
Z97	USGS40000869229	1/2 - 1 Mile SSE
Z98	USGS40000869219	1/2 - 1 Mile SSE
99	USGS40000869396	1/2 - 1 Mile SE

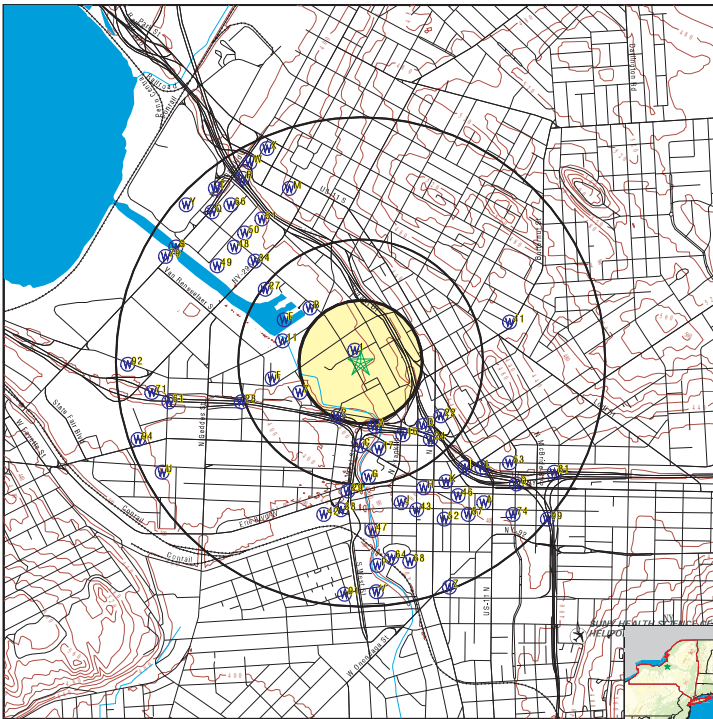
FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No PWS System Found		
Note: PWS System location is not always the same as well location.		

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No Wells Found		

PHYSICAL SETTING SOURCE MAP - 4679337.2s



- County Boundary
- Major Roads
- Contour Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons
- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Closest Hydrogeological Data
- Oil, gas or related wells

SITE NAME: Syracuse Scale
 ADDRESS: 156 Solar Street
 Syracuse NY 13204
 LAT/LONG: 43.058264 / 76.158069

CLIENT: Plumley Engineering
 CONTACT: Jesse Plumley
 INQUIRY #: 4679337.2s
 DATE: July 20, 2016 4:41 pm

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID	Direction	Distance	Elevation	Database	EDR ID Number
1	NNW	0 - 1/8 Mile	Lower	FED USGS	USGS40000869872
<p>Org. Identifier: USGS-NY Formal name: USGS New York Water Science Center Monloc Identifier: USGS-430332076093201 Monloc name: OD 266 Monloc type: Well Monloc desc: Not Reported Huc code: 04140201 Drainagearea Units: Not Reported Contrib drainagearea units: Not Reported Longitude: -76.1585358 Horiz Acc measure: 1 Horiz Collection method: Interpolated from map Horiz coord refs: NAD83 Vert measure units: feet Vert acc measure units: feet Vert collection method: Interpolated from topographic map Vert coord refs: NGVD29 Aquifer name: New York and New England carbonate-rock aquifers Formation type: Silurian, Upper Aquifer type: Not Reported Construction date: Not Reported Well depth units: ft Wellhole depth units: Not Reported</p> <p>Drainagearea value: Not Reported Contrib drainagearea: Not Reported Latitude: 43.0589555 Source map scale: 25000 Horiz Acc measure units: minutes Vert measure val: 400.00 Vertacc measure val: 5</p> <p>Countrycode: US</p> <p>Welldepth: 240 Wellholedepth: Not Reported</p> <p>Ground-water levels, Number of Measurements: 0</p>					
2	SSW	1/8 - 1/4 Mile	Higher	FED USGS	USGS40000869704
<p>Org. Identifier: USGS-NY Formal name: USGS New York Water Science Center Monloc Identifier: USGS-430318076093701 Monloc name: OD 561 Monloc type: Well: Test hole not completed as a well Monloc desc: Not Reported Huc code: 04140201 Drainagearea Units: Not Reported Contrib drainagearea units: Not Reported Longitude: -76.1599247 Horiz Acc measure: 1 Horiz Collection method: Interpolated from map Horiz coord refs: NAD83 Vert measure units: feet Vert acc measure units: feet Vert collection method: Interpolated from topographic map Vert coord refs: NGVD29 Aquifer name: Not Reported Formation type: Not Reported</p> <p>Drainagearea value: Not Reported Contrib drainagearea: Not Reported Latitude: 43.0550666 Source map scale: 24000 Horiz Acc measure units: seconds Vert measure val: 395 Vertacc measure val: 5</p> <p>Countrycode: US</p>					

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: Not Reported
 Welldepth units: Not Reported
 Wellholedepth units: ft

Welldepth: Not Reported
 Wellholedepth: 102

Ground-water levels, Number of Measurements: 0

A3 SSE
1/4 - 1/2 Mile Higher
 FED USGS USGS40000869686

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430317076092501
 Monloc name: OD 560
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1565913
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0547888
 Sourcemap scale: 24000
 Horiz Acc measure units: seconds

Vert measure val: 369
 Vertacc measure val: 5

Countycode: US

Welldepth: Not Reported
 Wellholedepth: 63

Ground-water levels, Number of Measurements: 0

A4 South
1/4 - 1/2 Mile Higher
 FED USGS USGS40000869701

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430318076052901
 Monloc name: OD 525
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1574247
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.054511
 Sourcemap scale: 24000
 Horiz Acc measure units: seconds

Vert measure val: 385
 Vertacc measure val: 5

Countycode: US

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: Not Reported
 Welldepth units: Not Reported
 Wellholedepth units: ft

Welldepth: Not Reported
 Wellholedepth: 176

Ground-water levels, Number of Measurements: 0

A5 South
1/4 - 1/2 Mile Higher
 FED USGS USGS40000869670

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430316076092701
 Monloc name: OD1524
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1571469
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19600421
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.054511
 Sourcemap scale: 24000
 Horiz Acc measure units: seconds

Vert measure val: 397.0
 Vertacc measure val: 0.1

Countycode: US

Welldepth: Not Reported
 Wellholedepth: 32

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1960-04-21	21	

B6 NW
1/4 - 1/2 Mile Lower
 FED USGS USGS40000869988

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430340076094301
 Monloc name: OD1510
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1615915

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0611778
 Sourcemap scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19930903
 Welldepth units: Not Reported
 Wellholedepth units: ft

Horiz Acc measure units: seconds

Vert measure val: 362.9
 Vertacc measure val: 0.1

Countycode: US

Welldepth: Not Reported
 Wellholedepth: 142

Ground-water levels, Number of Measurements: 0

7 WSW
1/4 - 1/2 Mile Higher
 FED USGS USGS40000869758

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430323076094801
 Monloc name: OD1528
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1629804
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19600429
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0564555
 Sourcemap scale: 24000
 Horiz Acc measure units: seconds

Vert measure val: 398.0
 Vertacc measure val: 0.1

Countycode: US

Welldepth: Not Reported
 Wellholedepth: 101.5

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1960-04-29	35	

A8 South
1/4 - 1/2 Mile Higher
 FED USGS USGS40000869656

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430315076092801
 Monloc name: OD1521
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1574247
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported

Countycode: US

Welldepth: Not Reported
 Wellholedepth: 142

Ground-water levels, Number of Measurements: 0

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430315076092801
 Monloc name: OD1521
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1574247
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19610531
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0542333
 Sourcemap scale: 24000
 Horiz Acc measure units: seconds

Vert measure val: 396.0
 Vertacc measure val: 0.1

Countycode: US

Welldepth: Not Reported
 Wellholedepth: 86

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1961-05-31	12	

A9 SSE
1/4 - 1/2 Mile Higher
 FED USGS USGS40000869655

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430315076092301
 Monloc name: OD1527
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1560357
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0542333
 Sourcemap scale: 24000
 Horiz Acc measure units: seconds

Vert measure val: 389.0
 Vertacc measure val: 0.1

Countycode: US

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 19610602 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 56.5
 Wellholedepth units: ft
 Ground-water levels, Number of Measurements: 1

Date	Surface	Seallevel
1961-06-02	18	

C10
South
1/4 - 1/2 Mile
Higher FED USGS USGS4000086925

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430313076093201
 Monloc name: OD1719
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0536777
 Longitude: -76.1585358 Sourcecmap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 397.4
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Verticalcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19600414 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 100
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Seallevel
1960-04-14	8.6	

11
WNW
1/4 - 1/2 Mile
Lower FED USGS USGS40000869903

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430334076095301
 Monloc name: OD 594
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0595111
 Longitude: -76.1643693 Sourcecmap scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 374
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Verticalcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 81.5
 Wellholedepth units: ft
 Ground-water levels, Number of Measurements: 0

D12
SE
1/4 - 1/2 Mile
Higher FED USGS USGS4000086985

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430317076091401
 Monloc name: OD1526
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0547888
 Longitude: -76.1535356 Sourcecmap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 402.0
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Verticalcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19600421 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 36
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

B13
NW
1/4 - 1/2 Mile
Lower FED USGS USGS40000870003

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430342076094701
 Monloc name: OD1642
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0617333
 Longitude: -76.1627026 Sourcecmap scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 370.4
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Verticalcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19930823 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 99.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Seallevel
1993-08-23	13.8	

C14
South
1/4 - 1/2 Mile
Higher FED USGS USGS40000869616

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430312076092901
 Monloc name: OD1759
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0539999
 Longitude: -76.1577024 Sourcecmap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 394.8
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Verticalcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19970617 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 155
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

E15
WNW
1/4 - 1/2 Mile
Lower FED USGS USGS40000869974

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430339076095101
 Monloc name: OD1509
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0609
 Longitude: -76.1638138 Sourcecmap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 362.9
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Verticalcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19930831 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 141.8
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

16
SSE
1/4 - 1/2 Mile
Higher FED USGS USGS40000869646

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430314076091801
 Monloc name: OD1514
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0539555
 Longitude: -76.1548468 Sourcecmap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 408.2
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Verticalcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19610427 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 34.5
 Wellholedepth units: ft

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Ground-water levels, Number of Measurements: 1

Date	Surface	Sealevel
1961-04-27	14.0	

F17 SSE
1/4 - 1/2 Mile Higher
FED USGS USGS40000869601

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430311076092501
 Monloc name: OD1530
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0531221
 Longitude: -76.1565913 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 372.0
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19610517 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 41
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1961-05-17	3	

F18 West
1/4 - 1/2 Mile Lower
FED USGS USGS40000869790

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430326076095601
 Monloc name: OD1806
 Monloc type: Well
 Monloc desc: SPENCER STREET WELL (SHALLOW)
 Huc code: Not Reported Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0572888
 Longitude: -76.1652027 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Global positioning system (GPS), uncorrected
 Horiz coord refs: NAD83 Vert measure val: Not Reported
 Vert measure units: Not Reported Vertacc measure val: Not Reported
 Vert accmeasure units: Not Reported
 Vertcollection method: Not Reported Countrycode: US
 Vert coord refs: Not Reported
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: Not Reported
 Wellholedepth units: Not Reported

Ground-water levels, Number of Measurements: 0

F19 West
1/4 - 1/2 Mile Lower
FED USGS USGS40000869791

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430326076095602
 Monloc name: OD1805
 Monloc type: Well
 Monloc desc: SPENCER STREET WELL (DEEP)
 Huc code: Not Reported Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0572888
 Longitude: -76.1652027 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Global positioning system (GPS), uncorrected
 Horiz coord refs: NAD83 Vert measure val: Not Reported
 Vert measure units: Not Reported Vertacc measure val: Not Reported
 Vert accmeasure units: Not Reported
 Vertcollection method: Not Reported Countrycode: US
 Vert coord refs: Not Reported
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: Not Reported
 Wellholedepth units: Not Reported

Ground-water levels, Number of Measurements: 0

E20 WNW
1/4 - 1/2 Mile Lower
FED USGS USGS40000869961

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430338076095401
 Monloc name: OD1508
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0606222
 Longitude: -76.1646471 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 363.0
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19930902 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 162
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

C21 South
1/4 - 1/2 Mile Higher
FED USGS USGS40000869592

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430310076093001
 Monloc name: OD1760
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0528444
 Longitude: -76.1579802 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 398.2
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19970620 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 170
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

22 SE
1/4 - 1/2 Mile Higher
FED USGS USGS40000869703

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430318076090701
 Monloc name: OD1832
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0550666
 Longitude: -76.1515911 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 407.6
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 1977 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 30
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1977	28.6	

D23 SE
1/4 - 1/2 Mile Higher
FED USGS USGS40000869654

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430315076054701
 Monloc name: OD 519
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0542333
 Longitude: -76.1524245 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 392
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 55
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

24 SE
1/4 - 1/2 Mile Higher
FED USGS USGS40000869624

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430318076090701
 Monloc name: OD1832
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0550666
 Longitude: -76.1515911 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430313076091001
 Monloc name: OD 564
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0536777
 Longitude: -76.1524245 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 409.0
 Vert measure units: feet Vertacc measure val: .1
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 50
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

**G25
 South
 1/4 - 1/2 Mile
 Higher**

FED USGS USGS40000869519

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430305076093001
 Monloc name: OD1718
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0514555
 Longitude: -76.1579802 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 398
 Vert measure units: feet Vertacc measure val: 5
 Vert acmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19600411 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 101.5
 Wellholedepth units: ft

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Ground-water levels, Number of Measurements: 1
 Feet below Feet to
 Date Surface Sealevel
 1960-04-11 45

**G26
 South
 1/4 - 1/2 Mile
 Higher**

FED USGS USGS40000869518

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430305076092601
 Monloc name: OD 592
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0514555
 Longitude: -76.1568691 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 400
 Vert measure units: feet Vertacc measure val: 5
 Vert acmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 64
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

**27
 NW
 1/4 - 1/2 Mile
 Lower**

FED USGS USGS40000870050

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430345076095801
 Monloc name: OD1507
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0625667
 Longitude: -76.1657583 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 381.4
 Vert measure units: feet Vertacc measure val: 0.1
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 19930909 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 192
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Feet below Feet to
 Date Surface Sealevel
 1993-09-09 20.0

**28
 WSW
 1/2 - 1 Mile
 Higher**

FED USGS USGS40000869732

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430321076100501
 Monloc name: OD 562
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0559999
 Longitude: -76.1677028 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 380.5
 Vert measure units: feet Vertacc measure val: .1
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 102
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

**29
 South
 1/2 - 1 Mile
 Higher**

FED USGS USGS40000869475

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430302076093401
 Monloc name: OD1717
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0509221
 Longitude: -76.1590914 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 400
 Vert measure units: feet Vertacc measure val: 5
 Vert acmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19600429 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 100
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Feet below Feet to
 Date Surface Sealevel
 1960-04-29 22

**H30
 SSE
 1/2 - 1 Mile
 Higher**

FED USGS USGS40000869503

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430304076091101
 Monloc name: OD 557
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0511777
 Longitude: -76.1527023 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 404.5
 Vert measure units: feet Vertacc measure val: .1
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 55
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

**H31
 SSE
 1/2 - 1 Mile
 Higher**

FED USGS USGS40000869489

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 400
 Vert measure units: feet Vertacc measure val: 5
 Vert acmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 55
 Wellholedepth units: ft

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430303076091301
Monloc name: OD 556
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea: Not Reported
Latitude: 43.0508999
Sourcemap scale: 24000
Longitude: -76.1532579
Horiz Acc measure units: seconds
Horiz Collection method: Interpolated from map
Horiz coord refs: NAD83
Vert measure val: 403.2
Vertacc measure val: .1
Vert measure units: feet
Vert accmeasure units: feet
Vertcollection method: Level or other surveying method
Vert coord refs: NGVD29
Countrycode: US
Formation type: Not Reported
Aquifer type: Not Reported
Construction date: Not Reported
Welldepth: Not Reported
Wellholedepth: 65
Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

I32 SE 1/2 - 1 Mile Higher

FED USGS USGS40000869566

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430308076090101
Monloc name: OD1515
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea: Not Reported
Latitude: 43.0522888
Sourcemap scale: 24000
Longitude: -76.1499244
Horiz Acc measure units: seconds
Horiz Collection method: Interpolated from map
Horiz coord refs: NAD83
Vert measure val: 407.8
Vertacc measure val: 0.1
Vert measure units: feet
Vert accmeasure units: feet
Vertcollection method: Level or other surveying method
Vert coord refs: NGVD29
Countrycode: US
Formation type: Not Reported
Aquifer type: Not Reported
Construction date: 19610424
Welldepth: Not Reported
Wellholedepth: 35
Wellholedepth units: ft

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Ground-water levels, Number of Measurements: 1
Date 1961-04-24 12
Feet below Surface Feet to Sealevel

J33 SSE 1/2 - 1 Mile Higher

FED USGS USGS40000869453

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430300076092001
Monloc name: OD 573
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea: Not Reported
Latitude: 43.0500666
Sourcemap scale: 24000
Longitude: -76.1552024
Horiz Acc measure units: seconds
Horiz Collection method: Interpolated from map
Horiz coord refs: NAD83
Vert measure val: 401.3
Vertacc measure val: .1
Vert measure units: feet
Vert accmeasure units: feet
Vertcollection method: Level or other surveying method
Vert coord refs: NGVD29
Countrycode: US
Formation type: Not Reported
Aquifer type: Not Reported
Construction date: Not Reported
Welldepth: Not Reported
Wellholedepth: 100
Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

34 NW 1/2 - 1 Mile Lower

FED USGS USGS40000870129

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430351076100101
Monloc name: OD1546
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea: Not Reported
Latitude: 43.0642334
Sourcemap scale: 24000
Longitude: -76.1665916
Horiz Acc measure units: seconds
Horiz Collection method: Interpolated from map
Horiz coord refs: NAD83
Vert measure val: 372
Vertacc measure val: 5
Vert measure units: feet
Vert accmeasure units: feet
Vertcollection method: Interpolated from topographic map
Vert coord refs: NGVD29
Countrycode: US
Formation type: Not Reported
Aquifer type: Not Reported

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
Construction date: 19871216
Welldepth: Not Reported
Wellholedepth: 120.3

Ground-water levels, Number of Measurements: 1

Date 1987-12-16 6.5
Feet below Surface Feet to Sealevel

K35 SE 1/2 - 1 Mile Higher

FED USGS USGS40000869502

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430304076090601
Monloc name: OD 558
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea: Not Reported
Latitude: 43.0511777
Sourcemap scale: 24000
Longitude: -76.1513133
Horiz Acc measure units: seconds
Horiz Collection method: Interpolated from map
Horiz coord refs: NAD83
Vert measure val: 403.8
Vertacc measure val: .1
Vert measure units: feet
Vert accmeasure units: feet
Vertcollection method: Level or other surveying method
Vert coord refs: NGVD29
Countrycode: US
Formation type: Not Reported
Aquifer type: Not Reported
Construction date: Not Reported
Welldepth: Not Reported
Wellholedepth: 55
Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

H36 SSE 1/2 - 1 Mile Higher

FED USGS USGS40000869462

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430301076091201
Monloc name: OD1529
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea: Not Reported
Latitude: 43.0503443
Sourcemap scale: 24000
Longitude: -76.15298

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
Horiz Collection method: Interpolated from map
Horiz coord refs: NAD83
Vert measure val: 401.9
Vertacc measure val: 0.1
Vert measure units: feet
Vert accmeasure units: feet
Vertcollection method: Level or other surveying method
Vert coord refs: NGVD29
Countrycode: US
Formation type: Not Reported
Aquifer type: Not Reported
Construction date: 19700713
Welldepth: Not Reported
Wellholedepth: 58
Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

K37 SE 1/2 - 1 Mile Higher

FED USGS USGS40000869501

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430304076090501
Monloc name: OD1179
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea: Not Reported
Latitude: 43.0511777
Sourcemap scale: 24000
Longitude: -76.1510356
Horiz Acc measure units: seconds
Horiz Collection method: Interpolated from map
Horiz coord refs: NAD83
Vert measure val: 408
Vertacc measure val: 10
Vert measure units: feet
Vert accmeasure units: feet
Vertcollection method: Interpolated from topographic map
Vert coord refs: NGVD29
Countrycode: US
Formation type: Not Reported
Aquifer type: Not Reported
Construction date: 19900403
Welldepth: Not Reported
Wellholedepth: 29.5
Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date 1990-04-03 12
Feet below Surface Feet to Sealevel

38 South 1/2 - 1 Mile Higher

FED USGS USGS40000869425

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430301076091201
Monloc name: OD1529
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea: Not Reported
Latitude: 43.0503443
Sourcemap scale: 24000
Longitude: -76.15298

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430258076093601
 Monloc name: OD1701
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.049511
 Longitude: -76.1596469 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 401
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19770426 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 136.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1977-04-26	34.5	

J39 SSE
 1/2 - 1 Mile Higher
 FED USGS USGS40000869437

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430259076091701
 Monloc name: OD 574
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0497888
 Longitude: -76.1543699 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 401.6
 Vert measure units: feet Vertacc measure val: .1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 101
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

I40 SE
 1/2 - 1 Mile Higher
 FED USGS USGS40000869535

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430306076085901
 Monloc name: OD1525
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0517332
 Longitude: -76.1493688 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 402
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19600420 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 42
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1960-04-20	21	

41 ENE
 1/2 - 1 Mile Higher
 FED USGS USGS40000869960

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430338076084701
 Monloc name: OD1630
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0606222
 Longitude: -76.1460354 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 424.1
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 1977 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 14
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1977		

Note: The site was dry (no water level recorded).

42 SSW
 1/2 - 1 Mile Higher
 FED USGS USGS40000869411

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430257076094101
 Monloc name: OD1702
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0492352
 Longitude: -76.1610359 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 402
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19770427 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 101.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1977-04-27	18	

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
 Direction
 Distance
 Elevation
 Database EDR ID Number

43 SSE
 1/2 - 1 Mile Higher
 FED USGS USGS40000869424

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430258076091401
 Monloc name: OD1767
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.049511
 Longitude: -76.1535356 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 400.3
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19890910 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 47
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1989-09-10	22	

L44 SE
 1/2 - 1 Mile Higher
 FED USGS USGS40000869549

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430307076090701
 Monloc name: OD 522
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0522889
 Longitude: -76.1479799 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 410
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 36
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

L45 SE
1/2 - 1 Mile Higher
 FED USGS USGS4000086934

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430306076085601
 Monloc name: OD 563
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0517332
 Longitude: -76.1485355 Sourceamap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 406.8
 Vert measure units: feet Vertacc measure val: .1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 40
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

46 SE
1/2 - 1 Mile Higher
 FED USGS USGS40000869461

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430301076090201
 Monloc name: OD1680
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0503443
 Longitude: -76.1502022 Sourceamap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 397
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 26
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

47 South
1/2 - 1 Mile Higher
 FED USGS USGS40000869377

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430254076092601
 Monloc name: OD1869
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0482861
 Longitude: -76.1571167 Sourceamap scale: Not Reported
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Global positioning system (GPS), uncorrected
 Horiz coord refs: NAD83 Vert measure val: 309
 Vert measure units: feet Vertacc measure val: 6
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countycode: US
 Aquifername: Sand and gravel aquifers (glaciated regions)
 Formation type: Sand and Gravel
 Aquifer type: Not Reported
 Construction date: 20000914 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 75
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

48 NW
1/2 - 1 Mile Lower
 FED USGS USGS40000870168

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430354076100701
 Monloc name: OD1550
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0650667
 Longitude: -76.1682583 Sourceamap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 374
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 19980402 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 174.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1998-04-02	10.5	

49 NW
1/2 - 1 Mile Lower
 FED USGS USGS40000870107

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430350076101201
 Monloc name: OD1553
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0639596
 Longitude: -76.1696473 Sourceamap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 370
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19980409 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 226
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1998-04-09	8.0	

50 NW
1/2 - 1 Mile Lower
 FED USGS USGS40000870201

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430357076100401
 Monloc name: OD1551
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0659
 Longitude: -76.167425 Sourceamap scale: 24000

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 376
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19980325 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 121.3
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1998-03-25	4.2	

51 NW
1/2 - 1 Mile Higher
 FED USGS USGS40000870226

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430400076095901
 Monloc name: OD1552
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0667334
 Longitude: -76.166036 Sourceamap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 379
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19980323 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 36.2
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1998-03-23	3.8	

52 SSE
1/2 - 1 Mile Higher
 FED USGS USGS40000869397

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430256076090601
 Monloc name: OD1692
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0489554
 Longitude: -76.1513133 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 403.1
 Vert measure units: feet Vertacc measure val: 0.1
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported Welldepth: Not Reported
 Construction date: 196812 Wellholedepth: 40
 Welldepth units: Not Reported
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1968-12	22	

S3 SE 1/2 - 1 Mile Higher FED USGS USGS40000869565

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430308076084701
 Monloc name: OD1631
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0522888
 Longitude: -76.1460354 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 408.1
 Vert measure units: feet Vertacc measure val: 0.1
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 1977 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 23
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1977	15.5	

M54 NNW 1/2 - 1 Mile Higher FED USGS USGS40000870297

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430406076094901
 Monloc name: OD1089
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0684001
 Longitude: -76.1632582 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 400.7
 Vert measure units: feet Vertacc measure val: 0.1
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported Welldepth: Not Reported
 Construction date: 19630722 Wellholedepth: 31.5
 Welldepth units: Not Reported
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

N55 SE 1/2 - 1 Mile Higher FED USGS USGS40000869460

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430301076085401
 Monloc name: OD 572
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0503443
 Longitude: -76.1479799 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 402.8
 Vert measure units: feet Vertacc measure val: .1
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported Welldepth: Not Reported
 Construction date: Not Reported Wellholedepth: 39
 Welldepth units: Not Reported
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

M56 NNW 1/2 - 1 Mile Higher FED USGS USGS40000870298

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430406076095001
 Monloc name: OD1900
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0694001
 Longitude: -76.163536 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 400.5
 Vert measure units: feet Vertacc measure val: 0.1
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported Welldepth: Not Reported
 Construction date: 19530721 Wellholedepth: 22
 Welldepth units: Not Reported
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

S7 SE 1/2 - 1 Mile Higher FED USGS USGS40000869410

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430257076085901
 Monloc name: OD1682
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0492332
 Longitude: -76.1493688 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 407
 Vert measure units: feet Vertacc measure val: 5
 Vert acmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported Welldepth: Not Reported
 Construction date: 19710709 Wellholedepth: 48
 Welldepth units: Not Reported
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1971-07-09	12.5	

M58 NNW 1/2 - 1 Mile Higher FED USGS USGS40000870314

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430407076095201
 Monloc name: OD1091
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0686779
 Longitude: -76.1640916 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 400.7
 Vert measure units: feet Vertacc measure val: 0.1
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported Welldepth: Not Reported
 Construction date: 19530724 Wellholedepth: 38
 Welldepth units: Not Reported
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

N59 SE 1/2 - 1 Mile Higher FED USGS USGS40000869423

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430258076085501
 Monloc name: OD 571
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1482577
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.049511
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 401.8
 Vertacc measure val: .1

Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 40

Ground-water levels, Number of Measurements: 0

**M60
 NNW
 1/2 - 1 Mile
 Higher** FED USGS USGS40000870315

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430407076095301
 Monloc name: OD1088
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1643693
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19490623
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0686779
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 400.7
 Vertacc measure val: 0.1

Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 29

Ground-water levels, Number of Measurements: 0

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
 Direction
 Distance
 Elevation
 Database
 EDR ID Number

**61
 WSW
 1/2 - 1 Mile
 Higher** FED USGS USGS40000869733

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430321076102601
 Monloc name: OD1519
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1735363
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19610621
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0558999
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 376
 Vertacc measure val: 0.1

Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 186.5

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1961-06-21	7.0	

**O62
 SE
 1/2 - 1 Mile
 Higher** FED USGS USGS40000869550

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430307076061501
 Monloc name: OD 520
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.145202
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0514555
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 410
 Vertacc measure val: 5

Countrycode: US

Ground-water levels, Number of Measurements: 0

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: Not Reported
 Welldepth units: Not Reported
 Wellholedepth units: ft

Welldepth: Not Reported
 Wellholedepth: 52

Ground-water levels, Number of Measurements: 0

**P63
 South
 1/2 - 1 Mile
 Higher** FED USGS USGS40000869311

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430248076092801
 Monloc name: OD1864
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1570639
 Horiz Acc measure: .1
 Horiz Collection method: Global positioning system (GPS), uncorrected
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Sand and gravel aquifers (glaciated regions)
 Formation type: Sand and Gravel
 Aquifer type: Not Reported
 Construction date: 20051122
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0466222
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 391.9
 Vertacc measure val: 5

Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 71

Ground-water levels, Number of Measurements: 0

**64
 South
 1/2 - 1 Mile
 Higher** FED USGS USGS40000869310

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430248076092001
 Monloc name: OD1866
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1555583
 Horiz Acc measure: .1
 Horiz Collection method: Global positioning system (GPS), uncorrected
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Sand and gravel aquifers (glaciated regions)
 Formation type: Sand and Gravel

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0466778
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 388
 Vertacc measure val: 5

Countrycode: US

Ground-water levels, Number of Measurements: 0

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 20051101
 Welldepth units: Not Reported
 Wellholedepth units: ft

Welldepth: Not Reported
 Wellholedepth: 70

Ground-water levels, Number of Measurements: 0

**O65
 SE
 1/2 - 1 Mile
 Higher** FED USGS USGS40000869474

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430302076084801
 Monloc name: OD1516
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1457576
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19610412
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0506221
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 408.2
 Vertacc measure val: 0.1

Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 58

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1961-04-12	21	

**66
 NW
 1/2 - 1 Mile
 Lower** FED USGS USGS40000870263

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430403076100801
 Monloc name: OD1096
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1685361

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0675667
 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19530624
 Welldepth units: Not Reported
 Wellholedepth units: ft

Horiz Acc measure units: seconds
 Vert measure val: 347.7
 Vertacc measure val: 0.1
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 55

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1953-06-24	7.4	

Q67
NW
1/2 - 1 Mile
Lower
FED USGS USGS40000870227

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430400076101301
 Monloc name: OD1554
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.169925
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19980401
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0667334
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 374
 Vertacc measure val: 5
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 165.5

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1998-04-01	8.0	

68
SSE
1/2 - 1 Mile
Higher
FED USGS USGS40000869295

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430247076091601
 Monloc name: OD1690
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1540912
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19710922
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0464554
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 369.4
 Vertacc measure val: 0.1
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 101.5

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1971-09-22	29	

P69
South
1/2 - 1 Mile
Higher
FED USGS USGS40000869283

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430246076092301
 Monloc name: OD1854
 Monloc type: Well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1563889
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0461111
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 400
 Vertacc measure val: 5
 Countrycode: US

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Unconfined single aquifer
 Construction date: Not Reported
 Welldepth units: ft
 Wellholedepth units: ft

Welldepth: 101
 Wellholedepth: 101

Ground-water levels, Number of Measurements: 0

P70
South
1/2 - 1 Mile
Higher
FED USGS USGS40000869270

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430245076092401
 Monloc name: OD1865
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1567111
 Horiz Acc measure: 1
 Horiz Collection method: Global positioning system (GPS), uncorrected
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Sand and gravel aquifers (glaciated regions)
 Formation type: Sand and Gravel
 Aquifer type: Not Reported
 Construction date: 20051118
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0459
 Sourcecamp scale: Not Reported
 Horiz Acc measure units: seconds
 Vert measure val: 387.5
 Vertacc measure val: 5
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 101

Ground-water levels, Number of Measurements: 0

71
West
1/2 - 1 Mile
Higher
FED USGS USGS40000869759

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430323076103101
 Monloc name: OD 559
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1749252
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0564555
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 378
 Vertacc measure val: 5
 Countrycode: US

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: Not Reported
 Welldepth units: Not Reported
 Wellholedepth units: ft

Welldepth: Not Reported
 Wellholedepth: 192

Ground-water levels, Number of Measurements: 0

R72
NW
1/2 - 1 Mile
Higher
FED USGS USGS40000870316

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430407076100501
 Monloc name: OD1093
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1677028
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19490818
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0686779
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 374.7
 Vertacc measure val: 0.1
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 50

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1949-08-18	4.1	

S73
NW
1/2 - 1 Mile
Higher
FED USGS USGS40000870187

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430355076102201
 Monloc name: OD1506
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1724252

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0653445
 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19890613
 Welldepth units: Not Reported
 Wellholedepth units: ft

Horiz Acc measure units: seconds
 Vert measure val: 379.6
 Vertacc measure val: 0.1
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 291.5

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1989-06-13	13.4	

74 SE
1/2 - 1 Mile Higher
FED USGS USGS40000869409

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430257076084601
 Monloc name: OD1681
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1457576
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19570716
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0492332
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 401.6
 Vertacc measure val: 0.1
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 32

Ground-water levels, Number of Measurements: 0

Q75 NW
1/2 - 1 Mile Higher
FED USGS USGS40000870264

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430403076101401
 Monloc name: OD1095
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1702029
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19530609
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0675667
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 374.8
 Vertacc measure val: 0.1
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 125

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1953-06-09	4.2	

R76 NNW
1/2 - 1 Mile Higher
FED USGS USGS40000870346

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430409076100401
 Monloc name: OD1611
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.167425
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0692334
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 374.4
 Vertacc measure val: 0.1
 Countrycode: US

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 19490818
 Welldepth units: Not Reported
 Wellholedepth units: ft

Welldepth: Not Reported
 Wellholedepth: 52

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1949-08-18	9	

S77 WNW
1/2 - 1 Mile Lower
FED USGS USGS40000870150

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430353076102601
 Monloc name: OD593
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1735363
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0647869
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 370
 Vertacc measure val: 5
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 292

Ground-water levels, Number of Measurements: 0

T78 NW
1/2 - 1 Mile Higher
FED USGS USGS40000870299

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430406076101101
 Monloc name: OD1549
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1693695

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0694001
 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19980114
 Welldepth units: Not Reported
 Wellholedepth units: ft

Horiz Acc measure units: seconds
 Vert measure val: 380
 Vertacc measure val: 5
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 85.3

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1998-01-14	19.9	

79 WNW
1/2 - 1 Mile Lower
FED USGS USGS40000870138

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430352076102701
 Monloc name: OD1505
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1739141
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19890607
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0645111
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 379.6
 Vertacc measure val: 0.1
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 271.5

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1989-06-07	12.0	

U80 SWW
1/2 - 1 Mile Higher
FED USGS USGS40000869551

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430307076102701
 Monloc name: OD1774
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.052011
 Longitude: -76.173814 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 385
 Vert measure units: feet Vertacc measure val: 10
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19890510 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 152
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1989-05-10	21.8	

81E
 1/2 - 1 Mile Higher
 FED USGS USGS40000869533

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430306076083401
 Monloc name: OD 565
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0517333
 Longitude: -76.1424242 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 410.0
 Vert measure units: feet Vertacc measure val: .1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 60
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

V82
 South
 1/2 - 1 Mile Higher
 FED USGS USGS40000869230

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430242076092501
 Monloc name: OD1867
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0450694
 Longitude: -76.1569056 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Global positioning system (GPS), uncorrected
 Horiz coord refs: NAD83 Vert measure val: 392.3
 Vert measure units: feet Vertacc measure val: .1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Sand and gravel aquifers (glaciated regions)
 Formation type: Sand and Gravel
 Aquifer type: Not Reported
 Construction date: 20020923 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 69
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

R83
 NNW
 1/2 - 1 Mile Higher
 FED USGS USGS40000870361

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430410076100501
 Monloc name: OD1092
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0895112
 Longitude: -76.1677028 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 402.3
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 19530529 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 30
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1953-05-29	2.3	

W84
 NNW
 1/2 - 1 Mile Higher
 FED USGS USGS40000870375

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430411076100301
 Monloc name: OD1097
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.069789
 Longitude: -76.1671472 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 385.4
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19540404 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 56
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

X85
 NNW
 1/2 - 1 Mile Higher
 FED USGS USGS40000870417

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430414076095601
 Monloc name: OD 601
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0709223
 Longitude: -76.1652027 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 420
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 85
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

Y86
 NW
 1/2 - 1 Mile Lower
 FED USGS USGS40000870251

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430402076102001
 Monloc name: OD1547
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.067289
 Longitude: -76.1718696 Sourcecamp scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 377.3
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19971224 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 162
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1997-12-24	9.5	

W87
 NNW
 1/2 - 1 Mile Higher
 FED USGS USGS40000870402

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430414076095601
 Monloc name: OD 601
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0709223
 Longitude: -76.1652027 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430413076100201
 Monloc name: OD1624
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.166894
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert acmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19950125
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0703445
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1995-01-25	18.5	

T88 NW 1/2 - 1 Mile Higher FED USGS USGS40000870317

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430407076101401
 Monloc name: OD1094
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1702029
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0686778
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 372.8
 Vertacc measure val: 0.1

Countrycode: US

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 19490902
 Welldepth units: Not Reported
 Wellholedepth units: 45

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1949-09-02	3.2	

U89 WSW 1/2 - 1 Mile Higher FED USGS USGS4000086520

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430305076102901
 Monloc name: OD1704
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1743696
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert acmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19890503
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0514554
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 374
 Vertacc measure val: 5

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1989-05-03	11	

V90 South 1/2 - 1 Mile Higher FED USGS USGS40000869208

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430240076092801
 Monloc name: OD1777
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1574246

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0445109
 Sourcecamp scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert acmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19950223
 Welldepth units: Not Reported
 Wellholedepth units: ft

Horiz Acc measure units: seconds
 Vert measure val: 391
 Vertacc measure val: 10
 Countrycode: US

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1995-02-23	8	

91 South 1/2 - 1 Mile Higher FED USGS USGS40000869209

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430240076093501
 Monloc name: OD 250
 Monloc type: Well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1593992
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert acmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifername: Sand and gravel aquifers (glaciated regions)
 Formation type: Sand and Gravel
 Aquifer type: Not Reported
 Construction date: Not Reported
 Welldepth units: ft
 Wellholedepth units: Not Reported

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0445109
 Sourcecamp scale: 25000
 Horiz Acc measure units: minutes
 Vert measure val: 400.00
 Vertacc measure val: 5

Welldepth: Not Reported
 Wellholedepth: Not Reported

Ground-water levels, Number of Measurements: 0

92 West 1/2 - 1 Mile Higher FED USGS USGS40000869834

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-43029076103801
 Monloc name: OD1520
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1768697
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19600427
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0581222
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 373.7
 Vertacc measure val: 0.1

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1960-04-27	18	

V93 South 1/2 - 1 Mile Higher FED USGS USGS40000869207

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430240076092201
 Monloc name: OD1868
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1560361
 Horiz Acc measure: 1
 Horiz Collection method: Global positioning system (GPS), uncorrected
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert acmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifername: Sand and gravel aquifers (glaciated regions)
 Formation type: Sand and Gravel

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0443972
 Sourcecamp scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 389.9
 Vertacc measure val: 0.1

Countrycode: US

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 20020920
 Welldepth units: Not Reported
 Wellholedepth units: ft

Welldepth: Not Reported
 Wellholedepth: 70

Ground-water levels, Number of Measurements: 0

94 WSW
1/2 - 1 Mile
Lower **FED USGS USGS40000869626**

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430313076103501
 Monloc name: OD1654
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0536777
 Longitude: -76.1760364 Sourcecmap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 379
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19800716 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 87
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Surface	Sealevel
1980-07-16	8	

X95 NNW
1/2 - 1 Mile
Higher **FED USGS USGS40000870436**

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430416076095901
 Monloc name: OD1625
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0711779
 Longitude: -76.166036 Sourcecmap scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 404
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19950125 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 20
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

Y96 NW
1/2 - 1 Mile
Lower **FED USGS USGS40000870276**

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430404076102201
 Monloc name: OD1548
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0678445
 Longitude: -76.1724252 Sourcecmap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 390.1
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19971216 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 130.2
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1997-12-16	23.5	

Z97 SSE
1/2 - 1 Mile
Higher **FED USGS USGS40000869229**

Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: Not Reported
 Wellholedepth units: Not Reported

Ground-water levels, Number of Measurements: 0

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430242076090301
 Monloc name: OD1098
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0450665
 Longitude: -76.15049 Sourcecmap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 397.6
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19640210 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 160
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1964-02-10	16.0	

Z98 SSE
1/2 - 1 Mile
Higher **FED USGS USGS40000869219**

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430241076090601
 Monloc name: OD 13
 Monloc type: Well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0447887
 Longitude: -76.1513133 Sourcecmap scale: 24000
 Horiz Acc measure: 5 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: Not Reported
 Vert measure units: Not Reported Vertacc measure val: Not Reported
 Vert accmeasure units: Not Reported
 Vertcollection method: Not Reported
 Vert coord refs: Not Reported Countycode: US
 Aquifername: Sand and gravel aquifers (glaciated regions)
 Formation type: Sand and Gravel

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: Not Reported
 Wellholedepth units: Not Reported

Ground-water levels, Number of Measurements: 0

99 SE
1/2 - 1 Mile
Higher **FED USGS USGS40000869396**

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430256076083601
 Monloc name: OD 555
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0489554
 Longitude: -76.1429797 Sourcecmap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 402.4
 Vert measure units: feet Vertacc measure val: .1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 74
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

**GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
RADON**

AREA RADON INFORMATION

State Database: NY Radon

Radon Test Results

County	Town	Num Tests	Avg Result	Geo Mean	Max Result
ONONDAGA	CAMILLUS	980	11.38	6	188.3
ONONDAGA	CICERO	275	1.96	1.28	30.5
ONONDAGA	CLAY	328	2	1.19	30.4
ONONDAGA	DE WITT	754	10.01	3.76	346.7
ONONDAGA	ELBRIDGE	129	13.42	6.2	96.1
ONONDAGA	FABIUS	26	5.17	3.03	26.5
ONONDAGA	GEDDES	291	9.25	4.79	99.3
ONONDAGA	LAFAYETTE	105	7.39	4.25	95.6
ONONDAGA	LYSANDER	272	4.14	2.1	89.1
ONONDAGA	MANLIUS	1,442	11.4	5.03	241.8
ONONDAGA	MARCELLUS	251	5.91	3.39	98
ONONDAGA	ONONDAGA	294	10.8	5.9	89.4
ONONDAGA	OTISCO	21	7.32	3.64	40.1
ONONDAGA	POMPEY	105	6.84	4.7	35
ONONDAGA	SALINA	449	2.49	1.49	69.5
ONONDAGA	SKANEATELES	203	4.39	2.43	105.7
ONONDAGA	SPAFFORD	16	3.66	2.32	8.8
ONONDAGA	SYRACUSE	2,334	6.8	3.48	185.4
ONONDAGA	TULLY	140	18.29	8.48	165.2
ONONDAGA	VAN BUREN	119	6.68	2.5	70.1

Federal EPA Radon Zone for ONONDAGA County: 1

- Note: Zone 1 indoor average level > 4 pCi/L
- : Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L
- : Zone 3 indoor average level < 2 pCi/L

Federal Area Radon Information for ONONDAGA COUNTY, NY

Number of sites tested: 476

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area	1.760 pCi/L	76%	21%	3%
Basement	3.000 pCi/L	62%	29%	9%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Freshwater Wetlands
Source: Department of Environmental Conservation
Telephone: 518-402-8961

HYDROGEOLOGIC INFORMATION

AQUIFLOW[®] Information System

Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO - State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

New York Public Water Wells

Source: New York Department of Health

Telephone: 518-458-6731

OTHER STATE DATABASE INFORMATION

Oil and Gas Well Database

Department of Environmental Conservation

Telephone: 518-402-8072

These files contain records, in the database, of wells that have been drilled.

RADON

State Database: NY Radon

Source: Department of Health

Telephone: 518-402-7556

Radon Test Results

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

PHYSICAL SETTING SOURCE RECORDS SEARCHED

STREET AND ADDRESS INFORMATION

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APPENDIX D

CITY DIRECTORY IMAGE REPORT

Syracuse Scale

156 Solar Street
Syracuse, NY 13204

Inquiry Number: 4679337.5
July 22, 2016

The EDR-City Directory Image Report

TABLE OF CONTENTS

SECTION

Executive Summary

Findings

City Directory Images

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2013	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
2008	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
2003	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
1999	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
1995	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
1992	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
1988	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1983	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1978	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1973	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1968	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1964	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1959	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1953	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1948	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1943	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1938	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory

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FINDINGS

TARGET PROPERTY STREET

156 Solar Street
Syracuse, NY 13204

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
-------------	-----------------	---------------

SOLAR ST

2013	pg A1	Cole Information Services
2008	pg A2	Cole Information Services
2003	pg A3	Cole Information Services
1999	pg A4	Cole Information Services
1995	pg A5	Cole Information Services
1992	pg A6	Cole Information Services
1988	pg A7	Polk's City Directory
1983	pg A8	Polk's City Directory
1983	pg A9	Polk's City Directory
1978	pg A10	Polk's City Directory
1978	pg A11	Polk's City Directory
1973	pg A12	Polk's City Directory
1968	pg A13	Polk's City Directory
1968	pg A14	Polk's City Directory
1964	pg A15	Polk's City Directory
1959	pg A16	Polk's City Directory
1953	pg A17	Polk's City Directory
1948	pg A18	Polk's City Directory
1943	pg A19	Polk's City Directory
1943	pg A20	Polk's City Directory
1938	pg A21	Polk's City Directory
1938	pg A22	Polk's City Directory

FINDINGS

CROSS STREETS

No Cross Streets Identified

City Directory Images

SOLAR ST 2013

- 115 BEARD MILLER COMPANY LLP
- BRIAN EHRET
- CAROLINE BEAL
- CHRIS OCONNELL
- DIANNE CLARK
- FLOOD CONTROL
- FREEDOM OF ESPRESSO
- GRANT ALLEN
- HESS CORPORATION
- JIM DEVIVO
- JOSEPH MESSINA
- JULIE DYSON
- KEVIN CACCAMISE
- KRISTIN HINDER
- MARY SHARAK
- MATTHEW LYNCH
- NICOLE BONANNI
- NY WATER ENVIRONMENT
- PARENTEBEARD
- STANLEY KUSHNER
- WILLIAM WELCH
- 158 SYRACUSE SCALE CO INC
- 163 SYRACUSE LITHOGRAPHING CO
- 214 SHARENET
- UPSTATE PRINTING
- 475 BUCKEYE PIPE LINE

SOLAR ST 2008

101	JEFFREY MIX JOHN BROWN
115	ART OF YOU SALON BEARD MILLER LLP BRIAN EHRET BROOKE MORLEY CALUM STEWART CINDY RICHARD FAGLIARONE GROUP CPA PC KHATEREH NABAVI LAWSON PARKER LOUIS PROFENNO PARKER PRODUCTIONS SUSAN LEPAK TFG CPA
158	SYRACUSE SCALES INC
163	SYRACUSE LITHOGRAPHING CO
201	NORTH AMERICAN MATERIAL HANDLING COR
210	SPECIALTY PRODUCTS & INSULATION CO
475	BUCKEYE PIPE LINE CO

SOLAR ST 2003

158	OCCUPANT UNKNOWN SALERNO INDUSTRIAL CTR WRHS SYRACUSE SCALE CO
163	OCCUPANT UNKNOWN
201	OCCUPANT UNKNOWN
210	OCCUPANT UNKNOWN SPECIALTY PRODUCTS & INSLTN
227	D & J TRANSPORTATION SPCLST INC OCCUPANT UNKNOWN
425	CO FALTER CONSTRUCTION CORP NYS CANAL CORP OCCUPANT UNKNOWN PUBLIC WORKS

SOLAR ST 1999

101 FRANKLIN SQUARE ASSOCIATES
158 ATLAS SCALES
RILL W ALBERT ATTORNEY
SALERNO INDUSTRIAL CENTER WAREHOUSE DIVISION
163 SYRACUSE LITHOGRAPHING COMPANY
201 LAMBERT MATERIAL HANDLING
210 SPECIALTY PRODUCTS & INSULATION COMPANY
227 D & J TRANSPORTATION SPECIALISTS INCORPORATED
475 BUCKEYE PIPE LINE COMPANY
BUCKEYE PIPE LINE COMPANY DELIVERY
502 MOBIL OIL CORPORATION
540 ATLANTIC REFINING & MARKETING CORPORATION
545 MIRABITO FUEL GROUP

SOLAR ST 1995

0	COASTAL REFINING & MKTG INC GRIFFITH ENERGY
101	FRANKLIN SQUARE ASSOC
158	ATLAS SCALES SALERNO INDUSTRIAL CENTER WAREHOUSE DIV SALERNO, ALBERT E, OFC SYRACUSE SCALE CO INC
163	SYRACUSE LITHOGRAPHING CO
201	LAMBERT MATERIAL HANDLING
227	D & J TRANSPORTATION SPECIALISTS INC
430	DRAKE OIL CO KENDALL MOTOR OIL WIX FILTERS
475	BUCKEYE PIPE LINE CO-DELIVERY
500	ALASKAN OIL INC
502	MOBIL OIL CORP MOBIL OIL CORP-OPERATING DEPARTMENT OIL CITY PRESERVATION GROUP
540	ATLANTIC REFINING & MARKETING CORP-DISTRIBUTION TERMINAL
545	CITGO PETROLEUM CORP CITGO, OIL PRODUCTS MIRABITO FUEL GROUP
550	SUN COMPANY INC

SOLAR ST 1992

0	SERVICE OIL CO INC
158	ATLAS DIGITRONIC SCALES SALERNO INDUSTRIAL CENTER WAREHOUSE DIV SALERNO, ALBERT E, OFC SYRACUSE SCALE CO INC
163	GRANDY, LELAND C, OFC SYRACUSE LITHOGRAPHING CO
201	LAMSON MATERIAL HANDLING
227	D & J TRANSPORTATION SPECIALISTS INC
425	NYS DEPT OF TRANSPORTATION-CANAL TERMINAL SHOP NYS DEPT OF TRANSPORTATION-SECTION 5 HEADQUARTERS
430	DRAKE OIL CO INC DRAKE, HENRY M, OFC KENDALL MOTOR OIL WIX FILTERS
475	BUCKEYE PIPE LINE CO-DELIVERY
500	ALASKAN OIL INC
502	MOBIL OIL CORP MOBIL OIL CORP-OPERATING DEPARTMENT
540	ATLANTIC REFINING & MARKETING CORP-DISTRIBUTION TERMINAL
545	CITGO PETROLEUM CORP CITGO, OIL PRODUCTS
550	ATLANTIC REFINING & MARKETING CORP-DIVISION SALES OFFICE SUN REFINING & MARKETING CORP

SOLAR ST 1988

107 Moorhead Danl W © 469-3659

1

**SOLAR ST -FROM 500 PLUM ST
NORTHWEST TO 400 W HIAWATHA
BLVD**

ZIP CODE 13204

127 King Laboratories Inc mfr radio tube
parts 471-8123

158 Syracuse Scale Co 476-9696

163 Syracuse Lithographing Co 422-0326

WEST DIVISION ST INTERSECTS

203 Vacant

227 D J Transportation 475-5989

125

SPENCER ST INTERSECTS

W KIRKPATRICK ST INTERSECTS

418 Shotmeyer Oil Corp 471-1022

425 State Barge Canal (Terminal) (Dept Of
Trans) 471-4824

430 Drake Oil Co Inc 475-5125

475 Buckeye Pipeline 474-9411

BEAR ST INTERSECTS

502 Mobil Oil Co 422-8211

540 Atlantic Refining & Marketing Corp oil
424-1746

545 Citgo Petroleum Corp oil & gasoline dlrs
422-3380

Claus Tire Inc 472-4391

102

SOMERSET RD -FROM 1400 BROAD

**113
RD**

SOLAR ST 1983

31 AV	107 Norton Martin A 492-9632	★ K ★ R N WH
	SOLAR ST —FROM 500 PLUM ST NORTHWEST TO 400 W HIAWATHA BLVD	202★ 207 G 210 F 217 V 219 V 220 V 221 V 224 T 226 S 227 T
	ZIP CODE 13204	
	127 King Laboratories Inc mfr radio tube parts 471-8123	
	156 Richlar Industries Inc insulating materials 475-7279	
	158 Syracuse Scale Co 476-9696	
	163 Syracuse Lithographing Co 422-0326	
	WEST DIVISION ST INTERSECTS	
	203-5 Eason Mechanical Contractors 471-8012	

SOLAR ST 1983

227 Mortensen Data Forms Inc 476-7496
Data Handling Products Ltd 474-3444

125

**SPENCER ST INTERSECTS
W KIRKPATRICK ST INTERSECTS**

418 Shotmeyer Oil Corp 471-1022
425 State Barge Canal (Terminal) (Dept Of
Trans) 471-4824

13

430 Vacant

D

475 Texaco Inc oil 471-1136

BEAR ST INTERSECTS

500 Augsburg Corp The whol-ret fuel oil
kerosene etc 476-4228

540 Arco Petroleum Products oil 424-1744

545 City Service Co oils & lubricants-dlrs
422-3380

Claus Tire Inc 472-4391

102

SOMERSET RD FROM 100 BROAD

SOLAR ST 1978

107 Norton Martin A 492-9632

84

**SOLAR ST —FROM 500 PLUM ST
NORTHWEST TO 400 W HIAWATHA
BLVD**

ZIP CODE 13204

**127 King Laboratories Inc mfr radio tube
parts 471-8123**

156 Garber A L Co Inc box mfrs 471-5114

163 Syracuse Lithographing Co 422-0326

WEST DIVISION INTERSECTS

SOLAR ST 1978

203 Young C W Mfg Corp hardboard
fabricators 422-1643

13 220 Rotondo Warehouse Receiving

D 227 Mortensen Business Forms Inc 476-7496
Midstate Elevator Co Inc mtce 422-6109

32

SPENCER ST INTERSECTS

W KIRKPATRICK ST INTERSECTS

418 Vacant

425 State Barge Canal (Terminal) (Dept Of
Trans) 471-4824

430 Vacant

475 Texaco Inc oil 471-1136

BEAR INTERSECTS

500 Shell Oil Co 422-0243

540 Atlantic Richfield Co oil 424-1742

545 City Service Oil Co 422-3380

Claus Tire Inc 472-4391

102

SOMERSET RD —FROM 1400 BROAD

SOLAR ST 1973

107 Vacant

94**SOLAR ST —FROM 115 PHELPS PL
NORTHERLY TO 120 ARSENAL DR**

ZIP CODE 13204

127 King Laboratories Inc mfr radio tube
parts 471-8123

156 Garber A L Co Inc box mfrs 471-5114

163 Syracuse Lithographing Co Inc 422-0326

WEST DIVISION INTERSECTS

201 Vacant

203 Young C W Mfg Corp hardboard
fabricators 422-1643

227 Mortensen Business Forms Inc 476-7496

32**SPENCER ST INTERSECTS
W KIRKPATRICK ST INTERSECTS**

418 Vacant

425 State Barge Canal (Terminal) 471-4824

430 Gulf Oil Corp (Dist Sls Ofc) 478-5791

475 Texaco Inc oil 471-1136

BEAR INTERSECTS

500 Shell Oil Co 422-0243

540 Atlantic Richfield Co oil 472-8311

545 Cities Service Oil Co Inc 422-3380

Elliott's Don Fuel Service Inc 422-8177



-

SOLAR ST 1968

94

SOLAR ST -FROM 115 PHELPS PL
NORTHERLY TO 120 ARSENAL DR WD 14

---ZIP CODE 13204

127 KING LABORATORIES INC MFR RADIO
TUBE PARTS GR1-8123

156 UNITED BOARD & CARTON CORP BOX
MFRS GR1-5114

163 SYRACUSE LITHOGRAPHING CO INC
422-0326

NEEL CORP

SOLAR ST 1968

SOLAR ST--CONTD

---WEST DIVISION INTERSECTS

201 VACANT

203 YOUNG C W MFG CORP HARDBOARD
FABRICATORS 422-1643227 WALCO EQUIPMENT CO HA2-4108
SHERBAR INC GAS STA EQUIP
422-4108

32

---SPENCER INTERSECTS

---KIRKPATRICK INTERSECTS

418 TIDEWATER OIL CO GR4-6086

425 STATE BARGE CANAL (TERMINAL)
GR1-4824

475 TEXACO INC OIL GR1-1136

---BEAR INTERSECTS

500 SHELL OIL CO GR1-2167

540 ATLANTIC RICHFIELD CO OIL
472-8311545 CITIES SERVICE OIL CO INC
HA2-3380ELLIOTT'S DON FUEL SERVICE INC
HA2-8177

102

SOMERSET RD -FROM 1400 BROAD SOUTH

SOLAR ST 1964

94

SOLAR ST -FROM 115 PHELPS PL
NORTHERLY TO 120 ARSENAL DR WD 14

127 KING LABORATORIES INC MFR RADIO
TUBE PARTS GR1-8123

MURPHY BARBARA H MRS

156 UNITED BOARD & CARTON CORP BOX
MFRS GR1-5114

163 SYR LITHOGRAPHING CO
HA2-0326

---WEST DIVISION INTERSECTS

201 TYLER ALBERT D

205 PRECISION SHEET METAL INC
HA2-8282

227 WALCO CONSTRUCTION CO INC
HA2-4108

WALCO SUPPLY INC GAS STA
SUPPLIES HA2-4108

32

---SPENCER INTERSECTS

---KIRKPATRICK INTERSECTS

418 TIDEWATER OIL CO GR4-6086

425 STATE BARGE CANAL (TERMINAL)
GR1-4824

430 GULF OIL CORP HA2-7154

475 TEXACO INC OIL GR1-1136

---BEAR INTERSECTS

500 SHELL OIL CO GR1-2167

540 ATLANTIC REFINING CO INC THE
OIL GR2-8311

545 CITIES SERVICE OIL CO INC
HA2-3380

ELLIOTT'S DON FUEL SERVICE INC
HA2-8177

102

SOLAR ST 1959

035

102 Gray Leslie F © ΔHO9-1998

105 Sammons Ann B Mrs ΔHY2-1304

32**SOLAR STREET—From 551 Plum north-west to W Hiawatha blvd, wd 2, Map J 8, G 7, Zone 3****Court or Wolf bus to cross streets**

127 King Laboratories Inc parts for radio tubes ΔGR4-3359

156 United Board & Carton Corp box mfrs ΔGR1-5114

163 Syr Lithographing Co Inc ΔHA2-0326

W Division st crosses

201 Tyler Albert D ΔGR1-2701

205 Precision Sheet Mtl Inc ΔHA2-8282

227 Walco Equip Co oil and gas equip sls and serv ΔHA2-7669

Spencer st crosses**Kirkpatrick st crosses**

000 Vacant

000 Barge Canal Terminal ΔGR1-4824

418 Tide Water Oil Co term plant ΔGR4-6086

430 Gulf Oil Corp

475 Texaco Inc bulk-plant oils ΔGR1-1136

Bear st crosses

000 Shell Oil Co ΔGR1-2167

540 Drake & Mills Oil Co Inc ΔGR1-1191

545 Cities Serv Oil Co Inc ΔHA2-3380

Elliott's Don Fuel Serv Inc

ΔHA2-8177

18**SOMERSET ROAD—From 1400 Broad south**

to city line wd 17 Map M 13

SOLAR ST 1953

	381 Vacant	
		2
	SOLAR STREET fr 551 Plum northwest to W Hiawatha blvd wd 2 Map J 8, G 7, Zone 3 Court or Wolf bus to cross streets	
	127 ΔKing Laboratories Inc radio tubes	16 16
	156 ΔUnited Board & Carton Corp box mfrs	
	163 ΔSyr Lithographing Co Inc	
	201 ΔHuck Glen F	
	205 ΔPrecision Sheet Metal Works	
	227 ΔBuffalo Tank Corp	
	ΔForinger R L Inc tanks	20
	ΔNichols Bros Heat Treating Co	apt
Mrs	ΔWalsh Joseph A & Co mfrs rep-plmb supplies Spencer st crosses Kirkpatrick st crosses	
	000 Vacant	
	000 ΔBarge Canal Terminal	1
	418 ΔTide Water Associated Oil Co	1 1
	130 Gulf Oil Corp	20
	175 ΔTexas Co The oils Bear st crosses	20 20
	000 ΔShell Oil Co	20
	540 ΔAtlantic Refining Inc oils and lubricants	20
	545 ΔCities Service Oil Co ΔService Oil Co Inc	20
		18
	SOMERSET ROAD from 1400	21

SOLAR ST 1948

	404 Δ Paduana Josephine Mrs ©	164
	SOLAR STREET fr 551 Plum northwest to W Hiawatha blvd wd	168
frs	2 Map J 8, G 7 Zone 4 Court or Wolf bus to cross streets	
	127 Δ King Laboratories Inc radio tubes	
	156 Δ United Board & Carton Corp	170
	160 Vacant	
	163 Δ Syracuse Lithographing Co Inc	201
arn	W Division st crosses	apt 1
	201 Δ Cartini Mary Mrs	2
	205 Δ Precision Sheet Metal Works	3 4
	216 Vacant	5
	227 Δ Kelly Wm Chas genl contr	6 7
	Δ Onondaga Tool & Machine Co	8 9
	Spencer st crosses	10 11
	Kirkpatrick st crosses	12
	000 Δ Barge Canal Terminal	202.
	000 Δ Tidewater Associated Oil Co	203 204.
	Δ Babcock & Valentine Inc oils and lubricants	206
	475 Δ Texas Co The oils	207.
	Bear st crosses	208
ntr h	000 Δ Shell Oil Co Inc	
2	540 Δ Atlantic Refining Co Inc oils and lubricants	209.
-2	000 Δ Cities Service Oil Co Δ Service Oil Co Inc	210
le dr		212
d 13	SOMERSET ROAD fr 2930 E Genesee north wd 17 Map L 15 Manlius bus	213.

SOLAR ST 1943

	Orange crosses	
	404 Paduana Michl	"
	<hr/>	
	SOLAR STREET fr 551 Plum	"
	northwest to W Hiawatha blvd wd	"
	2 Map J 8, G 7	"
	Court or Wolf bus to cross	"
	streets	"
©	127 Vacant	2
	156 Lowman Folding Box Corp	
	160 Vacant	2
	163 Syracuse Lithographing Co	2
	W Division st crosses	2
	201 Cartini Mary Mrs	
	203 Vacant	2
b	205 Warehouse	
	216 Stibbs Transportation Lines	res
	Inc	2
	227 Vacant	
	Spencer st crosses	
	Kirkpatrick st crosses	

SOLAR ST 1943

ms		Target Street	Cross Street	Source
	000	Barge Canal Terminal		2
	000	Tidewater Associated Oil Co Co		2
		Babcock & Valentine Inc oils and lubricants		2
	475	Texas Co The oils Bear st crosses		2
	000	Shell Oil Co Inc		2
ed	540	Atlantic Refining Co Inc oils and lubricants		2
	000	City Service Oil Co Inc Service Oil Co Inc		21
<hr/>				
		SOMERSET ROAD fr 2930		2
		Genesee north rd 17 Map I. 15		21

SOLAR ST 1938

404	Paduana Michl	"
<hr/>		
SOLAR STREET fr 551 Plum		"
northwest to W Hiawatha blvd wd		"
2 Map J 8, G 7		2
Court or Wolf car to cross streets		2
123	Allen Harry T used trucks	2
127	Miller Equipment Co Inc contrs' supplies	2
156	Lowman Folding Box Corp	
160	Vacant	
163	Syracuse Lithographing Co	rea
W Division st crosses		2
201	Cartini Mary Mrs	
203	Sherwin-Williams Co The paints whol	2
205	Acme White Lead & Color Works	21
227	Syracuse Heat Treating Co Spencer st crosses Kirkpatrick st crosses	2
000	Vacant	2
000	Barge Canal Terminal	2

✓

-

SOLAR ST 1938

NG		ELI
000	Tidewater Oil Co Babcock & Valentine Inc oils and lubricants	21
475	Texas Co The oils Bear st crosses	21
000	Shell Union Oil Corp	21
000	City Service Oil Co Inc	21
540	Atlantic Refining Co Inc oils and lubricants	21
<hr/>		
SOMERSET ROAD fr 2930 E		21

APPENDIX E

SANBORN MAP REPORT



Syracuse Scale

156 Solar Street

Syracuse, NY 13204

Inquiry Number: 4679337.3

July 21, 2016

Certified Sanborn® Map Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

07/21/16

Site Name:

Syracuse Scale
156 Solar Street
Syracuse, NY 13204
EDR Inquiry # 4679337.3

Client Name:

Plumley Engineering
8232 Loop Rd
Baldwinsville, NY 13027
Contact: Jesse Plumley



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The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # 8D28-4183-8D23
PO # 2016087
Project Syracuse Scale Building Phase

Maps Provided:

- 1990
- 1971
- 1968
- 1961
- 1953
- 1950
- 1911



Sanborn® Library search results

Certification #: 8D28-4183-8D23

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- Library of Congress
- University Publications of America
- EDR Private Collection

The Sanborn Library LLC Since 1866™

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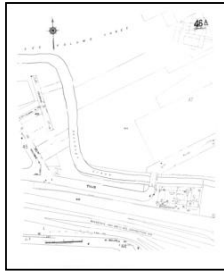
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Sanborn Sheet Key

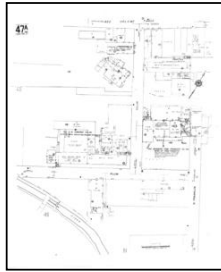
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1990 Source Sheets



Volume 1A, Sheet 46a
1990



Volume 1A, Sheet 47a
1990

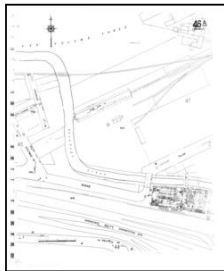


Volume 1A, Sheet 48a
1990



Volume 3, Sheet 358
1990

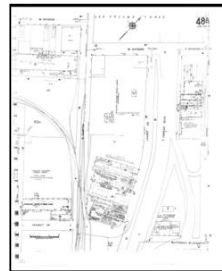
1971 Source Sheets



Volume 1A, Sheet 46a
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Volume 1A, Sheet 47a
1971



Volume 1A, Sheet 48a
1971

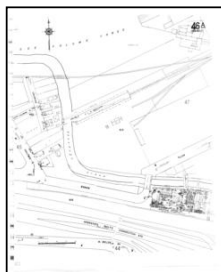


Volume 3, Sheet 358
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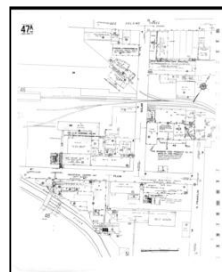
1968 Source Sheets



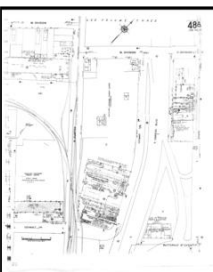
Volume 3, Sheet 358
1968



Volume 1A, Sheet 46a
1968

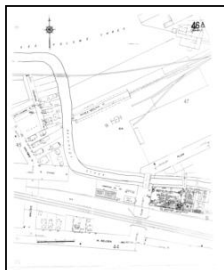


Volume 1A, Sheet 47a
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Volume 1A, Sheet 48a
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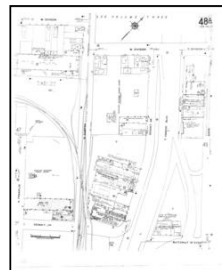
1961 Source Sheets



Volume 1A, Sheet 46a
1961



Volume 1A, Sheet 47a
1961



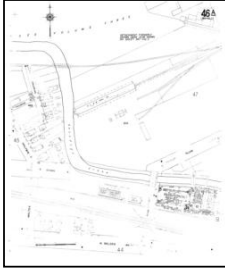
Volume 1A, Sheet 48a
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Sanborn Sheet Key

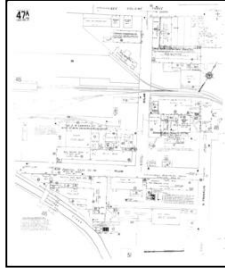
This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.



1953 Source Sheets



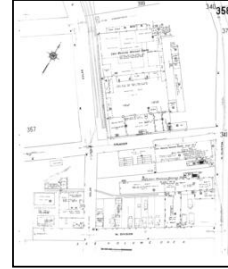
Volume 1A, Sheet 46a
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Volume 1A, Sheet 47a
1953



Volume 1A, Sheet 48a
1953

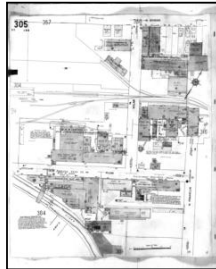


Volume 3, Sheet 358
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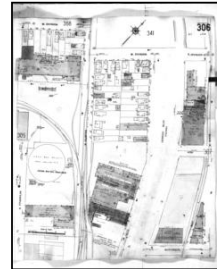
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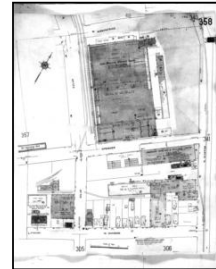
Volume 3, Sheet xxx
1950



Volume 3, Sheet 305
1950

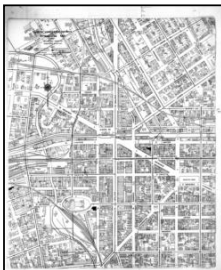


Volume 3, Sheet 306
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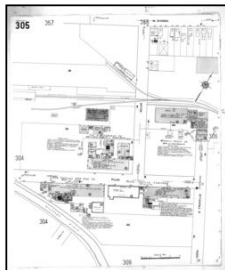


Volume 3, Sheet 358
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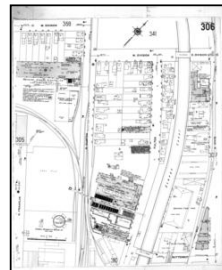
1911 Source Sheets



Volume 3, Sheet xxx
1911



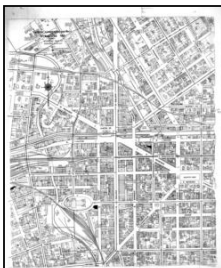
Volume 3, Sheet 305
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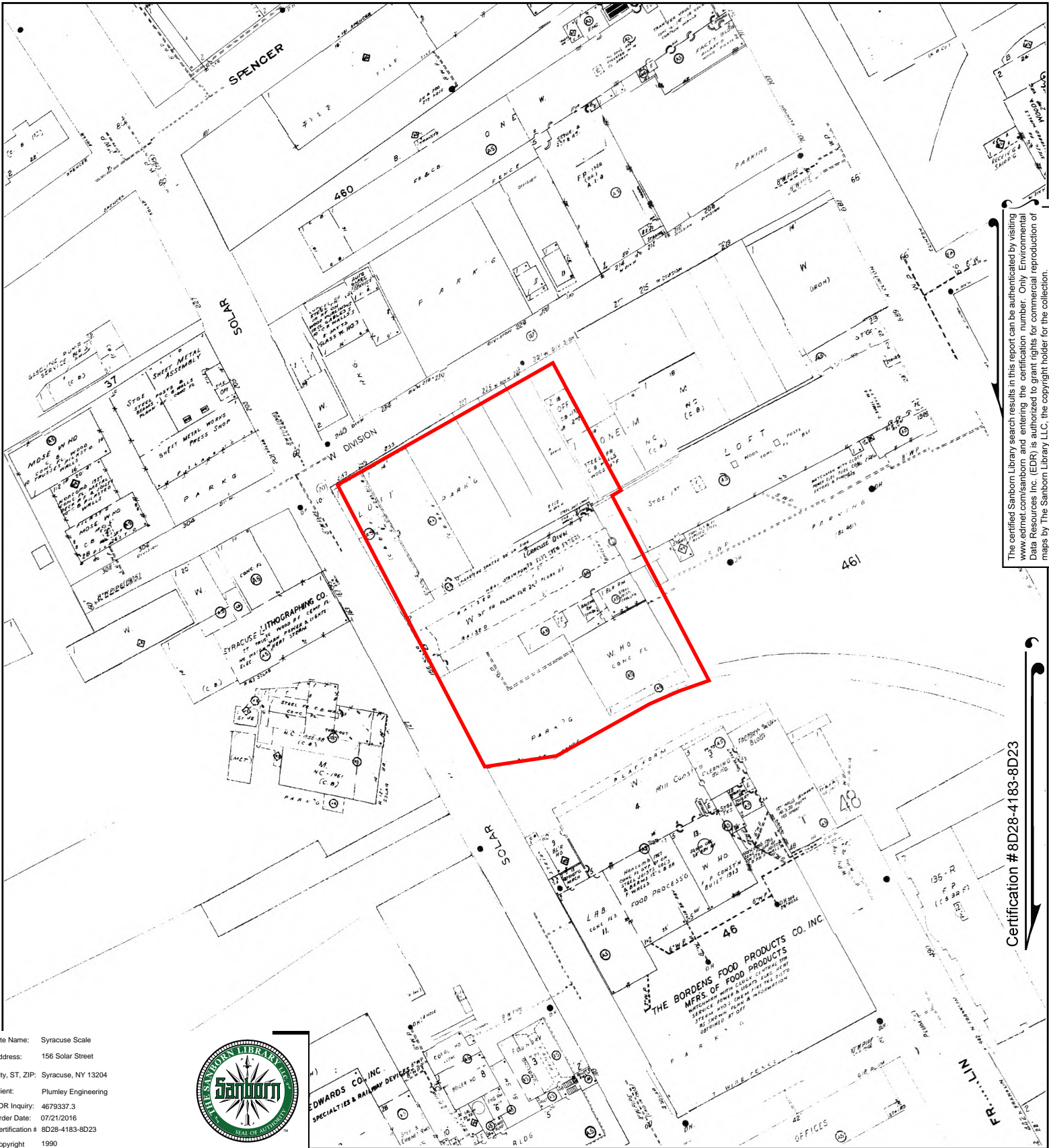
Volume 3, Sheet 306
1911



Volume 3, Sheet 358
1911



Volume 2, Sheet xxx
1911



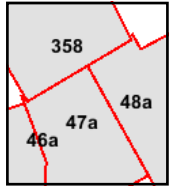
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Certification # 8D28-4183-8D23

Site Name: Syracuse Scale
 Address: 156 Solar Street
 City, ST, ZIP: Syracuse, NY 13204
 Client: Plumley Engineering
 EDR Inquiry: 4679337.3
 Order Date: 07/21/2016
 Certification #: 8D28-4183-8D23
 Copyright: 1990

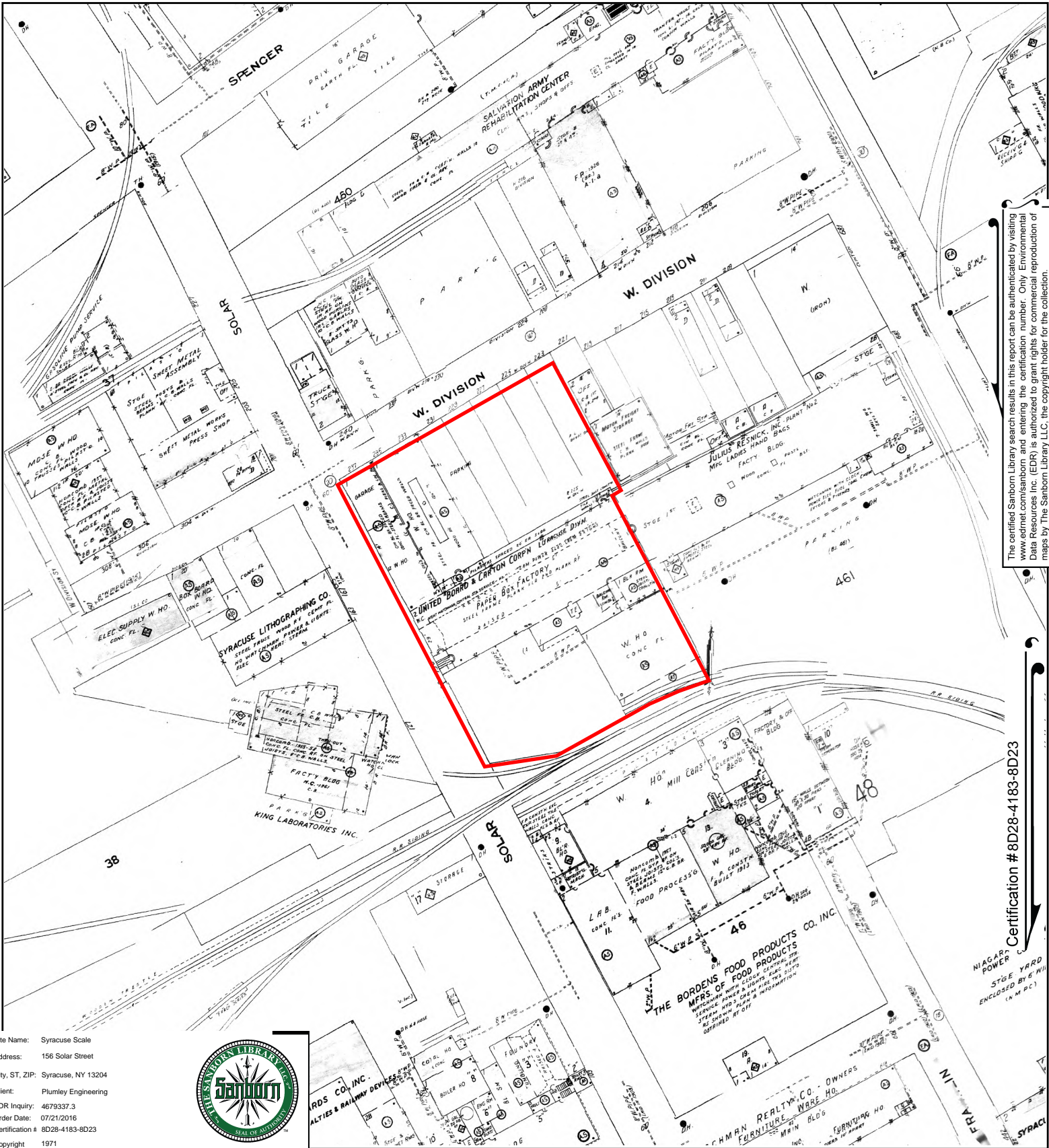


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Volume 3, Sheet 358
 Volume 1A, Sheet 48a
 Volume 1A, Sheet 47a
 Volume 1A, Sheet 46a





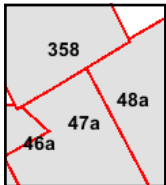
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 City, ST, ZIP: Syracuse, NY 13204
 Client: Plumley Engineering
 EDR Inquiry: 4679337.3
 Order Date: 07/21/2016
 Certification #: 8D28-4183-8D23
 Copyright: 1971

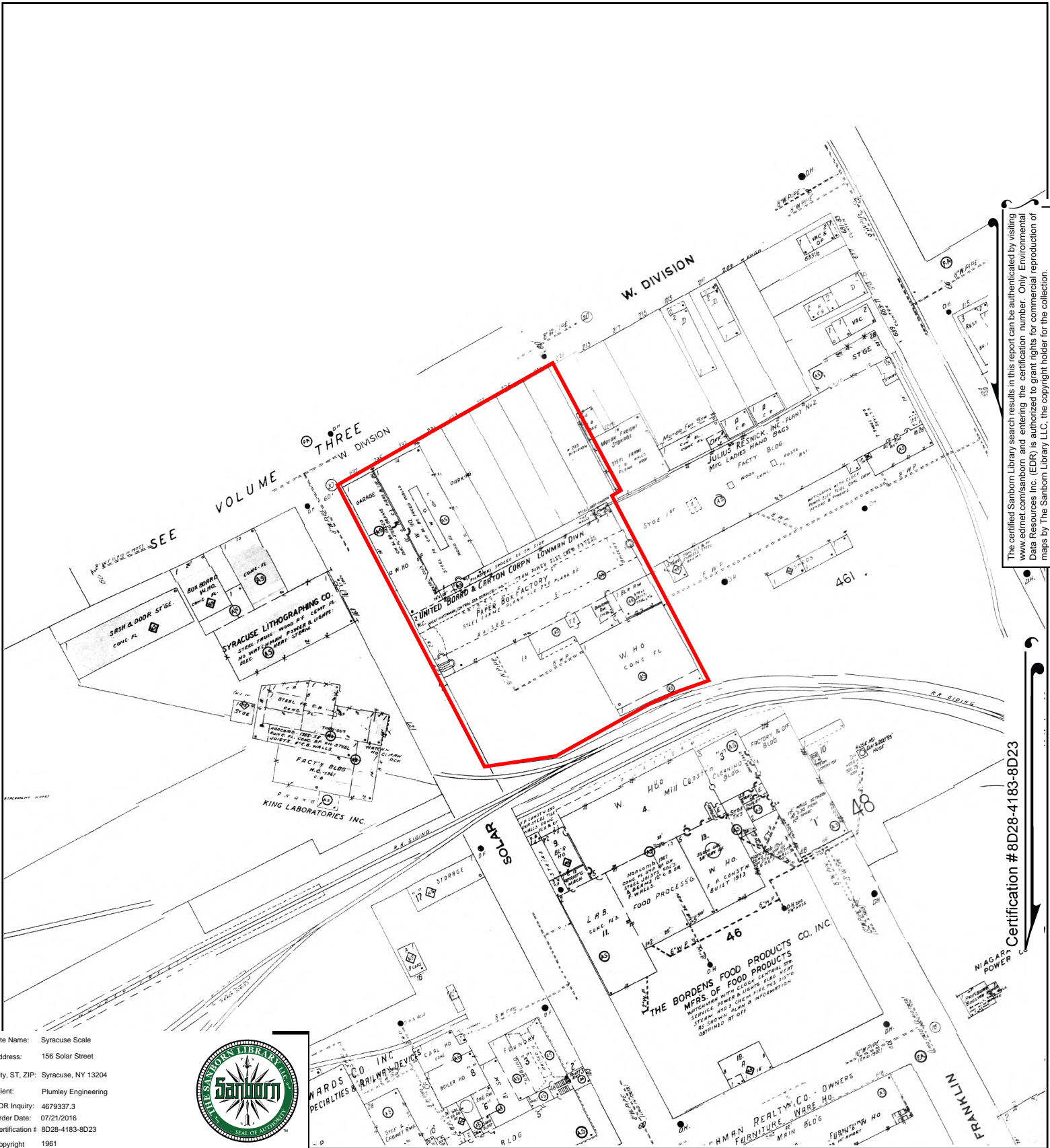


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Volume 3, Sheet 358
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 Volume 1A, Sheet 47a
 Volume 1A, Sheet 46a





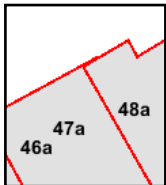
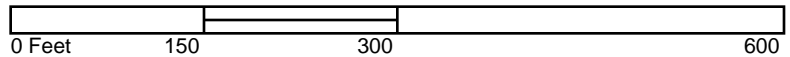
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Site Name: Syracuse Scale
 Address: 156 Solar Street
 City, ST, ZIP: Syracuse, NY 13204
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 EDR Inquiry: 4679337.3
 Order Date: 07/21/2016
 Certification #: 8D28-4183-8D23
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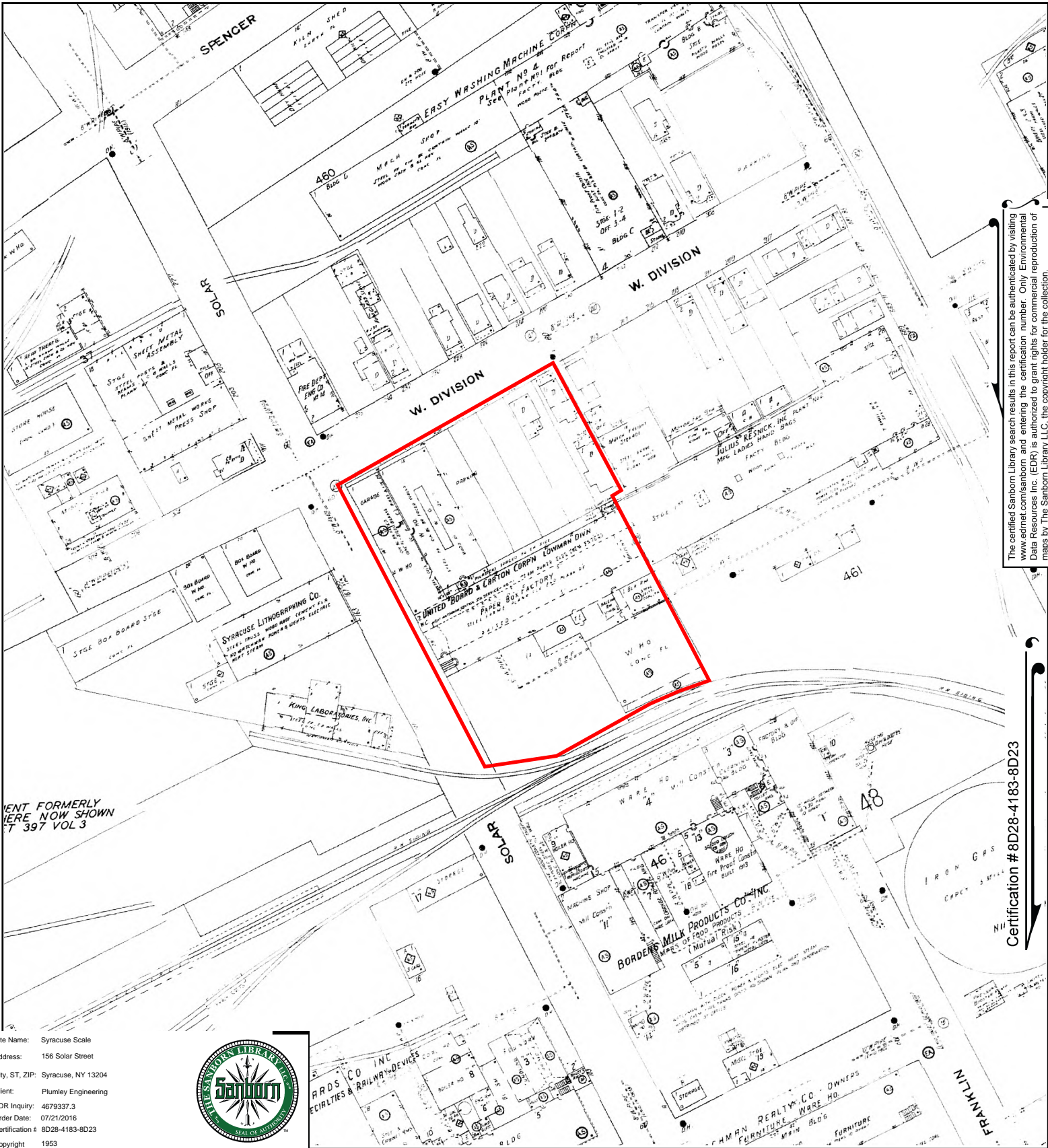


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Volume 1A, Sheet 48a
 Volume 1A, Sheet 47a
 Volume 1A, Sheet 46a





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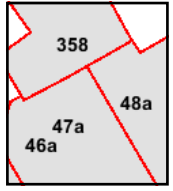
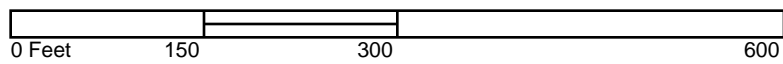
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T 397 VOL 3

Site Name: Syracuse Scale
 Address: 156 Solar Street
 City, ST, ZIP: Syracuse, NY 13204
 Client: Plumley Engineering
 EDR Inquiry: 4679337.3
 Order Date: 07/21/2016
 Certification #: 8D28-4183-8D23
 Copyright: 1953



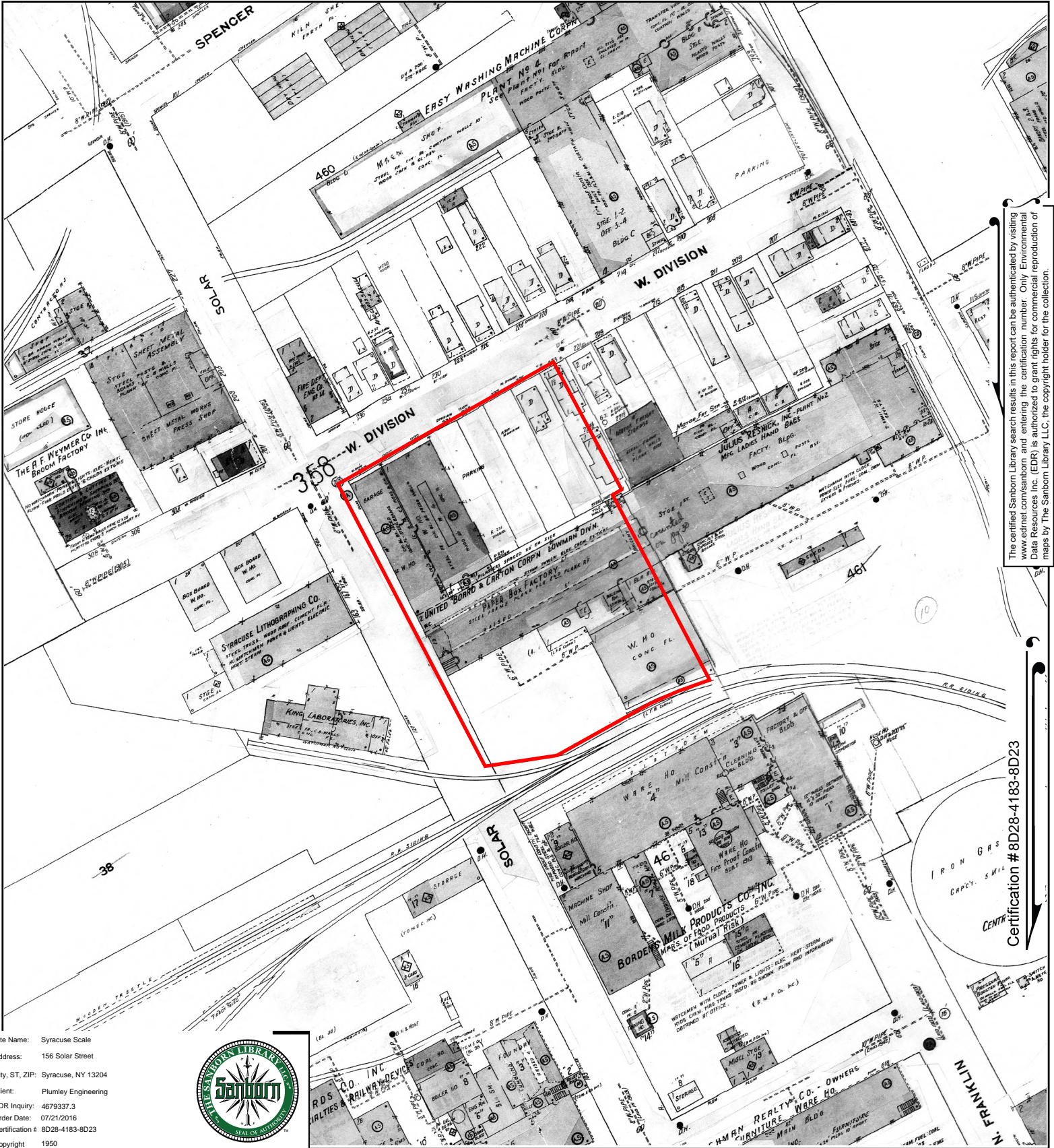
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 Outlined areas indicate map sheets within the collection.



Volume 3, Sheet 358
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 Volume 1A, Sheet 47a
 Volume 1A, Sheet 46a





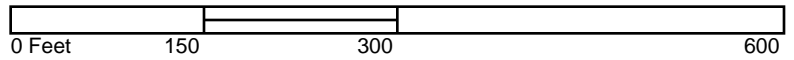
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Site Name: Syracuse Scale
 Address: 156 Solar Street
 City, ST, ZIP: Syracuse, NY 13204
 Client: Plumley Engineering
 EDR Inquiry: 4679337.3
 Order Date: 07/21/2016
 Certification #: 8D28-4183-8D23
 Copyright: 1950

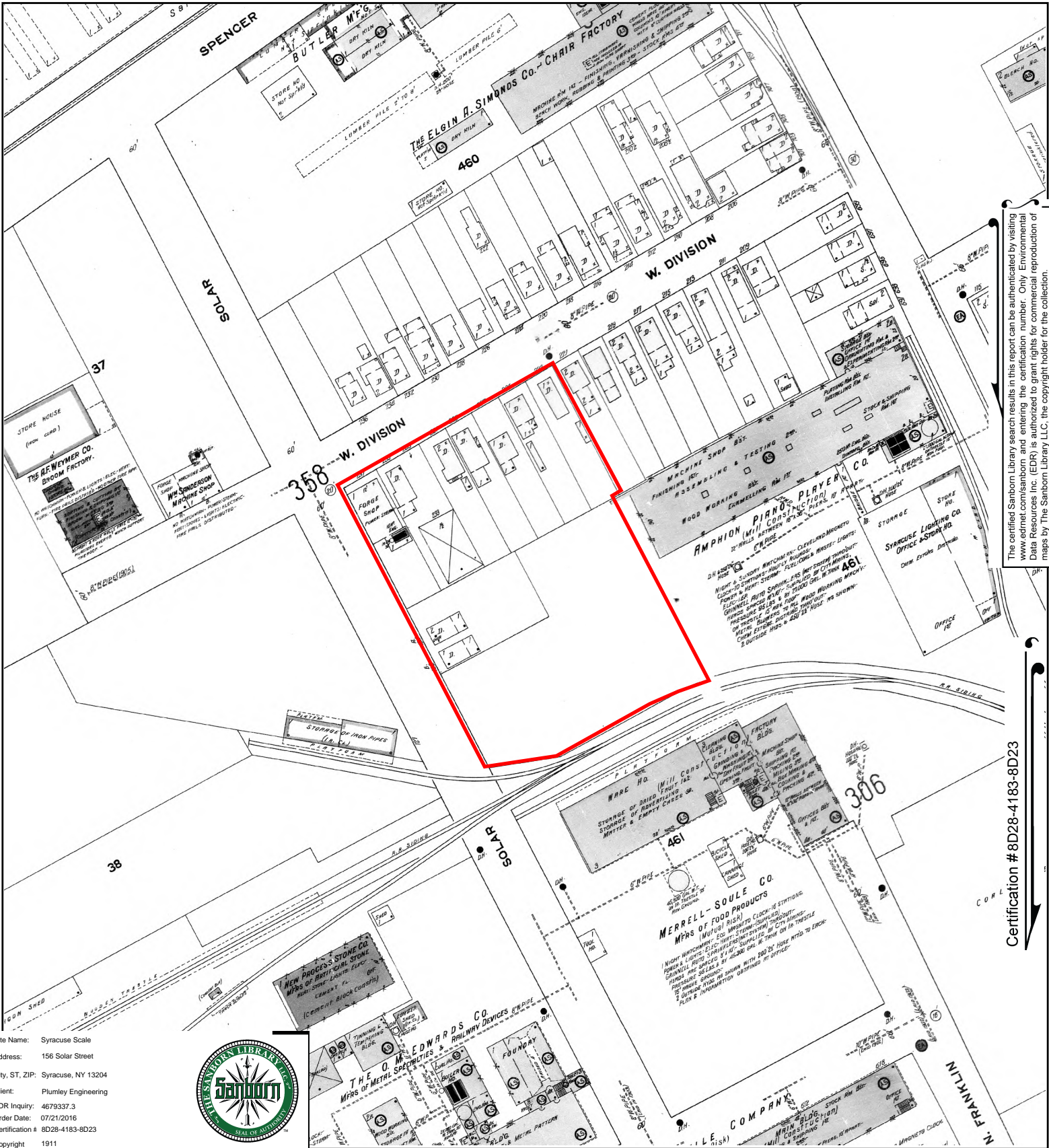


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Volume 3, Sheet 358
 Volume 3, Sheet 306
 Volume 3, Sheet 305
 Volume 3, Sheet XXXX





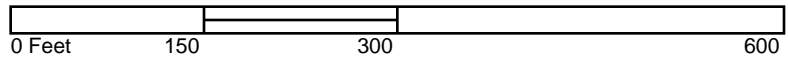
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Certification # 8D28-4183-8D23

Site Name: Syracuse Scale
 Address: 156 Solar Street
 City, ST, ZIP: Syracuse, NY 13204
 Client: Plumley Engineering
 EDR Inquiry: 4679337.3
 Order Date: 07/21/2016
 Certification #: 8D28-4183-8D23
 Copyright: 1911



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 Outlined areas indicate map sheets within the collection.



- Volume 2, Sheet xxxx
- Volume 3, Sheet 358
- Volume 3, Sheet 306
- Volume 3, Sheet 305
- Volume 3, Sheet xxxx



APPENDIX F

EDR HISTORICAL TOPOGRAPHIC MAP REPORT



Syracuse Scale

156 Solar Street

Syracuse, NY 13204

Inquiry Number: 4679337.4

July 20, 2016

EDR Historical Topo Map Report

with QuadMatch™



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Historical Topo Map Report

07/20/16

Site Name:

Syracuse Scale
156 Solar Street
Syracuse, NY 13204
EDR Inquiry # 4679337.4

Client Name:

Plumley Engineering
8232 Loop Rd
Baldwinsville, NY 13027
Contact: Jesse Plumley



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Search Results:**Coordinates:**

P.O.#	2016087	Latitude:	43.058264 43° 3' 30" North
Project:	Syracuse Scale Building Phase	Longitude:	-76.158069 -76° 9' 29" West
		UTM Zone:	Zone 18 North
		UTM X Meters:	405696.50
		UTM Y Meters:	4767935.67
		Elevation:	378.21' above sea level

Maps Provided:

2013
1978
1973
1958
1947
1939
1898
1895

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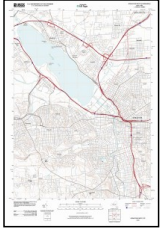
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Topo Sheet Key

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2013 Source Sheets



Syracuse West
2013
7.5-minute, 24000

1978 Source Sheets



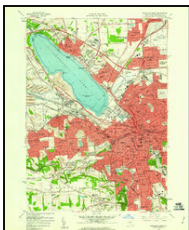
Syracuse West
1978
7.5-minute, 24000
Photo Revised 1978
Aerial Photo Revised 1976

1973 Source Sheets



Syracuse West
1973
7.5-minute, 24000
Aerial Photo Revised 1972

1958 Source Sheets



Syracuse West
1958
7.5-minute, 24000
Aerial Photo Revised 1956

Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1947 Source Sheets



Syracuse West
1947
7.5-minute, 31680

1939 Source Sheets



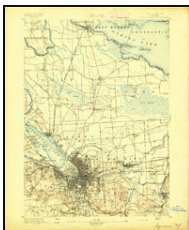
Syracuse West
1939
7.5-minute, 24000

1898 Source Sheets

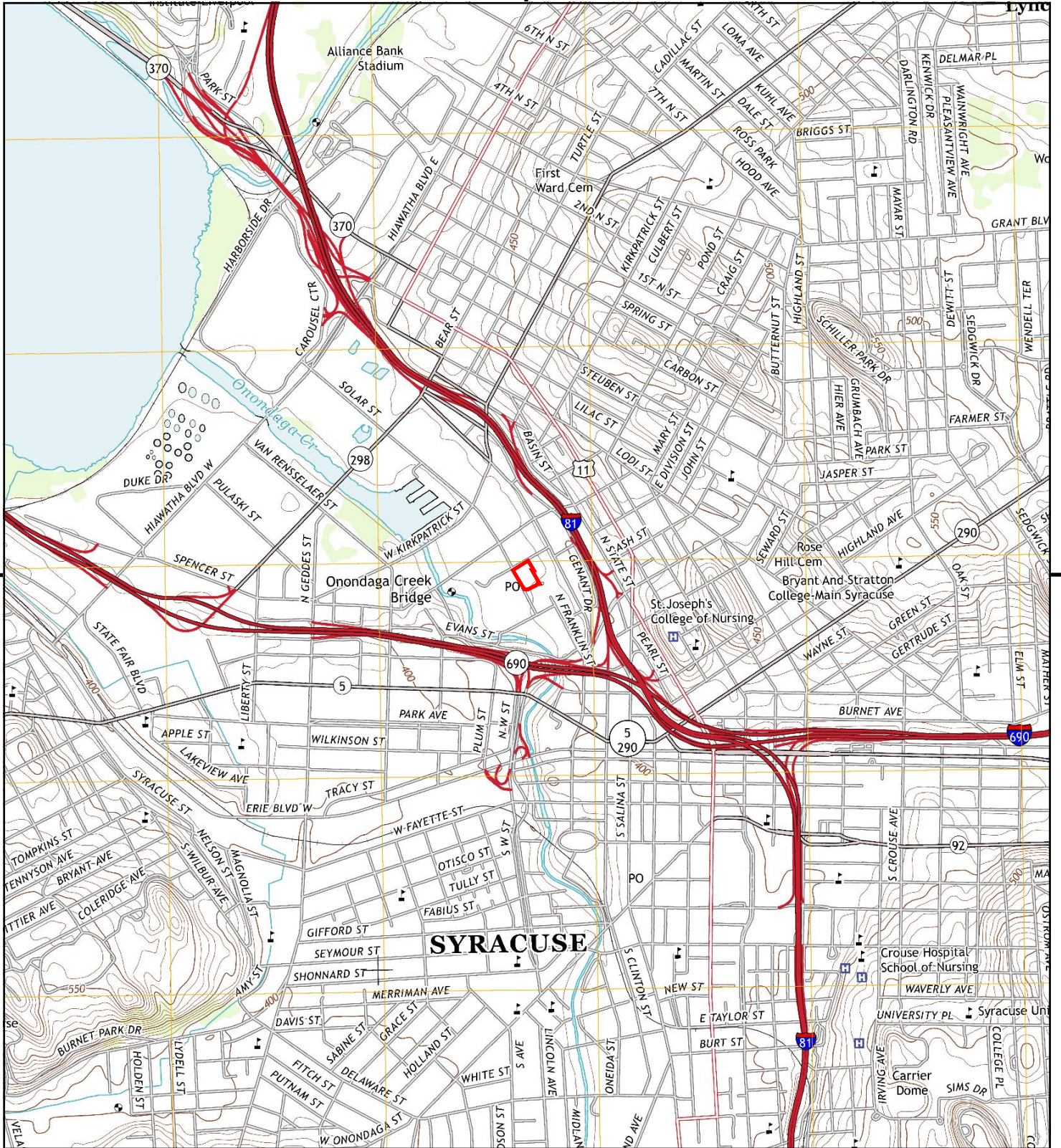


Syracuse
1898
15-minute, 62500

1895 Source Sheets



Syracuse
1895
15-minute, 62500



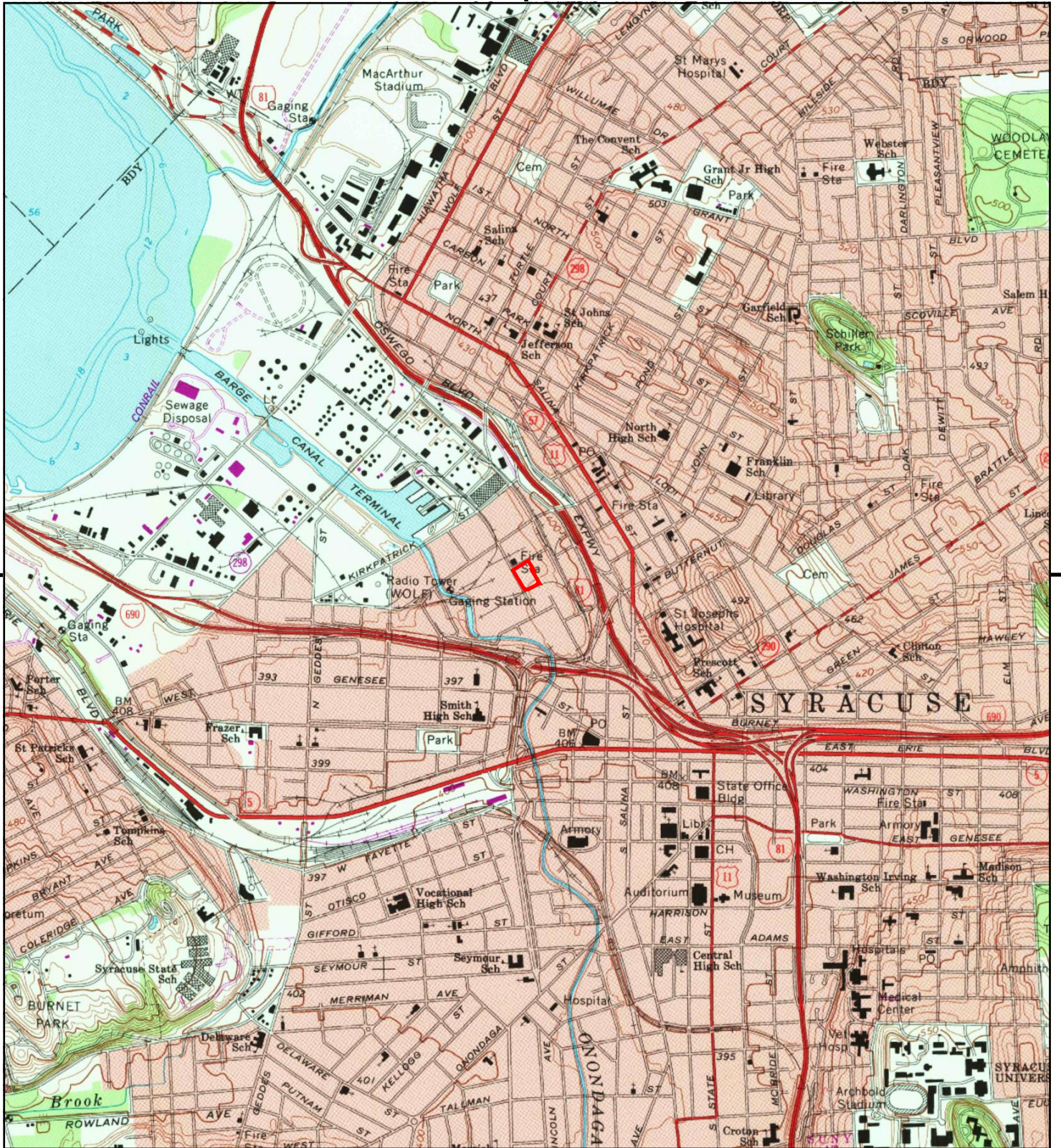
This report includes information from the following map sheet(s).



TP, Syracuse West, 2013, 7.5-minute

SITE NAME: Syracuse Scale
ADDRESS: 156 Solar Street
 Syracuse, NY 13204
CLIENT: Plumley Engineering





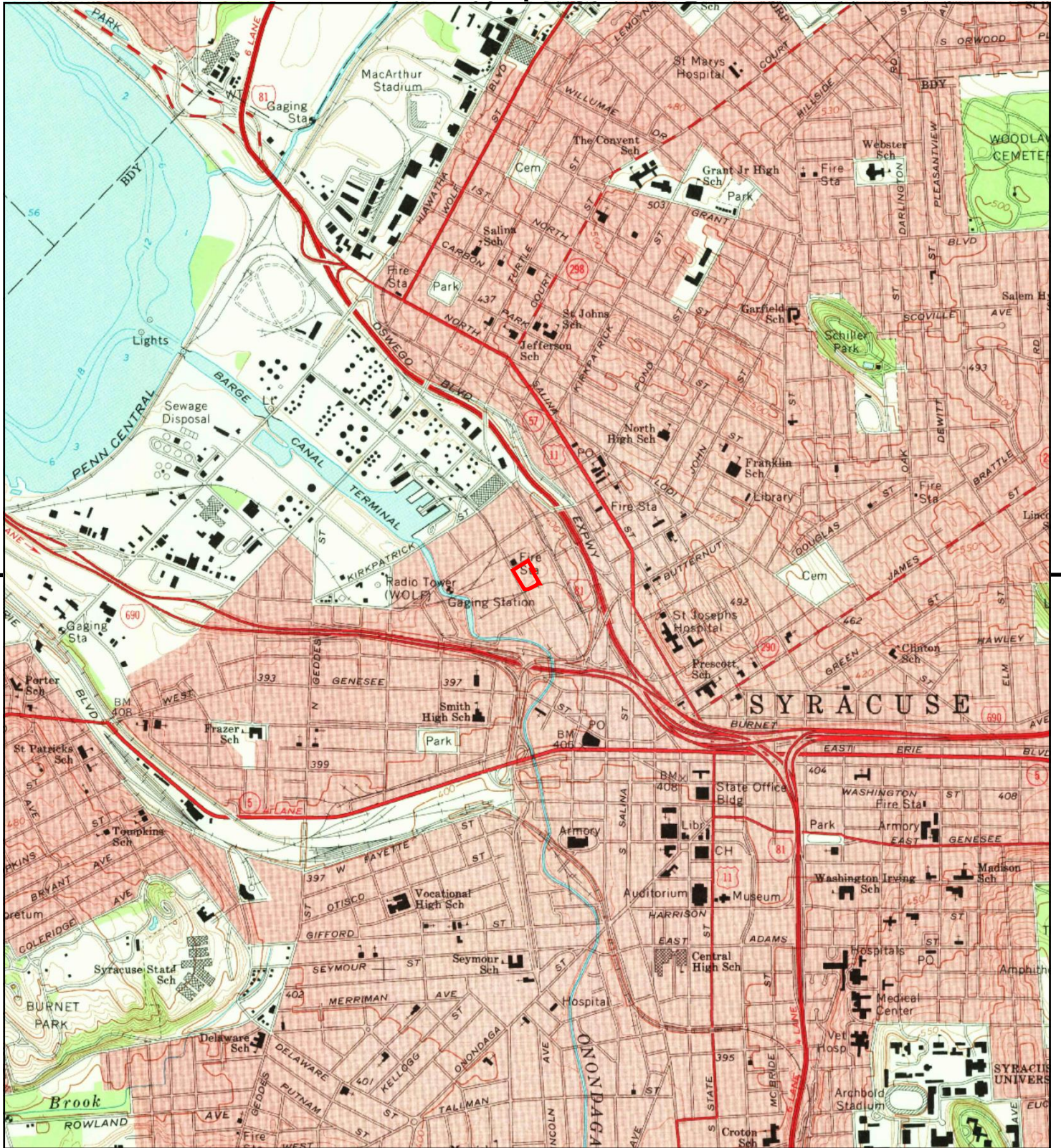
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SITE NAME: Syracuse Scale
 ADDRESS: 156 Solar Street
 Syracuse, NY 13204
 CLIENT: Plumley Engineering





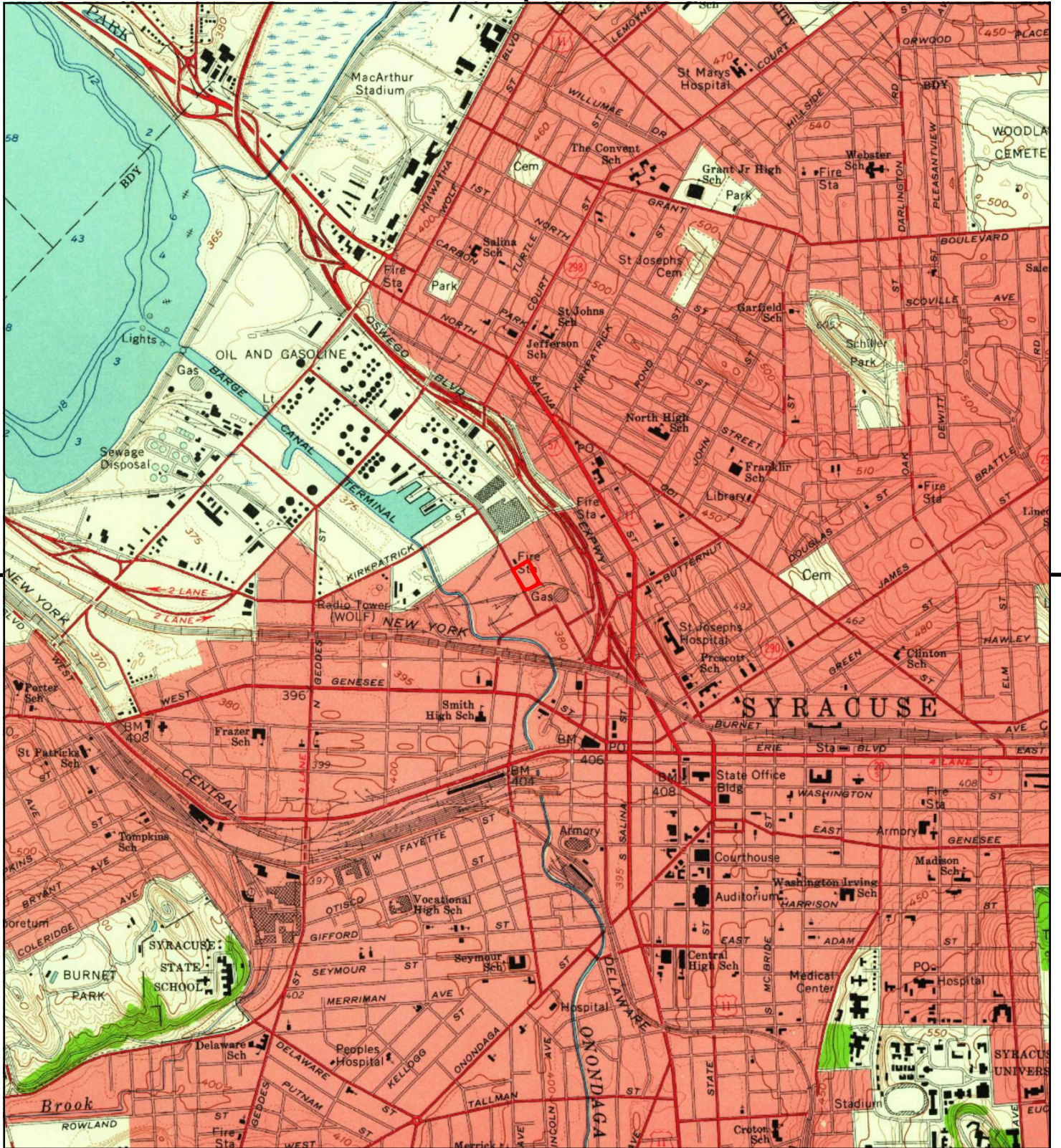
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TP, Syracuse West, 1973, 7.5-minute

SITE NAME: Syracuse Scale
 ADDRESS: 156 Solar Street
 Syracuse, NY 13204
 CLIENT: Plumley Engineering





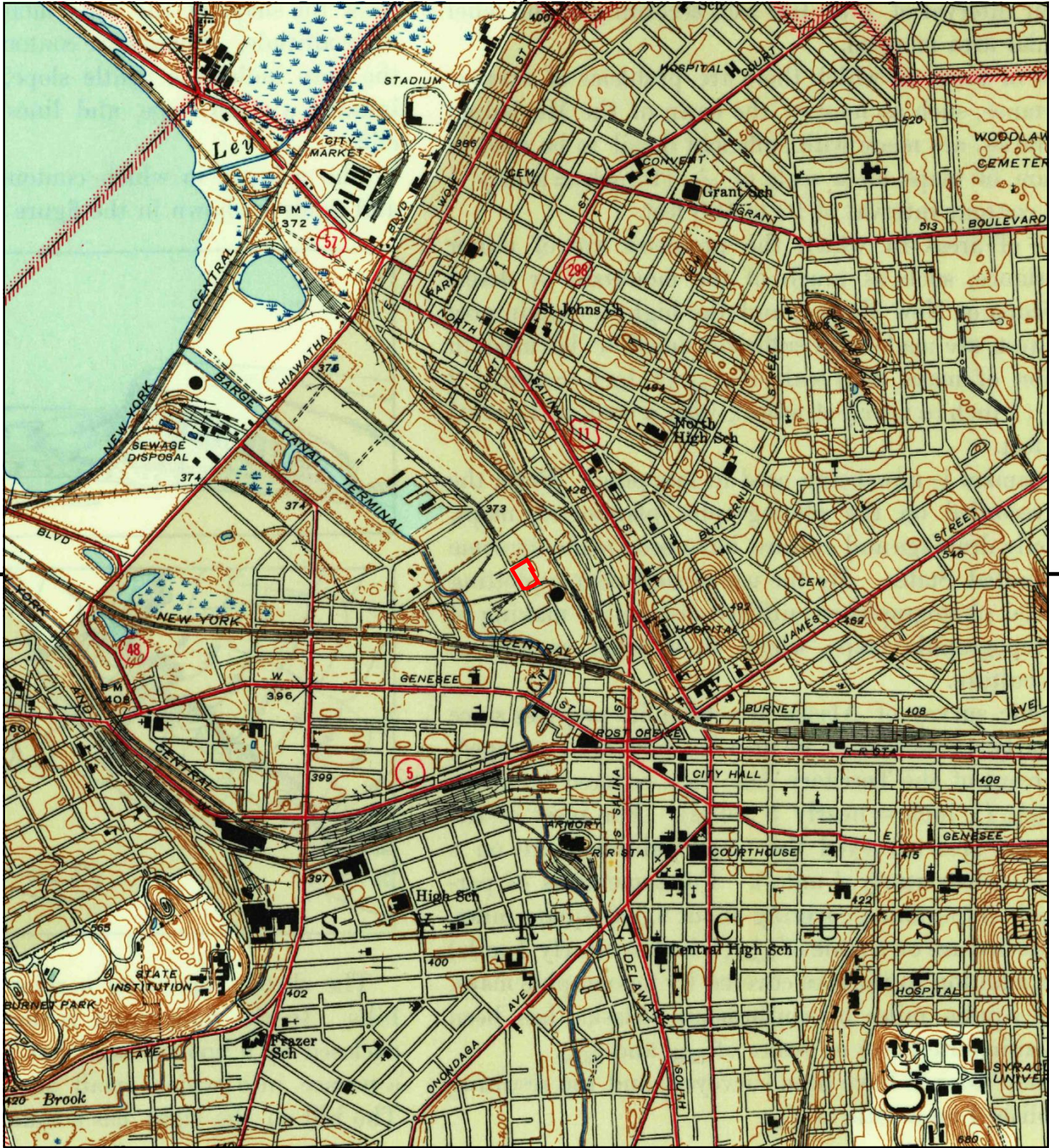
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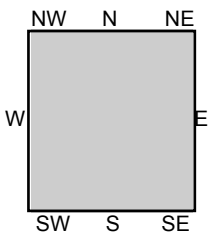
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SITE NAME: Syracuse Scale
 ADDRESS: 156 Solar Street
 Syracuse, NY 13204
 CLIENT: Plumley Engineering





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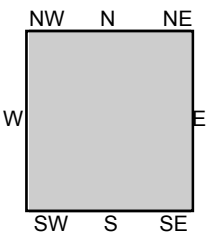
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SITE NAME: Syracuse Scale
 ADDRESS: 156 Solar Street
 Syracuse, NY 13204
 CLIENT: Plumley Engineering





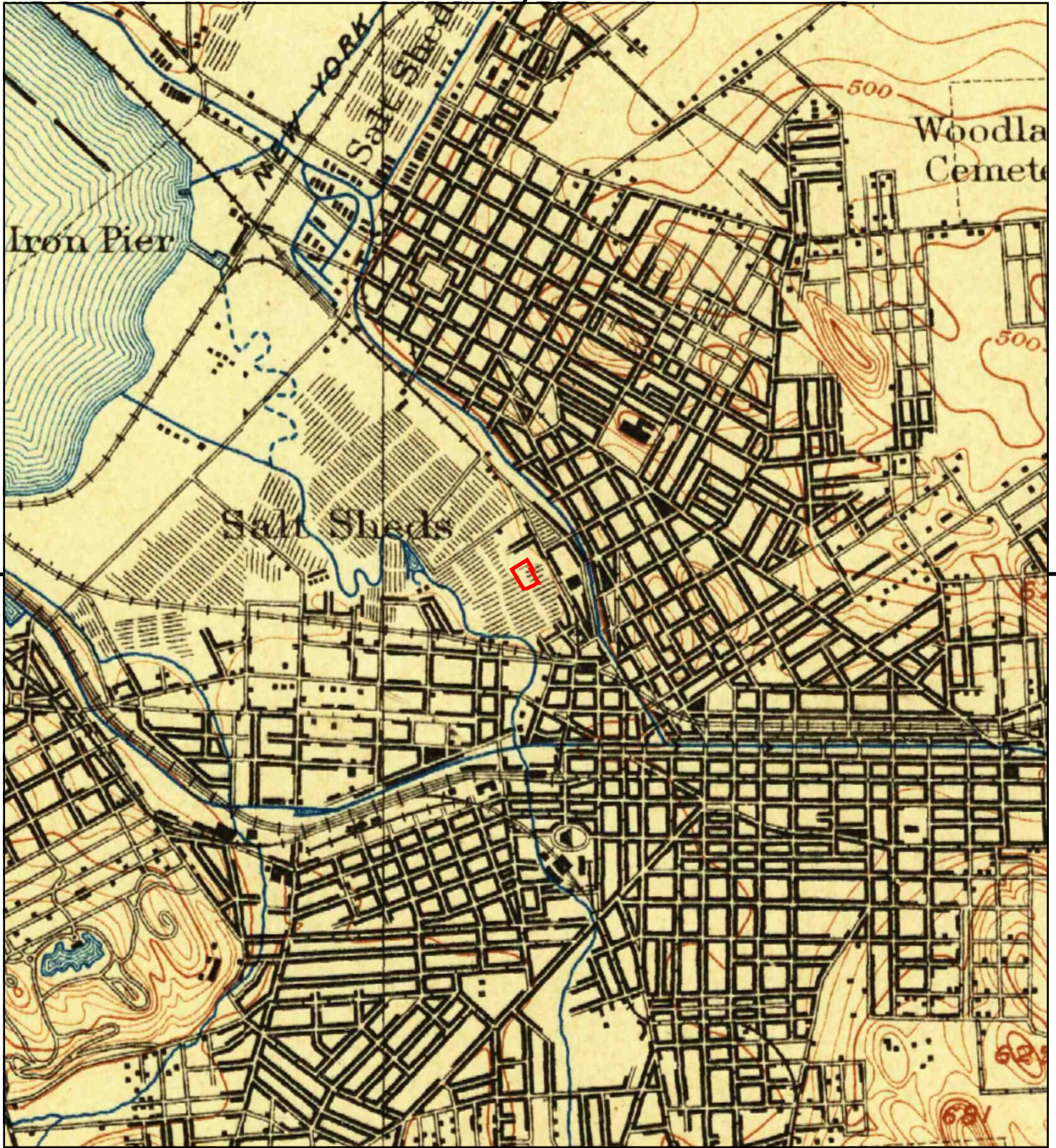
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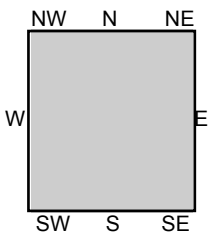
TP, Syracuse West, 1939, 7.5-minute

SITE NAME: Syracuse Scale
 ADDRESS: 156 Solar Street
 Syracuse, NY 13204
 CLIENT: Plumley Engineering





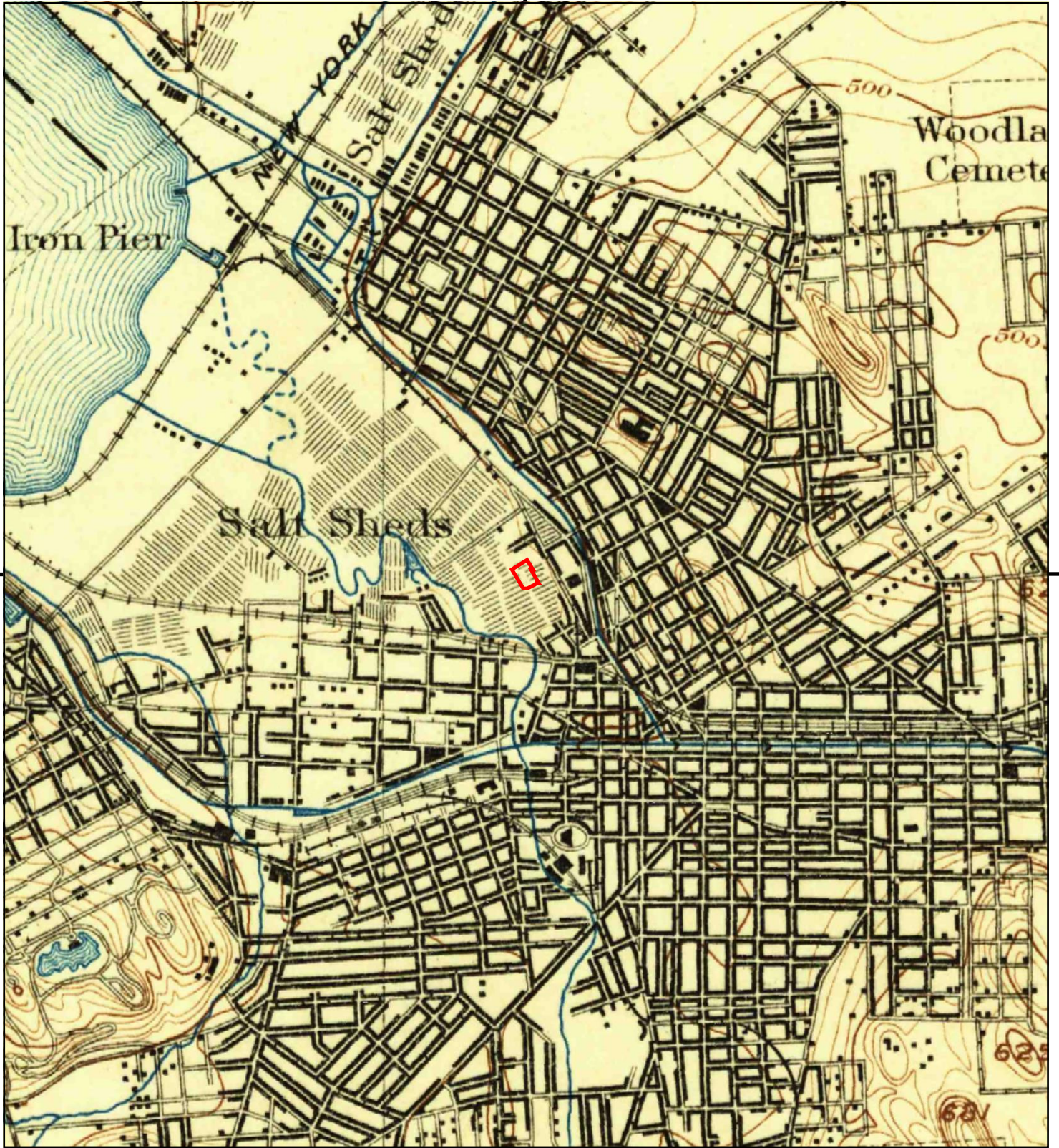
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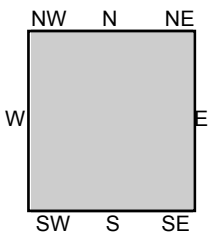
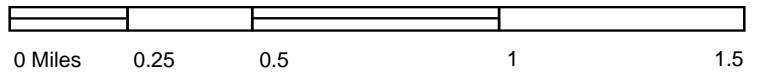
TP, Syracuse, 1898, 15-minute

SITE NAME: Syracuse Scale
 ADDRESS: 156 Solar Street
 Syracuse, NY 13204
 CLIENT: Plumley Engineering





This report includes information from the following map sheet(s).



TP, Syracuse, 1895, 15-minute

SITE NAME: Syracuse Scale
ADDRESS: 156 Solar Street
Syracuse, NY 13204
CLIENT: Plumley Engineering



APPENDIX G

EDR AERIAL PHOTO DECADE PACKAGE



Syracuse Scale

156 Solar Street

Syracuse, NY 13204

Inquiry Number: 4679337.9

July 21, 2016

The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Site Name:

Syracuse Scale
 156 Solar Street
 Syracuse, NY 13204
 EDR Inquiry # 4679337.9

Client Name:

Plumley Engineering
 8232 Loop Rd
 Baldwinsville, NY 13027
 Contact: Jesse Plumley



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
2011	1"=500'	Flight Year: 2011	NAIP-USGS
2009	1"=500'	Flight Year: 2009	USDA/NAIP
2008	1"=500'	Flight Year: 2008	NAIP-USGS
2006	1"=500'	Flight Year: 2006	NAIP-USGS
1995	1"=500'	Acquisition Date: March, 27 1995	USGS/DOQQ
1988	1"=500'	Flight Date: October, 31 1988	NYDOT
1986	1"=500'	Flight Date: April, 14 1986	USDA
1978	1"=500'	Flight Date: September, 13 1978	USDA
1966	1"=500'	Flight Date: July, 01 1966	USDA
1959	1"=500'	Flight Date: June, 15 1959	USDA
1951	1"=500'	Flight Date: October, 15 1951	USDA
1938	1"=500'	Flight Date: September, 06 1938	USDA

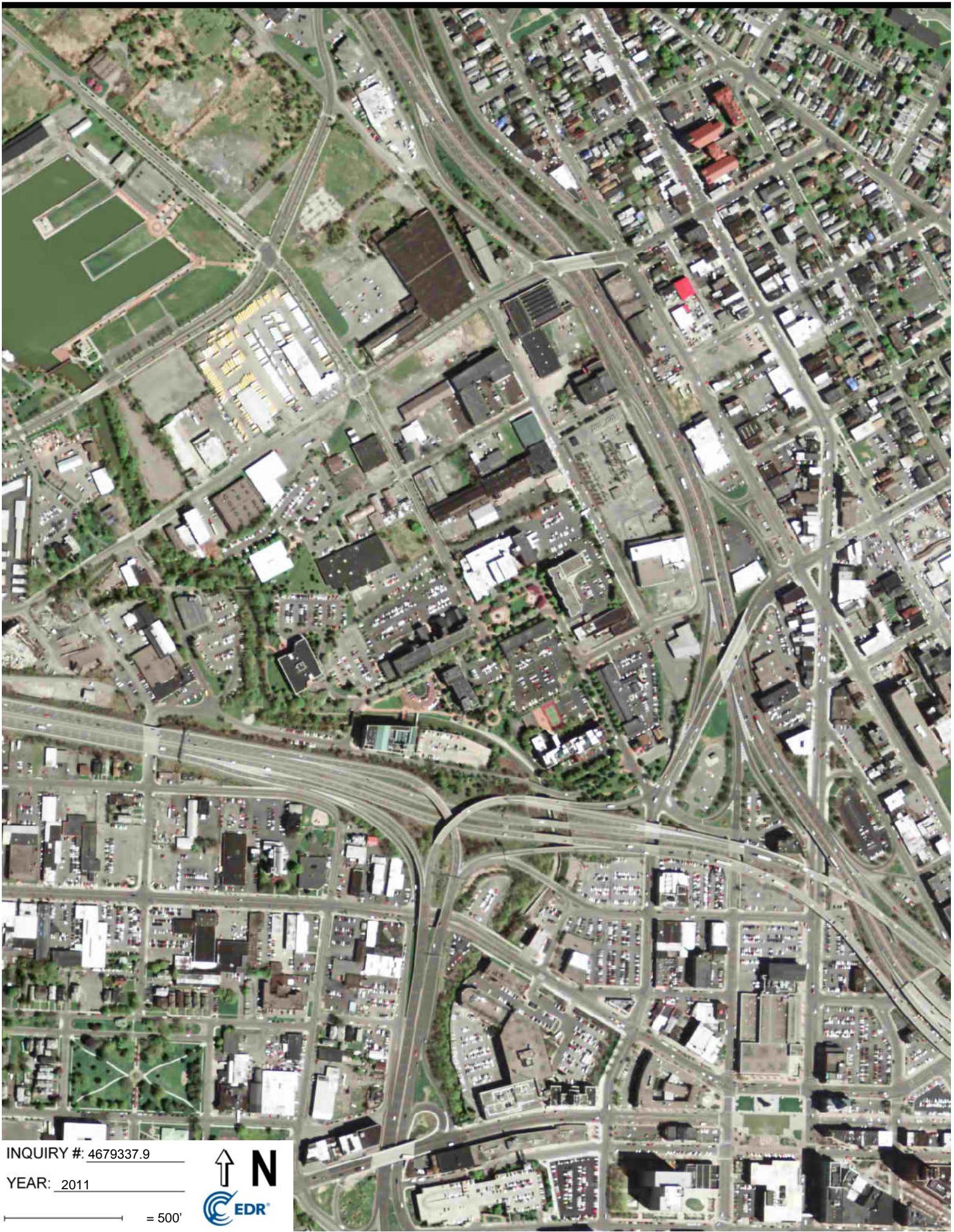
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YEAR: 2011

— = 500'





INQUIRY #: 4679337.9

YEAR: 2011

— = 500'



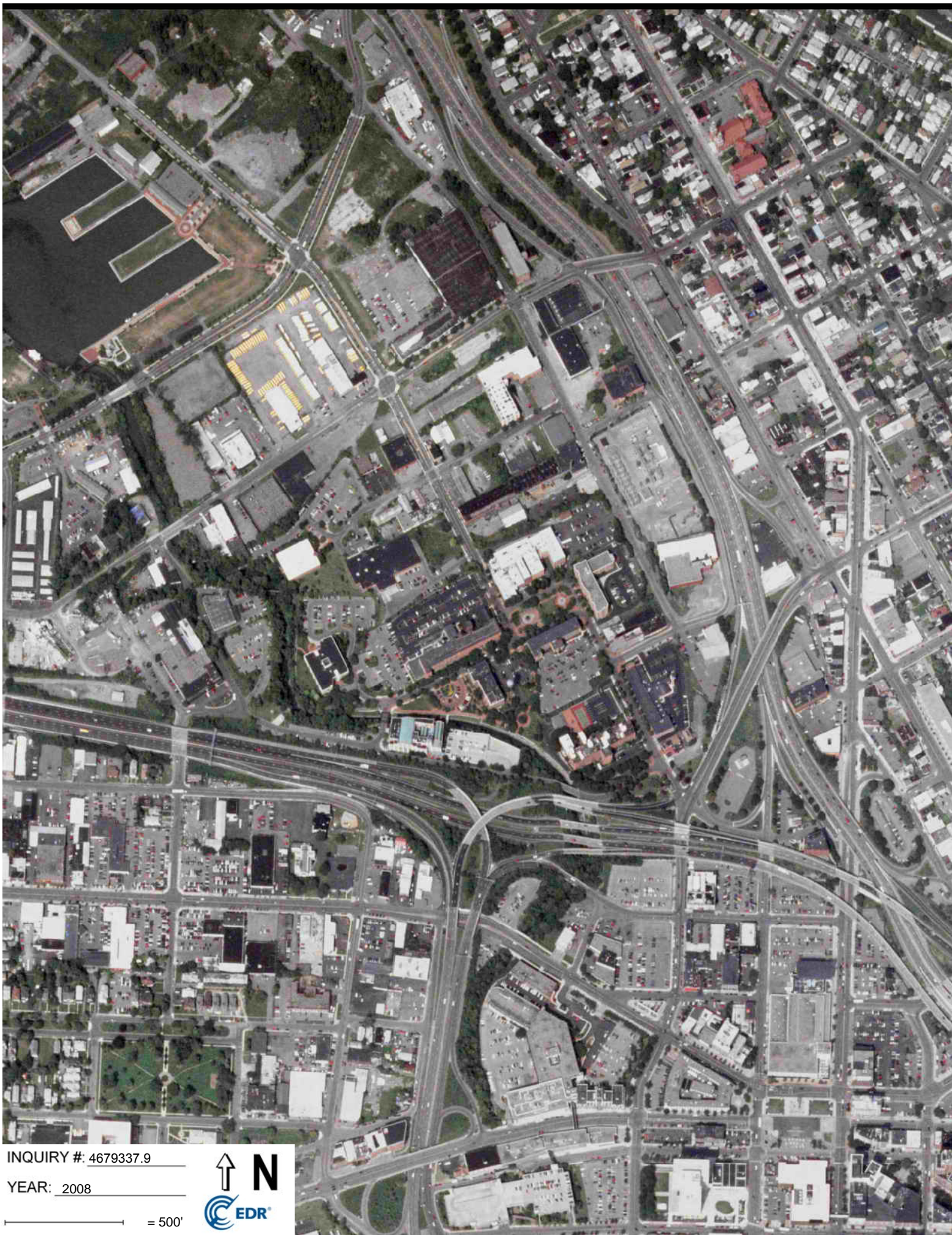


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YEAR: 2009

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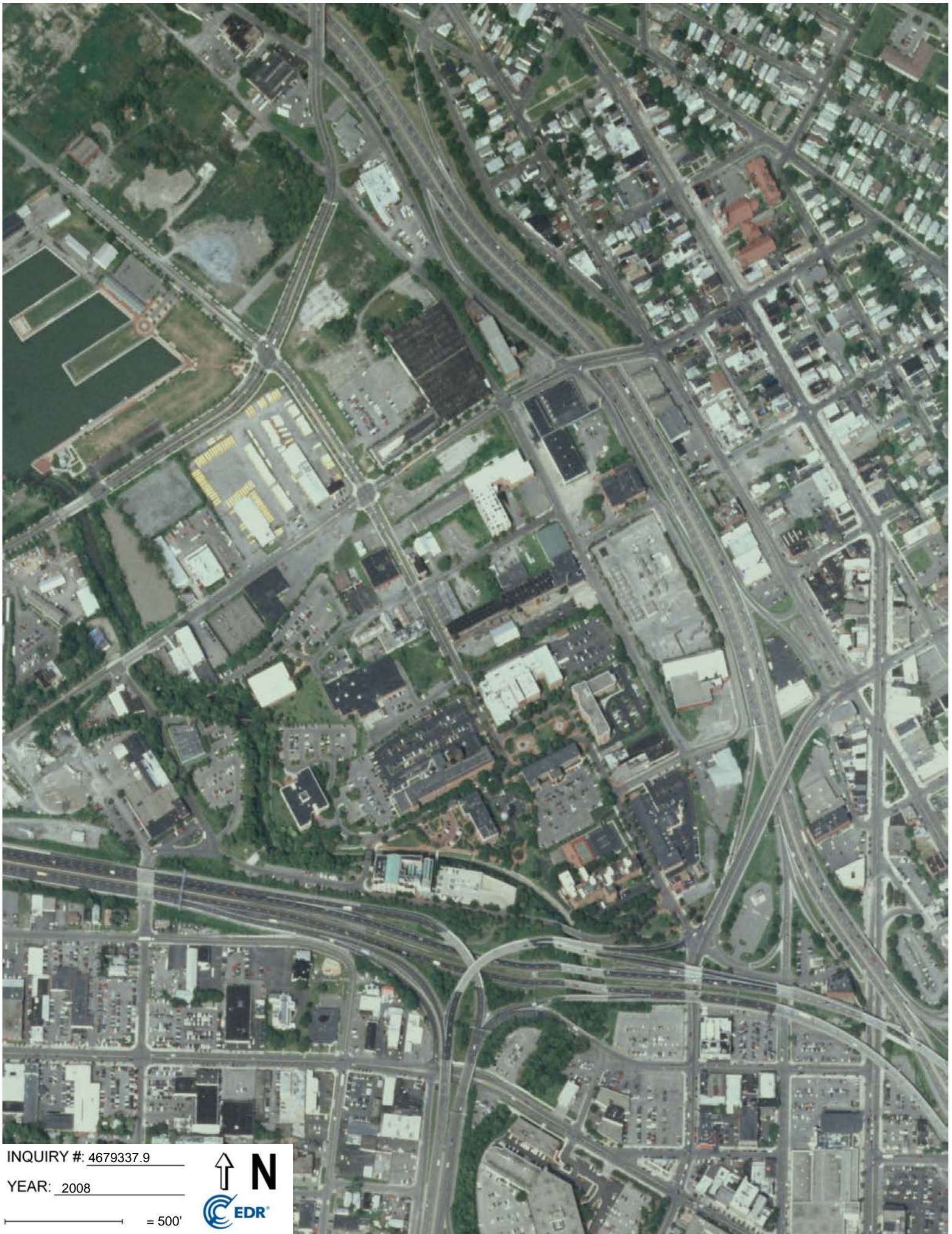


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YEAR: 2008

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INQUIRY #: 4679337.9

YEAR: 2008

— = 500'





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YEAR: 2006

— = 500'





INQUIRY #: 4679337.9

YEAR: 2006

— = 500'





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YEAR: 1995

— = 500'





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YEAR: 1988

— = 500'





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YEAR: 1986

— = 500'





INQUIRY #: 4679337.9

YEAR: 1978

— = 500'





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YEAR: 1966

— = 500'





INQUIRY #: 4679337.9

YEAR: 1959

— = 500'





INQUIRY #: 4679337.9

YEAR: 1951

— = 500'





INQUIRY #: 4679337.9

YEAR: 1938

— = 500'



PHOTOGRAPHS



PHOTO 1



PHOTO 2



PHOTO 3



PHOTO 4



PHOTO 5



PHOTO 6



PHOTO 7



PHOTO 8



PHOTO 9



PHOTO 10



PHOTO 11



PHOTO 12



PHOTO 13



PHOTO 14



PHOTO 15



PHOTO 16



PHOTO 17



PHOTO 18



PHOTO 19



PHOTO 20



PHOTO 21



PHOTO 22

**PHASE II
ENVIRONMENTAL SITE ASSESSMENT**

of the

**156-158 SOLAR STREET PROPERTY
City of Syracuse
Onondaga County, New York**

Prepared for:

DUPLI ENVELOPE AND GRAPHICS CORPORATION
One Dupli Park Drive
Syracuse, New York 13204

Prepared by:



8232 Loop Road
Baldwinsville, New York 13027
(315) 638-8587
Project No. 2016122

December 2016

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FIGURE

FIGURE 1 - SUBSURFACE INVESTIGATION PLAN

TABLES

TABLE 1 - SUMMARY OF SOIL DATA

TABLE 2 - MONITORING WELL AND GROUNDWATER ELEVATION DATA

TABLE 3 - SUMMARY OF SOIL ANALYTICAL RESULTS

TABLE 4 - SUMMARY OF GROUNDWATER ANALYTICAL RESULTS

APPENDICES

APPENDIX A - BORING LOGS

APPENDIX B - LABORATORY REPORTS

1.0 INTRODUCTION

Plumley Engineering, P.C. completed a Phase I Environmental Site Assessment (ESA) on the commercial parcel located at 156-158 Solar Street in the City of Syracuse, Onondaga County, New York in September 2016. The Phase I ESA identified various recognized environmental conditions (RECs) and other environmental concerns on the Property, and recommended further investigation. Refer to *Figure 1 – Subsurface Investigation Plan* for the site layout.

1.1 PURPOSE

The purpose of this Phase II ESA was to assess the potential presence of environmental contamination related to current and past uses of the Property identified in the Phase I ESA. The following RECs were revealed:

- Contaminated soil was discovered during the removal of a former onsite gasoline underground storage tank (UST). Although contaminated soil was excavated from the site, the spill incident associated with this tank removal was closed as not meeting cleanup standards. The spill area should be further investigated to determine the amount of contamination remaining and the potential for completing the cleanup.
- This Property has been utilized for industrial purposes for over 100 years. Although the general nature of the known occupants suggests a low risk for environmental releases, environmental and occupant records prior to the 1970's are fragmented. The Property should be investigated for evidence of past releases, particularly if any portions of the building are to be demolished.

1.2 SPECIAL TERMS AND CONDITIONS

The Phase II ESA included completing soil borings and installing temporary wells to evaluate subsurface soils and groundwater. Selected soil and groundwater samples were analyzed for suspected site contaminants. The Phase II ESA was completed in general

conformance with American Society for Testing and Materials (ASTM) Standard E 1903-11, *Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process*.

Services performed by Plumley Engineering in preparation of this report were conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with providing these services.

1.3 LIMITATIONS AND EXCEPTIONS OF ASSESSMENT

A Phase I ESA was completed prior to proceeding with the Phase II ESA. The scope of the Phase II ESA was based on available information concerning the Property.

1.4 LIMITING CONDITIONS AND METHODOLOGY USED

The Phase II ESA evaluated subsurface soils and shallow groundwater for potential impacts of common compounds typically associated with petroleum and industrial operations from samples collected from selected locations. This assessment cannot rule out contaminants not included in the analytical program, or localized soil or groundwater impacts.

2.0 BACKGROUND

2.1 SITE DESCRIPTION AND FEATURES

The Property is owned by Syracuse Scale Company, Inc. and consists of one parcel, with tax identification number 118.-06-01.0. The Property is approximately 2.0 acres in size and is currently used for commercial purposes. There is one commercial building located on the Property. Refer to *Figure 1 – Subsurface Investigation Plan* for additional information.

2.2 PHYSICAL SETTING

The elevation of the Property is approximately 375 feet (USGS datum) above sea level. The nearest body of water is Onondaga Creek, located approximately 1,000 feet to the west.

2.3 SITE HISTORY AND LAND USE

The Property has been used for industrial purposes.

2.4 ADJACENT PROPERTY LAND USE

Review of records, historical topographic maps and aerials indicates adjacent properties have been utilized for industrial, commercial and residential purposes.

2.5 SUMMARY OF PREVIOUS ASSESSMENTS

There is no information indicating any prior subsurface assessments have been completed on the Property. A subsurface investigation report for the adjacent property to the south was obtained while planning the Phase II. This investigation¹ identified several volatile organic compounds (VOCs) in subsurface soil samples. The report suggested the impacts were from an offsite source. The results were reported to the New York State Department of Environmental Conservation (DEC) and Spill No. 9707031 was assigned. The DEC closed this spill on May 4, 2004 without requiring further investigation or remediation.

3.0 PHASE II ACTIVITIES

3.1 SCOPE OF WORK

The scope of work for this Phase II ESA included completion of soil borings and installation of temporary monitoring wells to evaluate subsurface soils and groundwater. Seven soil

¹Limited Subsurface Investigation, Borden Research Center, Franklin Square, by Environmental Products & Services, Inc., January 22, 1998.

borings were completed on October 27, 2016. Temporary wells were installed in all seven borings.

Soil samples were obtained from each of the borings at various depths on the date the borings were completed. Groundwater samples were obtained from each temporary well on November 1, 2016. Selected soil and groundwater samples were submitted to the laboratory for analytical analysis.

3.1.1 Conceptual Site Model and Sampling Plan

The potential site contaminants encountered were those generally associated with industrial site use, and included volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs). VOCs are generally soluble in water, and therefore mobile in the environment. SVOCs tend to be less mobile. In general, VOCs tend to be found in soils near potential sources and migrate away from source areas in groundwater. SVOCs tend to be found in soils near potential sources and do not migrate as readily in the groundwater. This Phase II ESA assessed both VOC and SVOC impact to soil and groundwater. Additional testing for metals and polychlorinated biphenyls (PCBs) was also completed on surficial soil samples.

The soil borings for subsurface soil and groundwater sampling were located across the Property and in downgradient locations. Boring B-4 was located in the area suspected to be the site of the former gasoline UST and dispenser. The sample point locations are shown on *Figure 1 – Subsurface Investigation Plan*.

3.1.2 Chemical Testing Plan

Selected surface soil, subsurface soil and groundwater samples were analyzed for VOCs, SVOCs, metals and PCBs.

3.2 FIELD EXPLORATIONS AND METHODS

3.2.1 Soil Borings

Parratt-Wolff, Inc., accompanied by a geologist from Plumley Engineering, completed boring operations using a truck mounted Geoprobe rig. Soil borings were completed to a depth of 20 to 24 feet below ground surface (bgs.)

Soil samples were collected continuously from the ground surface to the bottom of each boring using a 4-foot macro-core. All samples were inspected and logged for soil lithology and field indicators of potential contamination (odors, staining, sheen). Representative samples were containerized in the field and screened with a photoionization detection (PID) meter.

Refer to *Appendix A – Boring Logs* for additional information.

3.2.2 Monitoring Well Installations

One-inch diameter well casings were installed in all seven soil boring locations. Ground-water elevation measurements were taken after water levels stabilized in the wells.

3.3 SAMPLING AND CHEMICAL ANALYSES AND METHODS

3.3.1 Soil

Field indicators of apparent contamination (odors, staining, elevated PID readings) were present in some of the subsurface soil samples collected from the borings. The samples from boring B-4 exhibited a petroleum-like odor with trace staining and had low level PID meter readings ranging from 3 to 8 parts per million (ppm). The samples from borings B-5 and B-6

had petroleum-like odors and sheens at the water table and PID meter readings ranging from 48 to 986 ppm. The samples from borings B-1, B-2, B-3 and B-7 had organic odors from the layer of peat encountered at a depth of approximately 6 to 7 feet bgs across the site and no positive PID meter readings. Refer to *Table 1 – Summary of Soil Data* for additional information.

Soil samples with the highest indicators of apparent contamination and soil samples collected from various depths in the soil borings that did not exhibit positive PID meter readings were selected for laboratory testing. The samples were submitted to SGS Accutest for analysis for VOCs per EPA Method 8260 (CP-51² or Full List) and SVOCs per EPA Method 8270 (CP-51 or Base/Neutral Compounds). Other select soil samples were submitted for analysis for metals (8 RCRA) and PCBs. The results were compared to CP-51 Recommended Soil Cleanup Levels (SCLs) and Commercial Use Soil Cleanup Objectives (SCOs).³

3.3.2 Groundwater

Groundwater samples were collected from the seven temporary wells (B-1/TW through B-7/TW) using standard sampling methods. All seven well samples were submitted for analysis of VOCs per EPA Method 8260 (CP-51 or Full List). Groundwater samples from B-3/TW, B-5/TW and B-6/TW were also submitted for SVOCs per EPA Method 8270 (CP-51 or Base/Neutral Compounds) and metals (8 RCRA). Samples were filtered in the field using a 0.45 Micron High-Capacity dispos-a-filter™ prior to collecting the metals. The results were compared to State groundwater standards.⁴

²DEC Commissioner Policy, *CP-51 / Soil Cleanup Guidance*, issued October 21, 2010.

³New York Codes, Rules and Regulations, Title 6 (6NYCRR), Part 375-6 *Remedial Program Soil Cleanup Objectives*.

⁴DEC Technical and Operational Guidance Series (TOGS) 1.1.1, *Ambient Water Quality Standards and Guidance Values and Groundwater Effluent Limits*, dated June 1998 and Addenda.

4.0 EVALUATION AND PRESENTATION OF RESULTS

4.1 SUBSURFACE CONDITIONS

4.1.1 Geologic Setting

The soil profile encountered can generally be described as follows:

0 to 8 feet bgs.....Gray moist fine to medium gravel and little to fine sand (fill).

8 to 12 feet bgs.....Brown moist silt, clay and peat.

12 to 20+ feet bgs.....Gray wet fine to coarse gravel and silt, with fine to coarse sand.

Layers of black sand with slag appeared at various depths from 0 to approximately 6 feet bgs.

4.1.2 Hydrogeologic Conditions

The water table was generally encountered at a depth of 5.6 to 11.10 feet bgs. The overall groundwater flow direction, as calculated from water elevations recorded on November 1, 2016, is from east to west across the Property. Refer to *Table 2 – Monitoring Well and Groundwater Elevation Data* for additional information. Groundwater elevation contours are shown on *Figure 1 – Subsurface Investigation Plan*.

4.2 ANALYTICAL DATA

4.2.1 Soil

A few individual VOCs were detected in the soil samples from borings B-3, B-4, B-5 and B-6. All VOCs detected were well below the CP-51 SCLs and Commercial Use SCOs with the exception of two compounds in the sample from boring B-5. Ethylbenzene was reported at 1.01 milligrams per kilogram (mg/kg), marginally exceeding the CP-51 SCL of 1 mg/kg,

and 1,2,4-Trimethylbenzene was reported at 7.46 mg/kg, exceeding the CP-51 SCL of 3.6 mg/kg. Both compounds were below the Commercial Use SCOs of 390 and 190 mg/kg, respectively.

Several SVOCs were detected in the samples collected from B-1, B-4, B-5, B-6 and B-7. All SVOCs detected were below the CP-51 SCLs and Commercial Use SCOs with the exception of one compound in the soil sample from B-7 (0 to 2 feet bgs). Chrysene was detected at a concentration of 1.12 mg/kg, slightly above the CP-51 SCL of 1 mg/kg but much lower than the Commercial Use SCO of 56 mg/kg.

Several metals were detected in the soil samples from borings B-1, B-3, B-5, B-6 and B-7. All detected metals were well below the Commercial Use SCOs with the exception of Barium in the sample from boring B-3, with a reported concentration of 461 mg/kg, exceeding the Commercial Use SCO of 400 mg/kg.

PCBs were not detected in any of the five soil samples analyzed.

Refer to *Table 3 – Summary of Soil Analytical Results* and *Appendix B – Laboratory Reports* for additional information.

4.2.2 Groundwater

Petroleum-like odors and sheens were present in the water purged from borings B-5 and B-6 and a slight sheen was noted in the water sample from B-6. No field indicators of contamination were observed in the other groundwater samples collected.

VOCs were either non-detected or below standards in the groundwater samples from wells B-1/TW, B-2/TW, B-3/TW, B-4/TW and B-7/TW. Several VOCs were detected in the groundwater sample from well B-5/TW at concentrations exceeding State standards.

No SVOCs were detected in the water samples collected from wells B-3/TW and B-6/TW. Four SVOCs were detected in the sample from well B-5/TW. Acenaphthene, bis(2-Chloroethyl)ether, 2-Methylnaphthalene and Naphthalene were reported at concentrations

of 2.1, 5.1, 4.5 and 65.8 micrograms per liter ($\mu\text{g/L}$), respectively. The State groundwater standards for bis(2-Chloroethyl)ether and Naphthalene are 1 and 10 $\mu\text{g/L}$, respectively. There is no State groundwater standard for Acenaphthene or 2-Methylnaphthalene, so a guideline concentration of 50 $\mu\text{g/L}$ is used.

Barium was reported at concentrations of 110, 381 and 167 $\mu\text{g/L}$ in the filtered water samples from B-3/TW, B-5/TW and B-6/TW, respectively. These reported concentrations were well below the State groundwater standard of 1,000 $\mu\text{g/L}$. Lead was also detected in B-5/TW and B-6/TW at concentrations of 129 and 5.3 $\mu\text{g/L}$, respectively. The State groundwater standard for lead is 25 $\mu\text{g/L}$.

Refer to *Table 4 – Summary of Groundwater Analytical Results* and *Appendix B – Laboratory Reports* for additional information.

5.0 DISCUSSION OF FINDINGS AND CONCLUSIONS

5.1. SOIL IMPACTS

There is a layer of peat at approximately 8 feet bgs and the site has been filled with various soil materials from the peat layer to the ground surface. No significant soil impacts were identified in the fill (0 to 8 feet bgs) with the exception of Chrysene reported above the CP-51 SCL but below the Restricted Use SCO in B-7 and Barium reported above the Restricted Use SCO in B-3.

Low levels of petroleum-like odors and low PID meter readings were observed in boring B-4 at the suspected location of the former gasoline UST. Chemical testing showed a few VOCs present, but at concentrations below the CP-51 SCLs.

Stronger petroleum-like odors and elevated PID meter readings were observed in deeper soils (12 to 16 feet bgs) in the gravel unit in the area of borings B-5 and B-6. Low level

VOCs and SVOCs were detected in the samples from these borings. Chemical testing showed concentrations were below the CP-51 SCLs, with the exception of two VOCs in B-5. All compounds were well below Commercial Use SCOs.

5.2. GROUNDWATER IMPACTS

Groundwater analytical results indicated elevated levels of several VOCs, including benzene, toluene, ethylbenzene and xylene (BTEX), as well as naphthalene, were present at concentrations exceeding State groundwater standards in the sample from boring B-5/TW. Lead also exceeded State groundwater standards in the sample from B-5/TW. None of the other groundwater samples were impacted.

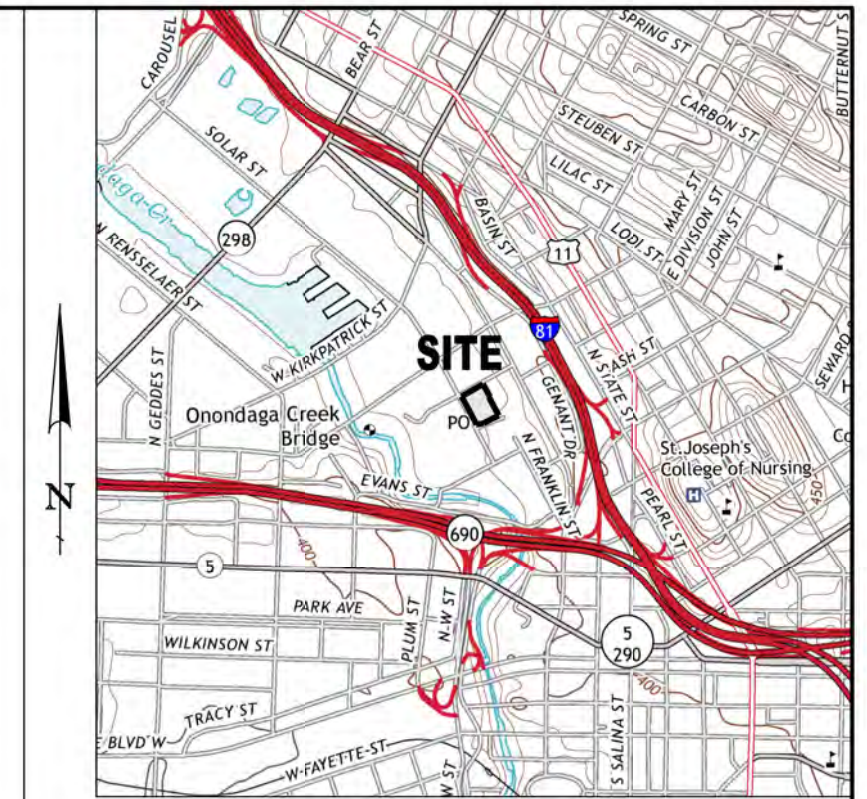
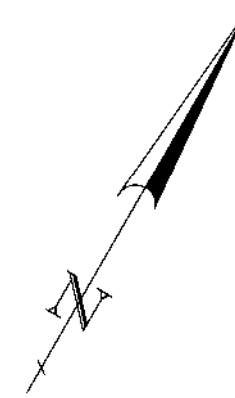
5.3. RECOGNIZED ENVIRONMENTAL CONDITIONS

The previously identified RECs were associated with the former onsite UST and industrial operations. The findings from the investigation of the former UST area (boring B-4) do not indicate any significant residual impacts. The findings in borings B-5 and B-6 are not consistent with the location of the former UST or other known onsite sources. However, the findings are similar to those of the 1998 subsurface investigation on the adjacent former Borden property associated with Spill No. 9707031. This spill was closed by the DEC without further investigation or remediation, suggesting the impacts in B-5 and B-6 are from an offsite source. The only known potential source is a former manufactured gas plant gas holder tank located upgradient of the Property and the adjacent former Borden property. Gas holders are known sources of BTEX and naphthalene.

6.0 RECOMMENDATIONS

Based on the findings, no further investigation is recommended and no remediation appears to be warranted. We recommend a copy of this report be submitted to the DEC for their review and concurrence.

FIGURE



LOCATION MAP

REF: U.S.G.S. SYRACUSE WEST QUAD., 2013, 7.5 MIN., 1" = 2000 +/-



Key

- Property Line
- Soil Boring w/ Temporary Well (Completed 10/27/16)
- 11/11/16 Groundwater Contours (0.1 Ft Interval)

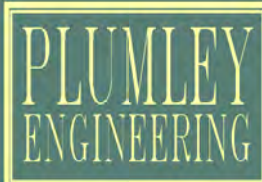
Aerial Reference:

NYS GIS Clearinghouse City of Syracuse, Onondaga County, New York, 1-Foot Resolution Natural Color Orthoimagery, 2015.

Note: Site features / conditions may have changed since the date when the orthoimagery was taken.

Property Line Reference:

"Section Map 118, City of Syracuse, Onondaga County, New York"; Dated: January 1, 2016.



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Civil and Environmental Engineering

REVISIONS:	DATE:	BY:

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PROJECT: **156-158 SOLAR STREET PROPERTY PHASE II**
 DWG. TITLE: **SUBSURFACE INVESTIGATION PLAN**
 CLIENT: **DUPLI ENVELOPE AND GRAPHICS CORPORATION**
 LOCATION: **CITY OF SYRACUSE, ONONDAGA COUNTY, NEW YORK**

Note: No alteration permitted hereon except as provided under Section 7209 Subdivision 2 of the New York State Education Law.

PROJECT No.: 2016122
 FILE NAME: GWC_11-11-16
 SCALE: AS NOTED
 DATE: NOV. 2016
 ENG'D BY: DTH
 DRAWN BY: MGT
 CHECKED BY: DRV

SHEET NO.:
FIGURE 1
 © Plumley Engineering, P.C. 2016

TABLES

SOLAR STREET PROPERTY
156-158 Park Street
City of Syracuse, Onondaga County, New York

TABLE 1 - SUMMARY OF SOIL DATA

BORING LOCATION	DEPTH (feet)	PID READING (ppm)	FIELD INDICATORS*
B-1	0 to 4	0	
	4 to 8	0	
	8 to 12	0	
	12 to 16	0	
	16 to 20	0	
B-2	0 to 4	0	
	4 to 8	0	
	8 to 12	0	
	12 to 16	0	
	16 to 20	0	
	20 to 24	0	
B-3	0 to 4	0	
	4 to 8	0	
	8 to 12	0	
	12 to 16	0	
	16 to 20	0	
B-4	0 to 4	6	
	4 to 8	8	petroleum odor, trace staining
	8 to 12	6	petroleum odor
	12 to 16	6	
	16 to 20	3	
B-5	0 to 4	86	petroleum odor
	4 to 8	58	petroleum odor
	8 to 12	320	petroleum odor
	12 to 16	799	strong petroleum odor, sheen
	16 to 20	158	petroleum odor
B-6	0 to 4	69	petroleum odor
	4 to 8	52	petroleum odor
	8 to 12	48	petroleum odor
	12 to 16	986	strong petroleum odor, sheen
	16 to 20	80	petroleum odor
B-7	0 to 4	0	
	4 to 8	0	
	8 to 12	0	
	12 to 16	0	
	16 to 20	0	

Notes:

PID Photoionization detection meter ppm Parts per million
 * Odors, staining, sheens, free-product. Blank cells indicate no positive PID meter readings or field indicators observed.

SOLAR STREET PROPERTY
156-158 Park Street
City of Syracuse, Onondaga County, New York

TABLE 2 - MONITORING WELL AND GROUNDWATER ELEVATION DATA

Monitoring Well Construction Data¹	Monitoring Well						
	B-1/TW	B-2/TW	B-3/TW	B-4/TW	B-5/TW	B-6/TW	B-7/TW
Rim Elevation (feet)	101.09	101.53	100.10	100.41	100.94	101.91	101.38
Top of Screen Elevation (feet)	91.09	87.53	90.10	100.41	90.94	91.91	91.38
Bottom of Well Elevation (feet)	81.1	77.5	80.1	80.4	80.9	81.9	81.4
Depth of Well (feet)	20	24	20	20	20	20	20
Well Diameter (inches)	1	1	1	1	1	1	1
Date	Groundwater Elevation (feet)						
10/18/2016	91.29	89.37	89.33	94.41	89.52	89.82	89.17
11/11/2016	89.27	89.23	89.17	94.11	89.25	89.33	89.09

Notes:

Elevations are based on arbitrary datum set to 100.00 feet.

SOLAR STREET PROPERTY
156-158 Park Street
City of Syracuse, Onondaga County, New York

TABLE 3 - SUMMARY OF SOIL ANALYTICAL RESULTS

Date Sampled: October 27, 2016

Client Sample ID:	Unit	Commercial Use Soil Cleanup Objective ¹	Recommended Soil Cleanup Level ²	B-1	B-2	B-3	B-4	B-5	B-5	B-6	B-6	B-7	B-3
Lab Sample ID:				(0-2')	(16'-20')	(0-2')	(4'-8')	(0-2')	(12'-16')	(0-2')	(12'-16')	(0-2')	(4'-8')
GC/MS Volatiles (SW846 8260C)													
Acetone	mg/kg	500	NS	-	ND (0.0095)	-	0.0217 ^a	-	ND (1.2)	-	ND (0.56)	-	0.0234 ^a
Benzene	mg/kg	44	0.06	-	ND (0.00095)	-	ND (0.00099)	-	ND (0.12)	-	ND (0.056)	-	ND (0.0012)
Bromodichloromethane	mg/kg	NS	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
Bromoform	mg/kg	NS	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
Bromomethane	mg/kg	NS	NS	-	ND (0.0095)	-	ND (0.0099)	-	ND (1.2)	-	ND (0.56)	-	ND (0.012) ^b
2-Butanone (MEK)	mg/kg	500	NS	-	ND (0.0095)	-	ND (0.0099)	-	ND (1.2)	-	ND (0.56)	-	ND (0.012)
n-Butylbenzene	mg/kg	500	12	-	ND (0.0047)	-	0.0309	-	1.07	-	0.862	-	ND (0.0061)
sec-Butylbenzene	mg/kg	500	11	-	ND (0.0047)	-	0.0826	-	0.794	-	0.88	-	ND (0.0061)
tert-Butylbenzene	mg/kg	500	5.9	-	ND (0.0047)	-	0.009	-	ND (0.58)	-	0.386	-	ND (0.0061)
Carbon disulfide	mg/kg	NS	NS	-	ND (0.0047)	-	ND (0.0050)	-	ND (0.58)	-	ND (0.28)	-	ND (0.0061)
Carbon tetrachloride	mg/kg	22	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
Chlorobenzene	mg/kg	500	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
Chloroethane	mg/kg	NS	NS	-	ND (0.0095)	-	ND (0.0099)	-	ND (1.2)	-	ND (0.56)	-	ND (0.012)
Chloroform	mg/kg	350	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
Chloromethane	mg/kg	NS	NS	-	ND (0.0047)	-	ND (0.0050)	-	ND (0.58)	-	ND (0.28)	-	ND (0.0061)
Dibromochloromethane	mg/kg	NS	NS	-	ND (0.0047)	-	ND (0.0050)	-	ND (0.58)	-	ND (0.28)	-	ND (0.0061)
1,1-Dichloroethane	mg/kg	240	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
1,2-Dichloroethane	mg/kg	30	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
1,1-Dichloroethene	mg/kg	500	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
cis-1,2-Dichloroethene	mg/kg	500	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
trans-1,2-Dichloroethene	mg/kg	500	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
1,2-Dichloroethene (total)	mg/kg	NS	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
1,2-Dichloropropane	mg/kg	NS	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
cis-1,3-Dichloropropene	mg/kg	NS	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
trans-1,3-Dichloropropene	mg/kg	NS	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
Ethylbenzene	mg/kg	390	1	-	ND (0.0019)	-	ND (0.0020)	-	1.01	-	ND (0.11)	-	ND (0.0025)
2-Hexanone	mg/kg	NS	NS	-	ND (0.0047)	-	ND (0.0050)	-	ND (0.58)	-	ND (0.28)	-	ND (0.0061)
Isopropylbenzene	mg/kg	NS	2.3	-	ND (0.0047)	-	0.0126	-	0.976	-	0.634	-	ND (0.0061)
p-Isopropyltoluene	mg/kg	NS	10	-	ND (0.0047)	-	ND (0.0050)	-	1.28	-	0.46	-	ND (0.0061)
Methyl Tert Butyl Ether	mg/kg	500	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
4-Methyl-2-pentanone (MIBK)	mg/kg	NS	NS	-	ND (0.0047)	-	ND (0.0050)	-	ND (0.58)	-	ND (0.28)	-	ND (0.0061)
GC/MS Volatiles (SW846 8260C)													
Methylene chloride	mg/kg	500	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)

SOLAR STREET PROPERTY
156-158 Park Street
City of Syracuse, Onondaga County, New York

TABLE 3 - SUMMARY OF SOIL ANALYTICAL RESULTS

Date Sampled: October 27, 2016

Client Sample ID:	Unit	Commercial Use Soil Cleanup Objective ¹	Recommended Soil Cleanup Level ²	B-1 (0-2')	B-2 (16'-20')	B-3 (0-2')	B-4 (4'-8')	B-5 (0-2')	B-5 (12'-16')	B-6 (0-2')	B-6 (12'-16')	B-7 (0-2')	B-3 (4'-8')
Lab Sample ID:				MC48547-1	MC48547-2	MC48547-3	MC48547-4	MC48547-5	MC48547-6	MC48547-7	MC48547-8	MC48547-9	MC48547-10
Naphthalene	mg/kg	500	12	-	ND (0.0047)	-	ND (0.0050)	-	3.42	-	0.375	-	ND (0.0061)
n-Propylbenzene	mg/kg	500	3.9	-	ND (0.0047)	-	0.0099	-	1.57	-	1.16	-	ND (0.0061)
Styrene	mg/kg	NS	NS	-	ND (0.0047)	-	ND (0.0050)	-	ND (0.58)	-	ND (0.28)	-	ND (0.0061)
1,1,2,2-Tetrachloroethane	mg/kg	NS	NS	-	ND (0.0047)	-	ND (0.0050)	-	ND (0.58)	-	ND (0.28)	-	ND (0.0061)
Tetrachloroethene	mg/kg	150	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
Toluene	mg/kg	500	0.7	-	ND (0.0047)	-	ND (0.0050)	-	ND (0.58)	-	ND (0.28)	-	ND (0.0061)
1,1,1-Trichloroethane	mg/kg	500	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
1,1,2-Trichloroethane	mg/kg	NS	NS	-	ND (0.0019)	-	0.0287	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
Trichloroethene	mg/kg	200	NS	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
1,2,4-Trimethylbenzene	mg/kg	190	3.6	-	ND (0.0047)	-	ND (0.0050)	-	7.46	-	ND (0.28)	-	ND (0.0061)
1,3,5-Trimethylbenzene	mg/kg	190	8.4	-	ND (0.0047)	-	ND (0.0050)	-	ND (0.58)	-	ND (0.28)	-	ND (0.0061)
Vinyl chloride	mg/kg	13	NS	-	ND (0.0095)	-	ND (0.0099)	-	ND (1.2)	-	ND (0.56)	-	ND (0.012)
Xylene (total)	mg/kg	500	0.26	-	ND (0.0019)	-	ND (0.0020)	-	ND (0.23)	-	ND (0.11)	-	ND (0.0025)
GC/MS Semi-volatiles (SW846 8270D)													
Acenaphthene	mg/kg	500	20	ND (0.12)	-	-	ND (0.12)	-	0.233	ND (0.10)	0.194	ND (0.11)	-
Acenaphthylene	mg/kg	500	100	0.219	-	-	ND (0.12)	-	ND (0.10)	ND (0.10)	ND (0.11)	0.145	-
Anthracene	mg/kg	500	100	ND (0.12)	-	-	ND (0.12)	-	0.123	ND (0.10)	0.145	0.29	-
Benzo(a)anthracene	mg/kg	5.6	1	0.352	-	-	ND (0.12)	-	ND (0.10)	0.344	ND (0.11)	0.854	-
Benzo(a)pyrene	mg/kg	1	1	0.332	-	-	ND (0.31)	-	ND (0.26)	0.408	ND (0.27)	0.625	-
Benzo(b)fluoranthene	mg/kg	5.6	1	0.364	-	-	ND (0.12)	-	ND (0.10)	0.322	ND (0.11)	0.71	-
Benzo(g,h,i)perylene	mg/kg	500	100	0.199	-	-	ND (0.12)	-	ND (0.10)	0.25	ND (0.11)	0.377	-
Benzo(k)fluoranthene	mg/kg	56	0.8	0.302	-	-	ND (0.12)	-	ND (0.10)	0.332	ND (0.11)	0.635	-
Chrysene	mg/kg	56	1	0.465	-	-	ND (0.12)	-	ND (0.10)	0.31	ND (0.11)	1.12	-
Dibenzo(a,h)anthracene	mg/kg	0.56	0.33	ND (0.12)	-	-	ND (0.12)	-	ND (0.10)	ND (0.10)	ND (0.11)	0.152	-
Fluoranthene	mg/kg	500	100	0.637	-	-	0.176	-	0.138	0.499	0.202	1.76	-
Fluorene	mg/kg	500	30	ND (0.12)	-	-	ND (0.12)	-	0.148	ND (0.10)	ND (0.11)	0.128	-
Indeno(1,2,3-cd)pyrene	mg/kg	5.6	0.5	ND (0.29)	-	-	ND (0.31)	-	ND (0.26)	ND (0.26)	ND (0.27)	0.395	-
Naphthalene	mg/kg	500	12	0.542	-	-	ND (0.12)	-	1.21	ND (0.10)	ND (0.11)	0.387	-
Phenanthrene	mg/kg	500	100	0.8	-	-	0.237	-	0.445	0.145	0.221	1.7	-
Pyrene	mg/kg	500	100	0.662	-	-	0.182	-	0.234	0.504	0.321	1.46	-
GC Semi-volatiles (SW846 8082A)													
Aroclor 1016	mg/kg	1	NS	ND (0.038)	-	ND (0.035)	-	ND (0.040)	-	ND (0.034)	-	ND (0.038)	-
Aroclor 1221	mg/kg	1	NS	ND (0.038)	-	ND (0.035)	-	ND (0.040)	-	ND (0.034)	-	ND (0.038)	-
Aroclor 1232	mg/kg	1	NS	ND (0.038)	-	ND (0.035)	-	ND (0.040)	-	ND (0.034)	-	ND (0.038)	-

SOLAR STREET PROPERTY
156-158 Park Street
City of Syracuse, Onondaga County, New York

TABLE 3 - SUMMARY OF SOIL ANALYTICAL RESULTS

Date Sampled: October 27, 2016

Client Sample ID:	Unit	Commercial Use Soil Cleanup Objective ¹	Recommended Soil Cleanup Level ²	B-1 (0-2')	B-2 (16'-20')	B-3 (0-2')	B-4 (4'-8')	B-5 (0-2')	B-5 (12'-16')	B-6 (0-2')	B-6 (12'-16')	B-7 (0-2')	B-3 (4'-8')
Lab Sample ID:				MC48547-1	MC48547-2	MC48547-3	MC48547-4	MC48547-5	MC48547-6	MC48547-7	MC48547-8	MC48547-9	MC48547-10
Aroclor 1242	mg/kg	1	NS	ND (0.038)	-	ND (0.035)	-	ND (0.040)	-	ND (0.034)	-	ND (0.038)	-
Aroclor 1248	mg/kg	1	NS	ND (0.038)	-	ND (0.035)	-	ND (0.040)	-	ND (0.034)	-	ND (0.038)	-
Aroclor 1254	mg/kg	1	NS	ND (0.038)	-	ND (0.035)	-	ND (0.040)	-	ND (0.034)	-	ND (0.038)	-
Aroclor 1260	mg/kg	1	NS	ND (0.038)	-	ND (0.035)	-	ND (0.040)	-	ND (0.034)	-	ND (0.038)	-
Metals Analysis													
Arsenic	mg/kg	16	NS	5.2	-	9.9	-	8.7	-	3.8	-	15.2	-
Barium	mg/kg	400	NS	60.8	-	461	-	298	-	28.8	-	150	-
Cadmium	mg/kg	9.3	NS	<0.36	-	0.75	-	<0.38	-	<0.35	-	<1.9 ^c	-
Chromium	mg/kg	NS	NS	14.5	-	11.7	-	9.9	-	8.7	-	25.9	-
Lead	mg/kg	1,000	NS	20.4	-	243	-	77.2	-	20.3	-	210	-
Mercury	mg/kg	2.8	NS	0.24	-	0.32	-	0.088	-	0.67	-	0.7	-
Selenium	mg/kg	1,500	NS	<0.89	-	4.1	-	0.96	-	<0.87	-	<4.7 ^c	-
Silver	mg/kg	1,500	NS	<0.45	-	<0.45	-	<0.48	-	<0.44	-	<2.3 ^c	-
General Chemistry													
Solids, Percent	%	NS	NS	84.3	89.5	90.3	80.3	82.2	92	93.7	91.2	87.2	73.3

Notes:

Legend: Hit Exceed

¹New York Codes, Rules and Regulations, Title 6 (6 NYCRR), Part 375-6, *Remedial Program Soil Cleanup Objectives*, dated December 2006.

²DEC Commissioner Policy, *CP-51 / Soil Cleanup Guidance*, Tables 2 and 3, issued October 21, 2010.

NS No State Standard

mg/kg milligrams per kilogram, equivalent to parts per million (ppm)

ND Not detected less than

- Not Analyzed

^aInitial Calibration Verification outside of acceptance criteria. Sample result may be biased high.

^bContinuing Calibration outside of acceptance criteria. Reporting Limit response verified by low-level standard.

^cElevated RL due to dilution required for matrix interference.

PARK STREET PROPERTY
2083/2107 Park Street
City of Syracuse, Onondaga County, New York

TABLE 4 - SUMMARY OF GROUNDWATER ANALYTICAL RESULTS

Date Sampled: November 1, 2016

Client Sample ID:	Unit	State Standard ¹ (µg/L)	B-1/TW	B-2/TW	B-3/TW	B-4/TW	B-5/TW	B-6/TW	B-7/TW
Lab Sample ID:			MC48566-1	MC48566-2	MC48566-3	MC48566-4	MC48566-5	MC48566-6	MC48566-7
GC/MS Volatiles (SW846 8260C)									
Acetone	µg/L	---	ND (10)	28.2	16.8	ND (10)	42.5	ND (10)	ND (10)
Benzene	µg/L	1	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)	129	ND (0.50)	ND (0.50)
Bromodichloromethane	µg/L	---	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
Bromoform	µg/L	-	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
Bromomethane	µg/L	5	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)
2-Butanone (MEK)	µg/L	---	ND (10)	ND (10)	ND (10)	ND (10)	ND (10)	ND (10)	ND (10)
n-Butylbenzene	µg/L	5	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	8.4	ND (5.0)	ND (5.0)
sec-Butylbenzene	µg/L	5	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	10.8	ND (5.0)	ND (5.0)
tert-Butylbenzene	µg/L	5	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)
Carbon disulfide	µg/L	60	ND (5.0)	ND (5.0) ^a	ND (5.0) ^a	ND (5.0) ^a	ND (5.0) ^a	ND (5.0) ^a	ND (5.0) ^a
Carbon tetrachloride	µg/L	5	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
Chlorobenzene	µg/L	5	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
Chloroethane	µg/L	5	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)
Chloroform	µg/L	7	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
Chloromethane	µg/L	5	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)
Dibromochloromethane	µg/L	---	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
1,1-Dichloroethane	µg/L	5	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
1,2-Dichloroethane	µg/L	0.6	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
1,1-Dichloroethene	µg/L	5	ND (1.0)	ND (1.0) ^a	ND (1.0) ^a	ND (1.0) ^a	ND (1.0) ^a	ND (1.0) ^a	ND (1.0) ^a
cis-1,2-Dichloroethene	µg/L	5	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
trans-1,2-Dichloroethene	µg/L	5	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
1,2-Dichloroethene (total)	µg/L	---	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
1,2-Dichloropropane	µg/L	1	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)	ND (2.0)
cis-1,3-Dichloropropene	µg/L	---	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)
trans-1,3-Dichloropropene	µg/L	---	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)
Ethylbenzene	µg/L	5	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	192	ND (1.0)	ND (1.0)
2-Hexanone	µg/L	---	ND (10)	ND (10)	ND (10)	ND (10)	ND (10)	ND (10)	ND (10)
Isopropylbenzene	µg/L	5	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	62.3	ND (5.0)	ND (5.0)
p-Isopropyltoluene	µg/L	5	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	14.7	ND (5.0)	ND (5.0)
Methyl Tert Butyl Ether	µg/L	10	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
4-Methyl-2-pentanone (MIBK)	µg/L	---	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)
Methylene chloride	µg/L	5	ND (2.0)	ND (2.0) ^a	ND (2.0) ^a	ND (2.0) ^a	ND (2.0) ^a	ND (2.0) ^a	ND (2.0) ^a
Naphthalene	µg/L	10	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	124	ND (5.0)	ND (5.0)
n-Propylbenzene	µg/L	5	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	67.5	ND (5.0)	ND (5.0)
Styrene	µg/L	5	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)	ND (5.0)
1,1,2,2-Tetrachloroethane	µg/L	5	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)	ND (0.50)
Tetrachloroethene	µg/L	5	ND (1.0)	ND (1.0) ^a	ND (1.0) ^a	ND (1.0) ^a	ND (1.0) ^a	ND (1.0) ^a	ND (1.0) ^a
Toluene	µg/L	5	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	23.7	ND (1.0)	ND (1.0)
1,1,1-Trichloroethane	µg/L	5	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
1,1,2-Trichloroethane	µg/L	1	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
Trichloroethene	µg/L	5	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
1,2,4-Trimethylbenzene	µg/L	5	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	70.5	ND (1.0)	ND (1.0)
1,3,5-Trimethylbenzene	µg/L	5	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	2.1	ND (1.0)	ND (1.0)
Vinyl chloride	µg/L	2	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)
m,p-Xylene	µg/L	*	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	19.9	ND (1.0)	ND (1.0)
o-Xylene	µg/L	5	ND (1.0)	ND (1.0)	ND (1.0)	ND (1.0)	6	ND (1.0)	ND (1.0)
GC/MS Semi-volatiles (SW846 8270D)									
Acenaphthene	µg/L	---	-	-	ND (2.0)	-	2.1	ND (2.0)	-
Acenaphthylene	µg/L	---	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
Anthracene	µg/L	---	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
Benzo(a)anthracene	µg/L	---	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
Benzo(a)pyrene	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Benzo(b)fluoranthene	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Benzo(g,h,i)perylene	µg/L	---	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
Benzo(k)fluoranthene	µg/L	---	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
4-Bromophenyl phenyl ether	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Butyl benzyl phthalate	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Benzyl Alcohol	µg/L	---	-	-	ND (10)	-	ND (10)	ND (10)	-

PARK STREET PROPERTY
2083/2107 Park Street
City of Syracuse, Onondaga County, New York

TABLE 4 - SUMMARY OF GROUNDWATER ANALYTICAL RESULTS

Date Sampled: November 1, 2016

Client Sample ID:	Unit	State Standard ¹ (µg/L)	B-1/TW	B-2/TW	B-3/TW	B-4/TW	B-5/TW	B-6/TW	B-7/TW
Lab Sample ID:			MC48566-1	MC48566-2	MC48566-3	MC48566-4	MC48566-5	MC48566-6	MC48566-7
GC/MS Semi-volatiles (SW846 8270D)									
2-Chloronaphthalene	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
4-Chloroaniline	µg/L	5	-	-	ND (10)	-	ND (10)	ND (10)	-
Carbazole	µg/L	---	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
Chrysene	µg/L	---	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
bis(2-Chloroethoxy)methane	µg/L	5	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
bis(2-Chloroethyl)ether	µg/L	1	-	-	ND (5.1)	-	5.1	ND (5.1)	-
bis(2-Chloroisopropyl)ether	µg/L	5	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
4-Chlorophenyl phenyl ether	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
1,2-Dichlorobenzene	µg/L	3	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
1,3-Dichlorobenzene	µg/L	3	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
1,4-Dichlorobenzene	µg/L	3	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
2,4-Dinitrotoluene	µg/L	5	-	-	ND (10)	-	ND (10)	ND (10)	-
2,6-Dinitrotoluene	µg/L	5	-	-	ND (10)	-	ND (10)	ND (10)	-
3,3'-Dichlorobenzidine	µg/L	5	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Dibenzo(a,h)anthracene	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Dibenzofuran	µg/L	---	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
Di-n-butyl phthalate	µg/L	50	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Di-n-octyl phthalate	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Diethyl phthalate	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Dimethyl phthalate	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
bis(2-Ethylhexyl)phthalate	µg/L	5	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
Fluoranthene	µg/L	---	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
Fluorene	µg/L	---	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
Hexachlorobenzene	µg/L	0.04	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Hexachlorobutadiene	µg/L	0.5	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Hexachlorocyclopentadiene	µg/L	5	-	-	ND (10)	-	ND (10)	ND (10)	-
Hexachloroethane	µg/L	5	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Indeno(1,2,3-cd)pyrene	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Isophorone	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
2-Methylnaphthalene	µg/L	---	-	-	ND (2.0)	-	4.5	ND (2.0)	-
2-Nitroaniline	µg/L	5	-	-	ND (10)	-	ND (10)	ND (10)	-
3-Nitroaniline	µg/L	5	-	-	ND (10)	-	ND (10)	ND (10)	-
4-Nitroaniline	µg/L	5	-	-	ND (10)	-	ND (10)	ND (10)	-
Naphthalene	µg/L	10	-	-	ND (2.0)	-	65.8	ND (2.0)	-
Nitrobenzene	µg/L	0.4	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
N-Nitroso-di-n-propylamine	µg/L	---	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
N-Nitrosodiphenylamine	µg/L	---	-	-	ND (10)	-	ND (10)	ND (10)	-
Phenanthrene	µg/L	---	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
Pyrene	µg/L	---	-	-	ND (2.0)	-	ND (2.0)	ND (2.0)	-
1,2,4-Trichlorobenzene	µg/L	5	-	-	ND (5.1)	-	ND (5.1)	ND (5.1)	-
Metals Analysis									
Arsenic	µg/L	25	-	-	<4.0	-	<4.0	<4.0	-
Barium	µg/L	1,000	-	-	110	-	381	167	-
Cadmium	µg/L	5	-	-	<4.0	-	<4.0	<4.0	-
Chromium	µg/L	50	-	-	<10	-	<10	<10	-
Lead	µg/L	25	-	-	<5.0	-	129	5.3	-
Mercury	µg/L	0.7	-	-	<0.20	-	<0.20	<0.20	-
Selenium	µg/L	10	-	-	<10	-	<10	<10	-
Silver	µg/L	50	-	-	<5.0	-	<5.0	<5.0	-

Notes:

Legend: Hit Exceed

¹DEC Division of Water Technical and Operational Guidance Series (TOGS) 1.1.1, *Ambient Water Quality Standards and Guidance Values and Groundwater Effluent Limitations*, dated June 1998 and Addenda.

^aContinuing Calibration outside of acceptance criteria. Reporting Limit response verified by low-level standard.

- * State standard is 5 µg/L for each xylene isomer.
- µg/L micrograms per liter, equivalent to parts per billion (ppb)
- No promulgated State Standard
- ND Not Detected
- Not Analyzed

APPENDICES

APPENDIX A

BORING LOGS



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT 156-158 Solar Street

LOCATION Syracuse, New York

GROUNDWATER DEPTH
WHILE DRILLING 16.0'

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

HOLE NO. B-1
JOB NUMBER: 16117A
SURF. EL.
DATE STARTED: 10/27/16
DATE COMPLETED: 10/27/16

CASING TYPE **GEOPROBE MACROCORE**
DRILLER'S FIELD LOG

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"	N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
	0.0'-4.0'	1		DIRECT PUSH		Top soil	0.2'
5.0	4.0'-8.0'	2		DIRECT PUSH		Gray moist SILT and fine SAND, trace medium to coarse sand, trace fine gravel with seams of black sand and fine gravel	
	8.0'-12.0'	3		DIRECT PUSH			8.5'
10.0	12.0'-16.0'	4		DIRECT PUSH		Brown moist SILT and PEAT	
15.0	16.0'-20.0'	5		DIRECT PUSH		Gray moist SILT and CLAY	14.5'
WL ▼							
20.0						Gray wet fine to coarse GRAVEL	18.0'
25.0						Bottom of Boring	20.0'
						Note: Installed 1" PVC screen 20.0' to 10.0' 1" PVC riser to surface.	
30.0							
35.0							
40.0							



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT 156-158 Solar Street

LOCATION Syracuse, New York

GROUNDWATER DEPTH
WHILE DRILLING 16.0'

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

HOLE NO. B-2
JOB NUMBER: 16117A
SURF. EL.
DATE STARTED: 10/27/16
DATE COMPLETED: 10/27/16

CASING TYPE **GEOPROBE MACROCORE**
DRILLER'S FIELD LOG

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"	N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
	0.0'-4.0'	1		DIRECT PUSH		Top soil	0.2'
5.0	4.0'-8.0'	2		DIRECT PUSH		Gray moist SILT and fine SAND, trace medium to coarse sand, trace fine gravel with seams of black sand and fine gravel	
	8.0'-12.0'	3		DIRECT PUSH		Brown moist fine to coarse Sand with chunks of slag	7.0'
10.0	12.0'-16.0'	4		DIRECT PUSH		Brown moist SILT and PEAT	10.0'
	16.0'-20.0'	5		DIRECT PUSH		Gray moist SILT and CLAY	13.5'
15.0							
	20.0'-24.0'	6		DIRECT PUSH		Gray wet fine to coarse GRAVEL	19.0'
20.0							
						Bottom of Boring	24.0'
30.0						Note: Installed 1" PVC screen 24.0' to 14.0' 1" PVC riser to surface.	
35.0							
40.0							



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT 156-158 Solar Street

LOCATION Syracuse, New York

GROUNDWATER DEPTH
WHILE DRILLING 17.0'

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

HOLE NO. B-3
JOB NUMBER: 16117A
SURF. EL.
DATE STARTED: 10/27/16
DATE COMPLETED: 10/27/16

CASING TYPE **GEOPROBE MACROCORE**
DRILLER'S FIELD LOG

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"	N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
5.0	0.0'-4.0'	1		DIRECT PUSH		Top soil	0.2'
						Gray moist SILT and fine SAND, trace medium to coarse sand, trace fine gravel with seams of black sand and fine gravel	
10.0	4.0'-8.0'	2		DIRECT PUSH			
						Brown moist SILT and PEAT	
15.0	8.0'-12.0'	3		DIRECT PUSH			
						Gray moist CLAY, some silt	
20.0	12.0'-16.0'	4		DIRECT PUSH			
						Gray moist fine to medium GRAVEL and SILT, trace fine to coarse sand	
25.0	16.0'-20.0'	5		DIRECT PUSH			
						Bottom of Boring	
30.0							Note: Installed 1" PVC screen 20.0' to 10.0' 1" PVC riser to surface.
	35.0						
40.0							



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT 156-158 Solar Street

LOCATION Syracuse, New York

GROUNDWATER DEPTH
WHILE DRILLING 16.0'

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

HOLE NO. B-4
JOB NUMBER: 16117A
SURF. EL.
DATE STARTED: 10/27/16
DATE COMPLETED: 10/27/16

CASING TYPE **GEOPROBE MACROCORE**
DRILLER'S FIELD LOG

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"	N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
5.0	0.0'-4.0'	1		DIRECT PUSH		Gray moist fine to medium GRAVEL and little fine to coarse sand (fill)	
	4.0'-8.0'	2		DIRECT PUSH			
10.0	8.0'-12.0'	3		DIRECT PUSH		Grey moist Silt	6.0' 10.0'
	12.0'-16.0'	4		DIRECT PUSH			
15.0	16.0'-20.0'	5		DIRECT PUSH		Brown moist SILT and PEAT	14.0'
WL ▼						Gray moist CLAY, some silt	17.0'
20.0						Gray wet fine to medium GRAVEL and SILT, trace fine to medium sand	
25.0						Bottom of Boring Note: Installed 1" PVC screen 20.0' to surface.	20.0'
30.0							
35.0							
40.0							



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT 156-158 Solar Street

LOCATION Syracuse, New York

GROUNDWATER DEPTH
WHILE DRILLING 16.0'

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

HOLE NO. B-5
JOB NUMBER: 16117A
SURF. EL.
DATE STARTED: 10/27/16
DATE COMPLETED: 10/27/16

CASING TYPE **GEOPROBE MACROCORE**
DRILLER'S FIELD LOG

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"	N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
5.0	0.0'-4.0'	1		DIRECT PUSH		Asphalt	0.5'
						Gray moist fine to medium SAND and GRAVEL	
10.0	4.0'-8.0'	2		DIRECT PUSH			
						Brown moist SILT and PEAT	
15.0	8.0'-12.0'	3		DIRECT PUSH			
						Gray moist fine to medium GRAVEL, little silt	
20.0	12.0'-16.0'	4		DIRECT PUSH			
						Gray wet fine to medium GRAVEL and SILT, trace fine to coarse sand	
25.0	16.0'-20.0'	5		DIRECT PUSH			
						Bottom of Boring	
30.0							Note: Installed 1" PVC screen 20.0' to 10.0' 1" PVC riser to surface.
	35.0						
40.0							



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT 156-158 Solar Street

LOCATION Syracuse, New York

GROUNDWATER DEPTH
WHILE DRILLING 16.0'

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

HOLE NO. B-6
JOB NUMBER: 16117A
SURF. EL.
DATE STARTED: 10/27/16
DATE COMPLETED: 10/27/16

CASING TYPE **GEOPROBE MACROCORE**
DRILLER'S FIELD LOG

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"	N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
5.0	0.0'-4.0'	1		DIRECT PUSH		Asphalt	0.4'
						Gray moist fine to medium GRAVEL and SILT, some fine to medium sand	3.5'
10.0	4.0'-8.0'	2		DIRECT PUSH		White moist fine to medium Sand, trace brick fragments	7.0'
						Brown moist SILT and PEAT	11.0'
15.0	8.0'-12.0'	3		DIRECT PUSH			
						Gray moist fine to medium GRAVEL and SILT, trace fine sand	14.0'
20.0	12.0'-16.0'	4		DIRECT PUSH			
						Gray wet fine to medium GRAVEL and SILT, trace fine to medium sand	
25.0	16.0'-20.0'	5		DIRECT PUSH			
						Bottom of Boring	20.0'
30.0						Note: Installed 1" PVC screen 20.0' to 10.0' 1" PVC riser to surface.	
35.0							
40.0							



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT 156-158 Solar Street

LOCATION Syracuse, New York

GROUNDWATER DEPTH
WHILE DRILLING 16.0'

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

HOLE NO. B-7
JOB NUMBER: 16117A
SURF. EL.
DATE STARTED: 10/27/16
DATE COMPLETED: 10/27/16

CASING TYPE **GEOPROBE MACROCORE**
DRILLER'S FIELD LOG

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"	N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
5.0	0.0'-4.0'	1		DIRECT PUSH		Concrete	0.3'
						Gray moist fine to medium GRAVEL and SILT, little fine sand	
10.0	4.0'-8.0'	2		DIRECT PUSH			
						Brown moist SILT and PEAT	
15.0	8.0'-12.0'	3		DIRECT PUSH			
						Gray moist fine to medium GRAVEL and SILT	
20.0	12.0'-16.0'	4		DIRECT PUSH			
						Gray wet fine to medium GRAVEL and SILT, trace fine to medium sand	
25.0	16.0'-20.0'	5		DIRECT PUSH			
						Bottom of Boring	
30.0							Note: Installed 1" PVC screen 20.0' to 10.0' 1" PVC riser to surface.
	35.0						
40.0							

APPENDIX B

LABORATORY REPORTS

Technical Report for

Plumley Engineering, P.C.

Solar Street, 156-158 Solar Street, Syracuse, NY

2016122.001

SGS Accutest Job Number: MC48547

Sampling Date: 10/27/16

Report to:

Plumley Engineering, P.C.
8232 Loop Road
Baldwinsville, NY 13027
dhudson@plumleyeng.com

ATTN: Derk Hudson

Total number of pages in report: **39**



Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Program and/or state specific certification programs as applicable.

H. (Brad) Madadian
Lab Director

Client Service contact: Robert Soll 508-481-6200

Certifications: MA (M-MA136, SW846 NELAC) CT (PH-0109) NH (250210) RI (00071) FL (E87579) NY (11791) NJ (MA926) PA (6801121) ND (R-188) CO (MA00136) MN (11546AA) NC (653) IL (002337) WI (399080220) DoD ELAP (L-A-B L2235)

This report shall not be reproduced, except in its entirety, without the written approval of SGS Accutest.
Test results relate only to samples analyzed.

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Sample Summary

Plumley Engineering, P.C.

Job No: MC48547

Solar Street, 156-158 Solar Street, Syracuse, NY
 Project No: 2016122.001

Sample Number	Collected		Received	Matrix		Client Sample ID
	Date	Time By		Code	Type	
MC48547-1	10/27/16	09:05 DTH	11/01/16	SO	Soil	B-1(0-2)
MC48547-2	10/27/16	10:10 DTH	11/01/16	SO	Soil	B-2(16-20)
MC48547-3	10/27/16	10:35 DTH	11/01/16	SO	Soil	B-3(0-2)
MC48547-4	10/27/16	12:05 DTH	11/01/16	SO	Soil	B-4(4-8)
MC48547-5	10/27/16	13:35 DTH	11/01/16	SO	Soil	B-5(0-2)
MC48547-6	10/27/16	13:45 DTH	11/01/16	SO	Soil	B-5(12-16)
MC48547-7	10/27/16	14:15 DTH	11/01/16	SO	Soil	B-6(0-2)
MC48547-8	10/27/16	14:25 DTH	11/01/16	SO	Soil	B-6(12-16)
MC48547-9	10/27/16	15:00 DTH	11/01/16	SO	Soil	B-7(0-2)
MC48547-10	10/27/16	10:40 DTH	11/01/16	SO	Soil	B-3(4-8)

Soil samples reported on a dry weight basis unless otherwise indicated on result page.

Summary of Hits

Job Number: MC48547
Account: Plumley Engineering, P.C.
Project: Solar Street, 156-158 Solar Street, Syracuse, NY
Collected: 10/27/16

Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
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MC48547-1 B-1(0-2)

Acenaphthylene	0.219	0.12			mg/kg	SW846 8270D
Benzo(a)anthracene	0.352	0.12			mg/kg	SW846 8270D
Benzo(a)pyrene	0.332	0.29			mg/kg	SW846 8270D
Benzo(b)fluoranthene	0.364	0.12			mg/kg	SW846 8270D
Benzo(g,h,i)perylene	0.199	0.12			mg/kg	SW846 8270D
Benzo(k)fluoranthene	0.302	0.12			mg/kg	SW846 8270D
Chrysene	0.465	0.12			mg/kg	SW846 8270D
Fluoranthene	0.637	0.12			mg/kg	SW846 8270D
Naphthalene	0.542	0.12			mg/kg	SW846 8270D
Phenanthrene	0.800	0.12			mg/kg	SW846 8270D
Pyrene	0.662	0.12			mg/kg	SW846 8270D
Arsenic	5.2	0.89			mg/kg	SW846 6010C
Barium	60.8	4.5			mg/kg	SW846 6010C
Chromium	14.5	0.89			mg/kg	SW846 6010C
Lead	20.4	0.89			mg/kg	SW846 6010C
Mercury	0.24	0.035			mg/kg	SW846 7471B

MC48547-2 B-2(16-20)

No hits reported in this sample.

MC48547-3 B-3(0-2)

Arsenic	9.9	0.89			mg/kg	SW846 6010C
Barium	461	4.5			mg/kg	SW846 6010C
Cadmium	0.75	0.36			mg/kg	SW846 6010C
Chromium	11.7	0.89			mg/kg	SW846 6010C
Lead	243	0.89			mg/kg	SW846 6010C
Mercury	0.32	0.034			mg/kg	SW846 7471B
Selenium	4.1	0.89			mg/kg	SW846 6010C

MC48547-4 B-4(4-8)

Acetone ^a	0.0217	0.0099			mg/kg	SW846 8260C
n-Butylbenzene ^b	0.0309	0.0054			mg/kg	SW846 8260C
sec-Butylbenzene ^b	0.0826	0.0050			mg/kg	SW846 8260C
tert-Butylbenzene ^b	0.0090	0.0050			mg/kg	SW846 8260C
Isopropylbenzene ^b	0.0126	0.0050			mg/kg	SW846 8260C
n-Propylbenzene ^b	0.0099	0.0054			mg/kg	SW846 8260C
1,1,2-Trichloroethane ^b	0.0287	0.0020			mg/kg	SW846 8260C
Fluoranthene	0.176	0.12			mg/kg	SW846 8270D
Phenanthrene	0.237	0.12			mg/kg	SW846 8270D
Pyrene	0.182	0.12			mg/kg	SW846 8270D

Summary of Hits

Job Number: MC48547
Account: Plumley Engineering, P.C.
Project: Solar Street, 156-158 Solar Street, Syracuse, NY
Collected: 10/27/16

Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
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MC48547-5 B-5(0-2)

Arsenic	8.7	0.96			mg/kg	SW846 6010C
Barium	298	4.8			mg/kg	SW846 6010C
Chromium	9.9	0.96			mg/kg	SW846 6010C
Lead	77.2	0.96			mg/kg	SW846 6010C
Mercury	0.088	0.037			mg/kg	SW846 7471B
Selenium	0.96	0.96			mg/kg	SW846 6010C

MC48547-6 B-5(12-16)

n-Butylbenzene ^b	1.07	0.58			mg/kg	SW846 8260C
sec-Butylbenzene ^b	0.794	0.58			mg/kg	SW846 8260C
Ethylbenzene ^b	1.01	0.23			mg/kg	SW846 8260C
Isopropylbenzene ^b	0.976	0.58			mg/kg	SW846 8260C
p-Isopropyltoluene ^b	1.28	0.58			mg/kg	SW846 8260C
Naphthalene ^b	3.42	0.58			mg/kg	SW846 8260C
n-Propylbenzene ^b	1.57	0.58			mg/kg	SW846 8260C
1,2,4-Trimethylbenzene ^b	7.46	0.58			mg/kg	SW846 8260C
Acenaphthene	0.233	0.10			mg/kg	SW846 8270D
Anthracene	0.123	0.10			mg/kg	SW846 8270D
Fluoranthene	0.138	0.10			mg/kg	SW846 8270D
Fluorene	0.148	0.10			mg/kg	SW846 8270D
Naphthalene	1.21	0.10			mg/kg	SW846 8270D
Phenanthrene	0.445	0.10			mg/kg	SW846 8270D
Pyrene	0.234	0.10			mg/kg	SW846 8270D

MC48547-7 B-6(0-2)

Benzo(a)anthracene	0.344	0.10			mg/kg	SW846 8270D
Benzo(a)pyrene	0.408	0.26			mg/kg	SW846 8270D
Benzo(b)fluoranthene	0.322	0.10			mg/kg	SW846 8270D
Benzo(g,h,i)perylene	0.250	0.10			mg/kg	SW846 8270D
Benzo(k)fluoranthene	0.332	0.10			mg/kg	SW846 8270D
Chrysene	0.310	0.10			mg/kg	SW846 8270D
Fluoranthene	0.499	0.10			mg/kg	SW846 8270D
Phenanthrene	0.145	0.10			mg/kg	SW846 8270D
Pyrene	0.504	0.10			mg/kg	SW846 8270D
Arsenic	3.8	0.87			mg/kg	SW846 6010C
Barium	28.8	4.4			mg/kg	SW846 6010C
Chromium	8.7	0.87			mg/kg	SW846 6010C
Lead	20.3	0.87			mg/kg	SW846 6010C
Mercury	0.67	0.033			mg/kg	SW846 7471B

Summary of Hits

Job Number: MC48547
Account: Plumley Engineering, P.C.
Project: Solar Street, 156-158 Solar Street, Syracuse, NY
Collected: 10/27/16

Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
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MC48547-8 B-6(12-16)

n-Butylbenzene ^b	0.862	0.28			mg/kg	SW846 8260C
sec-Butylbenzene ^b	0.880	0.28			mg/kg	SW846 8260C
tert-Butylbenzene ^b	0.386	0.28			mg/kg	SW846 8260C
Isopropylbenzene ^b	0.634	0.28			mg/kg	SW846 8260C
p-Isopropyltoluene ^b	0.460	0.28			mg/kg	SW846 8260C
Naphthalene ^b	0.375	0.28			mg/kg	SW846 8260C
n-Propylbenzene ^b	1.16	0.28			mg/kg	SW846 8260C
Acenaphthene	0.194	0.11			mg/kg	SW846 8270D
Anthracene	0.145	0.11			mg/kg	SW846 8270D
Fluoranthene	0.202	0.11			mg/kg	SW846 8270D
Phenanthrene	0.221	0.11			mg/kg	SW846 8270D
Pyrene	0.321	0.11			mg/kg	SW846 8270D

MC48547-9 B-7(0-2)

Acenaphthylene	0.145	0.11			mg/kg	SW846 8270D
Anthracene	0.290	0.11			mg/kg	SW846 8270D
Benzo(a)anthracene	0.854	0.11			mg/kg	SW846 8270D
Benzo(a)pyrene	0.625	0.28			mg/kg	SW846 8270D
Benzo(b)fluoranthene	0.710	0.11			mg/kg	SW846 8270D
Benzo(g,h,i)perylene	0.377	0.11			mg/kg	SW846 8270D
Benzo(k)fluoranthene	0.635	0.11			mg/kg	SW846 8270D
Chrysene	1.12	0.11			mg/kg	SW846 8270D
Dibenzo(a,h)anthracene	0.152	0.11			mg/kg	SW846 8270D
Fluoranthene	1.76	0.11			mg/kg	SW846 8270D
Fluorene	0.128	0.11			mg/kg	SW846 8270D
Indeno(1,2,3-cd)pyrene	0.395	0.28			mg/kg	SW846 8270D
Naphthalene	0.387	0.11			mg/kg	SW846 8270D
Phenanthrene	1.70	0.11			mg/kg	SW846 8270D
Pyrene	1.46	0.11			mg/kg	SW846 8270D
Arsenic	15.2	0.93			mg/kg	SW846 6010C
Barium	150	4.7			mg/kg	SW846 6010C
Chromium	25.9	0.93			mg/kg	SW846 6010C
Lead	210	0.93			mg/kg	SW846 6010C
Mercury	0.70	0.036			mg/kg	SW846 7471B

MC48547-10 B-3(4-8)

Acetone ^a	0.0234	0.012			mg/kg	SW846 8260C
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(a) Analytical results based on analysis of intact sample. Sample results may be biased low due to sample not being preserved according to 5035-L/5035A-L specifications. Initial Calibration Verification outside of acceptance criteria. Sample result may be biased high.

Summary of Hits

Job Number: MC48547
Account: Plumley Engineering, P.C.
Project: Solar Street, 156-158 Solar Street, Syracuse, NY
Collected: 10/27/16

Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
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(b) Analytical results based on analysis of intact sample. Sample results may be biased low due to sample not being preserved according to 5035-L/5035A-L specifications.

Sample Results

Report of Analysis

Report of Analysis

Client Sample ID: B-1(0-2)		Date Sampled: 10/27/16
Lab Sample ID: MC48547-1		Date Received: 11/01/16
Matrix: SO - Soil		Percent Solids: 84.3
Method: SW846 8270D SW846 3546		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	W30790.D	1	11/07/16	MR	11/01/16	OP49057	MSW1248
Run #2							

Run #1	Initial Weight	Final Volume
Run #1	20.3 g	1.0 ml
Run #2		

BN STARS List

CAS No.	Compound	Result	RL	Units	Q
83-32-9	Acenaphthene	ND	0.12	mg/kg	
208-96-8	Acenaphthylene	0.219	0.12	mg/kg	
120-12-7	Anthracene	ND	0.12	mg/kg	
56-55-3	Benzo(a)anthracene	0.352	0.12	mg/kg	
50-32-8	Benzo(a)pyrene	0.332	0.29	mg/kg	
205-99-2	Benzo(b)fluoranthene	0.364	0.12	mg/kg	
191-24-2	Benzo(g,h,i)perylene	0.199	0.12	mg/kg	
207-08-9	Benzo(k)fluoranthene	0.302	0.12	mg/kg	
218-01-9	Chrysene	0.465	0.12	mg/kg	
53-70-3	Dibenzo(a,h)anthracene	ND	0.12	mg/kg	
206-44-0	Fluoranthene	0.637	0.12	mg/kg	
86-73-7	Fluorene	ND	0.12	mg/kg	
193-39-5	Indeno(1,2,3-cd)pyrene	ND	0.29	mg/kg	
91-20-3	Naphthalene	0.542	0.12	mg/kg	
85-01-8	Phenanthrene	0.800	0.12	mg/kg	
129-00-0	Pyrene	0.662	0.12	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
4165-60-0	Nitrobenzene-d5	68%		27-115%
321-60-8	2-Fluorobiphenyl	85%		34-118%
1718-51-0	Terphenyl-d14	98%		42-139%

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-1(0-2)		Date Sampled: 10/27/16
Lab Sample ID: MC48547-1		Date Received: 11/01/16
Matrix: SO - Soil		Percent Solids: 84.3
Method: SW846 8082A SW846 3546		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	BK62834.D	1	11/04/16	TA	11/02/16	OP49055	GBK1979
Run #2							

Run #1	Initial Weight	Final Volume
Run #1	15.6 g	10.0 ml
Run #2		

PCB List

CAS No.	Compound	Result	RL	Units	Q
12674-11-2	Aroclor 1016	ND	0.038	mg/kg	
11104-28-2	Aroclor 1221	ND	0.038	mg/kg	
11141-16-5	Aroclor 1232	ND	0.038	mg/kg	
53469-21-9	Aroclor 1242	ND	0.038	mg/kg	
12672-29-6	Aroclor 1248	ND	0.038	mg/kg	
11097-69-1	Aroclor 1254	ND	0.038	mg/kg	
11096-82-5	Aroclor 1260	ND	0.038	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
877-09-8	Tetrachloro-m-xylene	82%		25-145%
877-09-8	Tetrachloro-m-xylene	81%		25-145%
2051-24-3	Decachlorobiphenyl	99%		25-179%
2051-24-3	Decachlorobiphenyl	96%		25-179%

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

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3

Client Sample ID: B-1(0-2) Lab Sample ID: MC48547-1 Matrix: SO - Soil Project: Solar Street, 156-158 Solar Street, Syracuse, NY	Date Sampled: 10/27/16 Date Received: 11/01/16 Percent Solids: 84.3
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Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	5.2	0.89	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Barium	60.8	4.5	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Cadmium	< 0.36	0.36	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Chromium	14.5	0.89	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Lead	20.4	0.89	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Mercury	0.24	0.035	mg/kg	1	11/04/16	11/07/16 EAL	SW846 7471B ²	SW846 7471B ⁴
Selenium	< 0.89	0.89	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Silver	< 0.45	0.45	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³

- (1) Instrument QC Batch: MA19589
- (2) Instrument QC Batch: MA19598
- (3) Prep QC Batch: MP26974
- (4) Prep QC Batch: MP26984

RL = Reporting Limit

Report of Analysis

Client Sample ID: B-2(16-20)		Date Sampled: 10/27/16
Lab Sample ID: MC48547-2		Date Received: 11/01/16
Matrix: SO - Soil		Percent Solids: 89.5
Method: SW846 8260C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1 ^a	M81736.D	1	11/07/16	KP	n/a	n/a	MSM2930
Run #2							

Run #	Initial Weight	Final Volume
Run #1	5.88 g	5.0 ml
Run #2		

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
67-64-1	Acetone	ND	0.0095	mg/kg	
71-43-2	Benzene	ND	0.00095	mg/kg	
75-27-4	Bromodichloromethane	ND	0.0019	mg/kg	
75-25-2	Bromoform	ND	0.0019	mg/kg	
74-83-9	Bromomethane ^b	ND	0.0095	mg/kg	
78-93-3	2-Butanone (MEK)	ND	0.0095	mg/kg	
104-51-8	n-Butylbenzene	ND	0.0047	mg/kg	
135-98-8	sec-Butylbenzene	ND	0.0047	mg/kg	
98-06-6	tert-Butylbenzene	ND	0.0047	mg/kg	
75-15-0	Carbon disulfide	ND	0.0047	mg/kg	
56-23-5	Carbon tetrachloride	ND	0.0019	mg/kg	
108-90-7	Chlorobenzene	ND	0.0019	mg/kg	
75-00-3	Chloroethane	ND	0.0095	mg/kg	
67-66-3	Chloroform	ND	0.0019	mg/kg	
74-87-3	Chloromethane	ND	0.0047	mg/kg	
124-48-1	Dibromochloromethane	ND	0.0047	mg/kg	
75-34-3	1,1-Dichloroethane	ND	0.0019	mg/kg	
107-06-2	1,2-Dichloroethane	ND	0.0019	mg/kg	
75-35-4	1,1-Dichloroethene	ND	0.0019	mg/kg	
156-59-2	cis-1,2-Dichloroethene	ND	0.0019	mg/kg	
156-60-5	trans-1,2-Dichloroethene	ND	0.0019	mg/kg	
540-59-0	1,2-Dichloroethene (total)	ND	0.0019	mg/kg	
78-87-5	1,2-Dichloropropane	ND	0.0019	mg/kg	
10061-01-5	cis-1,3-Dichloropropene	ND	0.0019	mg/kg	
10061-02-6	trans-1,3-Dichloropropene	ND	0.0019	mg/kg	
100-41-4	Ethylbenzene	ND	0.0019	mg/kg	
591-78-6	2-Hexanone	ND	0.0047	mg/kg	
98-82-8	Isopropylbenzene	ND	0.0047	mg/kg	
99-87-6	p-Isopropyltoluene	ND	0.0047	mg/kg	
1634-04-4	Methyl Tert Butyl Ether	ND	0.0019	mg/kg	
108-10-1	4-Methyl-2-pentanone (MIBK)	ND	0.0047	mg/kg	
75-09-2	Methylene chloride	ND	0.0019	mg/kg	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-2(16-20)	
Lab Sample ID: MC48547-2	Date Sampled: 10/27/16
Matrix: SO - Soil	Date Received: 11/01/16
Method: SW846 8260C	Percent Solids: 89.5
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
91-20-3	Naphthalene	ND	0.0047	mg/kg	
103-65-1	n-Propylbenzene	ND	0.0047	mg/kg	
100-42-5	Styrene	ND	0.0047	mg/kg	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.0047	mg/kg	
127-18-4	Tetrachloroethene	ND	0.0019	mg/kg	
108-88-3	Toluene	ND	0.0047	mg/kg	
71-55-6	1,1,1-Trichloroethane	ND	0.0019	mg/kg	
79-00-5	1,1,2-Trichloroethane	ND	0.0019	mg/kg	
79-01-6	Trichloroethene	ND	0.0019	mg/kg	
95-63-6	1,2,4-Trimethylbenzene	ND	0.0047	mg/kg	
108-67-8	1,3,5-Trimethylbenzene	ND	0.0047	mg/kg	
75-01-4	Vinyl chloride	ND	0.0095	mg/kg	
	m,p-Xylene	ND	0.0019	mg/kg	
95-47-6	o-Xylene	ND	0.0019	mg/kg	
1330-20-7	Xylene (total)	ND	0.0019	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
1868-53-7	Dibromofluoromethane	104%		65-141%
2037-26-5	Toluene-D8	100%		65-129%
460-00-4	4-Bromofluorobenzene	114%		63-137%

- (a) Analytical results based on analysis of intact sample. Sample results may be biased low due to sample not being preserved according to 5035-L/5035A-L specifications.
- (b) Continuing Calibration outside of acceptance criteria. Reporting Limit response verified by low-level standard.

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-3(0-2)	Date Sampled: 10/27/16
Lab Sample ID: MC48547-3	Date Received: 11/01/16
Matrix: SO - Soil	Percent Solids: 90.3
Method: SW846 8082A SW846 3546	
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	BK62835.D	1	11/04/16	TA	11/02/16	OP49055	GBK1979
Run #2							

Run #1	Initial Weight	Final Volume
Run #1	15.8 g	10.0 ml
Run #2		

PCB List

CAS No.	Compound	Result	RL	Units	Q
12674-11-2	Aroclor 1016	ND	0.035	mg/kg	
11104-28-2	Aroclor 1221	ND	0.035	mg/kg	
11141-16-5	Aroclor 1232	ND	0.035	mg/kg	
53469-21-9	Aroclor 1242	ND	0.035	mg/kg	
12672-29-6	Aroclor 1248	ND	0.035	mg/kg	
11097-69-1	Aroclor 1254	ND	0.035	mg/kg	
11096-82-5	Aroclor 1260	ND	0.035	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
877-09-8	Tetrachloro-m-xylene	84%		25-145%
877-09-8	Tetrachloro-m-xylene	79%		25-145%
2051-24-3	Decachlorobiphenyl	102%		25-179%
2051-24-3	Decachlorobiphenyl	98%		25-179%

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-3(0-2)	Date Sampled: 10/27/16
Lab Sample ID: MC48547-3	Date Received: 11/01/16
Matrix: SO - Soil	Percent Solids: 90.3
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	9.9	0.89	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Barium	461	4.5	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Cadmium	0.75	0.36	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Chromium	11.7	0.89	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Lead	243	0.89	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Mercury	0.32	0.034	mg/kg	1	11/04/16	11/07/16 EAL	SW846 7471B ²	SW846 7471B ⁴
Selenium	4.1	0.89	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Silver	< 0.45	0.45	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³

- (1) Instrument QC Batch: MA19589
- (2) Instrument QC Batch: MA19598
- (3) Prep QC Batch: MP26974
- (4) Prep QC Batch: MP26984

RL = Reporting Limit

Report of Analysis

Client Sample ID: B-4(4-8)		Date Sampled: 10/27/16
Lab Sample ID: MC48547-4		Date Received: 11/01/16
Matrix: SO - Soil		Percent Solids: 80.3
Method: SW846 8260C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1 ^a	M81738.D	1	11/07/16	KP	n/a	n/a	MSM2930
Run #2 ^a	M81757.D	1	11/08/16	KP	n/a	n/a	MSM2931

	Initial Weight	Final Volume
Run #1	6.28 g	5.0 ml
Run #2	5.72 g	5.0 ml

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
67-64-1	Acetone ^b	0.0217	0.0099	mg/kg	
71-43-2	Benzene	ND	0.00099	mg/kg	
75-27-4	Bromodichloromethane	ND	0.0020	mg/kg	
75-25-2	Bromoform	ND	0.0020	mg/kg	
74-83-9	Bromomethane ^c	ND	0.0099	mg/kg	
78-93-3	2-Butanone (MEK)	ND	0.0099	mg/kg	
104-51-8	n-Butylbenzene	0.0309 ^d	0.0054	mg/kg	
135-98-8	sec-Butylbenzene	0.0826	0.0050	mg/kg	
98-06-6	tert-Butylbenzene	0.0090	0.0050	mg/kg	
75-15-0	Carbon disulfide	ND	0.0050	mg/kg	
56-23-5	Carbon tetrachloride	ND	0.0020	mg/kg	
108-90-7	Chlorobenzene	ND	0.0020	mg/kg	
75-00-3	Chloroethane	ND	0.0099	mg/kg	
67-66-3	Chloroform	ND	0.0020	mg/kg	
74-87-3	Chloromethane	ND	0.0050	mg/kg	
124-48-1	Dibromochloromethane	ND	0.0050	mg/kg	
75-34-3	1,1-Dichloroethane	ND	0.0020	mg/kg	
107-06-2	1,2-Dichloroethane	ND	0.0020	mg/kg	
75-35-4	1,1-Dichloroethene	ND	0.0020	mg/kg	
156-59-2	cis-1,2-Dichloroethene	ND	0.0020	mg/kg	
156-60-5	trans-1,2-Dichloroethene	ND	0.0020	mg/kg	
540-59-0	1,2-Dichloroethene (total)	ND	0.0020	mg/kg	
78-87-5	1,2-Dichloropropane	ND	0.0020	mg/kg	
10061-01-5	cis-1,3-Dichloropropene	ND	0.0020	mg/kg	
10061-02-6	trans-1,3-Dichloropropene	ND	0.0020	mg/kg	
100-41-4	Ethylbenzene	ND	0.0020	mg/kg	
591-78-6	2-Hexanone	ND	0.0050	mg/kg	
98-82-8	Isopropylbenzene	0.0126	0.0050	mg/kg	
99-87-6	p-Isopropyltoluene	ND	0.0050	mg/kg	
1634-04-4	Methyl Tert Butyl Ether	ND	0.0020	mg/kg	
108-10-1	4-Methyl-2-pentanone (MIBK)	ND	0.0050	mg/kg	
75-09-2	Methylene chloride	ND	0.0020	mg/kg	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-4(4-8)	
Lab Sample ID: MC48547-4	Date Sampled: 10/27/16
Matrix: SO - Soil	Date Received: 11/01/16
Method: SW846 8260C	Percent Solids: 80.3
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
91-20-3	Naphthalene	ND	0.0050	mg/kg	
103-65-1	n-Propylbenzene	0.0099 ^d	0.0054	mg/kg	
100-42-5	Styrene	ND	0.0050	mg/kg	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.0050	mg/kg	
127-18-4	Tetrachloroethene	ND	0.0020	mg/kg	
108-88-3	Toluene	ND	0.0050	mg/kg	
71-55-6	1,1,1-Trichloroethane	ND	0.0020	mg/kg	
79-00-5	1,1,2-Trichloroethane	0.0287	0.0020	mg/kg	
79-01-6	Trichloroethene	ND	0.0020	mg/kg	
95-63-6	1,2,4-Trimethylbenzene	ND	0.0050	mg/kg	
108-67-8	1,3,5-Trimethylbenzene	ND	0.0050	mg/kg	
75-01-4	Vinyl chloride	ND	0.0099	mg/kg	
	m,p-Xylene	ND	0.0020	mg/kg	
95-47-6	o-Xylene	ND	0.0020	mg/kg	
1330-20-7	Xylene (total)	ND	0.0020	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
1868-53-7	Dibromofluoromethane	101%	97%	65-141%
2037-26-5	Toluene-D8	116%	111%	65-129%
460-00-4	4-Bromofluorobenzene	113%	107%	63-137%

- (a) Analytical results based on analysis of intact sample. Sample results may be biased low due to sample not being preserved according to 5035-L/5035A-L specifications.
- (b) Initial Calibration Verification outside of acceptance criteria. Sample result may be biased high.
- (c) Continuing Calibration outside of acceptance criteria. Reporting Limit response verified by low-level standard.
- (d) Result is from Run# 2

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-4(4-8)		Date Sampled: 10/27/16
Lab Sample ID: MC48547-4		Date Received: 11/01/16
Matrix: SO - Soil		Percent Solids: 80.3
Method: SW846 8270D SW846 3546		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	W30791.D	1	11/07/16	MR	11/01/16	OP49057	MSW1248
Run #2							

Run #	Initial Weight	Final Volume
Run #1	20.1 g	1.0 ml
Run #2		

BN STARS List

CAS No.	Compound	Result	RL	Units	Q
83-32-9	Acenaphthene	ND	0.12	mg/kg	
208-96-8	Acenaphthylene	ND	0.12	mg/kg	
120-12-7	Anthracene	ND	0.12	mg/kg	
56-55-3	Benzo(a)anthracene	ND	0.12	mg/kg	
50-32-8	Benzo(a)pyrene	ND	0.31	mg/kg	
205-99-2	Benzo(b)fluoranthene	ND	0.12	mg/kg	
191-24-2	Benzo(g,h,i)perylene	ND	0.12	mg/kg	
207-08-9	Benzo(k)fluoranthene	ND	0.12	mg/kg	
218-01-9	Chrysene	ND	0.12	mg/kg	
53-70-3	Dibenzo(a,h)anthracene	ND	0.12	mg/kg	
206-44-0	Fluoranthene	0.176	0.12	mg/kg	
86-73-7	Fluorene	ND	0.12	mg/kg	
193-39-5	Indeno(1,2,3-cd)pyrene	ND	0.31	mg/kg	
91-20-3	Naphthalene	ND	0.12	mg/kg	
85-01-8	Phenanthrene	0.237	0.12	mg/kg	
129-00-0	Pyrene	0.182	0.12	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
4165-60-0	Nitrobenzene-d5	68%		27-115%
321-60-8	2-Fluorobiphenyl	84%		34-118%
1718-51-0	Terphenyl-d14	105%		42-139%

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

3.5
3

Client Sample ID: B-5(0-2)	
Lab Sample ID: MC48547-5	Date Sampled: 10/27/16
Matrix: SO - Soil	Date Received: 11/01/16
Method: SW846 8082A SW846 3546	Percent Solids: 82.2
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	BK62836.D	1	11/04/16	TA	11/02/16	OP49055	GBK1979
Run #2							

Run #1	Initial Weight	Final Volume
Run #1	15.1 g	10.0 ml
Run #2		

PCB List

CAS No.	Compound	Result	RL	Units	Q
12674-11-2	Aroclor 1016	ND	0.040	mg/kg	
11104-28-2	Aroclor 1221	ND	0.040	mg/kg	
11141-16-5	Aroclor 1232	ND	0.040	mg/kg	
53469-21-9	Aroclor 1242	ND	0.040	mg/kg	
12672-29-6	Aroclor 1248	ND	0.040	mg/kg	
11097-69-1	Aroclor 1254	ND	0.040	mg/kg	
11096-82-5	Aroclor 1260	ND	0.040	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
877-09-8	Tetrachloro-m-xylene	85%		25-145%
877-09-8	Tetrachloro-m-xylene	80%		25-145%
2051-24-3	Decachlorobiphenyl	94%		25-179%
2051-24-3	Decachlorobiphenyl	84%		25-179%

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-5(0-2)	Date Sampled: 10/27/16
Lab Sample ID: MC48547-5	Date Received: 11/01/16
Matrix: SO - Soil	Percent Solids: 82.2
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	8.7	0.96	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Barium	298	4.8	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Cadmium	< 0.38	0.38	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Chromium	9.9	0.96	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Lead	77.2	0.96	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Mercury	0.088	0.037	mg/kg	1	11/04/16	11/07/16 EAL	SW846 7471B ²	SW846 7471B ⁴
Selenium	0.96	0.96	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Silver	< 0.48	0.48	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³

- (1) Instrument QC Batch: MA19589
- (2) Instrument QC Batch: MA19598
- (3) Prep QC Batch: MP26974
- (4) Prep QC Batch: MP26984

RL = Reporting Limit

Report of Analysis

Client Sample ID: B-5(12-16)	
Lab Sample ID: MC48547-6	Date Sampled: 10/27/16
Matrix: SO - Soil	Date Received: 11/01/16
Method: SW846 8260C	Percent Solids: 92.0
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

Run #	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1 ^a	L101266.D	1	11/07/16	TB	n/a	n/a	MSL4376
Run #2							

Run #	Initial Weight	Final Volume	Methanol Aliquot
Run #1	10.1 g	10.0 ml	50.0 ul
Run #2			

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
67-64-1	Acetone	ND	1.2	mg/kg	
71-43-2	Benzene	ND	0.12	mg/kg	
75-27-4	Bromodichloromethane	ND	0.23	mg/kg	
75-25-2	Bromoform	ND	0.23	mg/kg	
74-83-9	Bromomethane	ND	1.2	mg/kg	
78-93-3	2-Butanone (MEK)	ND	1.2	mg/kg	
104-51-8	n-Butylbenzene	1.07	0.58	mg/kg	
135-98-8	sec-Butylbenzene	0.794	0.58	mg/kg	
98-06-6	tert-Butylbenzene	ND	0.58	mg/kg	
75-15-0	Carbon disulfide	ND	0.58	mg/kg	
56-23-5	Carbon tetrachloride	ND	0.23	mg/kg	
108-90-7	Chlorobenzene	ND	0.23	mg/kg	
75-00-3	Chloroethane	ND	1.2	mg/kg	
67-66-3	Chloroform	ND	0.23	mg/kg	
74-87-3	Chloromethane	ND	0.58	mg/kg	
124-48-1	Dibromochloromethane	ND	0.58	mg/kg	
75-34-3	1,1-Dichloroethane	ND	0.23	mg/kg	
107-06-2	1,2-Dichloroethane	ND	0.23	mg/kg	
75-35-4	1,1-Dichloroethene	ND	0.23	mg/kg	
156-59-2	cis-1,2-Dichloroethene	ND	0.23	mg/kg	
156-60-5	trans-1,2-Dichloroethene	ND	0.23	mg/kg	
540-59-0	1,2-Dichloroethene (total)	ND	0.23	mg/kg	
78-87-5	1,2-Dichloropropane	ND	0.23	mg/kg	
10061-01-5	cis-1,3-Dichloropropene	ND	0.23	mg/kg	
10061-02-6	trans-1,3-Dichloropropene	ND	0.23	mg/kg	
100-41-4	Ethylbenzene	1.01	0.23	mg/kg	
591-78-6	2-Hexanone	ND	0.58	mg/kg	
98-82-8	Isopropylbenzene	0.976	0.58	mg/kg	
99-87-6	p-Isopropyltoluene	1.28	0.58	mg/kg	
1634-04-4	Methyl Tert Butyl Ether	ND	0.23	mg/kg	
108-10-1	4-Methyl-2-pentanone (MIBK)	ND	0.58	mg/kg	
75-09-2	Methylene chloride	ND	0.23	mg/kg	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-5(12-16)	
Lab Sample ID: MC48547-6	Date Sampled: 10/27/16
Matrix: SO - Soil	Date Received: 11/01/16
Method: SW846 8260C	Percent Solids: 92.0
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
91-20-3	Naphthalene	3.42	0.58	mg/kg	
103-65-1	n-Propylbenzene	1.57	0.58	mg/kg	
100-42-5	Styrene	ND	0.58	mg/kg	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.58	mg/kg	
127-18-4	Tetrachloroethene	ND	0.23	mg/kg	
108-88-3	Toluene	ND	0.58	mg/kg	
71-55-6	1,1,1-Trichloroethane	ND	0.23	mg/kg	
79-00-5	1,1,2-Trichloroethane	ND	0.23	mg/kg	
79-01-6	Trichloroethene	ND	0.23	mg/kg	
95-63-6	1,2,4-Trimethylbenzene	7.46	0.58	mg/kg	
108-67-8	1,3,5-Trimethylbenzene	ND	0.58	mg/kg	
75-01-4	Vinyl chloride	ND	1.2	mg/kg	
	m,p-Xylene	ND	0.23	mg/kg	
95-47-6	o-Xylene	ND	0.23	mg/kg	
1330-20-7	Xylene (total)	ND	0.23	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
1868-53-7	Dibromofluoromethane	97%		65-141%
2037-26-5	Toluene-D8	112%		65-129%
460-00-4	4-Bromofluorobenzene	101%		63-137%

(a) Analytical results based on analysis of intact sample. Sample results may be biased low due to sample not being preserved according to 5035-L/5035A-L specifications.

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-5(12-16)		Date Sampled: 10/27/16
Lab Sample ID: MC48547-6		Date Received: 11/01/16
Matrix: SO - Soil		Percent Solids: 92.0
Method: SW846 8270D SW846 3546		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	W30792.D	1	11/07/16	MR	11/01/16	OP49057	MSW1248
Run #2							

Run #1	Initial Weight	Final Volume
Run #1	20.9 g	1.0 ml
Run #2		

BN STARS List

CAS No.	Compound	Result	RL	Units	Q
83-32-9	Acenaphthene	0.233	0.10	mg/kg	
208-96-8	Acenaphthylene	ND	0.10	mg/kg	
120-12-7	Anthracene	0.123	0.10	mg/kg	
56-55-3	Benzo(a)anthracene	ND	0.10	mg/kg	
50-32-8	Benzo(a)pyrene	ND	0.26	mg/kg	
205-99-2	Benzo(b)fluoranthene	ND	0.10	mg/kg	
191-24-2	Benzo(g,h,i)perylene	ND	0.10	mg/kg	
207-08-9	Benzo(k)fluoranthene	ND	0.10	mg/kg	
218-01-9	Chrysene	ND	0.10	mg/kg	
53-70-3	Dibenzo(a,h)anthracene	ND	0.10	mg/kg	
206-44-0	Fluoranthene	0.138	0.10	mg/kg	
86-73-7	Fluorene	0.148	0.10	mg/kg	
193-39-5	Indeno(1,2,3-cd)pyrene	ND	0.26	mg/kg	
91-20-3	Naphthalene	1.21	0.10	mg/kg	
85-01-8	Phenanthrene	0.445	0.10	mg/kg	
129-00-0	Pyrene	0.234	0.10	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
4165-60-0	Nitrobenzene-d5	79%		27-115%
321-60-8	2-Fluorobiphenyl	94%		34-118%
1718-51-0	Terphenyl-d14	113%		42-139%

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-6(0-2)		Date Sampled: 10/27/16
Lab Sample ID: MC48547-7		Date Received: 11/01/16
Matrix: SO - Soil		Percent Solids: 93.7
Method: SW846 8270D SW846 3546		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	W30795.D	1	11/07/16	MR	11/01/16	OP49057	MSW1249
Run #2							

Run #	Initial Weight	Final Volume
Run #1	20.8 g	1.0 ml
Run #2		

BN STARS List

CAS No.	Compound	Result	RL	Units	Q
83-32-9	Acenaphthene	ND	0.10	mg/kg	
208-96-8	Acenaphthylene	ND	0.10	mg/kg	
120-12-7	Anthracene	ND	0.10	mg/kg	
56-55-3	Benzo(a)anthracene	0.344	0.10	mg/kg	
50-32-8	Benzo(a)pyrene	0.408	0.26	mg/kg	
205-99-2	Benzo(b)fluoranthene	0.322	0.10	mg/kg	
191-24-2	Benzo(g,h,i)perylene	0.250	0.10	mg/kg	
207-08-9	Benzo(k)fluoranthene	0.332	0.10	mg/kg	
218-01-9	Chrysene	0.310	0.10	mg/kg	
53-70-3	Dibenzo(a,h)anthracene	ND	0.10	mg/kg	
206-44-0	Fluoranthene	0.499	0.10	mg/kg	
86-73-7	Fluorene	ND	0.10	mg/kg	
193-39-5	Indeno(1,2,3-cd)pyrene	ND	0.26	mg/kg	
91-20-3	Naphthalene	ND	0.10	mg/kg	
85-01-8	Phenanthrene	0.145	0.10	mg/kg	
129-00-0	Pyrene	0.504	0.10	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
4165-60-0	Nitrobenzene-d5	73%		27-115%
321-60-8	2-Fluorobiphenyl	90%		34-118%
1718-51-0	Terphenyl-d14	105%		42-139%

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

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Client Sample ID: B-6(0-2)	Date Sampled: 10/27/16
Lab Sample ID: MC48547-7	Date Received: 11/01/16
Matrix: SO - Soil	Percent Solids: 93.7
Method: SW846 8082A SW846 3546	
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	BK62837.D	1	11/05/16	TA	11/02/16	OP49055	GBK1979
Run #2							

Run #1	Initial Weight	Final Volume
Run #1	15.9 g	10.0 ml
Run #2		

PCB List

CAS No.	Compound	Result	RL	Units	Q
12674-11-2	Aroclor 1016	ND	0.034	mg/kg	
11104-28-2	Aroclor 1221	ND	0.034	mg/kg	
11141-16-5	Aroclor 1232	ND	0.034	mg/kg	
53469-21-9	Aroclor 1242	ND	0.034	mg/kg	
12672-29-6	Aroclor 1248	ND	0.034	mg/kg	
11097-69-1	Aroclor 1254	ND	0.034	mg/kg	
11096-82-5	Aroclor 1260	ND	0.034	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
877-09-8	Tetrachloro-m-xylene	89%		25-145%
877-09-8	Tetrachloro-m-xylene	91%		25-145%
2051-24-3	Decachlorobiphenyl	98%		25-179%
2051-24-3	Decachlorobiphenyl	94%		25-179%

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-6(0-2)	Date Sampled: 10/27/16
Lab Sample ID: MC48547-7	Date Received: 11/01/16
Matrix: SO - Soil	Percent Solids: 93.7
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	3.8	0.87	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Barium	28.8	4.4	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Cadmium	< 0.35	0.35	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Chromium	8.7	0.87	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Lead	20.3	0.87	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Mercury	0.67	0.033	mg/kg	1	11/04/16	11/07/16 EAL	SW846 7471B ²	SW846 7471B ⁴
Selenium	< 0.87	0.87	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³
Silver	< 0.44	0.44	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ³

- (1) Instrument QC Batch: MA19589
- (2) Instrument QC Batch: MA19598
- (3) Prep QC Batch: MP26974
- (4) Prep QC Batch: MP26984

RL = Reporting Limit

Report of Analysis

Client Sample ID:	B-6(12-16)	Date Sampled:	10/27/16
Lab Sample ID:	MC48547-8	Date Received:	11/01/16
Matrix:	SO - Soil	Percent Solids:	91.2
Method:	SW846 8260C		
Project:	Solar Street, 156-158 Solar Street, Syracuse, NY		

	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1 ^a	L101267.D	1	11/07/16	TB	n/a	n/a	MSL4376
Run #2 ^b	L101282.D	1	11/08/16	TB	n/a	n/a	MSL4377

	Initial Weight	Final Volume	Methanol Aliquot
Run #1	10.7 g	10.0 ml	100 ul
Run #2	10.7 g	10.0 ml	25.0 ul

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
67-64-1	Acetone	ND	0.56	mg/kg	
71-43-2	Benzene	ND	0.056	mg/kg	
75-27-4	Bromodichloromethane	ND	0.11	mg/kg	
75-25-2	Bromoform	ND	0.11	mg/kg	
74-83-9	Bromomethane	ND	0.56	mg/kg	
78-93-3	2-Butanone (MEK)	ND	0.56	mg/kg	
104-51-8	n-Butylbenzene	0.862	0.28	mg/kg	
135-98-8	sec-Butylbenzene	0.880	0.28	mg/kg	
98-06-6	tert-Butylbenzene	0.386	0.28	mg/kg	
75-15-0	Carbon disulfide	ND	0.28	mg/kg	
56-23-5	Carbon tetrachloride	ND	0.11	mg/kg	
108-90-7	Chlorobenzene	ND	0.11	mg/kg	
75-00-3	Chloroethane	ND	0.56	mg/kg	
67-66-3	Chloroform	ND	0.11	mg/kg	
74-87-3	Chloromethane	ND	0.28	mg/kg	
124-48-1	Dibromochloromethane	ND	0.28	mg/kg	
75-34-3	1,1-Dichloroethane	ND	0.11	mg/kg	
107-06-2	1,2-Dichloroethane	ND	0.11	mg/kg	
75-35-4	1,1-Dichloroethene	ND	0.11	mg/kg	
156-59-2	cis-1,2-Dichloroethene	ND	0.11	mg/kg	
156-60-5	trans-1,2-Dichloroethene	ND	0.11	mg/kg	
540-59-0	1,2-Dichloroethene (total)	ND	0.11	mg/kg	
78-87-5	1,2-Dichloropropane	ND	0.11	mg/kg	
10061-01-5	cis-1,3-Dichloropropene	ND	0.11	mg/kg	
10061-02-6	trans-1,3-Dichloropropene	ND	0.11	mg/kg	
100-41-4	Ethylbenzene	ND	0.11	mg/kg	
591-78-6	2-Hexanone	ND	0.28	mg/kg	
98-82-8	Isopropylbenzene	0.634	0.28	mg/kg	
99-87-6	p-Isopropyltoluene	0.460	0.28	mg/kg	
1634-04-4	Methyl Tert Butyl Ether	ND	0.11	mg/kg	
108-10-1	4-Methyl-2-pentanone (MIBK)	ND	0.28	mg/kg	
75-09-2	Methylene chloride	ND	0.11	mg/kg	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-6(12-16)	
Lab Sample ID: MC48547-8	Date Sampled: 10/27/16
Matrix: SO - Soil	Date Received: 11/01/16
Method: SW846 8260C	Percent Solids: 91.2
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
91-20-3	Naphthalene	0.375	0.28	mg/kg	
103-65-1	n-Propylbenzene	1.16	0.28	mg/kg	
100-42-5	Styrene	ND	0.28	mg/kg	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.28	mg/kg	
127-18-4	Tetrachloroethene	ND	0.11	mg/kg	
108-88-3	Toluene	ND	0.28	mg/kg	
71-55-6	1,1,1-Trichloroethane	ND	0.11	mg/kg	
79-00-5	1,1,2-Trichloroethane	ND	0.11	mg/kg	
79-01-6	Trichloroethene	ND	0.11	mg/kg	
95-63-6	1,2,4-Trimethylbenzene	ND	0.28	mg/kg	
108-67-8	1,3,5-Trimethylbenzene	ND	0.28	mg/kg	
75-01-4	Vinyl chloride	ND	0.56	mg/kg	
	m,p-Xylene	ND	0.11	mg/kg	
95-47-6	o-Xylene	ND	0.11	mg/kg	
1330-20-7	Xylene (total)	ND	0.11	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
1868-53-7	Dibromofluoromethane	90%	106%	65-141%
2037-26-5	Toluene-D8	129%	112%	65-129%
460-00-4	4-Bromofluorobenzene	114%	101%	63-137%

- (a) Analytical results based on analysis of intact sample. Sample results may be biased low due to sample not being preserved according to 5035-L/5035A-L specifications.
- (b) Confirmation run for internal standard areas.

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

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3

Client Sample ID: B-6(12-16)		Date Sampled: 10/27/16
Lab Sample ID: MC48547-8		Date Received: 11/01/16
Matrix: SO - Soil		Percent Solids: 91.2
Method: SW846 8270D SW846 3546		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	W30796.D	1	11/07/16	MR	11/01/16	OP49057	MSW1249
Run #2							

Run #1	Initial Weight	Final Volume
Run #1	20.3 g	1.0 ml
Run #2		

BN STARS List

CAS No.	Compound	Result	RL	Units	Q
83-32-9	Acenaphthene	0.194	0.11	mg/kg	
208-96-8	Acenaphthylene	ND	0.11	mg/kg	
120-12-7	Anthracene	0.145	0.11	mg/kg	
56-55-3	Benzo(a)anthracene	ND	0.11	mg/kg	
50-32-8	Benzo(a)pyrene	ND	0.27	mg/kg	
205-99-2	Benzo(b)fluoranthene	ND	0.11	mg/kg	
191-24-2	Benzo(g,h,i)perylene	ND	0.11	mg/kg	
207-08-9	Benzo(k)fluoranthene	ND	0.11	mg/kg	
218-01-9	Chrysene	ND	0.11	mg/kg	
53-70-3	Dibenzo(a,h)anthracene	ND	0.11	mg/kg	
206-44-0	Fluoranthene	0.202	0.11	mg/kg	
86-73-7	Fluorene	ND	0.11	mg/kg	
193-39-5	Indeno(1,2,3-cd)pyrene	ND	0.27	mg/kg	
91-20-3	Naphthalene	ND	0.11	mg/kg	
85-01-8	Phenanthrene	0.221	0.11	mg/kg	
129-00-0	Pyrene	0.321	0.11	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
4165-60-0	Nitrobenzene-d5	77%		27-115%
321-60-8	2-Fluorobiphenyl	87%		34-118%
1718-51-0	Terphenyl-d14	103%		42-139%

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-7(0-2)		
Lab Sample ID: MC48547-9		Date Sampled: 10/27/16
Matrix: SO - Soil		Date Received: 11/01/16
Method: SW846 8270D SW846 3546		Percent Solids: 87.2
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	W30797.D	1	11/07/16	MR	11/01/16	OP49057	MSW1249
Run #2							

Run #	Initial Weight	Final Volume
Run #1	20.9 g	1.0 ml
Run #2		

BN STARS List

CAS No.	Compound	Result	RL	Units	Q
83-32-9	Acenaphthene	ND	0.11	mg/kg	
208-96-8	Acenaphthylene	0.145	0.11	mg/kg	
120-12-7	Anthracene	0.290	0.11	mg/kg	
56-55-3	Benzo(a)anthracene	0.854	0.11	mg/kg	
50-32-8	Benzo(a)pyrene	0.625	0.28	mg/kg	
205-99-2	Benzo(b)fluoranthene	0.710	0.11	mg/kg	
191-24-2	Benzo(g,h,i)perylene	0.377	0.11	mg/kg	
207-08-9	Benzo(k)fluoranthene	0.635	0.11	mg/kg	
218-01-9	Chrysene	1.12	0.11	mg/kg	
53-70-3	Dibenzo(a,h)anthracene	0.152	0.11	mg/kg	
206-44-0	Fluoranthene	1.76	0.11	mg/kg	
86-73-7	Fluorene	0.128	0.11	mg/kg	
193-39-5	Indeno(1,2,3-cd)pyrene	0.395	0.28	mg/kg	
91-20-3	Naphthalene	0.387	0.11	mg/kg	
85-01-8	Phenanthrene	1.70	0.11	mg/kg	
129-00-0	Pyrene	1.46	0.11	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
4165-60-0	Nitrobenzene-d5	71%		27-115%
321-60-8	2-Fluorobiphenyl	84%		34-118%
1718-51-0	Terphenyl-d14	91%		42-139%

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

3.9
3

Client Sample ID: B-7(0-2)	Date Sampled: 10/27/16
Lab Sample ID: MC48547-9	Date Received: 11/01/16
Matrix: SO - Soil	Percent Solids: 87.2
Method: SW846 8082A SW846 3546	
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	BK62838.D	1	11/05/16	TA	11/02/16	OP49055	GBK1979
Run #2							

Run #1	Initial Weight	Final Volume
Run #1	15.2 g	10.0 ml
Run #2		

PCB List

CAS No.	Compound	Result	RL	Units	Q
12674-11-2	Aroclor 1016	ND	0.038	mg/kg	
11104-28-2	Aroclor 1221	ND	0.038	mg/kg	
11141-16-5	Aroclor 1232	ND	0.038	mg/kg	
53469-21-9	Aroclor 1242	ND	0.038	mg/kg	
12672-29-6	Aroclor 1248	ND	0.038	mg/kg	
11097-69-1	Aroclor 1254	ND	0.038	mg/kg	
11096-82-5	Aroclor 1260	ND	0.038	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
877-09-8	Tetrachloro-m-xylene	79%		25-145%
877-09-8	Tetrachloro-m-xylene	72%		25-145%
2051-24-3	Decachlorobiphenyl	92%		25-179%
2051-24-3	Decachlorobiphenyl	85%		25-179%

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-7(0-2)	Date Sampled: 10/27/16
Lab Sample ID: MC48547-9	Date Received: 11/01/16
Matrix: SO - Soil	Percent Solids: 87.2
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	15.2	0.93	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ⁴
Barium	150	4.7	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ⁴
Cadmium ^a	< 1.9	1.9	mg/kg	5	11/02/16	11/07/16 EAL	SW846 6010C ³	SW846 3050B ⁴
Chromium	25.9	0.93	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ⁴
Lead	210	0.93	mg/kg	1	11/02/16	11/03/16 EAL	SW846 6010C ¹	SW846 3050B ⁴
Mercury	0.70	0.036	mg/kg	1	11/04/16	11/07/16 EAL	SW846 7471B ²	SW846 7471B ⁵
Selenium ^a	< 4.7	4.7	mg/kg	5	11/02/16	11/07/16 EAL	SW846 6010C ³	SW846 3050B ⁴
Silver ^a	< 2.3	2.3	mg/kg	5	11/02/16	11/07/16 EAL	SW846 6010C ³	SW846 3050B ⁴

- (1) Instrument QC Batch: MA19589
- (2) Instrument QC Batch: MA19598
- (3) Instrument QC Batch: MA19601
- (4) Prep QC Batch: MP26974
- (5) Prep QC Batch: MP26984

(a) Elevated RL due to dilution required for matrix interference.

RL = Reporting Limit

Report of Analysis

Client Sample ID: B-3(4-8)		Date Sampled: 10/27/16
Lab Sample ID: MC48547-10		Date Received: 11/01/16
Matrix: SO - Soil		Percent Solids: 73.3
Method: SW846 8260C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1 ^a	M81737.D	1	11/07/16	KP	n/a	n/a	MSM2930
Run #2							

Run #	Initial Weight	Final Volume
Run #1	5.56 g	5.0 ml
Run #2		

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
67-64-1	Acetone ^b	0.0234	0.012	mg/kg	
71-43-2	Benzene	ND	0.0012	mg/kg	
75-27-4	Bromodichloromethane	ND	0.0025	mg/kg	
75-25-2	Bromoform	ND	0.0025	mg/kg	
74-83-9	Bromomethane ^c	ND	0.012	mg/kg	
78-93-3	2-Butanone (MEK)	ND	0.012	mg/kg	
104-51-8	n-Butylbenzene	ND	0.0061	mg/kg	
135-98-8	sec-Butylbenzene	ND	0.0061	mg/kg	
98-06-6	tert-Butylbenzene	ND	0.0061	mg/kg	
75-15-0	Carbon disulfide	ND	0.0061	mg/kg	
56-23-5	Carbon tetrachloride	ND	0.0025	mg/kg	
108-90-7	Chlorobenzene	ND	0.0025	mg/kg	
75-00-3	Chloroethane	ND	0.012	mg/kg	
67-66-3	Chloroform	ND	0.0025	mg/kg	
74-87-3	Chloromethane	ND	0.0061	mg/kg	
124-48-1	Dibromochloromethane	ND	0.0061	mg/kg	
75-34-3	1,1-Dichloroethane	ND	0.0025	mg/kg	
107-06-2	1,2-Dichloroethane	ND	0.0025	mg/kg	
75-35-4	1,1-Dichloroethene	ND	0.0025	mg/kg	
156-59-2	cis-1,2-Dichloroethene	ND	0.0025	mg/kg	
156-60-5	trans-1,2-Dichloroethene	ND	0.0025	mg/kg	
540-59-0	1,2-Dichloroethene (total)	ND	0.0025	mg/kg	
78-87-5	1,2-Dichloropropane	ND	0.0025	mg/kg	
10061-01-5	cis-1,3-Dichloropropene	ND	0.0025	mg/kg	
10061-02-6	trans-1,3-Dichloropropene	ND	0.0025	mg/kg	
100-41-4	Ethylbenzene	ND	0.0025	mg/kg	
591-78-6	2-Hexanone	ND	0.0061	mg/kg	
98-82-8	Isopropylbenzene	ND	0.0061	mg/kg	
99-87-6	p-Isopropyltoluene	ND	0.0061	mg/kg	
1634-04-4	Methyl Tert Butyl Ether	ND	0.0025	mg/kg	
108-10-1	4-Methyl-2-pentanone (MIBK)	ND	0.0061	mg/kg	
75-09-2	Methylene chloride	ND	0.0025	mg/kg	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-3(4-8)		Date Sampled: 10/27/16
Lab Sample ID: MC48547-10		Date Received: 11/01/16
Matrix: SO - Soil		Percent Solids: 73.3
Method: SW846 8260C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
91-20-3	Naphthalene	ND	0.0061	mg/kg	
103-65-1	n-Propylbenzene	ND	0.0061	mg/kg	
100-42-5	Styrene	ND	0.0061	mg/kg	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.0061	mg/kg	
127-18-4	Tetrachloroethene	ND	0.0025	mg/kg	
108-88-3	Toluene	ND	0.0061	mg/kg	
71-55-6	1,1,1-Trichloroethane	ND	0.0025	mg/kg	
79-00-5	1,1,2-Trichloroethane	ND	0.0025	mg/kg	
79-01-6	Trichloroethene	ND	0.0025	mg/kg	
95-63-6	1,2,4-Trimethylbenzene	ND	0.0061	mg/kg	
108-67-8	1,3,5-Trimethylbenzene	ND	0.0061	mg/kg	
75-01-4	Vinyl chloride	ND	0.012	mg/kg	
	m,p-Xylene	ND	0.0025	mg/kg	
95-47-6	o-Xylene	ND	0.0025	mg/kg	
1330-20-7	Xylene (total)	ND	0.0025	mg/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
1868-53-7	Dibromofluoromethane	100%		65-141%
2037-26-5	Toluene-D8	99%		65-129%
460-00-4	4-Bromofluorobenzene	112%		63-137%

- (a) Analytical results based on analysis of intact sample. Sample results may be biased low due to sample not being preserved according to 5035-L/5035A-L specifications.
- (b) Initial Calibration Verification outside of acceptance criteria. Sample result may be biased high.
- (c) Continuing Calibration outside of acceptance criteria. Reporting Limit response verified by low-level standard.

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Misc. Forms

Custody Documents and Other Forms

Includes the following where applicable:

- Chain of Custody

SGS Accutest of New England
 50 D'Angelo Drive/495 Technology Center West, Building One, Marlborough, MA 01755
 TEL: 508-481-6200 FAX: 508-481-7753
 www.accutest.com

FED-EX Tracking # _____ Bottle Order Control # _____
 SGS Accutest Quote # _____ SGS Accutest Job # **MC48547**

Client/Reporting Information		Project Information		Requested Analysis (see TEST CODE sheet)										Matrix Codes						
Company Name Plumley Engineering, PC		Project Name Solar Street Property												DW - Drinking Water GW - Ground Water WW - Wastewater SW - Surface Water SO - Soil SL - Sludge SED - Sediment OI - Oil LIQ - Other Liquid AIR - Air SOL - Other Solid WIP - Wipe FB - Field Blank EB - Equipment Blank RB - Rinse Blank TB - Trip Blank						
Street Address 8232 Loop Road		Street 156-158 Solar St																		
City State Zip Baldwinsville, NY 13027		City Syracuse																		
Project Contact Derk Hudson dhudson@plumleyeng.com		Project # 2016122.001																		
Phone # 315-638-8587		Client PO#																		
Sampler(s) Name(s) DTH		Project Manager Derk Hudson																		
Field ID / Point of Collection		Collection		Number of preserved Bottles										LAB USE ONLY						
MECH/DOI Vol #		Date		Time		Sampled by		Matrix		# of bottles		JOB		NYASP		OTHER		OTHER		
1 B-1 (0-2)		10/27/16		9:05am		DTH		SO		1		A								
2 B-2 (16-20)				10:10																
3 B-3 (0-2)				10:35																
4 B-4 (4-8)				12:05																
5 B-5 (0-2)				1:35																
6 B-5 (12-16)				1:45																
7 B-6 (0-2)				2:25																14B
8 B-6 (12-16)				3:00																10C5
9 B-7 (0-2)				10:40																2D4
10 B-3 (4-8)																				

8270 CP-5
 8270 CP-5
 Metals RIBA
 PLBs 8082A

INITIAL ASSESSMENT

Turnaround Time (Business days) <input type="checkbox"/> Std. 10 Business Days <input checked="" type="checkbox"/> Std. 5 Business Days (By Contract only) <input type="checkbox"/> 5 Day RUSH <input type="checkbox"/> 3 Day EMERGENCY <input type="checkbox"/> 2 Day EMERGENCY <input type="checkbox"/> 1 Day EMERGENCY Emergency & Rush T/A data available VIA Lablink		Approved By (SGS Accutest PM) / Date: <u>Francis</u>		Data Delivery Information <input checked="" type="checkbox"/> Commercial "A" (Level 1) <input type="checkbox"/> Commercial "B" (Level 2) <input type="checkbox"/> FULLY (Level 3+4) <input type="checkbox"/> CT RCP <input type="checkbox"/> MA MCP		NYASP Category A <input type="checkbox"/> NYASP Category B <input type="checkbox"/> State Forms <input type="checkbox"/> EDD Format <input type="checkbox"/> Other _____		Special Instructions <div style="border: 1px solid black; padding: 5px; display: inline-block;"> REVISED 11/3/16 ACCUTEST SYRACUSE </div>			
Relinquished by Sampler: <u>DTH</u> Date Time: <u>10/31/16</u>				Received By: <u>[Signature]</u> Date Time: _____				Relinquished by: _____ Date Time: _____		Received By: _____ Date Time: _____	
Relinquished by Sampler: <u>F. D. Y.</u> Date Time: <u>10-1-16</u>				Received By: <u>[Signature]</u> Date Time: <u>9:30</u>				Relinquished by: _____ Date Time: _____		Received By: _____ Date Time: _____	
Relinquished by: _____ Date Time: _____				Received By: _____ Date Time: _____				Relinquished by: _____ Date Time: _____		Received By: _____ Date Time: _____	

SGS Accutest of New England
 50 D'Angelo Drive/495 Technology Center West, Building One, Marlborough, MA 01752
 TEL. 508-481-6200 FAX: 508-481-7753
 www.acctest.com

FED-EX Tracking #	SGS Accutest Job #
SGS Accutest Quote #	MC48547
Requested Analysis (see TEST CODE sheet)	
Matrix Codes	
DW - Drinking Water GW - Ground Water WW - Water SW - Surface Water SO - Soil SL - Sludge SED - Sediment OI - Oil LIQ - Other Liquid AIR - Air SOL - Other Solid WP - Wipe FB - Field Blank RB - Rinse Blank TB - Trip Blank	
LAB USE ONLY	

Client / Reporting Information		Project Information	
Company Name Plumley Engineering, PC		Project Name	
Street Address 8232 Loop Road		Street	
City State Zip Baldwinsville, NY 13027		Billing Information (If different from Report to) Company Name	
Project Contact Derk Hudson dhudson@plumleyeng.com		Project#	
Phone # 315-638-8587		Client PO#	
Sampler(s) Name(s) DTH		Project Manager	
Field ID / Point of Collection		Date	
MECH/DOI Val #		Time	
Sampled by		Matrix	
# of bottles		Number of preserved Bottles	
HCl		HNO3	
H2SO4		NONE	
DI Water		MEQH	
IN CORE		Insulate	

0260 TEL + CP-51
 0270 CP-51
 Metals RCRA
 PCBs 8087A

Data Deliverable Information		SPECIAL COMMENTS/SPECIAL INSTRUCTIONS	
<input type="checkbox"/> Turnaround Time (Business days) <input checked="" type="checkbox"/> Std. 10 Business Days <input type="checkbox"/> Std. 5 Business Days (By Contract only) <input type="checkbox"/> 5 Day RUSH <input type="checkbox"/> 3 Day EMERGENCY <input type="checkbox"/> 2 Day EMERGENCY <input type="checkbox"/> 1 Day EMERGENCY Emergency & Rush T/A data available VIA Lablink	Approved By (SGS Accutest PM): / Date: <i>Franco</i>	<input type="checkbox"/> Commercial "A" (Level 1) <input type="checkbox"/> Commercial "B" (Level 2) <input type="checkbox"/> FULLT1 (Level 3+4) <input type="checkbox"/> CT RCP <input type="checkbox"/> MA MCP Commercial "A" = Results Only Commercial "B" = Results + QC Summary	<input type="checkbox"/> NYASP Category A <input type="checkbox"/> NYASP Category B <input type="checkbox"/> State Forms <input type="checkbox"/> EDD Format <input type="checkbox"/> Other

Sample Custody must be documented below each time samples change possession, including courier delivery.			
Relinquished by Sampler:	Date Time:	Received By:	Date Time:
1 <i>[Signature]</i>	10/31/16	1 <i>[Signature]</i>	2
Relinquished by Sampler:	Date Time:	Received By:	Date Time:
3 <i>[Signature]</i>	11-1-16	3 <i>[Signature]</i>	4
Relinquished by:	Date Time:	Received By:	Date Time:
5		5	

4.1
 4

SGS Accutest Sample Receipt Summary

Job Number: MC48547

Client: PLUMLEY

Project: NY

Date / Time Received: 10/31/2016 9:30:00 AM

Delivery Method: FedEx

Airbill #'s: 7776 0106 4380

Cooler Temps (Initial/Adjusted): #1: (2.7/2.7):

Cooler Security

- | | |
|---|---|
| <p><u>Y or N</u></p> <p>1. Custody Seals Present: <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>2. Custody Seals Intact: <input checked="" type="checkbox"/> <input type="checkbox"/></p> | <p><u>Y or N</u></p> <p>3. COC Present: <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>4. Smpl Dates/Time OK: <input checked="" type="checkbox"/> <input type="checkbox"/></p> |
|---|---|

Cooler Temperature

- Y or N
1. Temp criteria achieved:
2. Cooler temp verification: IRGUN1
3. Cooler media: Ice (Bag)
4. No. Coolers: 1

Quality Control Preservation

- | | | | |
|---------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| | <u>Y</u> | <u>N</u> | <u>N/A</u> |
| 1. Trip Blank present / cooler: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 2. Trip Blank listed on COC: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 3. Samples preserved properly: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 4. VOCs headspace free: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments

Sample Integrity - Documentation

- | | | | |
|--|-------------------------------------|-----------|--------------------------|
| | <u>Y</u> | <u>or</u> | <u>N</u> |
| 1. Sample labels present on bottles: | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| 2. Container labeling complete: | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| 3. Sample container label / COC agree: | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |

Sample Integrity - Condition

- | | | | |
|----------------------------------|-------------------------------------|-----------|--------------------------|
| | <u>Y</u> | <u>or</u> | <u>N</u> |
| 1. Sample rec'd within HT: | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| 2. All containers accounted for: | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| 3. Condition of sample: | <u>Intact</u> | | |

Sample Integrity - Instructions

- | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| | <u>Y</u> | <u>N</u> | <u>N/A</u> |
| 1. Analysis requested is clear: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 2. Bottles received for unspecified tests: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 3. Sufficient volume rec'd for analysis: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 4. Compositing instructions clear: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Filtering instructions clear: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

8260 volume was not collected according to 5035 specifications. Volume was submitted as intact soil and not prepped with 48 hrs of collection. Samples were aliquoted into 1-MeOH and 2-DI vials by SGS staff.

4.1
4

MC48547: Chain of Custody

Page 3 of 4

Sample Receipt Summary - Problem Resolution

Job Number: MC48547

CSR: Rob Soll

Response Date: 11/1/2016

Response: Proceed per email on file.

4.1

4

MC48547: Chain of Custody

Page 4 of 4

Technical Report for

Plumley Engineering, P.C.

Solar Street, 156-158 Solar Street, Syracuse, NY

2016122

SGS Accutest Job Number: MC48566

Sampling Date: 11/01/16

Report to:

Plumley Engineering, P.C.
8232 Loop Road
Baldwinsville, NY 13027
dhudson@plumleyeng.com

ATTN: Derk Hudson

Total number of pages in report: 32



Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Program and/or state specific certification programs as applicable.

H. (Brad) Madadian
Lab Director

Client Service contact: Robert Soll 508-481-6200

Certifications: MA (M-MA136,SW846 NELAC) CT (PH-0109) NH (250210) RI (00071) FL (E87579) NY (11791) NJ (MA926) PA (6801121) ND (R-188) CO (MA00136) MN (11546AA) NC (653) IL (002337) WI (399080220) DoD ELAP (L-A-B L2235)

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Test results relate only to samples analyzed.

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1

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Sample Summary

Plumley Engineering, P.C.

Job No: MC48566

Solar Street, 156-158 Solar Street, Syracuse, NY
 Project No: 2016122

Sample Number	Collected		Received	Matrix		Client Sample ID
	Date	Time By		Code	Type	
MC48566-1	11/01/16	11:20 SLA	11/02/16	AQ	Ground Water	B-1/TW
MC48566-2	11/01/16	11:30 SLA	11/02/16	AQ	Ground Water	B-2/TW
MC48566-3	11/01/16	11:10 SLA	11/02/16	AQ	Ground Water	B-3/TW
MC48566-4	11/01/16	13:50 SLA	11/02/16	AQ	Ground Water	B-4/TW
MC48566-5	11/01/16	14:30 SLA	11/02/16	AQ	Ground Water	B-5/TW
MC48566-6	11/01/16	15:10 SLA	11/02/16	AQ	Ground Water	B-6/TW
MC48566-7	11/01/16	12:45 SLA	11/02/16	AQ	Ground Water	B-7/TW

Summary of Hits

Job Number: MC48566
Account: Plumley Engineering, P.C.
Project: Solar Street, 156-158 Solar Street, Syracuse, NY
Collected: 11/01/16

Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
---------------	------------------	-----------------	----	-----	-------	--------

MC48566-1 B-1/TW

No hits reported in this sample.

MC48566-2 B-2/TW

Acetone	28.2	10		ug/l	SW846 8260C
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MC48566-3 B-3/TW

Acetone	16.8	10		ug/l	SW846 8260C
Barium	110	50		ug/l	SW846 6010C

MC48566-4 B-4/TW

No hits reported in this sample.

MC48566-5 B-5/TW

Acetone	42.5	10		ug/l	SW846 8260C
Benzene	129	0.50		ug/l	SW846 8260C
n-Butylbenzene	8.4	5.0		ug/l	SW846 8260C
sec-Butylbenzene	10.8	5.0		ug/l	SW846 8260C
Ethylbenzene	192	2.0		ug/l	SW846 8260C
Isopropylbenzene	62.3	5.0		ug/l	SW846 8260C
p-Isopropyltoluene	14.7	5.0		ug/l	SW846 8260C
Naphthalene	124	5.0		ug/l	SW846 8260C
n-Propylbenzene	67.5	5.0		ug/l	SW846 8260C
Toluene	23.7	1.0		ug/l	SW846 8260C
1,2,4-Trimethylbenzene	70.5	1.0		ug/l	SW846 8260C
1,3,5-Trimethylbenzene	2.1	1.0		ug/l	SW846 8260C
m,p-Xylene	19.9	1.0		ug/l	SW846 8260C
o-Xylene	6.0	1.0		ug/l	SW846 8260C
Xylene (total)	25.9	1.0		ug/l	SW846 8260C
Acenaphthene	2.1	2.0		ug/l	SW846 8270D
bis(2-Chloroethyl)ether	5.1	5.1		ug/l	SW846 8270D
2-Methylnaphthalene	4.5	2.0		ug/l	SW846 8270D
Naphthalene	65.8	2.0		ug/l	SW846 8270D
Barium	381	50		ug/l	SW846 6010C
Lead	129	5.0		ug/l	SW846 6010C

MC48566-6 B-6/TW

Barium	167	50		ug/l	SW846 6010C
Lead	5.3	5.0		ug/l	SW846 6010C

Summary of Hits

Job Number: MC48566
Account: Plumley Engineering, P.C.
Project: Solar Street, 156-158 Solar Street, Syracuse, NY
Collected: 11/01/16

Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
---------------	------------------	-----------------	----	-----	-------	--------

MC48566-7 B-7/TW

No hits reported in this sample.

Sample Results

Report of Analysis

Report of Analysis

Client Sample ID: B-1/TW		Date Sampled: 11/01/16
Lab Sample ID: MC48566-1		Date Received: 11/02/16
Matrix: AQ - Ground Water		Percent Solids: n/a
Method: SW846 8260C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	K101776.D	1	11/07/16	AD	n/a	n/a	MSK3170
Run #2							

Run #	Purge Volume
Run #1	5.0 ml
Run #2	

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
67-64-1	Acetone	ND	10	ug/l	
71-43-2	Benzene	ND	0.50	ug/l	
75-27-4	Bromodichloromethane	ND	1.0	ug/l	
75-25-2	Bromoform	ND	1.0	ug/l	
74-83-9	Bromomethane	ND	2.0	ug/l	
78-93-3	2-Butanone (MEK)	ND	10	ug/l	
104-51-8	n-Butylbenzene	ND	5.0	ug/l	
135-98-8	sec-Butylbenzene	ND	5.0	ug/l	
98-06-6	tert-Butylbenzene	ND	5.0	ug/l	
75-15-0	Carbon disulfide	ND	5.0	ug/l	
56-23-5	Carbon tetrachloride	ND	1.0	ug/l	
108-90-7	Chlorobenzene	ND	1.0	ug/l	
75-00-3	Chloroethane	ND	2.0	ug/l	
67-66-3	Chloroform	ND	1.0	ug/l	
74-87-3	Chloromethane	ND	2.0	ug/l	
124-48-1	Dibromochloromethane	ND	1.0	ug/l	
75-34-3	1,1-Dichloroethane	ND	1.0	ug/l	
107-06-2	1,2-Dichloroethane	ND	1.0	ug/l	
75-35-4	1,1-Dichloroethene	ND	1.0	ug/l	
156-59-2	cis-1,2-Dichloroethene	ND	1.0	ug/l	
156-60-5	trans-1,2-Dichloroethene	ND	1.0	ug/l	
540-59-0	1,2-Dichloroethene (total)	ND	1.0	ug/l	
78-87-5	1,2-Dichloropropane	ND	2.0	ug/l	
10061-01-5	cis-1,3-Dichloropropene	ND	0.50	ug/l	
10061-02-6	trans-1,3-Dichloropropene	ND	0.50	ug/l	
100-41-4	Ethylbenzene	ND	1.0	ug/l	
591-78-6	2-Hexanone	ND	10	ug/l	
98-82-8	Isopropylbenzene	ND	5.0	ug/l	
99-87-6	p-Isopropyltoluene	ND	5.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	1.0	ug/l	
108-10-1	4-Methyl-2-pentanone (MIBK)	ND	5.0	ug/l	
75-09-2	Methylene chloride	ND	2.0	ug/l	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID:	B-1/TW	Date Sampled:	11/01/16
Lab Sample ID:	MC48566-1	Date Received:	11/02/16
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Method:	SW846 8260C		
Project:	Solar Street, 156-158 Solar Street, Syracuse, NY		

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
91-20-3	Naphthalene	ND	5.0	ug/l	
103-65-1	n-Propylbenzene	ND	5.0	ug/l	
100-42-5	Styrene	ND	5.0	ug/l	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.50	ug/l	
127-18-4	Tetrachloroethene	ND	1.0	ug/l	
108-88-3	Toluene	ND	1.0	ug/l	
71-55-6	1,1,1-Trichloroethane	ND	1.0	ug/l	
79-00-5	1,1,2-Trichloroethane	ND	1.0	ug/l	
79-01-6	Trichloroethene	ND	1.0	ug/l	
95-63-6	1,2,4-Trimethylbenzene	ND	1.0	ug/l	
108-67-8	1,3,5-Trimethylbenzene	ND	1.0	ug/l	
75-01-4	Vinyl chloride	ND	1.0	ug/l	
	m,p-Xylene	ND	1.0	ug/l	
95-47-6	o-Xylene	ND	1.0	ug/l	
1330-20-7	Xylene (total)	ND	1.0	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
1868-53-7	Dibromofluoromethane	100%		76-129%
2037-26-5	Toluene-D8	99%		83-114%
460-00-4	4-Bromofluorobenzene	97%		75-124%

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-2/TW		
Lab Sample ID: MC48566-2		Date Sampled: 11/01/16
Matrix: AQ - Ground Water		Date Received: 11/02/16
Method: SW846 8260C		Percent Solids: n/a
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	K101725.D	1	11/06/16	AD	n/a	n/a	MSK3166
Run #2							

Run #	Purge Volume
Run #1	5.0 ml
Run #2	

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
67-64-1	Acetone	28.2	10	ug/l	
71-43-2	Benzene	ND	0.50	ug/l	
75-27-4	Bromodichloromethane	ND	1.0	ug/l	
75-25-2	Bromoform	ND	1.0	ug/l	
74-83-9	Bromomethane	ND	2.0	ug/l	
78-93-3	2-Butanone (MEK)	ND	10	ug/l	
104-51-8	n-Butylbenzene	ND	5.0	ug/l	
135-98-8	sec-Butylbenzene	ND	5.0	ug/l	
98-06-6	tert-Butylbenzene	ND	5.0	ug/l	
75-15-0	Carbon disulfide ^a	ND	5.0	ug/l	
56-23-5	Carbon tetrachloride	ND	1.0	ug/l	
108-90-7	Chlorobenzene	ND	1.0	ug/l	
75-00-3	Chloroethane	ND	2.0	ug/l	
67-66-3	Chloroform	ND	1.0	ug/l	
74-87-3	Chloromethane	ND	2.0	ug/l	
124-48-1	Dibromochloromethane	ND	1.0	ug/l	
75-34-3	1,1-Dichloroethane	ND	1.0	ug/l	
107-06-2	1,2-Dichloroethane	ND	1.0	ug/l	
75-35-4	1,1-Dichloroethene ^a	ND	1.0	ug/l	
156-59-2	cis-1,2-Dichloroethene	ND	1.0	ug/l	
156-60-5	trans-1,2-Dichloroethene	ND	1.0	ug/l	
540-59-0	1,2-Dichloroethene (total)	ND	1.0	ug/l	
78-87-5	1,2-Dichloropropane	ND	2.0	ug/l	
10061-01-5	cis-1,3-Dichloropropene	ND	0.50	ug/l	
10061-02-6	trans-1,3-Dichloropropene	ND	0.50	ug/l	
100-41-4	Ethylbenzene	ND	1.0	ug/l	
591-78-6	2-Hexanone	ND	10	ug/l	
98-82-8	Isopropylbenzene	ND	5.0	ug/l	
99-87-6	p-Isopropyltoluene	ND	5.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	1.0	ug/l	
108-10-1	4-Methyl-2-pentanone (MIBK)	ND	5.0	ug/l	
75-09-2	Methylene chloride ^a	ND	2.0	ug/l	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-2/TW	
Lab Sample ID: MC48566-2	Date Sampled: 11/01/16
Matrix: AQ - Ground Water	Date Received: 11/02/16
Method: SW846 8260C	Percent Solids: n/a
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
91-20-3	Naphthalene	ND	5.0	ug/l	
103-65-1	n-Propylbenzene	ND	5.0	ug/l	
100-42-5	Styrene	ND	5.0	ug/l	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.50	ug/l	
127-18-4	Tetrachloroethene ^a	ND	1.0	ug/l	
108-88-3	Toluene	ND	1.0	ug/l	
71-55-6	1,1,1-Trichloroethane	ND	1.0	ug/l	
79-00-5	1,1,2-Trichloroethane	ND	1.0	ug/l	
79-01-6	Trichloroethene	ND	1.0	ug/l	
95-63-6	1,2,4-Trimethylbenzene	ND	1.0	ug/l	
108-67-8	1,3,5-Trimethylbenzene	ND	1.0	ug/l	
75-01-4	Vinyl chloride	ND	1.0	ug/l	
	m,p-Xylene	ND	1.0	ug/l	
95-47-6	o-Xylene	ND	1.0	ug/l	
1330-20-7	Xylene (total)	ND	1.0	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
1868-53-7	Dibromofluoromethane	95%		76-129%
2037-26-5	Toluene-D8	99%		83-114%
460-00-4	4-Bromofluorobenzene	100%		75-124%

(a) Continuing Calibration outside of acceptance criteria. Reporting Limit response verified by low-level standard.

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-3/TW		Date Sampled: 11/01/16
Lab Sample ID: MC48566-3		Date Received: 11/02/16
Matrix: AQ - Ground Water		Percent Solids: n/a
Method: SW846 8260C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	K101726.D	1	11/06/16	AD	n/a	n/a	MSK3166
Run #2							

Run #1	Purge Volume
Run #1	5.0 ml
Run #2	

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
67-64-1	Acetone	16.8	10	ug/l	
71-43-2	Benzene	ND	0.50	ug/l	
75-27-4	Bromodichloromethane	ND	1.0	ug/l	
75-25-2	Bromoform	ND	1.0	ug/l	
74-83-9	Bromomethane	ND	2.0	ug/l	
78-93-3	2-Butanone (MEK)	ND	10	ug/l	
104-51-8	n-Butylbenzene	ND	5.0	ug/l	
135-98-8	sec-Butylbenzene	ND	5.0	ug/l	
98-06-6	tert-Butylbenzene	ND	5.0	ug/l	
75-15-0	Carbon disulfide ^a	ND	5.0	ug/l	
56-23-5	Carbon tetrachloride	ND	1.0	ug/l	
108-90-7	Chlorobenzene	ND	1.0	ug/l	
75-00-3	Chloroethane	ND	2.0	ug/l	
67-66-3	Chloroform	ND	1.0	ug/l	
74-87-3	Chloromethane	ND	2.0	ug/l	
124-48-1	Dibromochloromethane	ND	1.0	ug/l	
75-34-3	1,1-Dichloroethane	ND	1.0	ug/l	
107-06-2	1,2-Dichloroethane	ND	1.0	ug/l	
75-35-4	1,1-Dichloroethene ^a	ND	1.0	ug/l	
156-59-2	cis-1,2-Dichloroethene	ND	1.0	ug/l	
156-60-5	trans-1,2-Dichloroethene	ND	1.0	ug/l	
540-59-0	1,2-Dichloroethene (total)	ND	1.0	ug/l	
78-87-5	1,2-Dichloropropane	ND	2.0	ug/l	
10061-01-5	cis-1,3-Dichloropropene	ND	0.50	ug/l	
10061-02-6	trans-1,3-Dichloropropene	ND	0.50	ug/l	
100-41-4	Ethylbenzene	ND	1.0	ug/l	
591-78-6	2-Hexanone	ND	10	ug/l	
98-82-8	Isopropylbenzene	ND	5.0	ug/l	
99-87-6	p-Isopropyltoluene	ND	5.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	1.0	ug/l	
108-10-1	4-Methyl-2-pentanone (MIBK)	ND	5.0	ug/l	
75-09-2	Methylene chloride ^a	ND	2.0	ug/l	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID:	B-3/TW	Date Sampled:	11/01/16
Lab Sample ID:	MC48566-3	Date Received:	11/02/16
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Method:	SW846 8260C		
Project:	Solar Street, 156-158 Solar Street, Syracuse, NY		

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
91-20-3	Naphthalene	ND	5.0	ug/l	
103-65-1	n-Propylbenzene	ND	5.0	ug/l	
100-42-5	Styrene	ND	5.0	ug/l	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.50	ug/l	
127-18-4	Tetrachloroethene ^a	ND	1.0	ug/l	
108-88-3	Toluene	ND	1.0	ug/l	
71-55-6	1,1,1-Trichloroethane	ND	1.0	ug/l	
79-00-5	1,1,2-Trichloroethane	ND	1.0	ug/l	
79-01-6	Trichloroethene	ND	1.0	ug/l	
95-63-6	1,2,4-Trimethylbenzene	ND	1.0	ug/l	
108-67-8	1,3,5-Trimethylbenzene	ND	1.0	ug/l	
75-01-4	Vinyl chloride	ND	1.0	ug/l	
	m,p-Xylene	ND	1.0	ug/l	
95-47-6	o-Xylene	ND	1.0	ug/l	
1330-20-7	Xylene (total)	ND	1.0	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
1868-53-7	Dibromofluoromethane	95%		76-129%
2037-26-5	Toluene-D8	99%		83-114%
460-00-4	4-Bromofluorobenzene	99%		75-124%

(a) Continuing Calibration outside of acceptance criteria. Reporting Limit response verified by low-level standard.

ND = Not detected
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J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-3/TW		Date Sampled: 11/01/16
Lab Sample ID: MC48566-3		Date Received: 11/02/16
Matrix: AQ - Ground Water		Percent Solids: n/a
Method: SW846 8270D SW846 3510C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	W30846.D	1	11/08/16	MR	11/04/16	OP49078	MSW1251
Run #2							

Run #1	Initial Volume	Final Volume
Run #1	980 ml	1.0 ml
Run #2		

BN TCL List

CAS No.	Compound	Result	RL	Units	Q
83-32-9	Acenaphthene	ND	2.0	ug/l	
208-96-8	Acenaphthylene	ND	2.0	ug/l	
120-12-7	Anthracene	ND	2.0	ug/l	
56-55-3	Benzo(a)anthracene	ND	2.0	ug/l	
50-32-8	Benzo(a)pyrene	ND	5.1	ug/l	
205-99-2	Benzo(b)fluoranthene	ND	5.1	ug/l	
191-24-2	Benzo(g,h,i)perylene	ND	2.0	ug/l	
207-08-9	Benzo(k)fluoranthene	ND	2.0	ug/l	
101-55-3	4-Bromophenyl phenyl ether	ND	5.1	ug/l	
85-68-7	Butyl benzyl phthalate	ND	5.1	ug/l	
100-51-6	Benzyl Alcohol	ND	10	ug/l	
91-58-7	2-Chloronaphthalene	ND	5.1	ug/l	
106-47-8	4-Chloroaniline	ND	10	ug/l	
86-74-8	Carbazole	ND	2.0	ug/l	
218-01-9	Chrysene	ND	2.0	ug/l	
111-91-1	bis(2-Chloroethoxy)methane	ND	5.1	ug/l	
111-44-4	bis(2-Chloroethyl)ether	ND	5.1	ug/l	
108-60-1	bis(2-Chloroisopropyl)ether	ND	5.1	ug/l	
7005-72-3	4-Chlorophenyl phenyl ether	ND	5.1	ug/l	
95-50-1	1,2-Dichlorobenzene	ND	5.1	ug/l	
541-73-1	1,3-Dichlorobenzene	ND	5.1	ug/l	
106-46-7	1,4-Dichlorobenzene	ND	5.1	ug/l	
121-14-2	2,4-Dinitrotoluene	ND	10	ug/l	
606-20-2	2,6-Dinitrotoluene	ND	10	ug/l	
91-94-1	3,3'-Dichlorobenzidine	ND	5.1	ug/l	
53-70-3	Dibenzo(a,h)anthracene	ND	5.1	ug/l	
132-64-9	Dibenzofuran	ND	2.0	ug/l	
84-74-2	Di-n-butyl phthalate	ND	5.1	ug/l	
117-84-0	Di-n-octyl phthalate	ND	5.1	ug/l	
84-66-2	Diethyl phthalate	ND	5.1	ug/l	
131-11-3	Dimethyl phthalate	ND	5.1	ug/l	
117-81-7	bis(2-Ethylhexyl)phthalate	ND	2.0	ug/l	

ND = Not detected

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B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID:	B-3/TW	Date Sampled:	11/01/16
Lab Sample ID:	MC48566-3	Date Received:	11/02/16
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Method:	SW846 8270D SW846 3510C		
Project:	Solar Street, 156-158 Solar Street, Syracuse, NY		

BN TCL List

CAS No.	Compound	Result	RL	Units	Q
206-44-0	Fluoranthene	ND	2.0	ug/l	
86-73-7	Fluorene	ND	2.0	ug/l	
118-74-1	Hexachlorobenzene	ND	5.1	ug/l	
87-68-3	Hexachlorobutadiene	ND	5.1	ug/l	
77-47-4	Hexachlorocyclopentadiene	ND	10	ug/l	
67-72-1	Hexachloroethane	ND	5.1	ug/l	
193-39-5	Indeno(1,2,3-cd)pyrene	ND	5.1	ug/l	
78-59-1	Isophorone	ND	5.1	ug/l	
91-57-6	2-Methylnaphthalene	ND	2.0	ug/l	
88-74-4	2-Nitroaniline	ND	10	ug/l	
99-09-2	3-Nitroaniline	ND	10	ug/l	
100-01-6	4-Nitroaniline	ND	10	ug/l	
91-20-3	Naphthalene	ND	2.0	ug/l	
98-95-3	Nitrobenzene	ND	5.1	ug/l	
621-64-7	N-Nitroso-di-n-propylamine	ND	5.1	ug/l	
86-30-6	N-Nitrosodiphenylamine	ND	10	ug/l	
85-01-8	Phenanthrene	ND	2.0	ug/l	
129-00-0	Pyrene	ND	2.0	ug/l	
120-82-1	1,2,4-Trichlorobenzene	ND	5.1	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
4165-60-0	Nitrobenzene-d5	76%		25-117%
321-60-8	2-Fluorobiphenyl	71%		24-112%
1718-51-0	Terphenyl-d14	90%		48-133%

ND = Not detected

RL = Reporting Limit

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J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-3/TW		Date Sampled: 11/01/16
Lab Sample ID: MC48566-3		Date Received: 11/02/16
Matrix: AQ - Ground Water		Percent Solids: n/a
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	< 4.0	4.0	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³
Barium	110	50	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³
Cadmium	< 4.0	4.0	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³
Chromium	< 10	10	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³
Lead	< 5.0	5.0	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³
Mercury	< 0.20	0.20	ug/l	1	11/03/16	11/04/16 EAL	SW846 7470A ²	SW846 7470A ⁴
Selenium	< 10	10	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³
Silver	< 5.0	5.0	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³

- (1) Instrument QC Batch: MA19593
- (2) Instrument QC Batch: MA19594
- (3) Prep QC Batch: MP26978
- (4) Prep QC Batch: MP26980

RL = Reporting Limit

Report of Analysis

Client Sample ID: B-4/TW		Date Sampled: 11/01/16
Lab Sample ID: MC48566-4		Date Received: 11/02/16
Matrix: AQ - Ground Water		Percent Solids: n/a
Method: SW846 8260C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	K101727.D	1	11/06/16	AD	n/a	n/a	MSK3166
Run #2							

Run #	Purge Volume
Run #1	5.0 ml
Run #2	

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
67-64-1	Acetone	ND	10	ug/l	
71-43-2	Benzene	ND	0.50	ug/l	
75-27-4	Bromodichloromethane	ND	1.0	ug/l	
75-25-2	Bromoform	ND	1.0	ug/l	
74-83-9	Bromomethane	ND	2.0	ug/l	
78-93-3	2-Butanone (MEK)	ND	10	ug/l	
104-51-8	n-Butylbenzene	ND	5.0	ug/l	
135-98-8	sec-Butylbenzene	ND	5.0	ug/l	
98-06-6	tert-Butylbenzene	ND	5.0	ug/l	
75-15-0	Carbon disulfide ^a	ND	5.0	ug/l	
56-23-5	Carbon tetrachloride	ND	1.0	ug/l	
108-90-7	Chlorobenzene	ND	1.0	ug/l	
75-00-3	Chloroethane	ND	2.0	ug/l	
67-66-3	Chloroform	ND	1.0	ug/l	
74-87-3	Chloromethane	ND	2.0	ug/l	
124-48-1	Dibromochloromethane	ND	1.0	ug/l	
75-34-3	1,1-Dichloroethane	ND	1.0	ug/l	
107-06-2	1,2-Dichloroethane	ND	1.0	ug/l	
75-35-4	1,1-Dichloroethene ^a	ND	1.0	ug/l	
156-59-2	cis-1,2-Dichloroethene	ND	1.0	ug/l	
156-60-5	trans-1,2-Dichloroethene	ND	1.0	ug/l	
540-59-0	1,2-Dichloroethene (total)	ND	1.0	ug/l	
78-87-5	1,2-Dichloropropane	ND	2.0	ug/l	
10061-01-5	cis-1,3-Dichloropropene	ND	0.50	ug/l	
10061-02-6	trans-1,3-Dichloropropene	ND	0.50	ug/l	
100-41-4	Ethylbenzene	ND	1.0	ug/l	
591-78-6	2-Hexanone	ND	10	ug/l	
98-82-8	Isopropylbenzene	ND	5.0	ug/l	
99-87-6	p-Isopropyltoluene	ND	5.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	1.0	ug/l	
108-10-1	4-Methyl-2-pentanone (MIBK)	ND	5.0	ug/l	
75-09-2	Methylene chloride ^a	ND	2.0	ug/l	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID:	B-4/TW	Date Sampled:	11/01/16
Lab Sample ID:	MC48566-4	Date Received:	11/02/16
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Method:	SW846 8260C		
Project:	Solar Street, 156-158 Solar Street, Syracuse, NY		

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
91-20-3	Naphthalene	ND	5.0	ug/l	
103-65-1	n-Propylbenzene	ND	5.0	ug/l	
100-42-5	Styrene	ND	5.0	ug/l	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.50	ug/l	
127-18-4	Tetrachloroethene ^a	ND	1.0	ug/l	
108-88-3	Toluene	ND	1.0	ug/l	
71-55-6	1,1,1-Trichloroethane	ND	1.0	ug/l	
79-00-5	1,1,2-Trichloroethane	ND	1.0	ug/l	
79-01-6	Trichloroethene	ND	1.0	ug/l	
95-63-6	1,2,4-Trimethylbenzene	ND	1.0	ug/l	
108-67-8	1,3,5-Trimethylbenzene	ND	1.0	ug/l	
75-01-4	Vinyl chloride	ND	1.0	ug/l	
	m,p-Xylene	ND	1.0	ug/l	
95-47-6	o-Xylene	ND	1.0	ug/l	
1330-20-7	Xylene (total)	ND	1.0	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
1868-53-7	Dibromofluoromethane	98%		76-129%
2037-26-5	Toluene-D8	98%		83-114%
460-00-4	4-Bromofluorobenzene	98%		75-124%

(a) Continuing Calibration outside of acceptance criteria. Reporting Limit response verified by low-level standard.

ND = Not detected
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 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-5/TW		
Lab Sample ID: MC48566-5		Date Sampled: 11/01/16
Matrix: AQ - Ground Water		Date Received: 11/02/16
Method: SW846 8260C		Percent Solids: n/a
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	K101728.D	1	11/06/16	AD	n/a	n/a	MSK3166
Run #2	K101765.D	2	11/07/16	AD	n/a	n/a	MSK3169

Run #	Purge Volume
Run #1	5.0 ml
Run #2	5.0 ml

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
67-64-1	Acetone	42.5	10	ug/l	
71-43-2	Benzene	129	0.50	ug/l	
75-27-4	Bromodichloromethane	ND	1.0	ug/l	
75-25-2	Bromoform	ND	1.0	ug/l	
74-83-9	Bromomethane	ND	2.0	ug/l	
78-93-3	2-Butanone (MEK)	ND	10	ug/l	
104-51-8	n-Butylbenzene	8.4	5.0	ug/l	
135-98-8	sec-Butylbenzene	10.8	5.0	ug/l	
98-06-6	tert-Butylbenzene	ND	5.0	ug/l	
75-15-0	Carbon disulfide ^a	ND	5.0	ug/l	
56-23-5	Carbon tetrachloride	ND	1.0	ug/l	
108-90-7	Chlorobenzene	ND	1.0	ug/l	
75-00-3	Chloroethane	ND	2.0	ug/l	
67-66-3	Chloroform	ND	1.0	ug/l	
74-87-3	Chloromethane	ND	2.0	ug/l	
124-48-1	Dibromochloromethane	ND	1.0	ug/l	
75-34-3	1,1-Dichloroethane	ND	1.0	ug/l	
107-06-2	1,2-Dichloroethane	ND	1.0	ug/l	
75-35-4	1,1-Dichloroethene ^a	ND	1.0	ug/l	
156-59-2	cis-1,2-Dichloroethene	ND	1.0	ug/l	
156-60-5	trans-1,2-Dichloroethene	ND	1.0	ug/l	
540-59-0	1,2-Dichloroethene (total)	ND	1.0	ug/l	
78-87-5	1,2-Dichloropropane	ND	2.0	ug/l	
10061-01-5	cis-1,3-Dichloropropene	ND	0.50	ug/l	
10061-02-6	trans-1,3-Dichloropropene	ND	0.50	ug/l	
100-41-4	Ethylbenzene	192 ^b	2.0	ug/l	
591-78-6	2-Hexanone	ND	10	ug/l	
98-82-8	Isopropylbenzene	62.3	5.0	ug/l	
99-87-6	p-Isopropyltoluene	14.7	5.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	1.0	ug/l	
108-10-1	4-Methyl-2-pentanone (MIBK)	ND	5.0	ug/l	
75-09-2	Methylene chloride ^a	ND	2.0	ug/l	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-5/TW	
Lab Sample ID: MC48566-5	Date Sampled: 11/01/16
Matrix: AQ - Ground Water	Date Received: 11/02/16
Method: SW846 8260C	Percent Solids: n/a
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
91-20-3	Naphthalene	124	5.0	ug/l	
103-65-1	n-Propylbenzene	67.5	5.0	ug/l	
100-42-5	Styrene	ND	5.0	ug/l	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.50	ug/l	
127-18-4	Tetrachloroethene ^a	ND	1.0	ug/l	
108-88-3	Toluene	23.7	1.0	ug/l	
71-55-6	1,1,1-Trichloroethane	ND	1.0	ug/l	
79-00-5	1,1,2-Trichloroethane	ND	1.0	ug/l	
79-01-6	Trichloroethene	ND	1.0	ug/l	
95-63-6	1,2,4-Trimethylbenzene	70.5	1.0	ug/l	
108-67-8	1,3,5-Trimethylbenzene	2.1	1.0	ug/l	
75-01-4	Vinyl chloride	ND	1.0	ug/l	
	m,p-Xylene	19.9	1.0	ug/l	
95-47-6	o-Xylene	6.0	1.0	ug/l	
1330-20-7	Xylene (total)	25.9	1.0	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
1868-53-7	Dibromofluoromethane	95%	98%	76-129%
2037-26-5	Toluene-D8	115% ^c	107%	83-114%
460-00-4	4-Bromofluorobenzene	101%	96%	75-124%

(a) Continuing Calibration outside of acceptance criteria. Reporting Limit response verified by low-level standard.

(b) Result is from Run# 2

(c) Outside control limits due to possible matrix interference.

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-5/TW		Date Sampled: 11/01/16
Lab Sample ID: MC48566-5		Date Received: 11/02/16
Matrix: AQ - Ground Water		Percent Solids: n/a
Method: SW846 8270D SW846 3510C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	W30847.D	1	11/08/16	MR	11/04/16	OP49078	MSW1251
Run #2							

Run #1	Initial Volume	Final Volume
Run #1	980 ml	1.0 ml
Run #2		

BN TCL List

CAS No.	Compound	Result	RL	Units	Q
83-32-9	Acenaphthene	2.1	2.0	ug/l	
208-96-8	Acenaphthylene	ND	2.0	ug/l	
120-12-7	Anthracene	ND	2.0	ug/l	
56-55-3	Benzo(a)anthracene	ND	2.0	ug/l	
50-32-8	Benzo(a)pyrene	ND	5.1	ug/l	
205-99-2	Benzo(b)fluoranthene	ND	5.1	ug/l	
191-24-2	Benzo(g,h,i)perylene	ND	2.0	ug/l	
207-08-9	Benzo(k)fluoranthene	ND	2.0	ug/l	
101-55-3	4-Bromophenyl phenyl ether	ND	5.1	ug/l	
85-68-7	Butyl benzyl phthalate	ND	5.1	ug/l	
100-51-6	Benzyl Alcohol	ND	10	ug/l	
91-58-7	2-Chloronaphthalene	ND	5.1	ug/l	
106-47-8	4-Chloroaniline	ND	10	ug/l	
86-74-8	Carbazole	ND	2.0	ug/l	
218-01-9	Chrysene	ND	2.0	ug/l	
111-91-1	bis(2-Chloroethoxy)methane	ND	5.1	ug/l	
111-44-4	bis(2-Chloroethyl)ether	5.1	5.1	ug/l	
108-60-1	bis(2-Chloroisopropyl)ether	ND	5.1	ug/l	
7005-72-3	4-Chlorophenyl phenyl ether	ND	5.1	ug/l	
95-50-1	1,2-Dichlorobenzene	ND	5.1	ug/l	
541-73-1	1,3-Dichlorobenzene	ND	5.1	ug/l	
106-46-7	1,4-Dichlorobenzene	ND	5.1	ug/l	
121-14-2	2,4-Dinitrotoluene	ND	10	ug/l	
606-20-2	2,6-Dinitrotoluene	ND	10	ug/l	
91-94-1	3,3'-Dichlorobenzidine	ND	5.1	ug/l	
53-70-3	Dibenzo(a,h)anthracene	ND	5.1	ug/l	
132-64-9	Dibenzofuran	ND	2.0	ug/l	
84-74-2	Di-n-butyl phthalate	ND	5.1	ug/l	
117-84-0	Di-n-octyl phthalate	ND	5.1	ug/l	
84-66-2	Diethyl phthalate	ND	5.1	ug/l	
131-11-3	Dimethyl phthalate	ND	5.1	ug/l	
117-81-7	bis(2-Ethylhexyl)phthalate	ND	2.0	ug/l	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID:	B-5/TW	Date Sampled:	11/01/16
Lab Sample ID:	MC48566-5	Date Received:	11/02/16
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Method:	SW846 8270D SW846 3510C		
Project:	Solar Street, 156-158 Solar Street, Syracuse, NY		

BN TCL List

CAS No.	Compound	Result	RL	Units	Q
206-44-0	Fluoranthene	ND	2.0	ug/l	
86-73-7	Fluorene	ND	2.0	ug/l	
118-74-1	Hexachlorobenzene	ND	5.1	ug/l	
87-68-3	Hexachlorobutadiene	ND	5.1	ug/l	
77-47-4	Hexachlorocyclopentadiene	ND	10	ug/l	
67-72-1	Hexachloroethane	ND	5.1	ug/l	
193-39-5	Indeno(1,2,3-cd)pyrene	ND	5.1	ug/l	
78-59-1	Isophorone	ND	5.1	ug/l	
91-57-6	2-Methylnaphthalene	4.5	2.0	ug/l	
88-74-4	2-Nitroaniline	ND	10	ug/l	
99-09-2	3-Nitroaniline	ND	10	ug/l	
100-01-6	4-Nitroaniline	ND	10	ug/l	
91-20-3	Naphthalene	65.8	2.0	ug/l	
98-95-3	Nitrobenzene	ND	5.1	ug/l	
621-64-7	N-Nitroso-di-n-propylamine	ND	5.1	ug/l	
86-30-6	N-Nitrosodiphenylamine	ND	10	ug/l	
85-01-8	Phenanthrene	ND	2.0	ug/l	
129-00-0	Pyrene	ND	2.0	ug/l	
120-82-1	1,2,4-Trichlorobenzene	ND	5.1	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
4165-60-0	Nitrobenzene-d5	67%		25-117%
321-60-8	2-Fluorobiphenyl	58%		24-112%
1718-51-0	Terphenyl-d14	90%		48-133%

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-5/TW	Date Sampled: 11/01/16
Lab Sample ID: MC48566-5	Date Received: 11/02/16
Matrix: AQ - Ground Water	Percent Solids: n/a
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	< 4.0	4.0	ug/l	1	11/03/16	11/04/16	EAL SW846 6010C ¹	SW846 3010A ³
Barium	381	50	ug/l	1	11/03/16	11/04/16	EAL SW846 6010C ¹	SW846 3010A ³
Cadmium	< 4.0	4.0	ug/l	1	11/03/16	11/04/16	EAL SW846 6010C ¹	SW846 3010A ³
Chromium	< 10	10	ug/l	1	11/03/16	11/04/16	EAL SW846 6010C ¹	SW846 3010A ³
Lead	129	5.0	ug/l	1	11/03/16	11/04/16	EAL SW846 6010C ¹	SW846 3010A ³
Mercury	< 0.20	0.20	ug/l	1	11/03/16	11/04/16	EAL SW846 7470A ²	SW846 7470A ⁴
Selenium	< 10	10	ug/l	1	11/03/16	11/04/16	EAL SW846 6010C ¹	SW846 3010A ³
Silver	< 5.0	5.0	ug/l	1	11/03/16	11/04/16	EAL SW846 6010C ¹	SW846 3010A ³

- (1) Instrument QC Batch: MA19593
(2) Instrument QC Batch: MA19594
(3) Prep QC Batch: MP26978
(4) Prep QC Batch: MP26980

RL = Reporting Limit

Report of Analysis

Client Sample ID: B-6/TW		Date Sampled: 11/01/16
Lab Sample ID: MC48566-6		Date Received: 11/02/16
Matrix: AQ - Ground Water		Percent Solids: n/a
Method: SW846 8260C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	K101729.D	1	11/06/16	AD	n/a	n/a	MSK3166
Run #2							

Run #1	Purge Volume
Run #1	5.0 ml
Run #2	

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
67-64-1	Acetone	ND	10	ug/l	
71-43-2	Benzene	ND	0.50	ug/l	
75-27-4	Bromodichloromethane	ND	1.0	ug/l	
75-25-2	Bromoform	ND	1.0	ug/l	
74-83-9	Bromomethane	ND	2.0	ug/l	
78-93-3	2-Butanone (MEK)	ND	10	ug/l	
104-51-8	n-Butylbenzene	ND	5.0	ug/l	
135-98-8	sec-Butylbenzene	ND	5.0	ug/l	
98-06-6	tert-Butylbenzene	ND	5.0	ug/l	
75-15-0	Carbon disulfide ^a	ND	5.0	ug/l	
56-23-5	Carbon tetrachloride	ND	1.0	ug/l	
108-90-7	Chlorobenzene	ND	1.0	ug/l	
75-00-3	Chloroethane	ND	2.0	ug/l	
67-66-3	Chloroform	ND	1.0	ug/l	
74-87-3	Chloromethane	ND	2.0	ug/l	
124-48-1	Dibromochloromethane	ND	1.0	ug/l	
75-34-3	1,1-Dichloroethane	ND	1.0	ug/l	
107-06-2	1,2-Dichloroethane	ND	1.0	ug/l	
75-35-4	1,1-Dichloroethene ^a	ND	1.0	ug/l	
156-59-2	cis-1,2-Dichloroethene	ND	1.0	ug/l	
156-60-5	trans-1,2-Dichloroethene	ND	1.0	ug/l	
540-59-0	1,2-Dichloroethene (total)	ND	1.0	ug/l	
78-87-5	1,2-Dichloropropane	ND	2.0	ug/l	
10061-01-5	cis-1,3-Dichloropropene	ND	0.50	ug/l	
10061-02-6	trans-1,3-Dichloropropene	ND	0.50	ug/l	
100-41-4	Ethylbenzene	ND	1.0	ug/l	
591-78-6	2-Hexanone	ND	10	ug/l	
98-82-8	Isopropylbenzene	ND	5.0	ug/l	
99-87-6	p-Isopropyltoluene	ND	5.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	1.0	ug/l	
108-10-1	4-Methyl-2-pentanone (MIBK)	ND	5.0	ug/l	
75-09-2	Methylene chloride ^a	ND	2.0	ug/l	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID:	B-6/TW	Date Sampled:	11/01/16
Lab Sample ID:	MC48566-6	Date Received:	11/02/16
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Method:	SW846 8260C		
Project:	Solar Street, 156-158 Solar Street, Syracuse, NY		

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
91-20-3	Naphthalene	ND	5.0	ug/l	
103-65-1	n-Propylbenzene	ND	5.0	ug/l	
100-42-5	Styrene	ND	5.0	ug/l	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.50	ug/l	
127-18-4	Tetrachloroethene ^a	ND	1.0	ug/l	
108-88-3	Toluene	ND	1.0	ug/l	
71-55-6	1,1,1-Trichloroethane	ND	1.0	ug/l	
79-00-5	1,1,2-Trichloroethane	ND	1.0	ug/l	
79-01-6	Trichloroethene	ND	1.0	ug/l	
95-63-6	1,2,4-Trimethylbenzene	ND	1.0	ug/l	
108-67-8	1,3,5-Trimethylbenzene	ND	1.0	ug/l	
75-01-4	Vinyl chloride	ND	1.0	ug/l	
	m,p-Xylene	ND	1.0	ug/l	
95-47-6	o-Xylene	ND	1.0	ug/l	
1330-20-7	Xylene (total)	ND	1.0	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
1868-53-7	Dibromofluoromethane	95%		76-129%
2037-26-5	Toluene-D8	100%		83-114%
460-00-4	4-Bromofluorobenzene	99%		75-124%

(a) Continuing Calibration outside of acceptance criteria. Reporting Limit response verified by low-level standard.

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-6/TW		Date Sampled: 11/01/16
Lab Sample ID: MC48566-6		Date Received: 11/02/16
Matrix: AQ - Ground Water		Percent Solids: n/a
Method: SW846 8270D SW846 3510C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	W30848.D	1	11/08/16	MR	11/04/16	OP49078	MSW1251
Run #2							

Run #1	Initial Volume	Final Volume
Run #1	980 ml	1.0 ml
Run #2		

BN TCL List

CAS No.	Compound	Result	RL	Units	Q
83-32-9	Acenaphthene	ND	2.0	ug/l	
208-96-8	Acenaphthylene	ND	2.0	ug/l	
120-12-7	Anthracene	ND	2.0	ug/l	
56-55-3	Benzo(a)anthracene	ND	2.0	ug/l	
50-32-8	Benzo(a)pyrene	ND	5.1	ug/l	
205-99-2	Benzo(b)fluoranthene	ND	5.1	ug/l	
191-24-2	Benzo(g,h,i)perylene	ND	2.0	ug/l	
207-08-9	Benzo(k)fluoranthene	ND	2.0	ug/l	
101-55-3	4-Bromophenyl phenyl ether	ND	5.1	ug/l	
85-68-7	Butyl benzyl phthalate	ND	5.1	ug/l	
100-51-6	Benzyl Alcohol	ND	10	ug/l	
91-58-7	2-Chloronaphthalene	ND	5.1	ug/l	
106-47-8	4-Chloroaniline	ND	10	ug/l	
86-74-8	Carbazole	ND	2.0	ug/l	
218-01-9	Chrysene	ND	2.0	ug/l	
111-91-1	bis(2-Chloroethoxy)methane	ND	5.1	ug/l	
111-44-4	bis(2-Chloroethyl)ether	ND	5.1	ug/l	
108-60-1	bis(2-Chloroisopropyl)ether	ND	5.1	ug/l	
7005-72-3	4-Chlorophenyl phenyl ether	ND	5.1	ug/l	
95-50-1	1,2-Dichlorobenzene	ND	5.1	ug/l	
541-73-1	1,3-Dichlorobenzene	ND	5.1	ug/l	
106-46-7	1,4-Dichlorobenzene	ND	5.1	ug/l	
121-14-2	2,4-Dinitrotoluene	ND	10	ug/l	
606-20-2	2,6-Dinitrotoluene	ND	10	ug/l	
91-94-1	3,3'-Dichlorobenzidine	ND	5.1	ug/l	
53-70-3	Dibenzo(a,h)anthracene	ND	5.1	ug/l	
132-64-9	Dibenzofuran	ND	2.0	ug/l	
84-74-2	Di-n-butyl phthalate	ND	5.1	ug/l	
117-84-0	Di-n-octyl phthalate	ND	5.1	ug/l	
84-66-2	Diethyl phthalate	ND	5.1	ug/l	
131-11-3	Dimethyl phthalate	ND	5.1	ug/l	
117-81-7	bis(2-Ethylhexyl)phthalate	ND	2.0	ug/l	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-6/TW	
Lab Sample ID: MC48566-6	Date Sampled: 11/01/16
Matrix: AQ - Ground Water	Date Received: 11/02/16
Method: SW846 8270D SW846 3510C	Percent Solids: n/a
Project: Solar Street, 156-158 Solar Street, Syracuse, NY	

BN TCL List

CAS No.	Compound	Result	RL	Units	Q
206-44-0	Fluoranthene	ND	2.0	ug/l	
86-73-7	Fluorene	ND	2.0	ug/l	
118-74-1	Hexachlorobenzene	ND	5.1	ug/l	
87-68-3	Hexachlorobutadiene	ND	5.1	ug/l	
77-47-4	Hexachlorocyclopentadiene	ND	10	ug/l	
67-72-1	Hexachloroethane	ND	5.1	ug/l	
193-39-5	Indeno(1,2,3-cd)pyrene	ND	5.1	ug/l	
78-59-1	Isophorone	ND	5.1	ug/l	
91-57-6	2-Methylnaphthalene	ND	2.0	ug/l	
88-74-4	2-Nitroaniline	ND	10	ug/l	
99-09-2	3-Nitroaniline	ND	10	ug/l	
100-01-6	4-Nitroaniline	ND	10	ug/l	
91-20-3	Naphthalene	ND	2.0	ug/l	
98-95-3	Nitrobenzene	ND	5.1	ug/l	
621-64-7	N-Nitroso-di-n-propylamine	ND	5.1	ug/l	
86-30-6	N-Nitrosodiphenylamine	ND	10	ug/l	
85-01-8	Phenanthrene	ND	2.0	ug/l	
129-00-0	Pyrene	ND	2.0	ug/l	
120-82-1	1,2,4-Trichlorobenzene	ND	5.1	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
4165-60-0	Nitrobenzene-d5	72%		25-117%
321-60-8	2-Fluorobiphenyl	66%		24-112%
1718-51-0	Terphenyl-d14	87%		48-133%

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-6/TW		Date Sampled: 11/01/16
Lab Sample ID: MC48566-6		Date Received: 11/02/16
Matrix: AQ - Ground Water		Percent Solids: n/a
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	< 4.0	4.0	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³
Barium	167	50	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³
Cadmium	< 4.0	4.0	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³
Chromium	< 10	10	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³
Lead	5.3	5.0	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³
Mercury	< 0.20	0.20	ug/l	1	11/03/16	11/04/16 EAL	SW846 7470A ²	SW846 7470A ⁴
Selenium	< 10	10	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³
Silver	< 5.0	5.0	ug/l	1	11/03/16	11/04/16 EAL	SW846 6010C ¹	SW846 3010A ³

- (1) Instrument QC Batch: MA19593
- (2) Instrument QC Batch: MA19594
- (3) Prep QC Batch: MP26978
- (4) Prep QC Batch: MP26980

RL = Reporting Limit

Report of Analysis

Client Sample ID: B-7/TW		Date Sampled: 11/01/16
Lab Sample ID: MC48566-7		Date Received: 11/02/16
Matrix: AQ - Ground Water		Percent Solids: n/a
Method: SW846 8260C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

Run #1	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	K101730.D	1	11/06/16	AD	n/a	n/a	MSK3166
Run #2							

Run #1	Purge Volume
Run #1	5.0 ml
Run #2	

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
67-64-1	Acetone	ND	10	ug/l	
71-43-2	Benzene	ND	0.50	ug/l	
75-27-4	Bromodichloromethane	ND	1.0	ug/l	
75-25-2	Bromoform	ND	1.0	ug/l	
74-83-9	Bromomethane	ND	2.0	ug/l	
78-93-3	2-Butanone (MEK)	ND	10	ug/l	
104-51-8	n-Butylbenzene	ND	5.0	ug/l	
135-98-8	sec-Butylbenzene	ND	5.0	ug/l	
98-06-6	tert-Butylbenzene	ND	5.0	ug/l	
75-15-0	Carbon disulfide ^a	ND	5.0	ug/l	
56-23-5	Carbon tetrachloride	ND	1.0	ug/l	
108-90-7	Chlorobenzene	ND	1.0	ug/l	
75-00-3	Chloroethane	ND	2.0	ug/l	
67-66-3	Chloroform	ND	1.0	ug/l	
74-87-3	Chloromethane	ND	2.0	ug/l	
124-48-1	Dibromochloromethane	ND	1.0	ug/l	
75-34-3	1,1-Dichloroethane	ND	1.0	ug/l	
107-06-2	1,2-Dichloroethane	ND	1.0	ug/l	
75-35-4	1,1-Dichloroethene ^a	ND	1.0	ug/l	
156-59-2	cis-1,2-Dichloroethene	ND	1.0	ug/l	
156-60-5	trans-1,2-Dichloroethene	ND	1.0	ug/l	
540-59-0	1,2-Dichloroethene (total)	ND	1.0	ug/l	
78-87-5	1,2-Dichloropropane	ND	2.0	ug/l	
10061-01-5	cis-1,3-Dichloropropene	ND	0.50	ug/l	
10061-02-6	trans-1,3-Dichloropropene	ND	0.50	ug/l	
100-41-4	Ethylbenzene	ND	1.0	ug/l	
591-78-6	2-Hexanone	ND	10	ug/l	
98-82-8	Isopropylbenzene	ND	5.0	ug/l	
99-87-6	p-Isopropyltoluene	ND	5.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	1.0	ug/l	
108-10-1	4-Methyl-2-pentanone (MIBK)	ND	5.0	ug/l	
75-09-2	Methylene chloride ^a	ND	2.0	ug/l	

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: B-7/TW		Date Sampled: 11/01/16
Lab Sample ID: MC48566-7		Date Received: 11/02/16
Matrix: AQ - Ground Water		Percent Solids: n/a
Method: SW846 8260C		
Project: Solar Street, 156-158 Solar Street, Syracuse, NY		

VOA TCL + STAR List

CAS No.	Compound	Result	RL	Units	Q
91-20-3	Naphthalene	ND	5.0	ug/l	
103-65-1	n-Propylbenzene	ND	5.0	ug/l	
100-42-5	Styrene	ND	5.0	ug/l	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.50	ug/l	
127-18-4	Tetrachloroethene ^a	ND	1.0	ug/l	
108-88-3	Toluene	ND	1.0	ug/l	
71-55-6	1,1,1-Trichloroethane	ND	1.0	ug/l	
79-00-5	1,1,2-Trichloroethane	ND	1.0	ug/l	
79-01-6	Trichloroethene	ND	1.0	ug/l	
95-63-6	1,2,4-Trimethylbenzene	ND	1.0	ug/l	
108-67-8	1,3,5-Trimethylbenzene	ND	1.0	ug/l	
75-01-4	Vinyl chloride	ND	1.0	ug/l	
	m,p-Xylene	ND	1.0	ug/l	
95-47-6	o-Xylene	ND	1.0	ug/l	
1330-20-7	Xylene (total)	ND	1.0	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
1868-53-7	Dibromofluoromethane	96%		76-129%
2037-26-5	Toluene-D8	98%		83-114%
460-00-4	4-Bromofluorobenzene	97%		75-124%

(a) Continuing Calibration outside of acceptance criteria. Reporting Limit response verified by low-level standard.

ND = Not detected
 RL = Reporting Limit
 E = Indicates value exceeds calibration range

J = Indicates an estimated value
 B = Indicates analyte found in associated method blank
 N = Indicates presumptive evidence of a compound

Misc. Forms

Custody Documents and Other Forms

Includes the following where applicable:

- Chain of Custody



ACCUTEST

CHAIN OF CUSTODY

SGS Accutest of New England
50 D'Angelo Drive, Building One Marlborough, MA 01752
TEL: 508-481-6200 FAX: 508-481-7533
www.accutest.com

FED-EX Tracking #
SGS Accutest Quote #
SGS Accutest Job # MC48566
SGS Accutest Control #

Client / Reporting Information
Project Information
Requested Analysis (see TEST CODE sheet)
Matrix Codes
Company Name: Plumby Engineering
Project Name: Solar Street
Street Address: 8232 Loop Road
City: Baldwinsville, NY 13027
Project Contact: Derek Hudson
Phone: 315-638-8587
Project Manager: DICK

Table with columns: SGS Accutest Sample #, Field ID / Point of Collection, MEQMDI Vial #, Date, Time, Sampled by, Matrix, # of bottles, and various chemical analysis columns (Pb, Ni, Cr, etc.). Rows 1-7 show collection data for Solar Street.

Data Deliverable Information
Comments / Special Instructions
Turnaround Time (Business days)
Approved By (SGS Accutest PM) / Date:
Commercial "A" (Level 1)
Commercial "B" (Level 2)
FULLT1 (Level 3+4)
CT RCP
MA MCP
NYASP Category A
NYASP Category B
Slate Forms
EDD Format
Other
INITIAL ASSESSMENT: 18A SA
LABEL VERIFICATION: YCZ

Sample Custody Worksheet
Relinquished by Sampler: Sara Alesi
Date/Time: 11/1/16 1550
Received By: [Signature]
Relinquished by: [Signature]
Date/Time: 2
Relinquished by: [Signature]
Date/Time: 3
Received By: Well Drill
Relinquished by: [Signature]
Date/Time: 4
Received By: [Signature]
Date/Time: 5
Custody Seal #
Intact / Preserved where applicable / Not intact
On Ice
Cooler Temp: 1.3°C

MC48566: Chain of Custody

4.1 4

SGS Accutest Sample Receipt Summary

Job Number: MC48566

Client: PLUMLEY

Project: SOLAR

Date / Time Received: 11/2/2016 9:20:00 AM

Delivery Method: FEDX

Airbill #'s: 777610687977

Cooler Temps (Initial/Adjusted): #1: (1.3/1.3):

Cooler Security

	<u>Y or N</u>			<u>Y or N</u>	
1. Custody Seals Present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. COC Present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Custody Seals Intact:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Smpl Dates/Time OK	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Cooler Temperature

	<u>Y or N</u>	
1. Temp criteria achieved:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Thermometer ID:	<u>IRGUN1;</u>	
3. Cooler media:	<u>Ice (Bag)</u>	
4. No. Coolers:	<u>1</u>	

Quality Control Preservation

	<u>Y or N</u>		<u>N/A</u>
1. Trip Blank present / cooler:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Trip Blank listed on COC:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Samples preserved properly:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. VOCs headspace free:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

Sample Integrity - Documentation

	<u>Y or N</u>	
1. Sample labels present on bottles:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Container labeling complete:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Sample container label / COC agree:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sample Integrity - Condition

	<u>Y or N</u>	
1. Sample recvd within HT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. All containers accounted for:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Condition of sample:	<u>Intact</u>	

Sample Integrity - Instructions

	<u>Y or N</u>		<u>N/A</u>
1. Analysis requested is clear:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Bottles received for unspecified tests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. Sufficient volume recvd for analysis:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Compositing instructions clear:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Filtering instructions clear:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.1
4

MC48566: Chain of Custody

Page 2 of 2



Limited Hazardous Material Pre-Renovation Survey Report

Syracuse Scale Building
156-158 Solar Street
Syracuse, New York 13204

Prepared for:

Mr. Jonathan H. deForest
Executive Vice President / Principal
BBL Construction Services, LLC
302 Washington Avenue Extension
Albany, New York 12203

Prepared by:

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



January 25, 2018

Mr. Jonathan H. deForest
 Executive Vice President / Principal
 BBL Construction Services, LLC
 302 Washington Avenue Extension
 Albany, New York 12203

**RE: Limited Hazardous Material Pre-Renovation Survey Report
 Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York 13204
 AECC Project Number: 17-257**

Dear Mr. deForest:

The Asbestos & Environmental Consulting Corporation (AECC) conducted a limited hazardous material pre-renovation survey of the Syracuse Scale building, located at 156-158 Solar Street, in Syracuse, New York. The following sections summarize the results:

ASBESTOS PRE-RENOVATION SURVEY

The asbestos bulk samples were collected by Mr. Nicholas Coulombe, Mr. Bryan Airel, 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	ASBESTOS CONTENT
TRANS-001A,B	Transite Paneling (Gray)	3 rd Floor, Rooms 302 & 303 - Under Window and Part of Shelving System	20.0% Chrysotile
WGLZ-002A,B	Window Glazing Compound (White/Gray)	3 rd Floor, Rooms 302 & 303	1.6% Chrysotile
WGLZ-003A,B	Window Glazing Compound (Red)	3 rd Floor, Room 303	NAD
FBRD-004A,B	Fiberboard Wall Paneling (Brown)	3 rd Floor, Room 301 – Under Windows	NAD
WGLZ-005A,B	Window Glazing Compound (Cream)	3 rd Floor, Room 303	<1.0% Anthophyllite
RRF-006A,B	Rolled Roofing Felt (Black)	3 rd Floor, Room 303 – Under Shelving, On Floor	NAD
ELB-007A,B	Electrical Board (Black)	2 nd Floor, Open Section 200 - Inside Electric Panel	NAD
WPNL-008A,B	12"x12" Wall Tile (White)	2 nd Floor, Room 210	NAD

Mr. Jonathan H. deForest
 BBL Construction Services, LLC
Limited Hazardous Material Pre-Renovation Survey Report
Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York 13204

Table 1: Asbestos Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	ASBESTOS CONTENT
CT-009A,B	18"x18" Ceiling Tile (Brown, Smooth)	2 nd Floor, Room 206	NAD
CTM-010A,B	Ceiling Tile Mastic (Dark Brown)	2 nd Floor, Room 206	NAD
SR-011A,B	Ceiling Sheetrock (White)	2 nd Floor, Room 206 - Above Ceiling Tile	NAD
WPNL-012A,B	Wall Paneling (Gray/Tan)	2 nd Floor, Room 206	NAD
FGM-013A,B	Fiberglass Backing Mastic (Black)	2 nd Floor, Room 213 – Behind Wall Paneling	NAD
WPNL-014A,B	Wall Paneling (Red, Brick Pattern)	2 nd Floor, Room 213	NAD
WPNL-015A,B	Wall Paneling (Tan)	2 nd Floor, Room 213	NAD
SR-016A,B	Sheetrock (Gray)	2 nd Floor, Room 212 – Wall	NAD
JC-017A,B	Joint Compound (Tan)	2nd Floor, Room 212 – Wall	1.8% Chrysotile
CPM-018A,B	Carpet Mastic (Brown)	2 nd Floor, Room 209	NAD
FLEV-019A,B	Floor Leveling Compound (White)	2 nd Floor, Room 209 – Under Sheet Flooring	NAD
SHFL-020A,B	Vinyl Sheet Flooring (Brown, Thick)	2 nd Floor, Room 209 – Under Carpeting	NAD
FELT-021A,B	Floor Felt Paper (Gray)	2 nd Floor, Room 209 – Under Sheet Flooring	NAD
FT-022A,B	Self-Stick Floor Tile (White/Black Pattern)	2 nd Floor, Stairwell Landing	NAD
SHFL-023A,B	Vinyl Sheet Flooring (Brown, Thin)	2 nd Floor, Room 208 – Under Carpeting	NAD
FELT-024A,B	Floor Felt Paper (Gray)	2 nd Floor, Room 208 – Under Sheet Flooring	NAD
SR-025A,B	Sheetrock (Gray)	2 nd Floor, Room 215 & Open Section 200 East End	NAD
JC-026A,B	Joint Compound (Off-White)	2nd Floor, Room 215 & Open Section 200 East End	1.8% Chrysotile
SHFL-027A,B	Vinyl Sheet Flooring (Brown/Black)	2 nd Floor, Open Section 200 East End	NAD
FELT-028A,B	Floor Felt (Gray)	2 nd Floor, Open Section 200 East End – Under Sheet Flooring	NAD
CBRD-029A,B	Ceiling Board (Brown)	2 nd Floor, Open Section 200 East End	NAD
VAP-030A,B	Wood Flooring Vapor Barrier (Pink)	2 nd Floor, Open Section 200 Center Portion	TRACE
WMAS-031A,B	Metal Wall Tile Mastic (Tan)	2nd Floor, Room 208 - Behind Metal Tiles	1.4% Anthophyllite

Mr. Jonathan H. deForest
 BBL Construction Services, LLC
Limited Hazardous Material Pre-Renovation Survey Report
Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York 13204

Table 1: Asbestos Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	ASBESTOS CONTENT
WGLZ-032A,B	Window Glazing Compound (White)	3 rd Floor, West Section 300B	NAD
WGLZ-033A,B	Window Glazing Compound (Dark Gray)	3 rd Floor, West Section 300B	NAD
FT-034A,B	12"x12" Floor Tile (Multi-Color, Spotted Pattern)	2 nd Floor, Corridor	NAD
FTM-035A,B	Floor Tile Mastic (Yellow)	2 nd Floor, Corridor	NAD
WMAS-036A,B	Wall Panel Mastic (Light Brown)	2 nd Floor, Bathroom 203	NAD
WMAS-037A,B	Wall Panel Mastic (Tan)	2 nd Floor, Bathroom 203	TRACE
FT-038A,B	9"x9" Floor Tile (Tan)	2nd Floor, Janitor Closet 202	8.7% Chrysotile
FTM-039A,B	Floor Tile Mastic (Black)	2nd Floor, Janitor Closet 202	2.1% Chrysotile
CB-040A,B	6" Cove Base (Black)	2 nd Floor, Janitor Closet 202	NAD
CBM-041A,B	Cove Base Mastic (Brown)	2 nd Floor, Janitor Closet 202	TRACE
TRNS-042A,B	Transite Wall Paneling (Gray)	2nd Floor, Janitor Closet 202 & Bathroom 201	18.2% Chrysotile
PINS-043A,B,C	Pipe Insulation (White)	1st Floor, Open Section 100 Elevated Around Perimeter	36.4% Chrysotile
FT-044A,B	12"x12" Floor Tile (White)	1st Floor, Open Section 100	2.8% Chrysotile
FTM-045A,B	Floor Tile Mastic (Brown)	1 st Floor, Open Section 100	NAD
WGLZ-046A,B	Window Glazing Compound (Gray)	1st Floor, Open Section 100	1.5% Chrysotile
WGLZ-047A,B	Window Glazing Compound (Red)	1 st Floor, Open Section 100	NAD
PINS-048A,B,C	Air-Cell Pipe Insulation (Gray)	1st Floor, Open Section 100 Elevated Around Perimeter	50.0% Chrysotile
PLB-049A,B,C	Wall Plaster – Base Coat (Gray)	1 st Floor, Room 103	NAD
CTG-050A,B	Ceramic Wall Tile Grout (White)	1 st Floor, Bathrooms 101 & 102	NAD
CTM-051A,B	Ceramic Wall Tile Mastic (Tan)	1st Floor, Bathrooms 101 & 102	3.0% Chrysotile
CTG-052A,B	Ceramic Floor Tile Grout (Gray)	1 st Floor, Bathrooms 101 & 102	NAD
CTT-053A,B	Ceramic Floor Tile Thin Set (Gray)	1 st Floor, Bathrooms 101 & 102	NAD
SR-054A,B	Sheetrock (Gray)	1 st Floor, Bathrooms 101 & 102	NAD
JC-055A,B	Joint Compound (White)	1 st Floor, Bathrooms 101 & 102	NAD

Mr. Jonathan H. deForest
 BBL Construction Services, LLC
Limited Hazardous Material Pre-Renovation Survey Report
Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York 13204

Table 1: Asbestos Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	ASBESTOS CONTENT
ECB-056A,B	Electrical Block (Gray)	1 st Floor, Open Section 100 Inside Electric Panel	NAD
TRZO-057A,B	Terrazzo Flooring (Gray)	1 st Floor, Room 103	NAD
CB-058A,B	6" Cove Base (Brown)	1 st Floor, Room 103	NAD
CBM-059A,B	Cove Base Mastic (Brown)	1 st Floor, Room 103	NAD
PLS-060A,B,C	Wall Plaster – Skim Coat (White)	1 st Floor, Room 103 – Behind Wall Paneling	NAD
PLB-061A,B,C	Wall Plaster – Base Coat (Gray)	1 st Floor, Room 103 – Behind Wall Paneling	NAD
WPM-062A,B	Wall Panel Mastic (Tan)	1 st Floor, Room 103	NAD
GSK-063A,B	Boiler Door Gasket (Brown)	1st Floor, Boiler Room 108	57.1% Chrysotile
BINS-064A,B,C	Boiler Door Insulation (Brown)	1 st Floor, Boiler Room 108	NAD
SFP-065A-G	Spray-Applied Fireproofing (Brown)	1 st Floor, Annex – On Walls, Ceiling, and Debris on Floor	NAD
WGLZ-066A,B	Window Glazing Compound (Gray)	1 st Floor, Backroom	TRACE
WGLZ-067A,B	Window Glazing Compound (Red)	1 st Floor, Backroom	NAD
SR-068A,B	Sheetrock (White)	1 st Floor, Backroom – Wall	NAD
FD-069A,B,C	Fire Door Material (Gray)	1 st Floor, Storage Room - Inside Metal Door	NAD
WGLZ-070A,B	Window Glazing Compound (Gray)	1 st Floor, Workshop	NAD
WGLZ-071A,B	Window Glazing Compound (Dark Gray)	1st Floor, Garage	1.5% Chrysotile
SR-072A,B	Sheetrock (White)	1 st Floor, Men's Bathroom	NAD
JC-073A,B	Joint Compound (White)	1 st Floor, Men's Bathroom	NAD
FT-074A,B	9"x9" Floor Tile (Green)	1st Floor, Men's Bathroom	8.3% Chrysotile
FTM-075A,B	Floor Tile Mastic (Black)	1st Floor, Men's Bathroom	14.5% Chrysotile
FTP-076A,B	Floor Tar Paper (Black)	1st Floor, Men's Bathroom	1.5% Chrysotile
CB-077A,B	4" Cove Base (Black)	1 st Floor, Men's Bathroom	NAD
CBM-078A,B	Cove Base Mastic (Tan)	1st Floor, Men's Bathroom	1.8% Chrysotile
ACT-079A,B	2'x4' Acoustical Ceiling Tile (White, Patterned)	1 st Floor, Foyer	NAD

Mr. Jonathan H. deForest
 BBL Construction Services, LLC
Limited Hazardous Material Pre-Renovation Survey Report
Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York 13204

Table 1: Asbestos Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	ASBESTOS CONTENT
SR-080A,B	Sheetrock (White)	1 st Floor, Offices - Wall	NAD
JC-081A,B	Joint Compound (White)	1 st Floor, Offices – Wall	NAD
VAP-082A,B	Floor Vapor Barrier (Black)	1 st Floor, Offices – Under Wood Flooring	NAD
CLK-083A,B	Window Caulk (Gray)	Exterior Workshop Windows	1.6% Anthophyllite & 1.6% Chrysotile
CLK-084A,B	Expansion Joint Caulk (Gray)	Exterior Expansion Joint Between Workshop & Garage	NAD
CLK-085A,B	Door Caulk (Tan/Gray)	Exterior Entry Door to Offices	2.0% Anthophyllite & 2.0% Chrysotile
CLK-086A,B	Window Caulk (Gray)	Exterior Office Windows	2.7% Chrysotile
CLK-087A,B	Door Caulk (Gray)	Exterior Door to Backroom & Stairwell	6.7% Chrysotile
COAT-088A,B,C	Exterior Wall Coating (Gray)	Exterior Stairwell	NAD
WGLZ-089A,B	Window Glazing Compound (Light Gray)	Exterior Annex Windows	TRACE
RR-090A,B	Rolled Roofing with Aluminum Coat (Black/Silver)	Annex Roof	2.7% Chrysotile
CEM-091A,B	Roof Cement (Gray/Black)	Boiler Room Roof	9.6% Chrysotile
BUR-092A,B	Built-Up Roofing (Black)	Boiler Room Roof – Top Layer of Roofing Materials	NAD
PER-093A,B	Perlite Insulation (Brown)	Boiler Room Roof – Bottom Layer of Roofing Materials	NAD
FLSH-094A,B	Roof Flashings (Black)	Boiler Room Roof	10.7% Chrysotile
FLSH-095A,B	Roof Flashings (Black)	2nd Floor Roof – Under Rolled Roofing	3.8% Chrysotile
RR-096A,B	Rolled Roofing (Black/White)	2 nd Floor Roof – Top Layer of Roofing, Under Window	NAD
CEM-097A,B	Roof Cement (Gray/Black)	2nd Floor, Roof – On Roof Flashings	6.3% Chrysotile
RR-098A,B	Rolled Roofing (Black)	2 nd Floor, Roof – Top Layer of Roofing Materials	<1.0% Chrysotile
BUR-099A,B	Built-Up Roofing (Black)	2nd Floor, Roof – Under Rolled Roofing	1.6% Chrysotile
CEM-100A,B	Roof Cement (Black)	2nd Floor, Roof – Under Windows	3.8% Chrysotile
CEM-101A,B	Roof Cement (Gray/Black)	3 rd Floor, Roof – On Roof Flashings	NAD

Mr. Jonathan H. deForest
 BBL Construction Services, LLC
Limited Hazardous Material Pre-Renovation Survey Report
Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York 13204

Table 1: Asbestos Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	ASBESTOS CONTENT
FLSH-102A,B	Roof Flashings (Black)	3 rd Floor, Roof	1.4% Chrysotile
BUR-103A,B	Built-Up Roofing (Black)	3 rd Floor, Roof – Top Layer of Roofing Materials	NAD
TAR-104A,B	Roofing Tar (Black)	3 rd Floor, Roof – Bottom Layer of Roofing Materials	TRACE
RR-105A,B	Rolled Roofing (Black)	Workshop Roof	NAD
FLSH-106A,B	Roof Flashings (Black)	Workshop Roof	2.2% Chrysotile
ARC-107A,B	Aluminum Roof Coating (Silver)	Workshop Roof	NAD
WCLK-108A,B	Window Caulk (Gray)	Exterior Workshop Windows	1.5% Anthophyllite
WCLK-109A,B	Window Caulk (Gray)	Exterior Factory Windows	2.3% Chrysotile

Table Notes:

NAD = No Asbestos Detected
 TRACE = Less Than <0.25% Asbestos

The following asbestos-containing materials (ACMs) and presumed asbestos-containing materials (PACMs) were discovered during the pre-renovation survey:

Table 2: Approximate Quantity of ACMs & PACMs

BUILDING MATERIAL	MATERIAL LOCATION	ESTIMATED QUANTITY	MATERIAL CONDITION
Gray Transite Paneling (TRANS-001)	3 rd Floor - Rooms 301, 302 & 303, Under Windows and Part of Shelving Units	1,000 SF	NF, Damaged
Tan Joint Compound (JC-017)	2 nd Floor – Office Section, Various Walls and Ceilings	660 SF	F, Intact
Off-White Joint Compound (JC-026)	2 nd Floor - Room 215 & Open Section 200, East End	800 SF	F, Intact
Tan Wall Mastic (WMAS-031)	2 nd Floor - Room 208, Behind Metal Tiles	70 SF	NF, Intact
Tan 9"x9" Floor Tile (FT-038)	2 nd Floor - Rooms 201, 202 & 203	300 SF	NF, Damaged
Black Floor Tile Mastic (FTM-039)			
Gray Transite Wall Paneling (TRNS-042)	2 nd Floor - Rooms 201, 202 & 203	500 SF	NF, Intact
White 12"x12" Floor Tile (FT-044)	1 st Floor, Open Section 100 Floor	100 SF	NF, Intact
Gray Window Glazing Compound (WGLZ-002, WGLZ-046)	Exterior & Interior Factory Windows, Around Window Panes	900 SF	NF, Damaged

Mr. Jonathan H. deForest
 BBL Construction Services, LLC
Limited Hazardous Material Pre-Renovation Survey Report
Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York 13204

Table 2: Approximate Quantity of ACMs & PACMs

BUILDING MATERIAL	MATERIAL LOCATION	ESTIMATED QUANTITY	MATERIAL CONDITION
Gray Window Glazing Compound Debris (WGLZ-002, WGLZ-046)	Factory Windows – On Floor and/or on Window Sill	2,800 SF	NF, Damaged
Gray Window Caulk (WCLK-109)	Exterior Factory Windows Around Window Frame (Minor and/or Residual)	100 SF	NF, Damaged
Gray Air-Cell Pipe Insulation (PINS-048)	1 st Floor, Garage, Foyer, Backroom and Open Section 100	1,500 LF	F, Damaged
White Pipe Insulation (PINS-043)			
Pipe Fitting Insulation (PACM)			
Pipe/Pipe Fitting Insulation Debris (PINS-043, PINS-048)	1 st Floor, Above Foyer Ceiling & on Floor in Open Section 100	870 SF	F, Damaged
Tan Ceramic Wall Tile Mastic (CTM-051)	1 st Floor, Bathroom 101 & 102 – Behind Wall Tile	360 SF	NF, Intact
Brown Boiler Door Gasket (GSK-063)	1 st Floor, Boiler Room 108 Inside Boiler Doors	10 SF	F, Intact
Dark Gray Window Glazing Compound (WGLZ-071)	1 st Floor, Garage & Office – Around Window Panes	24 SF	NF, Damaged
Dark Gray Window Glazing Compound Debris (WGLZ-071)	1 st Floor, Garage – On Floor and/or on Window Sill	20 SF	NF, Damaged
Green 9"x9" Floor Tile (FT-074)	1 st Floor, Men's Bathroom Under (FT-034) Floor Tile	60 SF	NF, Damaged
Black Floor Tile Mastic (FTM-075)	1 st Floor, Men's Bathroom Under Floor Tile		
Black Floor Tar Paper (FTP-076)	1 st Floor, Men's Bathroom Under Floor Tile		
Tan Cove Base Mastic (CBM-078)	1 st Floor, Men's Bathroom, Women's Bathroom and Locker Room	80 SF	NF, Intact
Gray Window Caulk (CLK-083)	Exterior Workshop Windows Around Window Frame	16 SF	NF, Damaged
Gray Window Caulk (WCLK-108)			
Tan/Gray Door Caulk (CLK-085)	Exterior Entry Door to Offices Around Door Frame	2 SF	NF, Intact
Gray Window Caulk (CLK-086)	Exterior Office Windows Around Window Frame	26 SF	NF, Damaged
Gray Door Caulk (CLK-087)	Exterior Door to Backroom, Stairwell Doors and Door to Room 111 – Around Door Frame	8 SF	NF, Intact

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Table 2: Approximate Quantity of ACMs & PACMs

BUILDING MATERIAL	MATERIAL LOCATION	ESTIMATED QUANTITY	MATERIAL CONDITION
Black Rolled Roofing & Silver Aluminum Coat (RR-090)	Annex Roof	8,400 SF	NF, NA
Gray/Black Roof Cement (CEM-091)	Boiler Room 108 Roof, Room 106 Roof and Along Southside of Building Where Loading Dock Roof Once Existed	2,000 SF	NF, NA
Black Roof Flashings (FLSH-094)			NF, NA
Black Roof Flashings (FLSH-095)	2 nd Floor Roof, Stairwell Roofs & Elevator Roof – Under Rolled Roofing	5,000 SF	NF, NA
Gray/Black Roof Cement (CEM-097)	2 nd Floor Roof, Stairwell Roofs & Elevator Roof – On Flashings		NF, NA
Black Roof Cement (CEM-100)	2 nd Floor Roof – Under Windows		NF, NA
Black Built-Up Roofing (BUR-099)	2 nd Floor Roof, Stairwell Roofs & Elevator Roof – Under Rolled Roofing	15,000 SF	NF, NA
Black Roof Flashings (FLSH-102)	3 rd Floor Roof	2,500 SF	NF, NA
Black Roof Flashings (FLSH-106)	Workshop Roof	3,600 SF	NF, NA
Electrical Components (PACM)	Throughout Building – Inside Electrical Boxes	500 SF	NF, NA
Elevator Components (PACM)	Elevator Shaft and/or Elevator Penthouse	20 SF	NF, NA
Internal Boiler Components (PACM)	Inside Boiler	60 SF	NF, NA
Vermiculite Insulation & Associated Debris (PACM)	2 nd Floor, Room 206 Above Ceiling and on Floor	260 SF	NF, Damaged

Table Notes:

SF = Square Feet

LF = Linear Feet

F = Friable

NF = Non-Friable

NA = Not Assessed, Due to Safety Issues and/or Snow Covered the Material

Asbestos Bulk Sampling Summary – By regulatory definition, a building material must be greater than one percent (1%) asbestos to be considered an ACM. During this survey, two (2) types of gray transite panels, three (3) types of window glazing compound (white/gray, gray, and dark gray), two (2) types of joint compound (tan and off-white), tan metal wall tile mastic, 9”x9” tan floor tile with associated black mastic, white pipe insulation, 12”x12” white floor tile, gray air-cell pipe insulation, tan ceramic wall tile mastic, 9”x9” green floor tile with associated black mastic / black tar paper, tan cove base mastic, four (4) types of gray window caulk, two (2) types of door caulk (tan/gray and gray), black rolled roofing with silver aluminum coat, two (2)

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types of gray/black roof cement, four (4) types of black roof flashings, black built-up roofing materials, and black roof cement were determined to be ACMs by laboratory analysis. Additionally, pipe fitting insulation, loose-fill vermiculite insulation (and associated debris), internal boiler components, elevator components, and electrical components were designated as PACMs by AECC's field personnel. According to state and federal laws, ACMs and PACMs must be handled and disposed of by a licensed abatement contractor prior to any renovation or demolition-related activities. The laboratory analysis results have been included in Attachment B of this report.

NYSDOL Compliance – Due to the presence of disturbed ACM / PACM identified during this survey, an asbestos contamination assessment must be completed by a NYSDOL-certified Asbestos Building Inspector / Air Monitoring Technician. Once the contamination assessment has been completed, a NYSDOL-certified Asbestos Project Designer must author and submit a site-specific variance petition (since the areas of disturbed material are greater than 10 square feet in size) to the NYSDOL Engineering Services Unit to facilitate the cleanup of the affected areas. Until which time the abatement work is performed, affected areas should be properly labeled and appropriate signage should be installed to prevent anyone from accessing these asbestos-contaminated areas of the building.

OSHA Compliance – It should be noted that the Occupational Safety & Health Administration (OSHA) Asbestos Standard (29 CFR 1926.1101) has a definition for both "asbestos" and "asbestos-containing material." Under OSHA Asbestos Standard, the definition of asbestos covers all materials containing any concentration of detected asbestos, including those with concentrations less than or equal to one percent asbestos (i.e. the cream colored window glazing compound collected in Room 303, the pink wood flooring vapor barrier collected on the 2nd floor, the tan wall panel mastic collected in Bathroom 203, the brown cove base mastic collected from Janitor's Closet 202, the gray window glazing compound collected from the backroom window on the 1st floor, the light gray window glazing compound collected from the annex windows, the black rolled roofing collected from the 2nd floor roof, and roofing tar collected from the 3rd floor roof sampled during this survey). Although work operations conducted in areas where a material contains less than or equal to one percent asbestos is an "unclassified" operation, the employer still must follow the requirements of 29 CFR 1926.1101(g)(1) [except (g)(1)(i)], (g)(2) and (g)(3) that describe engineering and work practice controls operations to prevent unnecessary asbestos exposures to their employees (i.e. worker protection regulations).

Transmittal of Building / Structure Asbestos Survey Information – As required by New York State Industrial Code Rule 56, copies of this report shall be immediately transmitted by the building / structure owner (prior to any renovation-related activities), as follows:

- (1) One (1) copy of the completed asbestos survey shall be sent by the owner or their agent to the local entity charged with issuing a permit for such demolition, renovation, remodeling or repair work under State or local laws.
- (2) One (1) copy of completed asbestos survey shall be kept on the construction site with the asbestos notification and variance, if required, throughout the duration of the asbestos project and any associated demolition, renovation, remodeling or repair project.

LEAD-BASED PAINT INSPECTION

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

Table 3: Lead Paint Chip Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	LEAD CONTENT*
PAINT-001	White Colored Paint	3 rd Floor, Room 303 – From Brick Wall	0.0500%
PAINT-002	Gray Colored Paint	3 rd Floor, Room 303 – From Wood Wall	0.0300%
PAINT-003	Yellow Colored Paint	3 rd Floor, Room 303 – From Wall Paneling	0.302%
PAINT-004	Green Colored Paint	3 rd Floor, Room 303 – From Wall Paneling	0.0256%
PAINT-005	White Colored Paint	3 rd Floor, Room 303 – From Wooden Shelf	<0.00764%
PAINT-006	Yellow Colored Paint	3rd Floor, Room 303 – From Wall Paneling	8.65%
PAINT-007	White Colored Paint	3 rd Floor, Room 302 – From Steel Beam	0.119%
PAINT-008	Red Colored Paint	3rd Floor, Room 301 – From Wall	1.13%
PAINT-009	White Colored Paint	3 rd Floor, Room 301 – From Steel Beam	0.0339%
PAINT-010	Light Blue Colored Paint	2 nd Floor, Open Section 200 – From Brick Wall (East)	0.271%
PAINT-011	Dark Gray Colored Paint	2 nd Floor, Open Section 200 – From Brick Wall (East)	0.0542%
PAINT-012	Yellow Colored Paint	2 nd Floor, Open Section 200 – From Brick Wall (East)	0.0574%
PAINT-013	Light Gray Colored Paint	2 nd Floor, Open Section 200 (East) – From Brick Wall	0.0554%
PAINT-014	White Colored Paint	2 nd Floor, Open Section 200 – East Stairwell Wood Wall	0.0380%
PAINT-015	White Colored Paint	2 nd Floor, Open Section 200 – East Stairwell Wood Ceiling	0.0443%
PAINT-016	Light Gray Colored Paint	2nd Floor, Open Section 200 - East Stairwell Wood Wall	1.49%
PAINT-017	White/Silver Colored Paint	2 nd Floor, Open Section 200 – From Steel Beam (Center)	0.205%
PAINT-018	Yellow/Red Colored Paint	2nd Floor, Open Section 200 – (West) From Metal Railing	10.9%
PAINT-019	Green Colored Paint	2 nd Floor, Open Section 200 – (West) – Wooden Chair	0.104%
PAINT-020	Gray Colored Paint	2 nd Floor, Open Section 200 – (West) From Wood Floor	0.0940%
PAINT-021	Light Green Colored Paint	2 nd Floor, Room 212 – From Wall	0.497%

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Table 3: Lead Paint Chip Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	LEAD CONTENT*
PAINT-022	White/Green Colored Paint	2nd Floor, Bathroom 203 – From Door	3.88%
PAINT-023	Lt. Green/Gray Colored Paint	2 nd Floor, Janitor's Closet 202 – From Wall	0.483%
PAINT-024	Dark Green Colored Paint	2nd Floor, Stairwell Landing – From Concrete Floor	3.63%
PAINT-025	Dark Green Colored Paint	2nd Floor, Room 212 – From Metal Radiator	1.02%
PAINT-026	Silver Colored Paint	2 nd Floor, Bathroom 201 – From Metal Radiator	0.390%
PAINT-027	White/Gray Colored Paint	2nd Floor, Bathroom 201 – From Metal Stall Door	1.04%
PAINT-028	Gray Colored Paint	2nd Floor, Section 200 – From Metal Elevator Door	12.9%
PAINT-029	White Colored Paint	1 st Floor, Open Section 100 (East) – From Steel Beam	0.479%
PAINT-030	White Colored Paint	1st Floor, Open Section 100 (East) – From Brick Wall	0.526%
PAINT-031	Yellow Colored Paint	1st Floor, Bathroom 101 – From Brick Wall	0.877%
PAINT-032	Gray Colored Paint	1 st Floor, Open Section 100 (West) – From Concrete Floor	0.118%
PAINT-033	Green Colored Paint	1st Floor, Room 106 – From Metal Wall	8.25%
PAINT-034	Green Colored Paint	1 st Floor, Boiler Room 108 – From Concrete Block Wall	0.00867%
PAINT-035	Yellow Colored Paint	1st Floor, Corridor, By Boiler Room – From Brick Wall	0.773%
PAINT-036	Blue Colored Paint	1 st Floor, Annex – From Concrete Wall	0.104%
PAINT-037	Yellow Colored Paint	1st Floor, Center Corridor – From Brick Wall	1.28%
PAINT-038	Cream Colored Paint	1 st Floor, Back Room – From Brick Wall	0.0522%
PAINT-039	Green Colored Paint	1st Floor, Garage – From Metal Door	7.45%
PAINT-040	Yellow Colored Paint	1 st Floor, Office Closet - From Concrete Wall	0.0236%
PAINT-041	White Colored Paint	Exterior, Back Room Door – From Wood Door Trim	1.75%
PAINT-042	Red Colored Paint	Exterior, Office Section – From Brick Wall	0.125%
PAINT-043	Red Colored Paint	Exterior, Annex – From Metal Wall	6.65%
PAINT-044	Gray Colored Paint	Exterior, 3rd Floor – From Wood Siding	1.07%

Table Notes:

* = Percentage of Lead by Weight

Lead Paint Chip Sampling Summary – By regulatory definition, LBP is defined as any paint containing a minimum of 0.5% lead by weight. Twenty (20) paint applications (PAINT-003, PAINT-006, PAINT-008, PAINT-010, PAINT-016, PAINT-018, PAINT-022, PAINT-024, PAINT-025, PAINT-027, PAINT-028, PAINT-030, PAINT-031, PAINT-033, PAINT-035, PAINT-037, PAINT-039, PAINT-041, PAINT-043, and PAINT-044) sampled during this survey were determined to be LBP by laboratory analysis. Additionally, it should be noted that all of the other paint applications, except the white colored paint (PAINT-005) on the 3rd floor shelving, are lead-containing materials (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 and disposal of the LBPs and LCMs identified at the project site. The laboratory analysis report for the paint chip sampling has been included in Attachment C.

CAULK SAMPLING FOR PCBs

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

Table 4: PCB Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	PCB CONTENT
CLK-083P	Window Caulk (Gray)	Exterior Workshop Window	BRL
CLK-084P	Expansion Joint Caulk (Gray)	Exterior Expansion Joint Between Workshop & Garage	BRL
CLK-085P	Door Caulk (Tan/Gray)	Exterior Entry Door to Offices	BRL
CLK-086P	Window Caulk (Gray)	Exterior Office Window	BRL
CLK-087P	Door Caulk (Gray)	Exterior Door to Backroom	3.5 ppm
WCLK-108P	Window Caulk (Gray)	Exterior Workshop Window	0.614 ppm
WCLK-109P	Window Caulk (Gray)	Exterior Factory Window	BRL

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 parts per million (ppm) of PCBs. The bulk samples collected during this pre-renovation survey are not PCB-containing bulk materials, as determined by laboratory analysis. However, it should be noted that due to the presence of PCBs (even though the concentrations are less than 50 ppm) in two (2) caulk applications (CLK-087 and WCLK-108), certain handling (OSHA) and disposal requirements (as only certain municipal landfills will accept PCBs at concentrations less than 50 ppm) will apply to these building materials. The PCB laboratory results have been included in Attachment D.

MISCELLANEOUS HAZARDOUS / SPECIAL WASTE INVENTORY

The following items were observed during AECC's survey and presumed to contain the specified hazardous / special wastes in the following table:

Table 5: Miscellaneous Hazardous / Special Waste Inventory

MISCELLANEOUS ITEM	ITEM LOCATION	ESTIMATED COUNT	PRESUMED HAZ MATERIAL	ITEM CONDITION
Fluorescent Light Bulbs	Throughout Building	450	Mercury	Intact
Light Ballasts	Throughout Building	200	PCBs	Intact
Exit Signs (Fluorescent Bulbs & Lead Batteries)	Lobby, Garage & Room 209	3	Mercury, Lead	Intact
Interior Emergency Flood Light Batteries	1 st Floor, Factory Area	2	Lead	Intact
In-Service Thermostats	1 st & 2 nd Floor Factory Areas, Workshop & Room 209	21	Mercury	Intact
Stored Lead Batteries	Workshop	8	Lead	Intact
Elevator Oils	Elevator Penthouse	NQ	Petroleum Compounds, PCBs	Intact
Transformers	1 st Floor, Factory Area	2	PCBs	Intact
Air Conditioning Unit	2 nd Floor, Room 204	1	Freon	Intact
Solvents, Paints	1 st Floor Factory Area, Garage, Work Shop, Backroom, Lobby, & Office Areas	70	VOCs, Lead	Intact
Pesticides, Insecticides, Herbicides and Chemical Fertilizers	1 st Floor Factory Area, Garage, Work Shop, Backroom, Lobby, & Office Areas	10	Pesticides Herbicides	Intact
Automotive Liquids	Garage & Work Shop	140	Petroleum Compounds VOCs	Intact
Oil, Gas, Kerosene Containers	Garage & Work Shop	20	Petroleum Compounds	Intact
Propane (LP), Fuel Oil	Room 110	NQ	Petroleum Compounds	Intact
Electronic Scrap Items	1 st Floor Factory Area, Work Shop	100	Metals	Damaged
Fuel Spill	Boiler Room & Storage Room	500 SF	Petroleum Compounds	Damaged

Table Notes:

NQ = Not Quantified, Due to Inaccessibility

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Miscellaneous Hazardous / Special Wastes Summary – Additional investigation into the status of these materials may be performed to prove that hazardous materials are not present. However; without conducting this additional investigation, these materials must be presumed to contain potentially hazardous materials and handled / disposed of in accordance with all applicable state, federal, and local regulations.

Report Note – In the event that other building materials (materials not specifically identified in this report) are identified during the course of renovation activities, the materials shall be presumed to be hazardous (for asbestos, lead, PCBs, etc.) until examined by an appropriately certified individual and laboratory analysis proves otherwise.

If you have any questions pertaining to this report, please do not hesitate to contact AECC's corporate office at (315) 432-9400.

Sincerely,
Asbestos & Environmental Consulting Corporation



Bryan Bowers
President / Owner

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

ATTACHMENT A

AECC Company License and 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: 02/03/2017
EXPIRATION DATE: 02/28/2018

Duly Authorized Representative – Bryan Bowers:

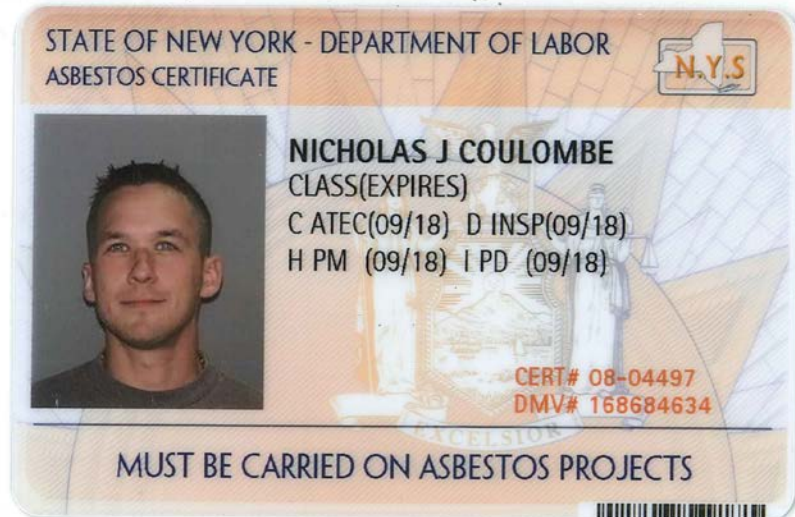
This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with 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

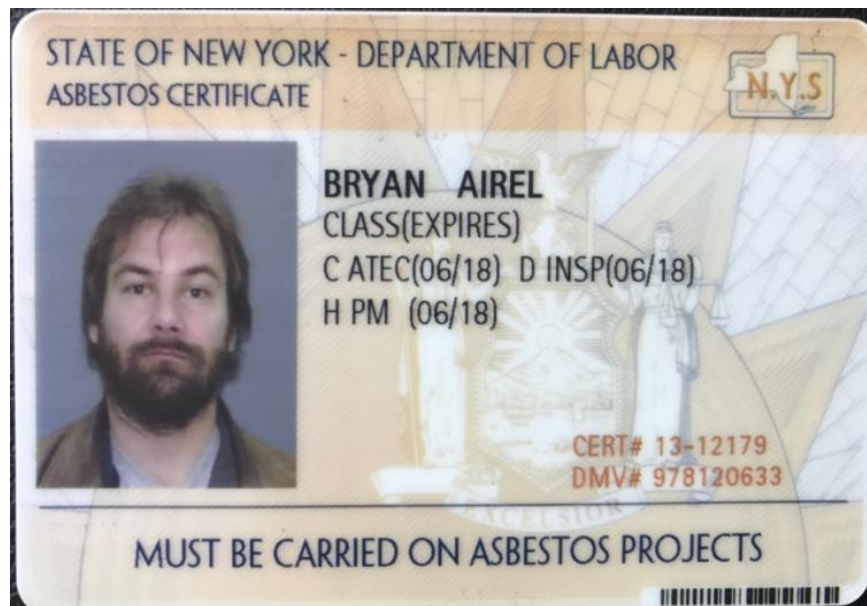
F – Operations & Maintenance

G – Asbestos Supervisor

H – Asbestos Project Monitor

I – Asbestos Project Designer

ASBESTOS CERTIFICATION



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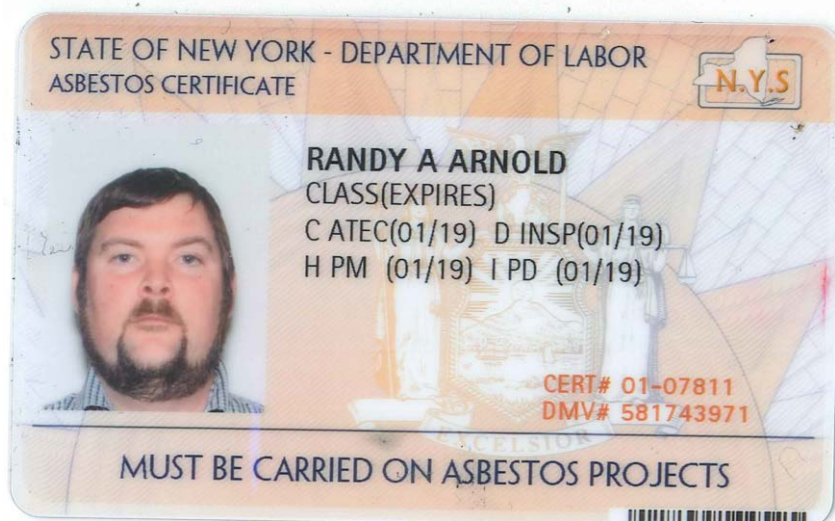
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ASBESTOS CERTIFICATION



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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 6

Asbestos Bulk Sample Laboratory Results



AmeriSci New York

117 EAST 30TH ST.

NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Asbestos & Environmental Consulting C Attn: Bryan Bowers 6308 Fly Road East Syracuse, NY 13057	Date Received 01/04/18 Date Examined 01/07/18 ELAP # 11480 RE: 17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York	AmeriSci Job # 218011248 P.O. # Page 1 of 7
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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
TRNS-001A 001	218011248-01 Location: 3rd Floor Rm 302 & 303 - (Gray) Transite	Yes	20 % (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Grey, Homogeneous, Fibrous, Cementitious, Bulk Material Asbestos Types: Chrysotile 20.0 % Other Material: Non-fibrous 80 %			
TRNS-001B 001	218011248-02 Location: 3rd Floor Rm 302 & 303 - (Gray) Transite		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
WGLZ-002A 002	218011248-03 Location: 3rd Floor Window Rm 302 & 303 - (White/Gray) Window Glaze	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Bo Sun on 01/07/18
Analyst Description: Grey/White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 10.6 %			
WGLZ-002B 002	218011248-04 Location: 3rd Floor Window Rm 302 & 303 - (White/Gray) Window Glaze	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Bo Sun on 01/07/18
Analyst Description: Grey/White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 11.6 %			
WGLZ-003A 003	218011248-05 Location: 3rd Floor Window Rm 303 - (Red) Window Glaze	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Red, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.6 %			

PLM Bulk Asbestos Report

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WGLZ-003B 003	218011248-06 Location: 3rd Floor Window Rm 303 - (Red) Window Glaze	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Red, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.1 %			
FBRD-004A 004	218011248-07 Location: 3rd Floor Rm 301 - (Brown) Fiber Board	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 100 %, Non-fibrous Trace			
FBRD-004B 004	218011248-08 Location: 3rd Floor Rm 301 - (Brown) Fiber Board	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 100 %, Non-fibrous Trace			
WGLZ-005A 005	218011248-09 Location: 3rd Floor Window Rm 303 - (Cream) Window Glaze	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Grey/White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous Talc Trace, Non-fibrous 3.7 %			
WGLZ-005B 005	218011248-10 Location: 3rd Floor Window Rm 303 - (Cream) Window Glaze	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Grey/White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous Talc Trace, Non-fibrous 4 %			
RRF-006A 006	218011248-11 Location: 3rd Floor On Floor (Stoned) Rm 303 - (Black) Rolled Roofing Felt	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 1.4 %			

PLM Bulk Asbestos Report

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
RRF-006B 006	218011248-12 Location: 3rd Floor On Floor (Stoned) Rm 303 - (Black) Rolled Roofing Felt	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 1 %			
ELB-007A 007	218011248-13 Location: 2nd Floor Center Area Rm 200 - (Black) Electrical Board	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
ELB-007B 007	218011248-14 Location: 2nd Floor Center Area Rm 200 - (Black) Electrical Board	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
WPNL-008A 008	218011248-15 Location: 2nd Floor Rm Walls 210 - (White) 12" X 12" Wall Panel	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown/White, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 97 %, Non-fibrous 3 %			
WPNL-008B 008	218011248-16 Location: 2nd Floor Rm Walls 210 - (White) 12" X 12" Wall Panel	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown/White, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 96 %, Non-fibrous 4 %			
CT-009A 009	218011248-17 Location: 2nd Floor Rm Ceiling 206 - (Brown) 18" X 18" Brown Smooth Ceiling Pad	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 100 %, Non-fibrous Trace			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CT-009B 009	218011248-18 Location: 2nd Floor Rm Ceiling 206 - (Brown) 18" X 18" Brown Smooth Ceiling Pad	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 100 %, Non-fibrous Trace			
CTM-010A 010	218011248-19 Location: 2nd Floor Rm Ceiling 206 - (Dark Brown) Ceiling Panel Mastic	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 41.3 %			
CTM-010B 010	218011248-20 Location: 2nd Floor Rm Ceiling 206 - (Dark Brown) Ceiling Panel Mastic	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 38.1 %			
SR-011A 011	218011248-21 Location: 2nd Floor Rm Ceiling 206 - (White) Ceiling Sheetrock	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
SR-011B 011	218011248-22 Location: 2nd Floor Rm Ceiling 206 - (White) Ceiling Sheetrock	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
WPNL-012A 012	218011248-23 Location: 2nd Floor Rm Ceiling 206 - (Gray/Tan) Wall Panel	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Grey/Tan, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 98 %, Non-fibrous 2 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WPNL-012B 012	218011248-24 Location: 2nd Floor Rm Ceiling 206 - (Gray/Tan) Wall Panel	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Grey/Tan, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 98 %, Non-fibrous 2 %			
FGM-013A 013	218011248-25 Location: 2nd Floor Rm 213 - (Black) Fiberglass Mastic	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Silver/Brown/Black, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 2 %, Non-fibrous 11.8 %			
FGM-013B 013	218011248-26 Location: 2nd Floor Rm 213 - (Black) Fiberglass Mastic	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Silver/Brown/Black, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 5 %, Non-fibrous 10.2 %			
WPNL-014A 014	218011248-27 Location: 2nd Floor Rm 213 - (Red Brick Pattern) Wall Panel	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown/Red, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
WPNL-014B 014	218011248-28 Location: 2nd Floor Rm 213 - (Red Brick Pattern) Wall Panel	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown/Red, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
WPNL-015A 015	218011248-29 Location: 2nd Floor Rm 213 - (Tan) Wall Panel	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WPNL-015B 015	218011248-30 Location: 2nd Floor Rm 213 - (Tan) Wall Panel	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
SR-016A 016	218011248-31 Location: 2nd Floor Rm 212 - Sheetrock (Gray)	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown/Grey, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 10 %, Non-fibrous 90 %			
SR-016B 016	218011248-32 Location: 2nd Floor Rm 212 - Sheetrock (Gray)	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown/Grey, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 5 %, Non-fibrous 95 %			
JC-017A 017	218011248-33 Location: 2nd Floor Rm 212 - Joint Compound (Tan)	Yes	1.8 % (EPA 400 PC) by Bo Sun on 01/07/18
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 1.8 % Other Material: Cellulose Trace, Non-fibrous 98.2 %			
JC-017B 017	218011248-34 Location: 2nd Floor Rm 212 - Joint Compound (Tan)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
CPM-018A 018	218011248-35 Location: 2nd Floor Rm 209 - Carpet Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 30.1 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CPM-018B 018	218011248-36 Location: 2nd Floor Rm 209 - Carpet Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 39.3 %			

Reporting Notes:

(1) 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 EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 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: _____ END OF REPORT _____

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

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	TRNS-001A	001	----	----	----	----	Chrysotile 20.0	NA
	Location: 3rd Floor Rm 302 & 303 - (Gray) Transite							
02	TRNS-001B	001	----	----	----	----	NA/PS	NA
	Location: 3rd Floor Rm 302 & 303 - (Gray) Transite							
03	WGLZ-002A	002	0.284	9.5	79.9	8.9	Chrysotile <0.25	Chrysotile 1.6 Anthophyllite Trace
	Location: 3rd Floor Window Rm 302 & 303 - (White/Gray) Window Glaze							
04	WGLZ-002B	002	0.293	13.3	75.1	11.6	Chrysotile <0.25	NA/PS
	Location: 3rd Floor Window Rm 302 & 303 - (White/Gray) Window Glaze							
05	WGLZ-003A	003	0.425	6.4	88.0	5.6	NAD	NAD
	Location: 3rd Floor Window Rm 303 - (Red) Window Glaze							
06	WGLZ-003B	003	0.296	8.4	87.5	4.1	NAD	NAD
	Location: 3rd Floor Window Rm 303 - (Red) Window Glaze							
07	FBRD-004A	004	----	----	----	----	NAD	NA
	Location: 3rd Floor Rm 301 - (Brown) Fiber Board							
08	FBRD-004B	004	----	----	----	----	NAD	NA
	Location: 3rd Floor Rm 301 - (Brown) Fiber Board							
09	WGLZ-005A	005	0.296	9.5	86.8	3.5	NAD	Anthophyllite <1.0
	Location: 3rd Floor Window Rm 303 - (Cream) Window Glaze							
10	WGLZ-005B	005	0.297	10.4	85.5	3.8	NAD	Anthophyllite <1.0
	Location: 3rd Floor Window Rm 303 - (Cream) Window Glaze							
11	RRF-006A	006	0.207	98.1	0.5	1.4	NAD	NAD
	Location: 3rd Floor On Floor (Stoned) Rm 303 - (Black) Rolled Roofing Felt							
12	RRF-006B	006	0.201	98.0	1.0	1.0	NAD	NAD
	Location: 3rd Floor On Floor (Stoned) Rm 303 - (Black) Rolled Roofing Felt							
13	ELB-007A	007	----	----	----	----	NAD	NA
	Location: 2nd Floor Center Area Rm 200 - (Black) Electrical Board							
14	ELB-007B	007	----	----	----	----	NAD	NA
	Location: 2nd Floor Center Area Rm 200 - (Black) Electrical Board							
15	WPNL-008A	008	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm Walls 210 - (White) 12" X 12" Wall Panel							
16	WPNL-008B	008	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm Walls 210 - (White) 12" X 12" Wall Panel							

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York


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	CT-009A	009	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm Ceiling 206 - (Brown) 18" X 18" Brown Smooth Ceiling Pad							
18	CT-009B	009	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm Ceiling 206 - (Brown) 18" X 18" Brown Smooth Ceiling Pad							
19	CTM-010A	010	0.208	53.8	4.8	41.3	NAD	NAD
	Location: 2nd Floor Rm Ceiling 206 - (Dark Brown) Ceiling Panel Mastic							
20	CTM-010B	010	0.194	55.2	6.7	38.1	NAD	NAD
	Location: 2nd Floor Rm Ceiling 206 - (Dark Brown) Ceiling Panel Mastic							
21	SR-011A	011	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm Ceiling 206 - (White) Ceiling Sheetrock							
22	SR-011B	011	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm Ceiling 206 - (White) Ceiling Sheetrock							
23	WPNL-012A	012	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm Ceiling 206 - (Gray/Tan) Wall Panel							
24	WPNL-012B	012	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm Ceiling 206 - (Gray/Tan) Wall Panel							
25	FGM-013A	013	0.109	84.4	1.8	13.8	NAD	NAD
	Location: 2nd Floor Rm 213 - (Black) Fiberglass Mastic							
26	FGM-013B	013	0.158	84.2	0.6	15.2	NAD	NAD
	Location: 2nd Floor Rm 213 - (Black) Fiberglass Mastic							
27	WPNL-014A	014	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm 213 - (Red Brick Pattern) Wall Panel							
28	WPNL-014B	014	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm 213 - (Red Brick Pattern) Wall Panel							
29	WPNL-015A	015	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm 213 - (Tan) Wall Panel							
30	WPNL-015B	015	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm 213 - (Tan) Wall Panel							
31	SR-016A	016	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm 212 - Sheetrock (Gray)							
32	SR-016B	016	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm 212 - Sheetrock (Gray)							

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

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	JC-017A	017	----	----	----	----	Chrysotile 1.8	NA
Location: 2nd Floor Rm 212 - Joint Compound (Tan)								
34	JC-017B	017	----	----	----	----	NA/PS	NA
Location: 2nd Floor Rm 212 - Joint Compound (Tan)								
35	CPM-018A	018	0.146	58.2	11.6	30.1	NAD	NAD
Location: 2nd Floor Rm 209 - Carpet Mastic (Brown)								
36	CPM-018B	018	0.191	41.9	18.8	39.3	NAD	NAD
Location: 2nd Floor Rm 209 - Carpet Mastic (Brown)								

Analyzed by: Karol H. Lu ; Date Analyzed 1/8/2018

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or 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. 17-257
 Client BBL Construction Services, LLC
 Address Syracuse Scale Building
156-158 Solar Street
Syracuse, New York

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

Sample ID	Material Description	Sample Location
TRNS-001A,B	(Gray) Transite	3 rd Floor Rm 302 & 303
WGLZ-002A,B	(White/gray) Window Glaze	3 rd Floor Windows Rm 302 & 303
WGLZ-003A,B	(Red) Window Glaze	3 rd Floor Windows Rm 303
FBED-004A,B	(Brown) Fiber Board	3 rd Floor - Rm 301
WGLZ-005A,B	(Cream) Window Glaze	3 rd Floor Windows - Rm 303
RZF-006A,B	(Black) Rolled Roofing Felt	3 rd Floor on floor (stored) Rm 303
ELB-007A,B	(Black) Electrical Board	2 nd Floor Center Area - Rm 200
WPNL-008A,B	(White) 12"x12" Wall Panel	2 nd Floor Rm Walls - 210
CT-009A,B	(Brown) 18"x18" Brown Smooth Ceiling Panel	2 nd Floor Rm Ceiling - 206
CTM-010A,B	(Dark Brown) Ceiling Panel Mastic	2 nd Floor Rm Ceiling - 206
SR-011A,B	(White) Ceiling Sheetrock	2 nd Floor Rm Ceiling - 206
WPNL-012A,B	(Gray/Tan) Wall Panel	2 nd Floor Rm Ceiling - 206
FGM-013A,B	(Black) Fiberglass Mastic	2 nd Floor Rm 213
WPNL-014A,B	(Red Brick Pattern) Wall Panel	2 nd Floor Rm 213
WPNL-015A,B	(Tan) Wall Panel	2 nd Floor Rm 213
SR-016A,B	SHEET ROCK (GRAY)	2 nd FLOOR Rm 212
JC-017A,B	JOINT COMPOUND (TAN)	2 nd FLOOR Rm 212
CPM-018A,B	CARPET MASTIC (BROWN)	2 nd FLOOR Rm 209

- 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.

2 1 8 0 1 1 2 4 8

Sample Turnaround Time: 5 DAY Verbal To: N/A Phone: N/A

Sampled By: <u>Nyhalas Calender</u>	Date: <u>1/3/18</u>
Shipped By: <u>[Signature]</u>	Date: <u></u>
Received By Lab: <u>Sabrina Bonny</u>	Date: <u>1-4-18</u>
Results e-mailed By: <u>[Signature]</u>	Date: <u>01/08/18</u>



AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

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

East Syracuse, NY 13057

Date Received 01/04/18 **AmeriSci Job #** 218011251
Date Examined 01/07/18 **P.O. #**
ELAP # 11480 **Page** 1 of 7
RE: 17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FLEV-019A 019	218011251-01 Location: 2nd Floor Rm 209 - Floor Leveler (White) "Physically Inseparable Layers In Sample - Sample Composited For Analysis"	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown/White, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 51.3 %			
FLEV-019B 019	218011251-02 Location: 2nd Floor Rm 209 - Floor Leveler (White) "Physically Inseparable Layers In Sample - Sample Composited For Analysis"	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown/White, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 57.3 %			
SHFL-020A 020	218011251-03 Location: 2nd Floor Rm 209 - Sheet Floor "Thick" (Brown)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 8.8 %			
SHFL-020B 020	218011251-04 Location: 2nd Floor Rm 209 - Sheet Floor "Thick" (Brown)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 11.9 %			
FELT-021A 021	218011251-05 Location: 2nd Floor Rm 209 - Floor Felt Paper (Gray)	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FELT-021B 021	218011251-06 Location: 2nd Floor Rm 209 - Floor Felt Paper (Gray)	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 100 %, Non-fibrous Trace			
FT-022A 022	218011251-07 Location: 2nd Floor Stairwell Landing - "Self Stick" Floor Tile (White/Black)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3.8 %			
FT-022B 022	218011251-08 Location: 2nd Floor Stairwell Landing - "Self Stick" Floor Tile (White/Black)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 8.2 %			
SHFL-023A 023	218011251-09 Location: 2nd Floor Rm 208 - Sheet Flooring "Thin" (Brown)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3 %			
SHFL-023B 023	218011251-10 Location: 2nd Floor Rm 208 - Sheet Flooring "Thin" (Brown)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 2.8 %			
FELT-024A 024	218011251-11 Location: 2nd Floor Rm 208 - Floor Felt Paper (Gray)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 18.6 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FELT-024B 024	218011251-12 Location: 2nd Floor Rm 208 - Floor Felt Paper (Gray)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 17.6 %			
SR-025A 025	218011251-13 Location: 2nd Floor Rm 215 & 200 Main Area - Sheetrock (Gray)	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown/Grey, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 15 %, Non-fibrous 85 %			
SR-025B 025	218011251-14 Location: 2nd Floor Rm 215 & 200 Main Area - Sheetrock (Gray)	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown/Grey, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 10 %, Non-fibrous 90 %			
JC-026A 026	218011251-15 Location: 2nd Floor Rm 215 & 200 Main Area - Joint Compound (Off White)	Yes	1.8 % (EPA 400 PC) by Bo Sun on 01/07/18
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 1.8 %			
Other Material: Cellulose Trace, Non-fibrous 98.2 %			
JC-026B 026	218011251-16 Location: 2nd Floor Rm 215 & 200 Main Area - Joint Compound (Off White)		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
SHFL-027A 027	218011251-17 Location: 2nd Floor By NE Door - Sheet Flooring (Brown/Black)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.9 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
SHFL-027B 027	218011251-18 Location: 2nd Floor By NE Door - Sheet Flooring (Brown/Black)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 2.9 %			
FELT-028A 028	218011251-19 Location: 2nd Floor By NE Door - Floor Felt (Gray)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Grey/Black, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 16.9 %			
Comment: Submitted Sample Contained TAR (NOB)			
FELT-028B 028	218011251-20 Location: 2nd Floor By NE Door - Floor Felt (Gray)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Grey/Black, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 27 %			
Comment: Submitted Sample Contained TAR (NOB)			
CBRD-029A 029	218011251-21 Location: 2nd Floor By NE Door - Ceiling Board (Brown)	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 100 %, Non-fibrous Trace			
CBRD-029B 029	218011251-22 Location: 2nd Floor By NE Door - Ceiling Board (Brown)	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 100 %, Non-fibrous Trace			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
VAP-030A 030	218011251-23 Location: 2nd Floor 200 Main Area - Wood Floor Vapor Barrier (Pink)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 7.8 %			
VAP-030B 030	218011251-24 Location: 2nd Floor 200 Main Area - Wood Floor Vapor Barrier (Pink)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 8.6 %			
WMAS-031A 031	218011251-25 Location: 2nd Floor Rm 208, Behind Metal Tiles - Wall Mastic (Tan)	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Bo Sun on 01/07/18
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Anthophyllite <0.25 % pc			
Other Material: Fibrous Talc 3 %, Non-fibrous 20.3 %			
WMAS-031B 031	218011251-26 Location: 2nd Floor Rm 208, Behind Metal Tiles - Wall Mastic (Tan)	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Bo Sun on 01/07/18
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Anthophyllite <0.25 % pc			
Other Material: Fibrous Talc 4 %, Non-fibrous 17.4 %			
WGLZ-032A 032	218011251-27 Location: 3rd Floor, West Section 300B - Window Glaze (White)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous Talc Trace, Non-fibrous 4.6 %			
WGLZ-032B 032	218011251-28 Location: 3rd Floor, West Section 300B - Window Glaze (White)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous Talc Trace, Non-fibrous 3 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WGLZ-033A 033	218011251-29 Location: 3rd Floor, West Section 300B - Window Glaze (Dk Gray)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 0.8 %			
WGLZ-033B 033	218011251-30 Location: 3rd Floor, West Section 300B - Window Glaze (Dk Gray)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 0.9 %			
FT-034A 034	218011251-31 Location: 2nd Floor Hall By Bathrooms - Floor Tile (Multicolor)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Multicolor, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 1.2 %			
FT-034B 034	218011251-32 Location: 2nd Floor Hall By Bathrooms - Floor Tile (Multicolor)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Multicolor, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 1.3 %			
FTM-035A 035	218011251-33 Location: 2nd Floor Hall By Bathrooms - Floor Tile Mastic (Yellow)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 31.9 %			
FTM-035B 035	218011251-34 Location: 2nd Floor Hall By Bathrooms - Floor Tile Mastic (Yellow)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 32.4 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WMAS-036A 036	218011251-35 Location: 2nd Floor Women's Room 203 - Wall Mastic Behind Wall Board (Light Brown)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 15.8 %			
WMAS-036B 036	218011251-36 Location: 2nd Floor Women's Room 203 - Wall Mastic Behind Wall Board (Light Brown)	No	NAD (by NYS ELAP 198.6) by Bo Sun on 01/07/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 15.6 %			

Reporting Notes:

(1) 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 EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 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: _____ END OF REPORT _____

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

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	FLEV-019A	019	0.113	29.2	19.5	51.3	NAD	NAD
	Location: 2nd Floor Rm 209 - Floor Leveler (White) "Physically Inseparable Layers In Sample - Sample Composited For Analysis"							
02	FLEV-019B	019	0.150	30.7	12.0	57.3	NAD	NAD
	Location: 2nd Floor Rm 209 - Floor Leveler (White) "Physically Inseparable Layers In Sample - Sample Composited For Analysis"							
03	SHFL-020A	020	0.147	83.0	8.2	8.8	NAD	NAD
	Location: 2nd Floor Rm 209 - Sheet Floor "Thick" (Brown)							
04	SHFL-020B	020	0.160	82.5	5.6	11.9	NAD	NAD
	Location: 2nd Floor Rm 209 - Sheet Floor "Thick" (Brown)							
05	FELT-021A	021	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm 209 - Floor Felt Paper (Gray)							
06	FELT-021B	021	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm 209 - Floor Felt Paper (Gray)							
07	FT-022A	022	0.131	55.0	41.2	3.8	NAD	NAD
	Location: 2nd Floor Stairwell Landing - "Self Stick" Floor Tile (White/Black)							
08	FT-022B	022	0.158	55.7	36.1	8.2	NAD	NAD
	Location: 2nd Floor Stairwell Landing - "Self Stick" Floor Tile (White/Black)							
09	SHFL-023A	023	0.100	61.0	36.0	3.0	NAD	NAD
	Location: 2nd Floor Rm 208 - Sheet Flooring "Thin" (Brown)							
10	SHFL-023B	023	0.142	59.9	37.3	2.8	NAD	NAD
	Location: 2nd Floor Rm 208 - Sheet Flooring "Thin" (Brown)							
11	FELT-024A	024	0.220	73.2	8.2	18.6	NAD	NAD
	Location: 2nd Floor Rm 208 - Floor Felt Paper (Gray)							
12	FELT-024B	024	0.148	74.3	8.1	17.6	NAD	NAD
	Location: 2nd Floor Rm 208 - Floor Felt Paper (Gray)							
13	SR-025A	025	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm 215 & 200 Main Area - Sheetrock (Gray)							
14	SR-025B	025	----	----	----	----	NAD	NA
	Location: 2nd Floor Rm 215 & 200 Main Area - Sheetrock (Gray)							
15	JC-026A	026	----	----	----	----	Chrysotile 1.8	NA
	Location: 2nd Floor Rm 215 & 200 Main Area - Joint Compound (Off White)							
16	JC-026B	026	----	----	----	----	NA/PS	NA
	Location: 2nd Floor Rm 215 & 200 Main Area - Joint Compound (Off White)							

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

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	SHFL-027A	027	0.122	65.6	29.5	4.9	NAD	NAD
	Location: 2nd Floor By NE Door - Sheet Flooring (Brown/Black)							
18	SHFL-027B	027	0.102	68.6	28.4	2.9	NAD	NAD
	Location: 2nd Floor By NE Door - Sheet Flooring (Brown/Black)							
19	FELT-028A	028	0.189	74.6	8.5	16.9	NAD	NAD
	Location: 2nd Floor By NE Door - Floor Felt (Gray)							
20	FELT-028B	028	0.152	61.2	11.8	27.0	NAD	NAD
	Location: 2nd Floor By NE Door - Floor Felt (Gray)							
21	CBRD-029A	029	----	----	----	----	NAD	NA
	Location: 2nd Floor By NE Door - Ceiling Board (Brown)							
22	CBRD-029B	029	----	----	----	----	NAD	NA
	Location: 2nd Floor By NE Door - Ceiling Board (Brown)							
23	VAP-030A	030	0.257	85.6	6.6	7.7	NAD	Anthophyllite Trace
	Location: 2nd Floor 200 Main Area - Wood Floor Vapor Barrier (Pink)							
24	VAP-030B	030	0.151	90.7	0.7	8.6	NAD	NAD
	Location: 2nd Floor 200 Main Area - Wood Floor Vapor Barrier (Pink)							
25	WMAS-031A	031	0.356	18.0	58.7	21.9	Anthophyllite <0.25	Anthophyllite 1.4
	Location: 2nd Floor Rm 208, Behind Metal Tiles - Wall Mastic (Tan)							
26	WMAS-031B	031	0.304	18.8	59.9	21.4	Anthophyllite <0.25	NAD
	Location: 2nd Floor Rm 208, Behind Metal Tiles - Wall Mastic (Tan)							
27	WGLZ-032A	032	0.219	9.6	85.8	4.6	NAD	NAD
	Location: 3rd Floor, West Section 300B - Window Glaze (White)							
28	WGLZ-032B	032	0.399	10.0	87.0	3.0	NAD	NAD
	Location: 3rd Floor, West Section 300B - Window Glaze (White)							
29	WGLZ-033A	033	0.255	9.8	89.4	0.8	NAD	NAD
	Location: 3rd Floor, West Section 300B - Window Glaze (Dk Gray)							
30	WGLZ-033B	033	0.217	10.1	88.9	0.9	NAD	NAD
	Location: 3rd Floor, West Section 300B - Window Glaze (Dk Gray)							
31	FT-034A	034	0.163	33.1	65.6	1.2	NAD	NAD
	Location: 2nd Floor Hall By Bathrooms - Floor Tile (Multicolor)							
32	FT-034B	034	0.152	34.8	63.9	1.3	NAD	NAD
	Location: 2nd Floor Hall By Bathrooms - Floor Tile (Multicolor)							

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

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	FTM-035A	035	0.094	53.2	14.9	31.9	NAD	NAD
Location: 2nd Floor Hall By Bathrooms - Floor Tile Mastic (Yellow)								
34	FTM-035B	035	0.111	58.6	9.0	32.4	NAD	NAD
Location: 2nd Floor Hall By Bathrooms - Floor Tile Mastic (Yellow)								
35	WMAS-036A	036	0.076	57.9	26.3	15.8	NAD	NAD
Location: 2nd Floor Women's Room 203 - Wall Mastic Behind Wall Board (Light Brown)								
36	WMAS-036B	036	0.090	63.3	21.1	15.6	NAD	NAD
Location: 2nd Floor Women's Room 203 - Wall Mastic Behind Wall Board (Light Brown)								

Analyzed by: Karol H. Lu ; Date Analyzed 1/8/2018

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or 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. 17-257
 Client BBL Construction Services, LLC
 Address Syracuse Scale Building
156-158 Solar Street
Syracuse, New York

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

Sample ID	Material Description	Sample Location
FLEV-019A,B	FLOOR LEVELER (WHITE)	2ND FLOOR RM 209
SHFL-020A,B	SHEET FLOORING "THICK" (BROWN)	2ND FLOOR RM 209
FELT-021A,B	FLOOR FELT PAPER (GRAY)	2ND FLOOR RM 209
FT-022A,B	"SELF STICK" FLOOR TILE (WHITE/BLACK)	2ND FLOOR STAIRWELL LANDING
SHFL-023A,B	SHEET FLOORING "THIN" (BROWN)	2ND FLOOR RM 208
FELT-024A,B	FLOOR FELT PAPER (GRAY)	2ND FLOOR RM 208
SR-025A,B	SHEET ROCK (GRAY)	2ND FLOOR RM 215 & MAIN AREA 200
JC-026A,B	JOINT COMPOUND (OFF WHITE)	2ND FLOOR RM 215 & MAIN AREA 200
SHFL-027A,B	SHEET FLOORING (BROWN/BLACK)	2ND FLOOR BY NE DOOR
FELT-028A,B	FLOOR FELT (GRAY)	2ND FLOOR BY NE DOOR
CRD-029A,B	CEILING BOARD (BROWN)	2ND FLOOR BY NE DOOR
FVAP-030A,B	WOOD FLOOR VAPOR BARRIER (PINK)	2ND FLOOR 200 MAIN AREA
WMAS-031A,B	WALL MASTIC (TAN)	2ND FLOOR RM 208 - BEHIND METAL TILES
WGLZ-032A,B	Window Glaze (white)	3rd Floor - WEST SECTION 300B
WGLZ-033A,B	Window Glaze (DK GRAY)	3rd Floor - WEST SECTION 300B
FT-034A,B	Floor Tile (light color)	2nd Floor Hall by bathrooms
FIM-035A,B	Floor tile mastic (yellow)	2nd Floor Hall by bathrooms
WMAS-036A,B	WALL MASTIC (white)	2nd Floor Women's Room 203

- 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.

218011251

Sample Turnaround Time: 5 DAY Verbal To: _____ Phone: _____

Sampled By:	Date: <u>1/3/18</u>
Shipped By: _____	Date: _____
Received By Lab: <u>Sahina Romay</u>	Date: <u>1-4-18</u>
Results e-mailed By:	Date: <u>01/08/18</u>



AmeriSci New York

117 EAST 30TH ST.

NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Asbestos & Environmental Consulting C
Attn: Bryan Bowers
6308 Fly Road
East Syracuse, NY 13057

Date Received 01/04/18 **AmeriSci Job #** 218011249
Date Examined 01/05/18 **P.O. #**
ELAP # 11480 **Page** 1 of 3
RE: 17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WMAS-037A 01	218011249-01 Location: Behind Wall Tile In Room 203 - Wall Mastic (Tan)	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 01/05/18
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 23.4 %			
WMAS-037B 01	218011249-02 Location: Behind Wall Tile In Room 203 - Wall Mastic (Tan)	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 01/05/18
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 20.9 %			
FT-038A 02	218011249-03 Location: Room 202 - 9" Floor Tile (Tan)	Yes	8.7 % (by NYS ELAP 198.6) by Ella Babayeva on 01/05/18
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 8.7 %			
Other Material: Non-fibrous 45.6 %			
FT-038B 02	218011249-04 Location: Room 202 - 9" Floor Tile (Tan)		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
FTM-039A 03	218011249-05 Location: Room 202 - Floor Tile Mastic (Black)	Yes	2.1 % ¹ (EPA 400 PC) by Ella Babayeva on 01/05/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 2.1 %			
Other Material: Non-fibrous 36 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FTM-039B 03 Location: Room 202 - Floor Tile Mastic (Black)	218011249-06		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
CB-040A 04 Location: Room 202 - 6" Cove Base (Black)	218011249-07	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 01/05/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 18.1 %			
CB-040B 04 Location: Room 202 - 6" Cove Base (Black)	218011249-08	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 01/05/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 18.8 %			
CBM-041A 05 Location: Room 202 - Cove Base Mastic (Brown)	218011249-09	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 01/05/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 53.4 %			
CBM-041B 05 Location: Room 202 - Cove Base Mastic (Brown)	218011249-10	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 01/05/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 50.8 %			
TRNS-042A 06 Location: Room 202 And 201 - Transite Wall Panel (Gray)	218011249-11	Yes	18.2 % (by NYS ELAP 198.1) by Ella Babayeva on 01/05/18
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 18.2 % Other Material: Non-fibrous 81.8 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
 Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
TRNS-042B 06	218011249-12		NA/PS
Location: Room 202 And 201 - Transite Wall Panel (Gray)			

Analyst Description: Bulk Material

Asbestos Types:

Other Material:

Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Ella Babayeva 

*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 EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 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: _____ END OF REPORT _____

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

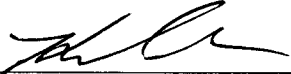
AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	WMAS-037A	01	0.175	22.9	53.7	23.3	NAD	Anthophyllite Trace
Location: Behind Wall Tile In Room 203 - Wall Mastic (Tan)								
02	WMAS-037B	01	0.249	30.5	48.6	20.7	NAD	Anthophyllite Trace Chrysotile Trace
Location: Behind Wall Tile In Room 203 - Wall Mastic (Tan)								
03	FT-038A	02	0.243	25.5	20.2	45.6	Chrysotile 8.7	NA
Location: Room 202 - 9" Floor Tile (Tan)								
04	FT-038B	02	0.175	26.9	32.6	40.6	NA/PS	NA
Location: Room 202 - 9" Floor Tile (Tan)								
05	FTM-039A	03	0.176	52.8	9.1	36.0	Chrysotile 2.1	NA
Location: Room 202 - Floor Tile Mastic (Black)								
06	FTM-039B	03	0.162	51.9	13.6	34.6	NA/PS	NA
Location: Room 202 - Floor Tile Mastic (Black)								
07	CB-040A	04	0.248	61.7	20.2	18.1	NAD	NAD
Location: Room 202 - 6" Cove Base (Black)								
08	CB-040B	04	0.192	59.4	21.9	18.8	NAD	NAD
Location: Room 202 - 6" Cove Base (Black)								
09	CBM-041A	05	0.232	40.5	6.0	53.3	NAD	Chrysotile Trace
Location: Room 202 - Cove Base Mastic (Brown)								
10	CBM-041B	05	0.244	41.8	7.4	50.8	NAD	NAD
Location: Room 202 - Cove Base Mastic (Brown)								
11	TRNS-042A	06	----	----	----	----	Chrysotile 18.2	NA
Location: Room 202 And 201 - Transite Wall Panel (Gray)								
12	TRNS-042B	06	----	----	----	----	NA/PS	NA
Location: Room 202 And 201 - Transite Wall Panel (Gray)								

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

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: Karol H. Lu ; Date Analyzed 1/5/2018

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or 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. 17-257
 Client BBL Construction Services, LLC
 Address Syracuse Scale Building
156-158 Solar Street
Syracuse, New York

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

Sample ID	Material Description	Sample Location
WMAS-037 A,B	WALL MASTIC (TAN)	BEHIND WALL TILE IN ROOM 203
FT-038 A,B	9" FLOOR TILE (TAN)	ROOM 204 202
FTM-039 A,B	FLOOR TILE MASTIC (BLACK)	ROOM 204 202
CB-040 A,B	6" GUE BASE (BLACK)	ROOM 204 202
CBM-041 A,B	GUE BASE MASTIC (BROWN)	ROOM 204 202
TRNS-042 A,B	TRANSITE WALL PANEL (GRAY)	ROOM 204 & 205 202 & 201

- 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.

#218011249

Sample Turnaround Time: 5 DAY Verbal To: _____ Phone: _____

Sampled By: <u>[Signature]</u>	Date: <u>1/3/18</u>
Shipped By: _____	Date: _____
Received By Lab: <u>Sahing Rosny</u>	Date: <u>1-4-18</u>
Results e-mailed By: _____	Date: _____



AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

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

East Syracuse, NY 13057

Date Received 01/10/18 **AmeriSci Job #** 218011769
Date Examined 01/15/18 **P.O. #**
ELAP # 11480 **Page** 1 of 8
RE: 17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PINS-043A 043	218011769-01 Location: 1st Floor - Section 100 / East - Pipe Insulation (White)	Yes	36.4 % (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 36.4 % Other Material: Non-fibrous 63.6 %			
PINS-043B 043	218011769-02 Location: 1st Floor - Section 100 / East - Pipe Insulation (White)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
PINS-043C 043	218011769-03 Location: 1st Floor - Section 100 / East - Pipe Insulation (White)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
FT-044A 044	218011769-04 Location: 1st Floor - Section 100 / East - 12" Floor Tile (White)	Yes	2.8 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 2.8 % Other Material: Non-fibrous 21.4 %			
FT-044B 044	218011769-05 Location: 1st Floor - Section 100 / East - 12" Floor Tile (White)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FTM-045A 045	218011769-06	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Location: 1st Floor - Section 100 / East - Floor Tile Mastic (Brown) Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 17.1 %			
FTM-045B 045	218011769-07	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Location: 1st Floor - Section 100 / East - Floor Tile Mastic (Brown) Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 22.7 %			
WGLZ-046A 046	218011769-08	Yes	1.5 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Location: 1st Floor - Section 100 - Window Glazing Compound (Gray) Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 1.5 %, Anthophyllite <1 % pc Other Material: Non-fibrous 11 %			
WGLZ-046B 046	218011769-09		NA/PS
Location: 1st Floor - Section 100 - Window Glazing Compound (Gray) Analyst Description: Bulk Material Asbestos Types: Other Material:			
WGLZ-047A 047	218011769-10	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Location: 1st Floor - Section 100 - Window Glazing Compound (Red) Analyst Description: Pink, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 6.1 %			
WGLZ-047B 047	218011769-11	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Location: 1st Floor - Section 100 - Window Glazing Compound (Red) Analyst Description: Pink, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.5 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PINS-048A 048	218011769-12 Location: 1st Floor - Section 100 - Pipe Insulation "Aircell" (Gray)	Yes	50 % (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey/White, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types: Chrysotile 50.0 %			
Other Material: Cellulose 40 %, Non-fibrous 10 %			
PINS-048B 048	218011769-13 Location: 1st Floor - Section 100 - Pipe Insulation "Aircell" (Gray)		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
PINS-048C 048	218011769-14 Location: 1st Floor - Section 100 - Pipe Insulation "Aircell" (Gray)		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
PLB-049A 049	218011769-15 Location: 1st Floor - Room 103 - Base Coat Plaster (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PLB-049B 049	218011769-16 Location: 1st Floor - Room 103 - Base Coat Plaster (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PLB-049C 049	218011769-17 Location: 1st Floor - Room 103 - Base Coat Plaster (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CTG-050A 050	218011769-18 Location: 1st Floor - Bathroom 101 & 102 - Ceramic Wall Tile Grout (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
CTG-050B 050	218011769-19 Location: 1st Floor - Bathroom 101 & 102 - Ceramic Wall Tile Grout (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
CTM-051A 051	218011769-20 Location: 1st Floor - Bathroom 101 & 102 - Ceramic Wall Tile Mastic (Tan)	Yes	3 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 26.6 %			
CTM-051B 051	218011769-21 Location: 1st Floor - Bathroom 101 & 102 - Ceramic Wall Tile Mastic (Tan)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
CTG-052A 052	218011769-22 Location: 1st Floor - Bathroom 101 & 102 - Ceramic Floor Tile Grout (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
CTG-052B 052	218011769-23 Location: 1st Floor - Bathroom 101 & 102 - Ceramic Floor Tile Grout (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CTT-053A 053	218011769-24 Location: 1st Floor - Bathroom 101 & 102 - Ceramic Floor Tile Thinset (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
CTT-053B 053	218011769-25 Location: 1st Floor - Bathroom 101 & 102 - Ceramic Floor Tile Thinset (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
SR-054A 054	218011769-26 Location: 1st Floor - Bathroom 101 & 102 - Sheetrock (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 10 %, Non-fibrous 90 %			
SR-054B 054	218011769-27 Location: 1st Floor - Bathroom 101 & 102 - Sheetrock (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 5 %, Non-fibrous 95 %			
JC-055A 055	218011769-28 Location: 1st Floor - Bathroom 101 & 102 - Joint Compound (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
JC-055B 055	218011769-29 Location: 1st Floor - Bathroom 101 & 102 - Joint Compound (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
ECM-056A 056	218011769-30 Location: 1st Floor - Section 100 / West - Electrical Block (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
ECM-056B 056	218011769-31 Location: 1st Floor - Section 100 / West - Electrical Block (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
TRZO-057A 057	218011769-32 Location: 1st Floor - Room 103 - Terrazzo Flooring (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
TRZO-057B 057	218011769-33 Location: 1st Floor - Room 103 - Terrazzo Flooring (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
CB-058A 058	218011769-34 Location: 1st Floor - Room 103 - 6" Cove Base (Brown)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.9 %			
CB-058B 058	218011769-35 Location: 1st Floor - Room 103 - 6" Cove Base (Brown)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.7 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CBM-059A 059	218011769-36 Location: 1st Floor - Room 103 - Cove Base Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 41.7 %			
CBM-059B 059	218011769-37 Location: 1st Floor - Room 103 - Cove Base Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 46.1 %			
PLS-060A 060	218011769-38 Location: 1st Floor - Room 103 - Plaster / Skim Coat (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PLS-060B 060	218011769-39 Location: 1st Floor - Room 103 - Plaster / Skim Coat (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PLS-060C 060	218011769-40 Location: 1st Floor - Room 103 - Plaster / Skim Coat (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Reporting Notes:

Analyzed by: John P. Koubiadis 

*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 EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 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: 

END OF REPORT _____

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York

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	PINS-043A	043	----	----	----	----	Chrysotile 36.4	NA
Location: 1st Floor - Section 100 / East - Pipe Insulation (White)								
02	PINS-043B	043	----	----	----	----	NA/PS	NA
Location: 1st Floor - Section 100 / East - Pipe Insulation (White)								
03	PINS-043C	043	----	----	----	----	NA/PS	NA
Location: 1st Floor - Section 100 / East - Pipe Insulation (White)								
04	FT-044A	044	0.260	27.3	48.5	21.4	Chrysotile 2.8	NA
Location: 1st Floor - Section 100 / East - 12" Floor Tile (White)								
05	FT-044B	044	0.239	24.7	49.0	26.4	NA/PS	NA
Location: 1st Floor - Section 100 / East - 12" Floor Tile (White)								
06	FTM-045A	045	0.222	73.0	9.9	17.1	NAD	NAD
Location: 1st Floor - Section 100 / East - Floor Tile Mastic (Brown)								
07	FTM-045B	045	0.203	68.5	8.9	22.7	NAD	NAD
Location: 1st Floor - Section 100 / East - Floor Tile Mastic (Brown)								
08	WGLZ-046A	046	0.257	14.4	73.2	11.0	Chrysotile 1.5 Anthophyllite <1	NA
Location: 1st Floor - Section 100 - Window Glazing Compound (Gray)								
09	WGLZ-046B	046	0.245	14.3	73.5	12.2	NA/PS	NA
Location: 1st Floor - Section 100 - Window Glazing Compound (Gray)								
10	WGLZ-047A	047	0.329	6.1	87.8	6.1	NAD	NAD
Location: 1st Floor - Section 100 - Window Glazing Compound (Red)								
11	WGLZ-047B	047	0.310	8.4	86.1	5.5	NAD	NAD
Location: 1st Floor - Section 100 - Window Glazing Compound (Red)								
12	PINS-048A	048	----	----	----	----	Chrysotile 50.0	NA
Location: 1st Floor - Section 100 - Pipe Insulation "Aircell" (Gray)								
13	PINS-048B	048	----	----	----	----	NA/PS	NA
Location: 1st Floor - Section 100 - Pipe Insulation "Aircell" (Gray)								
14	PINS-048C	048	----	----	----	----	NA/PS	NA
Location: 1st Floor - Section 100 - Pipe Insulation "Aircell" (Gray)								
15	PLB-049A	049	----	----	----	----	NAD	NA
Location: 1st Floor - Room 103 - Base Coat Plaster (Gray)								
16	PLB-049B	049	----	----	----	----	NAD	NA
Location: 1st Floor - Room 103 - Base Coat Plaster (Gray)								

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results
 17-257; BBL Construction Services, LLC; Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York

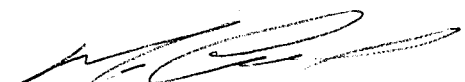
AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	PLB-049C	049	----	----	----	----	NAD	NA
	Location: 1st Floor - Room 103 - Base Coat Plaster (Gray)							
18	CTG-050A	050	----	----	----	----	NAD	NA
	Location: 1st Floor - Bathroom 101 & 102 - Ceramic Wall Tile Grout (White)							
19	CTG-050B	050	----	----	----	----	NAD	NA
	Location: 1st Floor - Bathroom 101 & 102 - Ceramic Wall Tile Grout (White)							
20	CTM-051A	051	0.115	53.0	17.4	26.6	Chrysotile 3.0	NA
	Location: 1st Floor - Bathroom 101 & 102 - Ceramic Wall Tile Mastic (Tan)							
21	CTM-051B	051	0.138	53.6	18.8	27.5	NA/PS	NA
	Location: 1st Floor - Bathroom 101 & 102 - Ceramic Wall Tile Mastic (Tan)							
22	CTG-052A	052	----	----	----	----	NAD	NA
	Location: 1st Floor - Bathroom 101 & 102 - Ceramic Floor Tile Grout (Gray)							
23	CTG-052B	052	----	----	----	----	NAD	NA
	Location: 1st Floor - Bathroom 101 & 102 - Ceramic Floor Tile Grout (Gray)							
24	CTT-053A	053	----	----	----	----	NAD	NA
	Location: 1st Floor - Bathroom 101 & 102 - Ceramic Floor Tile Thinset (Gray)							
25	CTT-053B	053	----	----	----	----	NAD	NA
	Location: 1st Floor - Bathroom 101 & 102 - Ceramic Floor Tile Thinset (Gray)							
26	SR-054A	054	----	----	----	----	NAD	NA
	Location: 1st Floor - Bathroom 101 & 102 - Sheetrock (Gray)							
27	SR-054B	054	----	----	----	----	NAD	NA
	Location: 1st Floor - Bathroom 101 & 102 - Sheetrock (Gray)							
28	JC-055A	055	----	----	----	----	NAD	NA
	Location: 1st Floor - Bathroom 101 & 102 - Joint Compound (White)							
29	JC-055B	055	----	----	----	----	NAD	NA
	Location: 1st Floor - Bathroom 101 & 102 - Joint Compound (White)							
30	ECM-056A	056	----	----	----	----	NAD	NA
	Location: 1st Floor - Section 100 / West - Electrical Block (Gray)							
31	ECM-056B	056	----	----	----	----	NAD	NA
	Location: 1st Floor - Section 100 / West - Electrical Block (Gray)							
32	TRZO-057A	057	----	----	----	----	NAD	NA
	Location: 1st Floor - Room 103 - Terrazzo Flooring (Gray)							

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

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Summary of Bulk Asbestos Analysis Results
 17-257; BBL Construction Services, LLC; Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York

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	TRZO-057B	057	----	----	----	----	NAD	NA
Location: 1st Floor - Room 103 - Terrazzo Flooring (Gray)								
34	CB-058A	058	0.255	28.6	67.5	3.9	NAD	NAD
Location: 1st Floor - Room 103 - 6" Cove Base (Brown)								
35	CB-058B	058	0.193	29.5	64.8	5.7	NAD	NAD
Location: 1st Floor - Room 103 - 6" Cove Base (Brown)								
36	CBM-059A	059	0.259	49.8	8.5	41.7	NAD	NAD
Location: 1st Floor - Room 103 - Cove Base Mastic (Brown)								
37	CBM-059B	059	0.284	48.6	5.3	46.1	NAD	NAD
Location: 1st Floor - Room 103 - Cove Base Mastic (Brown)								
38	PLS-060A	060	----	----	----	----	NAD	NA
Location: 1st Floor - Room 103 - Plaster / Skim Coat (White)								
39	PLS-060B	060	----	----	----	----	NAD	NA
Location: 1st Floor - Room 103 - Plaster / Skim Coat (White)								
40	PLS-060C	060	----	----	----	----	NAD	NA
Location: 1st Floor - Room 103 - Plaster / Skim Coat (White)								

Analyzed by: Marik Peysakhov ; Date Analyzed 1/15/2018

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or 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. 17-257
 Client BBL Construction Services, LLC
 Address Syracuse Scale Building
156-158 Solar Street
Syracuse, New York

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

Sample ID	Material Description	Sample Location
PINS-043A,B,C	PIPE INSULATION (WHITE)	1ST FLOOR - SECTION 100 EAST
FT-044A,B	12" FLOOR TILE (WHITE)	1ST FLOOR - SECTION 100 EAST
FTM-045A,B	FLOOR TILE MASTIC (BROWN)	1ST FLOOR - SECTION 100 EAST
WGLZ-046A,B	WINDOW GLAZING Compound (GRAY)	1ST FLOOR - SECTION 100
WGLZ-047A,B	WINDOW GLAZING Compound (RED)	1ST FLOOR - SECTION 100
PINS-048A,B,C	PPE INSULATION "ARCELL" (GRAY)	1ST FLOOR - SECTION 100
PLB-049A,B,C	BASE COAT PLASTER (GRAY)	1ST FLOOR - ROOM 103
CTG-050A,B	CERAMIC WALL TILE GRAY (WHITE)	1ST FLOOR - BATHROOM 101 & 102
CTM-051A,B	CERAMIC WALL TILE MASTIC (TAN)	1ST FLOOR - BATHROOM 101 & 102
CTG-052A,B	CERAMIC FLOOR TILE GRAY (GRAY)	1ST FLOOR - BATHROOM 101 & 102
CTT-053A,B	CERAMIC FLOOR TILE THINSET (GRAY)	1ST FLOOR - BATHROOM 101 & 102
SR-054A,B	SHEET ROCK (GRAY)	1ST FLOOR - BATHROOM 101 & 102
JC-055A,B	JOINT COMPOUND (WHITE)	1ST FLOOR - BATHROOM 101 & 102
ECB-056A,B	ELECTRICAL BLOCK (GRAY)	1ST FLOOR - SECTION 100 WEST
TRZ-057A,B	TERRAZO FLOORING (GRAY)	1ST FLOOR - ROOM 103
CB-058A,B	6" CORE BASE (BROWN)	1ST FLOOR - ROOM 103
CM-059A,B	CORE BASE MASTIC (BROWN)	1ST FLOOR - ROOM 103
PLS-060A,B,C	PLASTER SKIM COAT (WHITE)	1ST FLOOR - ROOM 103

- 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.

#218011769

Sample Turnaround Time: 5 DAY Verbal To: _____ Phone: _____

Sampled By: <u>[Signature]</u>	Date: <u>1/9/18</u>
Shipped By: <u>SFasan</u>	Date: <u>1-10-18 1123</u>
Received By Lab:	Date:
Results e-mailed By:	Date:



AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

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

East Syracuse, NY 13057

Date Received 01/10/18 **AmeriSci Job #** 218011768
Date Examined 01/15/18 **P.O. #**
ELAP # 11480 **Page** 1 of 8
RE: 17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PLB-061A 061	218011768-01 Location: 1st Floor - Room 103 - Plaster / Base Coat (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Animal hair Trace, Non-fibrous 100 %			
PLB-061B 061	218011768-02 Location: 1st Floor - Room 103 - Plaster / Base Coat (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Animal hair Trace, Non-fibrous 100 %			
PLB-061C 061	218011768-03 Location: 1st Floor - Room 103 - Plaster / Base Coat (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
WPM-062A 062	218011768-04 Location: 1st Floor - Room 103 - Wall Panel Mastic (Tan)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 22.9 %			
WPM-062B 062	218011768-05 Location: 1st Floor - Room 103 - Wall Panel Mastic (Tan)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 17.5 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
GSK-063A 063	218011768-06 Location: 1st Floor - Boiler Room 108 - Boiler Door Gasket (Tan)	Yes	57.1 % (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Tan, Homogeneous, Fibrous, Bulk Material			
Asbestos Types: Chrysotile 57.1 %			
Other Material: Cellulose 35 %, Non-fibrous 7.9 %			
GSK-063B 063	218011768-07 Location: 1st Floor - Boiler Room 108 - Boiler Door Gasket (Tan)		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
BINS-064A 064	218011768-08 Location: 1st Floor - Boiler Room 108 - Boiler Door Insulation (Brown)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous glass 80 %, Non-fibrous 20 %			
BINS-064B 064	218011768-09 Location: 1st Floor - Boiler Room 108 - Boiler Door Insulation (Brown)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous glass 80 %, Non-fibrous 20 %			
BINS-064C 064	218011768-10 Location: 1st Floor - Boiler Room 108 - Boiler Door Insulation (Brown)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous glass 80 %, Non-fibrous 20 %			
SFP-065A 065	218011768-11 Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 95 %, Non-fibrous 5 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
SFP-065B 065	218011768-12 Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 95 %, Non-fibrous 5 %			
SFP-065C 065	218011768-13 Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 95 %, Non-fibrous 5 %			
SFP-065D 065	218011768-14 Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 95 %, Non-fibrous 5 %			
SFP-065E 065	218011768-15 Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 95 %, Non-fibrous 5 %			
SFP-065F 065	218011768-16 Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 95 %, Non-fibrous 5 %			
SFP-065G 065	218011768-17 Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 95 %, Non-fibrous 5 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WGLZ-066A 066	218011768-18 Location: 1st Floor - Back Room - Window Glazing Compound (White)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.5 %			
WGLZ-066B 066	218011768-19 Location: 1st Floor - Back Room - Window Glazing Compound (White)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 6.2 %			
WGLZ-067A 067	218011768-20 Location: 1st Floor - Back Room - Window Glazing Compound (Red)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Pink, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.8 %			
WGLZ-067B 067	218011768-21 Location: 1st Floor - Back Room - Window Glazing Compound (Red)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Pink, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.4 %			
SR-068A 068	218011768-22 Location: 1st Floor - Back Room - Sheetrock (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: OffWhite, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 15 %, Non-fibrous 85 %			
SR-068B 068	218011768-23 Location: 1st Floor - Back Room - Sheetrock (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: OffWhite, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 25 %, Non-fibrous 75 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FD-069A 069	218011768-24 Location: 1st Floor - Storage Room / Door - Fire Door Material (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
FD-069B 069	218011768-25 Location: 1st Floor - Storage Room / Door - Fire Door Material (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
FD-069C 069	218011768-26 Location: 1st Floor - Storage Room / Door - Fire Door Material (Gray)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
WGLZ-070A 070	218011768-27 Location: 1st Floor - Workshop - Window Glazing Compound (Gray)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.5 %			
WGLZ-070B 070	218011768-28 Location: 1st Floor - Workshop - Window Glazing Compound (Gray)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.4 %			
WGLZ-071A 071	218011768-29 Location: 1st Floor - Garage - Window Glazing Compound (Dk. Gray)	Yes	1.5 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 1.5 % Other Material: Non-fibrous 10.7 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WGLZ-071B 071	218011768-30 Location: 1st Floor - Garage - Window Glazing Compound (Dk. Gray)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
SR-072A 072	218011768-31 Location: 1st Floor - Mens Bathroom - Sheetrock (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: OffWhite, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 20 %, Non-fibrous 80 %			
SR-072B 072	218011768-32 Location: 1st Floor - Mens Bathroom - Sheetrock (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: OffWhite, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 15 %, Non-fibrous 85 %			
JC-073A 073	218011768-33 Location: 1st Floor - Mens Bathroom - Joint Compound (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
JC-073B 073	218011768-34 Location: 1st Floor - Mens Bathroom - Joint Compound (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
FT-074A 074	218011768-35 Location: 1st Floor - Mens Bathroom - 9" Floor Tile (Green)	Yes	8.3 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Green, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 8.3 % Other Material: Non-fibrous 50.1 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-074B 074	218011768-36 Location: 1st Floor - Mens Bathroom - 9" Floor Tile (Green)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
FTM-075A 075	218011768-37 Location: 1st Floor - Mens Bathroom - Floor Tile Mastic (Black)	Yes	14.5 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 14.5 % Other Material: Non-fibrous 43.3 %			
FTM-075B 075	218011768-38 Location: 1st Floor - Mens Bathroom - Floor Tile Mastic (Black)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
FTP-076A 076	218011768-39 Location: 1st Floor - Mens Bathroom - Floor Tile Paper (Black)	Yes	1.5 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 1.5 % Other Material: Non-fibrous 7.9 %			
FTP-076B 076	218011768-40 Location: 1st Floor - Mens Bathroom - Floor Tile Paper (Black)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
CB-077A 077	218011768-41 Location: 1st Floor - Mens Bathroom - 4" Cove Base (Black)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 37.2 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CB-077B 077	218011768-42 Location: 1st Floor - Mens Bathroom - 4" Cove Base (Black)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 41.9 %			
CBM-078A 078	218011768-43 Location: 1st Floor - Mens Bathroom - Cove Base Mastic (Tan)	Yes	1.8 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 1.8 % Other Material: Non-fibrous 5.4 %			
CBM-078B 078	218011768-44 Location: 1st Floor - Mens Bathroom - Cove Base Mastic (Tan)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			

Reporting Notes:

Analyzed by: John P. Koubiadis 

*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 EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 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: 

END OF REPORT

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York

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	PLB-061A	061	----	----	----	----	NAD	NA
	Location: 1st Floor - Room 103 - Plaster / Base Coat (Gray)							
02	PLB-061B	061	----	----	----	----	NAD	NA
	Location: 1st Floor - Room 103 - Plaster / Base Coat (Gray)							
03	PLB-061C	061	----	----	----	----	NAD	NA
	Location: 1st Floor - Room 103 - Plaster / Base Coat (Gray)							
04	WPM-062A	062	0.114	37.5	39.6	22.9	NAD	NAD
	Location: 1st Floor - Room 103 - Wall Panel Mastic (Tan)							
05	WPM-062B	062	0.114	50.9	31.6	17.5	NAD	NAD
	Location: 1st Floor - Room 103 - Wall Panel Mastic (Tan)							
06	GSK-063A	063	----	----	----	----	Chrysotile 57.1	NA
	Location: 1st Floor - Boiler Room 108 - Boiler Door Gasket (Tan)							
07	GSK-063B	063	----	----	----	----	NA/PS	NA
	Location: 1st Floor - Boiler Room 108 - Boiler Door Gasket (Tan)							
08	BINS-064A	064	----	----	----	----	NAD	NA
	Location: 1st Floor - Boiler Room 108 - Boiler Door Insulation (Brown)							
09	BINS-064B	064	----	----	----	----	NAD	NA
	Location: 1st Floor - Boiler Room 108 - Boiler Door Insulation (Brown)							
10	BINS-064C	064	----	----	----	----	NAD	NA
	Location: 1st Floor - Boiler Room 108 - Boiler Door Insulation (Brown)							
11	SFP-065A	065	----	----	----	----	NAD	NA
	Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)							
12	SFP-065B	065	----	----	----	----	NAD	NA
	Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)							
13	SFP-065C	065	----	----	----	----	NAD	NA
	Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)							
14	SFP-065D	065	----	----	----	----	NAD	NA
	Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)							
15	SFP-065E	065	----	----	----	----	NAD	NA
	Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)							
16	SFP-065F	065	----	----	----	----	NAD	NA
	Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)							

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York

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	SFP-065G	065	----	----	----	----	NAD	NA	
	Location: 1st Floor - Annex - Spray-On Fireproofing (Brown)								
18	WGLZ-066A	066	0.220	9.5	85.9	4.4	NAD	Anthophyllite Trace	
	Location: 1st Floor - Back Room - Window Glazing Compound (White)								
19	WGLZ-066B	066	0.210	10.0	83.8	6.1	NAD	Anthophyllite Trace	
	Location: 1st Floor - Back Room - Window Glazing Compound (White)								
20	WGLZ-067A	067	0.229	8.3	86.9	4.8	NAD	NAD	
	Location: 1st Floor - Back Room - Window Glazing Compound (Red)								
21	WGLZ-067B	067	0.273	7.3	88.3	4.4	NAD	NAD	
	Location: 1st Floor - Back Room - Window Glazing Compound (Red)								
22	SR-068A	068	----	----	----	----	NAD	NA	
	Location: 1st Floor - Back Room - Sheetrock (White)								
23	SR-068B	068	----	----	----	----	NAD	NA	
	Location: 1st Floor - Back Room - Sheetrock (White)								
24	FD-069A	069	----	----	----	----	NAD	NA	
	Location: 1st Floor - Storage Room / Door - Fire Door Material (Gray)								
25	FD-069B	069	----	----	----	----	NAD	NA	
	Location: 1st Floor - Storage Room / Door - Fire Door Material (Gray)								
26	FD-069C	069	----	----	----	----	NAD	NA	
	Location: 1st Floor - Storage Room / Door - Fire Door Material (Gray)								
27	WGLZ-070A	070	0.194	4.6	93.8	1.5	NAD	NAD	
	Location: 1st Floor - Workshop - Window Glazing Compound (Gray)								
28	WGLZ-070B	070	0.264	6.4	93.2	0.4	NAD	NAD	
	Location: 1st Floor - Workshop - Window Glazing Compound (Gray)								
29	WGLZ-071A	071	0.230	10.4	77.4	10.7	Chrysotile 1.5	NA	
	Location: 1st Floor - Garage - Window Glazing Compound (Dk. Gray)								
30	WGLZ-071B	071	0.245	11.8	75.9	12.2	NA/PS	NA	
	Location: 1st Floor - Garage - Window Glazing Compound (Dk. Gray)								
31	SR-072A	072	----	----	----	----	NAD	NA	
	Location: 1st Floor - Mens Bathroom - Sheetrock (White)								
32	SR-072B	072	----	----	----	----	NAD	NA	
	Location: 1st Floor - Mens Bathroom - Sheetrock (White)								

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

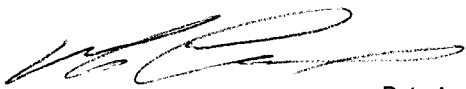
17-257; BBL Construction Services, LLC; Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York

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	JC-073A	073	----	----	----	----	NAD	NA
	Location: 1st Floor - Mens Bathroom - Joint Compound (White)							
34	JC-073B	073	----	----	----	----	NAD	NA
	Location: 1st Floor - Mens Bathroom - Joint Compound (White)							
35	FT-074A	074	0.226	28.8	12.8	50.1	Chrysotile 8.3	NA
	Location: 1st Floor - Mens Bathroom - 9" Floor Tile (Green)							
36	FT-074B	074	0.332	32.2	9.9	57.8	NA/PS	NA
	Location: 1st Floor - Mens Bathroom - 9" Floor Tile (Green)							
37	FTM-075A	075	0.083	30.1	12.0	43.4	Chrysotile 14.5	NA
	Location: 1st Floor - Mens Bathroom - Floor Tile Mastic (Black)							
38	FTM-075B	075	0.110	29.1	14.5	56.4	NA/PS	NA
	Location: 1st Floor - Mens Bathroom - Floor Tile Mastic (Black)							
39	FTP-076A	076	0.203	78.3	12.3	7.9	Chrysotile 1.5	NA
	Location: 1st Floor - Mens Bathroom - Floor Tile Paper (Black)							
40	FTP-076B	076	0.267	78.7	11.2	10.1	NA/PS	NA
	Location: 1st Floor - Mens Bathroom - Floor Tile Paper (Black)							
41	CB-077A	077	0.269	34.2	28.6	37.2	NAD	NAD
	Location: 1st Floor - Mens Bathroom - 4" Cove Base (Black)							
42	CB-077B	077	0.267	33.7	24.3	41.9	NAD	NAD
	Location: 1st Floor - Mens Bathroom - 4" Cove Base (Black)							
43	CBM-078A	078	0.276	39.9	52.9	5.4	Chrysotile 1.8	NA
	Location: 1st Floor - Mens Bathroom - Cove Base Mastic (Tan)							
44	CBM-078B	078	0.165	66.1	23.6	10.3	NA/PS	NA
	Location: 1st Floor - Mens Bathroom - Cove Base Mastic (Tan)							

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building - 156-158 Solar Street, Syracuse, New York

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: Marik Peysakhov ; Date Analyzed 1/15/2018

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or 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. 17-257
 Client BBL Construction Services, LLC
 Address Syracuse Scale Building
156-158 Solar Street
Syracuse, New York

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

Sample ID	Material Description	Sample Location
PLB-061A,B,C	PLASTER BASE COAT (GRAY)	1ST FLOOR - Room 103
WPM-062A,B	Wall Panel Mastic (Tan)	1ST FLOOR - Room 103
GRK-063A,B	Boiler Room Gasket (Tan)	1ST FLOOR - Boiler Room 105
BINS-064A,B,C	Boiler Room Insulation (Brown)	1ST FLOOR - Boiler Room 105
SEF-065A-G	SPRAY-ON FIRE STOPPING (Brown)	1ST FLOOR - ANNEX
WGLZ-066A,B	Window Glazing Compound (White)	1ST FLOOR - BACK ROOM
WGLZ-067A,B	Window Glazing Compound (Red)	1ST FLOOR - BACK ROOM
SR-068A,B	SHEETROCK (White)	1ST FLOOR - BACK ROOM
FD-069A,B,C	FIRE DOOR MASTIC (Gray)	1ST FLOOR - STORAGE RM DOOR
WGLZ-070A,B	Window Glazing Compound (Gray)	1ST FLOOR - WORKSHOP
WGLZ-070A,B	Window Glazing Compound (Red)	1ST FLOOR - GARAGE
SR-072A,B	SHEETROCK (White)	1ST FLOOR - MEN'S BATH ROOM
JL-073A,B	JOINT COMPOUND (White)	1ST FLOOR - MEN'S BATH ROOM
FT-074A,B	9" FLOOR TILE (GREEN)	1ST FLOOR - MEN'S BATH ROOM
FTM-075A,B	FLOOR TILE MASTIC (Black)	1ST FLOOR - MEN'S BATH ROOM
FTP-076A,B	FLOOR TILE PAPER (Black)	1ST FLOOR - MEN'S BATH ROOM
CB-077A,B	4" CORE BASE (Black)	1ST FLOOR - MEN'S BATH ROOM
CBM-078A,B	CORE BASE MASTIC (Tan)	1ST FLOOR - MEN'S BATH ROOM

- 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.

218011768

Sample Turnaround Time: 5 DAY Verbal To: _____ Phone: _____

Sampled By: <u>Wm Cull</u>	Date: <u>1/9/18</u>
Shipped By: <u>JFegan</u>	Date: <u>1-10-18 1123</u>
Received By Lab:	Date:
Results e-mailed By:	Date:



AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

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

East Syracuse, NY 13057

Date Received 01/10/18 **AmeriSci Job #** 218011766
Date Examined 01/15/18 **P.O. #**
ELAP # 11480 **Page** 1 of 7
RE: 17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York (Report Amended 1/15/2018)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
ACT-079A 079	218011766-01 Location: 1st Floor - Foyer - 2 x 4 Pattern Ceiling Tile (White)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 11.4 %			
ACT-079B 079	218011766-02 Location: 1st Floor - Foyer - 2 x 4 Pattern Ceiling Tile (White)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 14.4 %			
SR-080A 080	218011766-03 Location: 1st Floor - Offices - Sheetrock (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
SR-080B 080	218011766-04 Location: 1st Floor - Offices - Sheetrock (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
JC-081A 081	218011766-05 Location: 1st Floor - Offices - Joint Compound (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York (Report
Amended 1/15/2018)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
JC-081B 081	218011766-06 Location: 1st Floor - Offices - Joint Compound (White)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
VAP-082A 082	218011766-07 Location: 1st Floor - Offices - Floor Vapor Barrier (Black)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 0.6 %			
VAP-082B 082	218011766-08 Location: 1st Floor - Offices - Floor Vapor Barrier (Black)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 2.2 %			
CLK-083A 083	218011766-09 Location: 1st Floor - Workshop - Window Caulk (Gray)	Yes	3.2 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 1.6 %, Anthophyllite 1.6 %			
Other Material: Fibrous Talc 5 %, Non-fibrous 23.3 %			
CLK-083B 083	218011766-10 Location: 1st Floor - Workshop - Window Caulk (Gray)		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
CLK-084A 084	218011766-11 Location: 1st Floor - Between Workshop & Garage - Expansion Caulk (Gray)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 14.8 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York (Report Amended 1/15/2018)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CLK-084B 084	218011766-12	No	NAD
Location: 1st Floor - Between Workshop & Garage - Expansion Caulk (Gray)			(by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 5.1 %			
CLK-085A 085	218011766-13	Yes	Trace (<0.25 % pc) ¹
Location: 1st Floor - Foyer Entry Door - Door Caulk (Tan / Gray)			(EPA 400 PC) by John P. Koubiadis on 01/15/18
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Anthophyllite <0.25 % pc			
Other Material: Fibrous Talc 3 %, Non-fibrous 14.1 %			
CLK-085B 085	218011766-14	Yes	4 %
Location: 1st Floor - Foyer Entry Door - Door Caulk (Tan / Gray)			(by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 2.0 %, Anthophyllite 2.0 %			
Other Material: Fibrous Talc 5 %, Non-fibrous 33.9 %			
CLK-086A 086	218011766-15	Yes	2.7 %
Location: 1st Floor - Offices - Window Caulk (Gray)			(by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 2.7 %, Anthophyllite <1 % pc			
Other Material: Non-fibrous 31 %			
CLK-086B 086	218011766-16		NA/PS
Location: 1st Floor - Offices - Window Caulk (Gray)			
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
CLK-087A 087	218011766-17	Yes	6.7 %
Location: 1st Floor - Back Room Door Stairwell - Door Caulk (Gray)			(by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 6.7 %			
Other Material: Non-fibrous 23.6 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York (Report Amended 1/15/2018)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CLK-087B 087	218011766-18		NA/PS
Location: 1st Floor - Back Room Door Stairwell - Door Caulk (Gray)			
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
COAT-088A 088	218011766-19	No	NAD
Location: 1st Floor - Stairwell Wall - Exterior Wall Coating (Gray)			
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
COAT-088B 088	218011766-20	No	NAD
Location: 1st Floor - Stairwell Wall - Exterior Wall Coating (Gray)			
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
COAT-088C 088	218011766-21	No	NAD
Location: 1st Floor - Stairwell Wall - Exterior Wall Coating (Gray)			
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
WGLZ-089A 089	218011766-22	No	NAD
Location: Annex Windows - Window Glazing Compound (Lt. Gray)			
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 11.3 %			
WGLZ-089B 089	218011766-23	No	NAD
Location: Annex Windows - Window Glazing Compound (Lt. Gray)			
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 8.8 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York (Report Amended 1/15/2018)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
RR-090A 090	218011766-24	Yes	2.7 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
<p>Location: Annex Roof - Rolled Roofing W/ Silver Coat (Black / Silver)</p> <p>Analyst Description: Silver/Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 2.7 % Other Material: Non-fibrous 20.7 %</p>			
RR-090B 090	218011766-25		NA/PS
<p>Location: Annex Roof - Rolled Roofing W/ Silver Coat (Black / Silver)</p> <p>Analyst Description: Bulk Material Asbestos Types: Other Material:</p>			
CEM-091A 090	218011766-26	Yes	9.6 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
<p>Location: Boiler Rm. Roof - Roof Cement (Gray / Black)</p> <p>Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 9.6 % Other Material: Non-fibrous 9.6 %</p>			
CEM-091B 091	218011766-27		NA
<p>Location: Boiler Rm. Roof - Roof Cement (Gray / Black)</p> <p>Analyst Description: Bulk Material Asbestos Types: Other Material:</p>			
BUR-092A 091	218011766-28	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
<p>Location: Boiler Rm. Roof - Built Up Roofing (Black)</p> <p>Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.5 %</p>			
BUR-092B 092	218011766-29	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
<p>Location: Boiler Rm. Roof - Built Up Roofing (Black)</p> <p>Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.6 %</p>			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York (Report Amended 1/15/2018)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PER-093A 092	218011766-30 Location: Boiler Rm. Roof - Perlite Insulation (Brown)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 60 %, Non-fibrous 40 %			
PER-093B 092	218011766-31 Location: Boiler Rm. Roof - Perlite Insulation (Brown)	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 01/15/18
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 60 %, Non-fibrous 40 %			
FLSH-094A 092	218011766-32 Location: Boiler Rm. Roof - Roof Flashing (Black)	Yes	10.7 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 10.7 % Other Material: Non-fibrous 10.6 %			
FLSH-094B 094	218011766-33 Location: Boiler Rm. Roof - Roof Flashing (Black)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
FLSH-095A 094	218011766-34 Location: 2nd Floor Roof - Roof Flashing (Black)	Yes	3.8 % (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 3.8 % Other Material: Non-fibrous 4.8 %			
FLSH-095B 095	218011766-35 Location: 2nd Floor Roof - Roof Flashing (Black)		NA
Analyst Description: Bulk Material Asbestos Types: Other Material:			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York (Report Amended 1/15/2018)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
RR-096A 096	218011766-36 Location: 2nd Floor Roof - Rolled Roofing (Gray / Black)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 25.5 %			
RR-096B 096	218011766-37 Location: 2nd Floor Roof - Rolled Roofing (Gray / Black)	No	NAD (by NYS ELAP 198.6) by John P. Koubiadis on 01/15/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 26.9 %			

Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: John P. Koubiadis

*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 EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 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: _____

END OF REPORT _____

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York (Report Amended 1/15/2018)

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	ACT-079A	079	0.236	75.0	13.6	11.4	NAD	NAD
	Location: 1st Floor - Foyer - 2 x 4 Pattern Ceiling Tile (White)							
02	ACT-079B	079	0.202	74.3	11.4	14.4	NAD	NAD
	Location: 1st Floor - Foyer - 2 x 4 Pattern Ceiling Tile (White)							
03	SR-080A	080	---	---	---	---	NAD	NA
	Location: 1st Floor - Offices - Sheetrock (White)							
04	SR-080B	080	---	---	---	---	NAD	NA
	Location: 1st Floor - Offices - Sheetrock (White)							
05	JC-081A	081	---	---	---	---	NAD	NA
	Location: 1st Floor - Offices - Joint Compound (White)							
06	JC-081B	081	---	---	---	---	NAD	NA
	Location: 1st Floor - Offices - Joint Compound (White)							
07	VAP-082A	082	0.174	96.0	3.4	0.6	NAD	NAD
	Location: 1st Floor - Offices - Floor Vapor Barrier (Black)							
08	VAP-082B	082	0.138	95.7	2.2	2.2	NAD	NAD
	Location: 1st Floor - Offices - Floor Vapor Barrier (Black)							
09	CLK-083A	083	0.178	24.2	44.4	28.3	Chrysotile 1.6	NA
	Location: 1st Floor - Workshop - Window Caulk (Gray)							
10	CLK-083B	083	0.196	25.0	38.3	36.7	Anthophyllite 1.6 NA/PS	NA
	Location: 1st Floor - Workshop - Window Caulk (Gray)							
11	CLK-084A	084	0.162	42.0	43.2	14.8	NAD	NAD
	Location: 1st Floor - Between Workshop & Garage - Expansion Caulk (Gray)							
12	CLK-084B	084	0.236	40.3	54.7	5.1	NAD	NAD
	Location: 1st Floor - Between Workshop & Garage - Expansion Caulk (Gray)							
13	CLK-085A	085	0.205	23.9	59.0	17.1	Anthophyllite <0.25	NA
	Location: 1st Floor - Foyer Entry Door - Door Caulk (Tan / Gray)							
14	CLK-085B	085	0.205	23.4	33.7	38.9	Chrysotile 2.0 Anthophyllite 2.0	NA
	Location: 1st Floor - Foyer Entry Door - Door Caulk (Tan / Gray)							
15	CLK-086A	086	0.175	26.9	39.4	31.0	Chrysotile 2.7 Anthophyllite <1	NA
	Location: 1st Floor - Offices - Window Caulk (Gray)							
16	CLK-086B	086	0.135	21.5	36.3	42.2	NA/PS	NA
	Location: 1st Floor - Offices - Window Caulk (Gray)							

Table I
Summary of Bulk Asbestos Analysis Results


17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York (Report Amended 1/15/2018)

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	CLK-087A	087	0.188	25.0	44.7	23.6	Chrysotile 6.7	NA
	Location: 1st Floor - Back Room Door Stairwell - Door Caulk (Gray)							
18	CLK-087B	087	0.207	24.6	42.0	33.3	NA/PS	NA
	Location: 1st Floor - Back Room Door Stairwell - Door Caulk (Gray)							
19	COAT-088A	088	---	---	---	---	NAD	NA
	Location: 1st Floor - Stairwell Wall - Exterior Wall Coating (Gray)							
20	COAT-088B	088	---	---	---	---	NAD	NA
	Location: 1st Floor - Stairwell Wall - Exterior Wall Coating (Gray)							
21	COAT-088C	088	---	---	---	---	NAD	NA
	Location: 1st Floor - Stairwell Wall - Exterior Wall Coating (Gray)							
22	WGLZ-089A	089	0.382	4.2	84.6	11.2	NAD	Anthophyllite Trace
	Location: Annex Windows - Window Glazing Compound (Lt. Gray)							
23	WGLZ-089B	089	0.487	3.3	87.9	8.7	NAD	Anthophyllite Trace
	Location: Annex Windows - Window Glazing Compound (Lt. Gray)							
24	RR-090A	090	0.158	67.1	9.5	20.7	Chrysotile 2.7	NA
	Location: Annex Roof - Rolled Roofing W/ Silver Coat (Black / Silver)							
25	RR-090B	090	0.176	70.5	7.4	22.2	NA/PS	NA
	Location: Annex Roof - Rolled Roofing W/ Silver Coat (Black / Silver)							
26	CEM-091A	090	0.448	76.6	4.2	9.6	Chrysotile 9.6	NA
	Location: Boiler Rm. Roof - Roof Cement (Gray / Black)							
27	CEM-091B	091	0.218	81.2	6.9	11.9	NA	NA
	Location: Boiler Rm. Roof - Roof Cement (Gray / Black)							
28	BUR-092A	091	0.213	97.7	1.9	0.5	NAD	NAD
	Location: Boiler Rm. Roof - Built Up Roofing (Black)							
29	BUR-092B	092	0.159	98.1	1.3	0.6	NAD	NAD
	Location: Boiler Rm. Roof - Built Up Roofing (Black)							
30	PER-093A	092	---	---	---	---	NAD	NA
	Location: Boiler Rm. Roof - Perlite Insulation (Brown)							
31	PER-093B	092	---	---	---	---	NAD	NA
	Location: Boiler Rm. Roof - Perlite Insulation (Brown)							
32	FLSH-094A	092	0.169	73.4	5.3	10.7	Chrysotile 10.7	NA
	Location: Boiler Rm. Roof - Roof Flashing (Black)							

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York (Report Amended 1/15/2018)

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	FLSH-094B	094	0.319	57.1	6.3	36.7	NA/PS	NA
	Location: Boiler Rm. Roof - Roof Flashing (Black)							
34	FLSH-095A	094	0.256	81.6	9.8	4.8	Chrysotile 3.8	NA
	Location: 2nd Floor Roof - Roof Flashing (Black)							
35	FLSH-095B	095	0.305	78.0	8.5	13.4	NA	NA
	Location: 2nd Floor Roof - Roof Flashing (Black)							
36	RR-096A	096	0.196	64.3	10.2	25.5	NAD	NAD
	Location: 2nd Floor Roof - Rolled Roofing (Gray / Black)							
37	RR-096B	096	0.197	58.9	14.2	26.9	NAD	NAD
	Location: 2nd Floor Roof - Rolled Roofing (Gray / Black)							

Analyzed by: Marik Peysakhov ; Date Analyzed 1/15/2018

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or 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. 17-257
 Client BBL Construction Services, LLC
 Address **Syracuse Scale Building**
 156-158 Solar Street
 Syracuse, New York

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

Sample ID	Material Description	Sample Location
ACT-079A,B	Zi4 Pattern Ceiling Tile (White)	1st 1st Floor - Foyer
SR-080A,B	Sheetrock (White)	1st Floor - Offices
JL-081A,B	Joint Compound (White)	1st Floor - Offices
VAP-082A,B	Floor Vapor Barrier (Black)	1st Floor - Offices
CLK-083A,B	Window Caulk (Gray)	1st Floor - Workshop
CLK-084A,B	Expansion Caulk (Gray)	1st Floor - Between Workshop & Garage
CLK-085A,B	Door Caulk (Tan/Gray)	1st Floor - Foyer Entry Door
CLK-086A,B	Window Caulk (Gray)	1st Floor - Offices
CLK-087A,B	Door Caulk (Gray)	1st Floor - Backroom Door + Stairwell
COAT-088A,B,C	Exterior Wall Coating (Gray)	1st Floor - Stairwell Wall
WG2-089A,B	Window Glazing Compound (Lt. Gray)	ANNEX Windows
RF-090A,B	Roller Roofing w/ Silver Coat (Black/Silver)	ANNEX ROOF
CEM-091A,B	Reinforcement (Gray/Black)	1st Floor Boiler Rm Roof
BUR-092A,B	Built up Roofing (Black)	Boiler Rm Roof
PER-093A,B	Perlite Insulation (Brown)	Boiler Rm Roof
FLH-094A,B	Roof Flashing (Black)	Boiler Rm Roof
FLH-095A,B	Roof Flashing (Black)	2nd Floor Roof
RF-096A,B	Roller Roofing (Gray/Black)	2nd Floor Roof

- 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.

#218011766

Sample Turnaround Time: 5 DAY Verbal To: _____ Phone: _____

Sampled By:	Date: 1/9/18
Shipped By:	Date: 1-10-18 1123
Received By Lab:	Date:
Results e-mailed By:	Date:



AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Asbestos & Environmental Consulting C
Attn: Bryan Bowers
6308 Fly Road
East Syracuse, NY 13057

Date Received 01/10/18 **AmeriSci Job #** 218011767
Date Examined 01/14/18 **P.O. #**
ELAP # 11480 **Page** 1 of 5
RE: 17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CEM-097A 097	218011767-01 Location: 2nd Floor Roof - Roof Cement (Black/Gray)	Yes	6.3 % (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 6.3 % Other Material: Non-fibrous 17.4 %			
CEM-097B 097	218011767-02 Location: 2nd Floor Roof - Roof Cement (Black/Gray)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
RR-098A 098	218011767-03 Location: 2nd Floor Roof - Rolled Roofing (Black)	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 4 %			
RR-098B 098	218011767-04 Location: 2nd Floor Roof - Rolled Roofing (Black)	No	NAD (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.6 %			
BUR-099A 099	218011767-05 Location: 2nd Floor Roof - Built Up Roofing (Black)	Yes	1.6 % ¹ (EPA 400 PC) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 1.6 % Other Material: Non-fibrous 26.6 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
BUR-099B 099	218011767-06 Location: 2nd Floor Roof - Built Up Roofing (Black)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
CEM-100A 100	218011767-07 Location: 2nd Floor Roof - Built Up Roofing (Black)	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 25.9 %			
CEM-100B 100	218011767-08 Location: 2nd Floor Roof - Built Up Roofing (Black)	Yes	3.8 % (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 3.8 % Other Material: Non-fibrous 26.6 %			
CEM-101A 101	218011767-09 Location: 3rd Floor Roof - Roof Cement (Black)	No	NAD (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 25 %			
CEM-101B 101	218011767-10 Location: 3rd Floor Roof - Roof Cement (Black)	No	NAD (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 27 %			
FLSH-102A 102	218011767-11 Location: 3rd Floor Roof Edge At Wall - Roof Flashing (Black)	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 19.8 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FLSH-102B 102	218011767-12 Location: 3rd Floor Roof Edge At Wall - Roof Flashing (Black)	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <0.25 % pc			
Other Material: Non-fibrous 21.8 %			
BUR-103A 103	218011767-13 Location: 3rd Floor Roof Field - Built Up Roofing (Black)	No	NAD (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 12.5 %			
BUR-103B 103	218011767-14 Location: 3rd Floor Roof Field - Built Up Roofing (Black)	No	NAD (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 14 %			
TAR-104A 104	218011767-15 Location: 3rd Floor Roof Bottom Layer - Roof Tar (Black)	No	NAD (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 2.6 %			
TAR-104B 104	218011767-16 Location: 3rd Floor Roof Bottom Layer - Roof Tar (Black)	No	NAD (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 5 %			
RR-105A 105	218011767-17 Location: Work Shop Roof - Rolled Roofing (Black)	No	NAD (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 1.7 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale
Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
RR-105B 105	218011767-18 Location: Work Shop Roof - Rolled Roofing (Black)	No	NAD (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.8 %			
FLSH-106A 106	218011767-19 Location: Work Shop Roof Perimeter - Roof Flashing (Black)	Yes	2.2 % (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 2.2 % Other Material: Non-fibrous 11.5 %			
FLSH-106B 106	218011767-20 Location: Work Shop Roof Perimeter - Roof Flashing (Black)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
ARC-107A 107	218011767-21 Location: Work Shop Roof On Seams - Aluminum Roof Coating (Silver)	No	NAD (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4 %			
ARC-107B 107	218011767-22 Location: Work Shop Roof On Seams - Aluminum Roof Coating (Silver)	No	NAD (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.3 %			
WCLK-108A 108	218011767-23 Location: Work Shop Windows - Window Caulk (Gray)	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Karol H. Lu on 01/14/18
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc, Anthophyllite <0.25 % pc Other Material: Fibrous Talc 2 %, Non-fibrous 47 %			

PLM Bulk Asbestos Report

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WCLK-108B 108	218011767-24 Location: Work Shop Windows - Window Caulk (Gray)	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Karol H. Lu on 01/14/18
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc, Anthophyllite <0.25 % pc Other Material: Fibrous Talc 2 %, Non-fibrous 45 %			
WCLK-109A 109	218011767-25 Location: Old Factory Section Windows - Window Caulk (Gray)	Yes	2.3 % (by NYS ELAP 198.6) by Karol H. Lu on 01/14/18
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 2.3 % Other Material: Non-fibrous 6.5 %			
WCLK-109B 109	218011767-26 Location: Old Factory Section Windows - Window Caulk (Gray)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			

Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Karol H. Lu 

*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 EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 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: _____ END OF REPORT _____

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

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	CEM-097A	097	0.156	69.2	7.1	17.4	Chrysotile 6.3	NA
Location: 2nd Floor Roof - Roof Cement (Black/Gray)								
02	CEM-097B	097	0.212	72.6	0.9	26.4	NA/PS	NA
Location: 2nd Floor Roof - Roof Cement (Black/Gray)								
03	RR-098A	098	0.248	73.4	22.5	3.8	Chrysotile <0.25	Chrysotile <1.0
Location: 2nd Floor Roof - Rolled Roofing (Black)								
04	RR-098B	098	0.277	76.2	20.2	3.5	NAD	Chrysotile Trace
Location: 2nd Floor Roof - Rolled Roofing (Black)								
05	BUR-099A	099	0.202	21.3	50.5	26.6	Chrysotile 1.6	NA
Location: 2nd Floor Roof - Built Up Roofing (Black)								
06	BUR-099B	099	0.278	32.4	52.2	15.5	NA/PS	NA
Location: 2nd Floor Roof - Built Up Roofing (Black)								
07	CEM-100A	100	0.166	69.9	4.2	25.9	Chrysotile <0.25	NA
Location: 2nd Floor Roof - Built Up Roofing (Black)								
08	CEM-100B	100	0.115	69.6	0.0	26.6	Chrysotile 3.8	NA
Location: 2nd Floor Roof - Built Up Roofing (Black)								
09	CEM-101A	101	0.200	68.5	6.5	25.0	NAD	NAD
Location: 3rd Floor Roof - Roof Cement (Black)								
10	CEM-101B	101	0.200	58.0	15.0	27.0	NAD	NAD
Location: 3rd Floor Roof - Roof Cement (Black)								
11	FLSH-102A	102	0.258	74.8	5.4	18.4	Chrysotile <0.25	Chrysotile 1.4
Location: 3rd Floor Roof Edge At Wall - Roof Flashing (Black)								
12	FLSH-102B	102	0.293	74.4	3.8	21.8	Chrysotile <0.25	NA/PS
Location: 3rd Floor Roof Edge At Wall - Roof Flashing (Black)								
13	BUR-103A	103	0.208	84.6	2.8	12.5	NAD	NAD
Location: 3rd Floor Roof Field - Built Up Roofing (Black)								
14	BUR-103B	103	0.379	80.2	5.8	14.0	NAD	NAD
Location: 3rd Floor Roof Field - Built Up Roofing (Black)								
15	TAR-104A	104	0.310	96.5	1.0	2.5	NAD	Chrysotile Trace
Location: 3rd Floor Roof Bottom Layer - Roof Tar (Black)								
16	TAR-104B	104	0.440	91.6	3.4	4.9	NAD	Chrysotile Trace
Location: 3rd Floor Roof Bottom Layer - Roof Tar (Black)								

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

17-257; BBL Construction Services, LLC; Syracuse Scale Building, 156-158 Solar Street, Syracuse, New York

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	RR-105A	105	0.237	73.4	24.9	1.7	NAD	NAD
Location: Work Shop Roof - Rolled Roofing (Black)								
18	RR-105B	105	0.214	70.6	26.6	2.8	NAD	NAD
Location: Work Shop Roof - Rolled Roofing (Black)								
19	FLSH-106A	106	0.364	81.0	5.2	11.5	Chrysotile 2.2	NA
Location: Work Shop Roof Perimeter - Roof Flashing (Black)								
20	FLSH-106B	106	0.228	85.5	0.9	13.6	NA/PS	NA
Location: Work Shop Roof Perimeter - Roof Flashing (Black)								
21	ARC-107A	107	0.126	71.4	24.6	4.0	NAD	NAD
Location: Work Shop Roof On Seams - Aluminum Roof Coating (Silver)								
22	ARC-107B	107	0.120	79.2	17.5	3.3	NAD	NAD
Location: Work Shop Roof On Seams - Aluminum Roof Coating (Silver)								
23	WCLK-108A	108	0.192	24.0	27.1	47.4	Chrysotile <0.25 Anthophyllite <0.25	Chrysotile Trace Anthophyllite 1.5
Location: Work Shop Windows - Window Caulk (Gray)								
24	WCLK-108B	108	0.266	28.9	24.1	47.0	Chrysotile <0.25 Anthophyllite <0.25	NA/PS
Location: Work Shop Windows - Window Caulk (Gray)								
25	WCLK-109A	109	0.387	5.4	85.8	6.5	Chrysotile 2.3	NA
Location: Old Factory Section Windows - Window Caulk (Gray)								
26	WCLK-109B	109	0.236	6.4	86.9	6.8	NA/PS	NA
Location: Old Factory Section Windows - Window Caulk (Gray)								

Analyzed by: Marik Peysakhov ; Date Analyzed 1/15/2018

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or 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. 17-257
 Client BBL Construction Services, LLC
 Address **Syracuse Scale Building**
 156-158 Solar Street
 Syracuse, New York

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

Sample ID	Material Description	Sample Location
CEM-047 A,B	ROOF CEMENT (BLACK/GRAY)	2nd floor ROOF
RL-048 A,B	ROLLED ROOFING (BLACK)	2nd floor ROOF
BUR-049 A,B	BUILT UP ROOFING (BLACK)	2nd floor ROOF
CEM-100 A,B	ROOF CEMENT (BLACK)	2nd floor ROOF - UNDER WINDOWS
CEM-101 A,B	Roof Cement (BLACK)	3rd floor ROOF
FLSH-102A,B	Roof flashing (BLACK)	3rd floor ROOF edge at wall
BUR-103A,B	Built up Roofing (BLACK)	3rd floor ROOF field
TAR-104A,B	Roof TAR (BLACK)	3rd floor ROOF Bottom layer
RR-105A,B	Rolled Roofing (BLACK)	work shop ROOF
FLSH-106A,B	Roof flashing (BLACK)	work shop ROOF perimeter
ARC-107A,B	Aluminum roof coating (silver)	work shop ROOF on seams
WCLK-108A,B	Window CAULK (Gray)	work shop Windows
WCLK-109A,B	Window CAULK (Gray)	old factory section windows

- 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.

2 1 8 0 1 1 7 6 7

Sample Turnaround Time: 5 DAY Verbal To: _____ Phone: _____

Sampled By:	Date: 1/9/18
Shipped By: <u>JFagan</u>	Date: 1-16-18 1123
Received By Lab:	Date:
Results e-mailed By:	Date:

ATTACHMENT 7

Lead Paint Chip Sample 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 #: 242756

Matrix Paint
Received 01/05/18
Analyzed 01/06/18
Reported 01/09/18

Attn:
Project: 156-158 Solar Street
Location: Syracuse, NY
Number: 17-257

PO Number:

Table with 8 columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Rows include sample details for 242756-001 through 242756-012, including lead concentrations and reporting limits.

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. 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.



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 #: 242756

Matrix: Paint
Received: 01/05/18
Analyzed: 01/06/18
Reported: 01/09/18

Attn:
Project: 156-158 Solar Street
Location: Syracuse, NY
Number: 17-257

PO Number:

Table with 8 columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Rows include sample IDs 242756-013 through 242756-025 with corresponding lead concentration data.

Sample weight below method guidelines.

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. 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.



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 #: 242756

Matrix: Paint
Received: 01/05/18
Analyzed: 01/06/18
Reported: 01/09/18

Attn:
Project: 156-158 Solar Street
Location: Syracuse, NY
Number: 17-257

PO Number:

Table with 8 columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Rows include Lead samples with various locations like EPA 7000B / 3050B, Mens Room Radiator, Mens Room Stall Door, and Elevator Door.

Analyst: HI
242756-01/09/18 06:02 PM

Signature of Eric Broaddus
Reviewed By: Eric Broaddus
Analyst

Federal Lead Paint Statute

Table with 3 columns: Location, Clearance, Unit. Rows: Lead in paint by weight (< 0.50 %), Lead in paint as PPM (< 5000 mg/kg)

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. 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.



Lead Paint Chip Sample Chain of Custody

Project No. 17-257
 Client BBL Construction Services, LLC
 Address **Syracuse Scale Building**
 156-158 Solar Street
 Syracuse, New York

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

Sample ID	Material Description	Sample Location	Analysis Required
PAINT-001	White Wall Paint	3 rd Floor Brick Wall	EPA 7000B Lead
PAINT-002	Gray Wall Paint	3 rd Floor Wood Wall	EPA 7000B Lead
PAINT-003	Yellow Wall Paint	3 rd Floor Wall Paneling - Top layer	EPA 7000B Lead
PAINT-004	Greenish Wall Paint	3 rd Floor Wall Paneling	EPA 7000B Lead
PAINT-005	White Shelving Paint	3 rd Floor Wooden Shelves	EPA 7000B Lead
PAINT-006	Yellow Wall Paint	3 rd Floor Wall Paneling - Bottom layer	EPA 7000B Lead
PAINT-007	White Beam Paint	3 rd Floor Steel Beams	EPA 7000B Lead
PAINT-008	Red Wall Patch Paint	3 rd Floor Wall Patches	EPA 7000B Lead
PAINT-009	White Beam Paint	3 rd Floor Beams	EPA 7000B Lead
PAINT-010	Light Blue Wall Paint	2 nd Floor Brick wall	EPA 7000B Lead
PAINT-011	Dark Gray Wall Paint	2 nd Floor Brick Wall	EPA 7000B Lead
PAINT-012	White/Yellow Wall Paint	2 nd Floor Brick Wall	EPA 7000B Lead
PAINT-013	Light Gray Wall Paint	2 nd Floor Brick wall	EPA 7000B Lead
PAINT-014	White Wall Paint	2 nd Floor on Wood wall	EPA 7000B Lead
PAINT-015	White Ceiling Paint	2 nd Floor on Wood Ceiling	EPA 7000B Lead
PAINT-016	Light Gray Wall Paint	2 nd Floor on Wood wall	EPA 7000B Lead
PAINT-017	White/Silver Beam Paint	2 nd Floor Steel Beams	EPA 7000B Lead
PAINT-018	Yellow/Red Safety Paint	2 nd Floor on Metal	EPA 7000B Lead
PAINT-019	Green Chair Paint	2 nd Floor on Wooden Chair	EPA 7000B Lead
PAINT-020	Gray Floor Paint	2 nd Floor on Wood Floor	EPA 7000B Lead
PAINT-021	Light Green Wall Paint	2 nd Floor Wall Rm 212	EPA 7000B Lead

Sample Turnaround Time: 5 DAYS ~~STANDARD~~ Verbal To: N/A Phone: N/A

Sampled By:	Date: 1/3/18
Shipped By:	Date:
Received By Lab:	Date:
Results e-mailed By:	Date:

R 28

242756

V:242\242756

fghraizi 1/5/2018 9:50:00 AM
 UPS 1Z2E2899905 393117



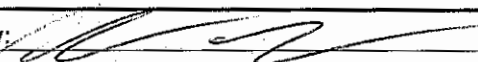
Lead Paint Chip Sample Chain of Custody

Project No. 17-257
 Client BBL Construction Services, LLC
 Address Syracuse Scale Building
156-158 Solar Street
Syracuse, New York

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

Sample ID	Material Description	Sample Location	Analysis Required
PAINT-022	white/green & grey paint	womens Bathroom Door - 2 nd floor	EPA 7000B Lead
PAINT-023	lt. green/grey/white paint	Janitor Closet Wall - 2 nd floor	EPA 7000B Lead
PAINT-024	lt. green/dark green paint	concrete floor - 2 nd floor landing	EPA 7000B Lead
PAINT-025	green/dark green paint	Radiator Room 212	EPA 7000B Lead
PAINT-026	Silver paint	Mens Room Radiator - 2 nd floor	EPA 7000B Lead
PAINT-027	white/grey paint	Mens Room Stall Door - 2 nd floor	EPA 7000B Lead
PAINT-028	grey paint	Elevator Door - 2 nd floor	EPA 7000B Lead
			EPA 7000B Lead
			EPA 7000B Lead
			EPA 7000B Lead
			EPA 7000B Lead
			EPA 7000B Lead
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			EPA 7000B Lead
			EPA 7000B Lead
			EPA 7000B Lead

Sample Turnaround Time: 5 DAY Verbal To: _____ Phone: _____

Sampled By: 	Date: <u>1/3/18</u>
Shipped By:	Date:
Received By Lab:	Date:
Results e-mailed By:	Date:



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 #: 243321

Matrix: Paint
Received: 01/11/18
Analyzed: 01/12/18
Reported: 01/15/18

Attn:
Project: 156-158 Solar Street
Location: Syracuse, New York
Number: 17-257

PO Number:

Table with 8 columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Rows include sample details for 13 different locations, such as 1st FL Section 100, 1st FL Bathroom 101, etc.

Matrix Spike failed due to high concentration of analyte found in the sample.

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. 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.



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 #: 243321

Matrix Paint
Received 01/11/18
Analyzed 01/12/18
Reported 01/15/18

Attn:
Project: 156-158 Solar Street
Location: Syracuse, New York
Number: 17-257

PO Number:

Sample ID	Cust. Sample ID	Location	Sample Date	Weight			
Parameter		Method		Total µg	% / Wt.	Conc.	RL*
Lead		EPA 7000B / 3050B		5260 µg	1.75 %	17500 mg/kg	833 mg/kg
243321-014	PAINT-042	Exterior Wall	01/09/18	308 mg			
Lead		EPA 7000B / 3050B		385 µg	0.125 %	1250 mg/kg	32.5 mg/kg
243321-015	PAINT-043	Exterior Wall Annex	01/09/18	301 mg			
Lead		EPA 7000B / 3050B		20000 µg	6.65 %	66500 mg/kg	2490 mg/kg
243321-016	PAINT-044	3rd FL Exterior	01/09/18	342 mg			
Lead		EPA 7000B / 3050B		3650 µg	1.07 %	10700 mg/kg	292 mg/kg

Analyst: ESB
243321-01/15/18 04:55 PM

Reviewed By: **Derek Jackson**
Analyst

Federal Lead Paint Statute

Location	Clearance	Unit
Lead in paint by weight	< 0.50	%
Lead in paint as PPM	< 5000	mg/kg

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. 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.



Lead Paint Chip Sample Chain of Custody

Project No. 17-257
 Client BBL Construction Services, LLC
 Address Syracuse Scale Building
156-158 Solar Street
Syracuse, New York

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

Sample ID	Material Description	Sample Location	Analysis Required
PAINT-029	STEEL BEAM PAINT (WHITE)	1ST FLOOR - SECTION 100	EPA 7000B Lead
PAINT-030	BRICK WALL PAINT (WHITE)	1ST FLOOR - SECTION 100	EPA 7000B Lead
PAINT-031	BRICK WALL PAINT (YELLOW)	1ST FLOOR - BATHROOM 101	EPA 7000B Lead
PAINT-032	CONCRETE FLOOR PAINT (GREEN)	1ST FLOOR - SECTION 100	EPA 7000B Lead
PAINT-033	METAL WALL PAINT (GREEN)	1ST FLOOR - ROOM 106	EPA 7000B Lead
PAINT-034	CONCRETE WALL PAINT (GREEN)	1ST FLOOR - BOILER ROOM 109	EPA 7000B Lead
PAINT-035	BRICK WALL PAINT (YELLOW)	1ST FLOOR - CORRIDOR BY BOILER ROOM	EPA 7000B Lead
PAINT-036	CONCRETE WALL PAINT (BLUE)	1ST FLOOR ANNEX	EPA 7000B Lead
PAINT-037	BRICK WALL PAINT (YELLOW)	1ST FLOOR - CENTER CORRIDOR	EPA 7000B Lead
PAINT-038	BRICK WALL PAINT (CREAM)	1ST FLOOR - BACK ROOM	EPA 7000B Lead
PAINT-039	METAL ROOF PAINT (GREEN)	1ST FLOOR - GARAGE	EPA 7000B Lead
PAINT-040	CONCRETE WALL PAINT (YELLOW)	1ST FLOOR - OFFICE CLOSET	EPA 7000B Lead
PAINT-041	BRICK WOOD TRIM PAINT (WHITE)	1ST FLOOR - BACK ROOM DOOR	EPA 7000B Lead
PAINT-042	BRICK WALL PAINT (RED)	EXTERIOR WALL	EPA 7000B Lead
PAINT-043	METAL WALL PAINT (RED)	EXTERIOR WALL - ANNEX	EPA 7000B Lead
PAINT-044	WOOD SIDING PAINT (GRAY)	3RD FLOOR - EXTERIOR	EPA 7000B Lead
			EPA 7000B Lead

243321 X 16

V:243\243321

fghraizi 1/11/2018 9:23:00 AM
UPS 1Z2E2899906 1604220

Sample Turnaround Time: 5 DAY Verbal To: _____ Phone: _____

Sampled By: <u>[Signature]</u>	Date: <u>1/9/18</u>
Shipped By: _____	Date: _____
Received By Lab: _____	Date: _____
Results e-mailed By: _____	Date: _____

ATTACHMENT 8

PCB Caulk Sample Laboratory Results



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

Order #: 243320

Matrix: Bulk
Received: 01/11/18
Reported: 01/15/18

Attn:
Project: Syracuse Scale Building
Location: 156-158 Solar Street
Number: 17-257

PO Number:

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					
243320-001	CLK-083P	Workshop					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	<450	450	µg/Kg	01/15/18	AE
Aroclor - 1221		SW846 8082A	<450	450	µg/Kg	01/15/18	AE
Aroclor - 1232		SW846 8082A	<450	450	µg/Kg	01/15/18	AE
Aroclor - 1242		SW846 8082A	<450	450	µg/Kg	01/15/18	AE
Aroclor - 1248		SW846 8082A	<450	450	µg/Kg	01/15/18	AE
Aroclor - 1254		SW846 8082A	<450	450	µg/Kg	01/15/18	AE
Aroclor - 1260		SW846 8082A	<450	450	µg/Kg	01/15/18	AE
Aroclor - 1262		SW846 8082A	<450	450	µg/Kg	01/15/18	AE
Aroclor - 1268		SW846 8082A	<450	450	µg/Kg	01/15/18	AE
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		MI					
243320-002	CLK-084P	Between Workshop & Garage					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	<493	493	µg/Kg	01/15/18	AE
Aroclor - 1221		SW846 8082A	<493	493	µg/Kg	01/15/18	AE
Aroclor - 1232		SW846 8082A	<493	493	µg/Kg	01/15/18	AE
Aroclor - 1242		SW846 8082A	<493	493	µg/Kg	01/15/18	AE
Aroclor - 1248		SW846 8082A	<493	493	µg/Kg	01/15/18	AE
Aroclor - 1254		SW846 8082A	<493	493	µg/Kg	01/15/18	AE
Aroclor - 1260		SW846 8082A	<493	493	µg/Kg	01/15/18	AE
Aroclor - 1262		SW846 8082A	<493	493	µg/Kg	01/15/18	AE
Aroclor - 1268		SW846 8082A	<493	493	µg/Kg	01/15/18	AE
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		MI					

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 #: 243320

Matrix: Bulk
Received: 01/11/18
Reported: 01/15/18

Attn:
Project: Syracuse Scale Building
Location: 156-158 Solar Street
Number: 17-257

PO Number:

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					
243320-003	CLK-085P	Foyer Entry Door					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	<485	485	µg/Kg	01/15/18	AE
Aroclor - 1221		SW846 8082A	<485	485	µg/Kg	01/15/18	AE
Aroclor - 1232		SW846 8082A	<485	485	µg/Kg	01/15/18	AE
Aroclor - 1242		SW846 8082A	<485	485	µg/Kg	01/15/18	AE
Aroclor - 1248		SW846 8082A	<485	485	µg/Kg	01/15/18	AE
Aroclor - 1254		SW846 8082A	<485	485	µg/Kg	01/15/18	AE
Aroclor - 1260		SW846 8082A	<485	485	µg/Kg	01/15/18	AE
Aroclor - 1262		SW846 8082A	<485	485	µg/Kg	01/15/18	AE
Aroclor - 1268		SW846 8082A	<485	485	µg/Kg	01/15/18	AE
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		MI					
243320-004	CLK-086P	Office Window					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	<477	477	µg/Kg	01/15/18	AE
Aroclor - 1221		SW846 8082A	<477	477	µg/Kg	01/15/18	AE
Aroclor - 1232		SW846 8082A	<477	477	µg/Kg	01/15/18	AE
Aroclor - 1242		SW846 8082A	<477	477	µg/Kg	01/15/18	AE
Aroclor - 1248		SW846 8082A	<477	477	µg/Kg	01/15/18	AE
Aroclor - 1254		SW846 8082A	<477	477	µg/Kg	01/15/18	AE
Aroclor - 1260		SW846 8082A	<477	477	µg/Kg	01/15/18	AE
Aroclor - 1262		SW846 8082A	<477	477	µg/Kg	01/15/18	AE
Aroclor - 1268		SW846 8082A	<477	477	µg/Kg	01/15/18	AE
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		MI					

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 #: 243320

Matrix: Bulk
Received: 01/11/18
Reported: 01/15/18

Attn:
Project: Syracuse Scale Building
Location: 156-158 Solar Street
Number: 17-257

PO Number:

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					
243320-005	CLK-087P	Back Room Door					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	<429	429	µg/Kg	01/15/18	AE
Aroclor - 1221		SW846 8082A	<429	429	µg/Kg	01/15/18	AE
Aroclor - 1232		SW846 8082A	<429	429	µg/Kg	01/15/18	AE
Aroclor - 1242		SW846 8082A	<429	429	µg/Kg	01/15/18	AE
Aroclor - 1248		SW846 8082A	3500	429	µg/Kg	01/15/18	AE
Aroclor - 1254		SW846 8082A	<429	429	µg/Kg	01/15/18	AE
Aroclor - 1260		SW846 8082A	<429	429	µg/Kg	01/15/18	AE
Aroclor - 1262		SW846 8082A	<429	429	µg/Kg	01/15/18	AE
Aroclor - 1268		SW846 8082A	<429	429	µg/Kg	01/15/18	AE
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		MI					
243320-006	WCLK-108P	Workshop Windows					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	<444	443	µg/Kg	01/15/18	AE
Aroclor - 1221		SW846 8082A	<444	443	µg/Kg	01/15/18	AE
Aroclor - 1232		SW846 8082A	<444	443	µg/Kg	01/15/18	AE
Aroclor - 1242		SW846 8082A	<444	443	µg/Kg	01/15/18	AE
Aroclor - 1248		SW846 8082A	614	443	µg/Kg	01/15/18	AE
Aroclor - 1254		SW846 8082A	<444	443	µg/Kg	01/15/18	AE
Aroclor - 1260		SW846 8082A	<444	443	µg/Kg	01/15/18	AE
Aroclor - 1262		SW846 8082A	<444	443	µg/Kg	01/15/18	AE
Aroclor - 1268		SW846 8082A	<444	443	µg/Kg	01/15/18	AE
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		MI					

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 #: 243320

Matrix Bulk
Received 01/11/18
Reported 01/15/18

Attn:
Project: Syracuse Scale Building
Location: 156-158 Solar Street
Number: 17-257

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.

243320-01/15/18 04:25 PM

Handwritten signature of Benjamin Wood

Reviewed By: Ben Wood
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 #: 243320

Matrix Bulk
Received 01/11/18
Reported 01/15/18

Attn:
Project: Syracuse Scale Building
Location: 156-158 Solar Street
Number: 17-257

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 56000
Virginia	VELAP 9017

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.



PCB in Bulk Sample Chain of Custody

Project No. 17-257
 Client BBL Construction Services, LLC
 Address Syracuse Scale Building
156-158 Solar Street
Syracuse, New York

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

Sample ID	Material Description	Sample Location
CLK-083P	WINDOW CAULK (GRAY)	WORKSHOP
CLK-084P	EXPANSION CAULK (GRAY)	BETWEEN WORKSHOP & GARAGE
CLK-085P	DOOR CAULK (TAN/GRAY)	FOYER ENTRY DOOR
CLK-086P	WINDOW CAULK (GRAY)	OFFICE WINDOW
CLK-087P	DOOR CAULK (GRAY)	BRICK ROOM DOOR
WCLK-108P	WINDOW CAULK (GRAY)	WORK SHOP WINDOWS
WCLK-109P	WINDOW CAULK (GRAY)	OLD FACTORY WINDOWS



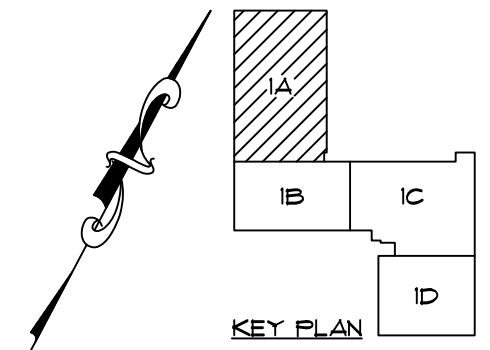
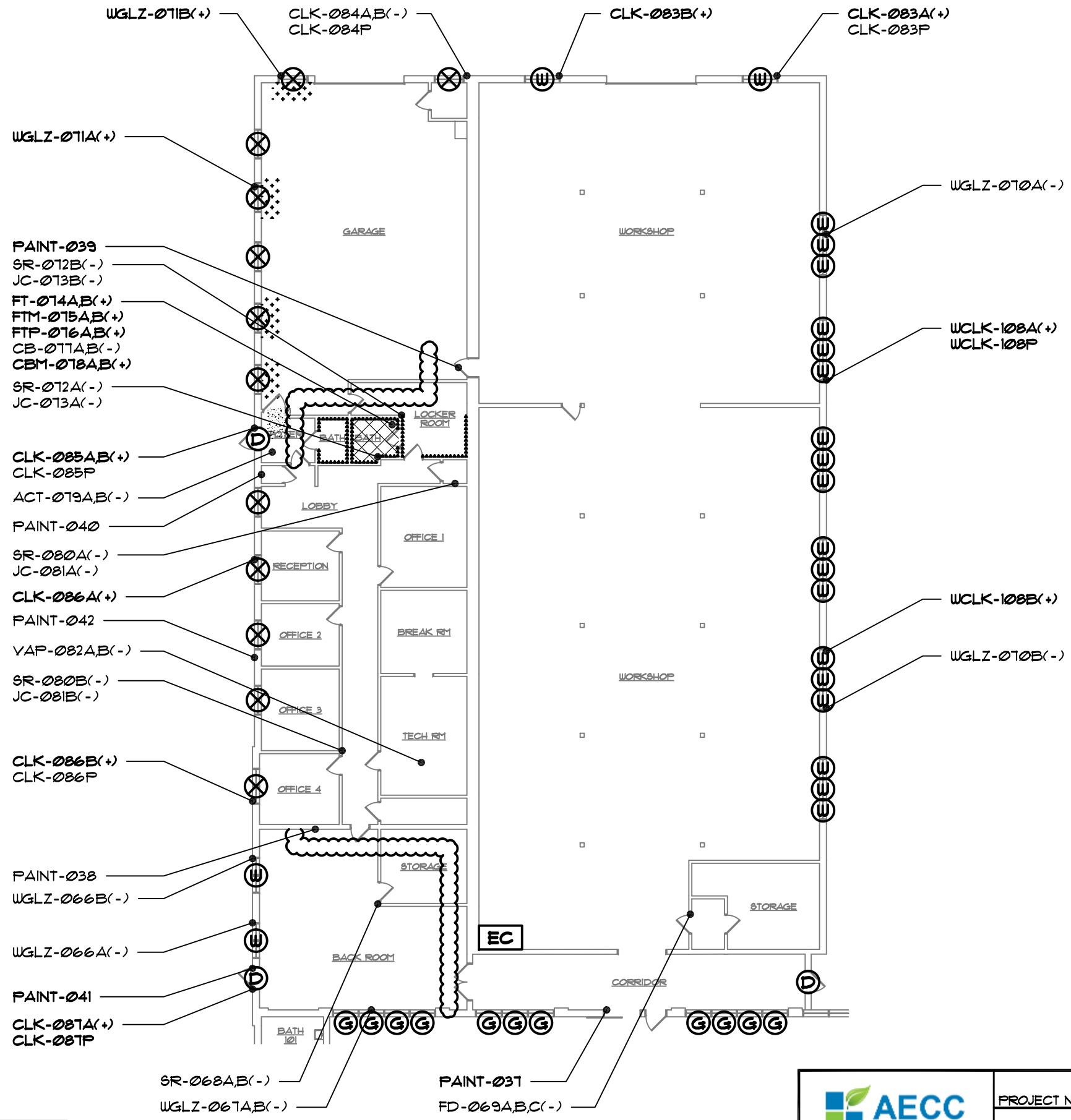
Analyses Required: EPA 8082s PCB

Sample Turnaround Time: 5 DAY Verbal To: _____ Phone: _____

Sampled By: <u>[Signature]</u>	Date: <u>1/9/18</u>
Shipped By:	Date:
Received By Lab:	Date:
Results e-mailed By:	Date:

ATTACHMENT 9

Figures 1A, 1B, 1C, 1D, 2B, 2C, 3B, 3C, 4A, 4B, 4C & 4D



LEGEND:

- ASBESTOS-CONTAINING PIPE AND/OR PIPE FITTING INSULATION
- ASBESTOS-CONTAINING PIPE AND/OR PIPE FITTING INSULATION DEBRIS
- ASBESTOS-CONTAINING FLOOR TILE, ASSOCIATED MASTIC, AND FELT PAPER
- ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND
- ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND AND CAULK
- ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND DEBRIS
- ASBESTOS-CONTAINING WINDOW CAULK
- ASBESTOS-CONTAINING DOOR CAULK
- ASBESTOS-CONTAINING COVE BASE MASTIC
- PRESUMED ASBESTOS-CONTAINING ELECTRICAL COMPONENTS

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<p>Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057</p>	PROJECT NO. 17-257	<p>Former Syracuse Scale 156-158 Solar Street Syracuse, New York 13204 Partial Ground Floor Plan</p>	<p>FIGURE 1A</p>
	DRAWN: JAN. 2018		
	DRAWN BY: HS	<p>Limited Hazardous Material Pre-Renovation Survey</p>	
	CHECKED BY: BB		

CTG-050B(-)
 CTM-051B(+)
 CTG-052B(-)
 CTT-053B(-)
 SR-054B(-)
 JC-055B(-)

PAINT-031

CTG-050A(-)
 CTM-051A(+)
 CTG-052A(-)
 CTT-053A(-)
 SR-054A(-)
 JC-055A(-)

WFM-062A,B(-)

FLB-049A,B,C(-)

FLS-060A,B,C(-)
 FLB-061A,B,C(-)

TRZO-057A,B(-)

CB-058A,B(-)
 CBM-059A,B(-)

COAT-088A,B,C(-)

CLK-087B(+)

ECB-056A,B(-)

PINS-048C(+)

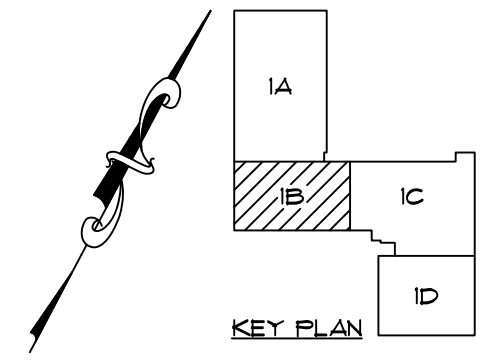
PINS-048B(+)

WGLZ-046B(+)








PINS-048A(+)

PAINT-032

WGLZ-047B(-)



LEGEND:

-  ASBESTOS-CONTAINING PIPE AND/OR PIPE FITTING INSULATION
-  ASBESTOS-CONTAINING PIPE AND/OR PIPE FITTING INSULATION DEBRIS
-  ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND
-  ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND AND CAULK
-  ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND DEBRIS
-  ASBESTOS-CONTAINING DOOR CAULK
- xxxxxxx ASBESTOS-CONTAINING WALL TILE MASTIC
-  PRESUMED ASBESTOS-CONTAINING ELECTRICAL COMPONENTS

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

PROJECT NO. 17-257

DRAWN: JAN. 2018

DRAWN BY: HS

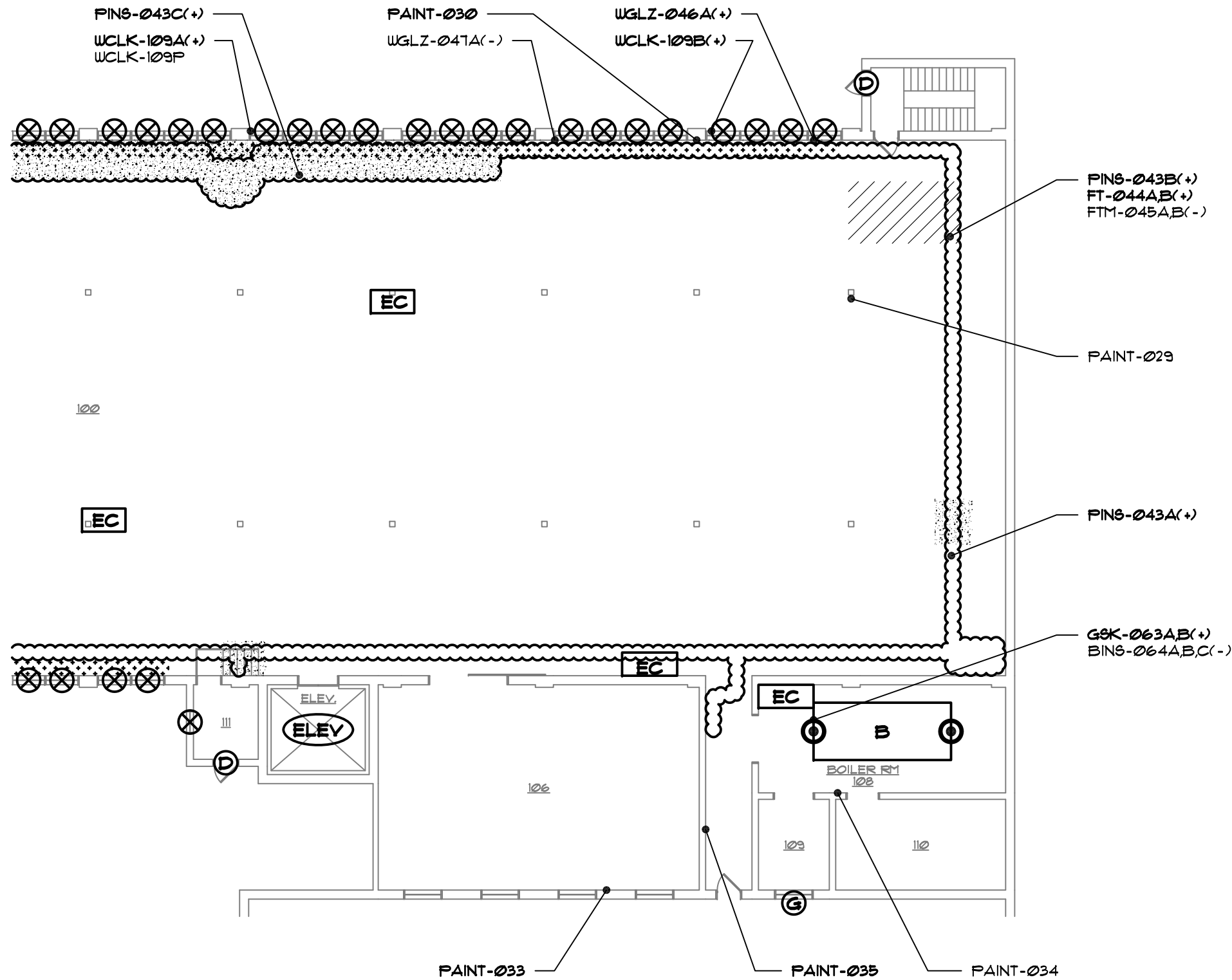
CHECKED BY: BB

**Former Syracuse Scale
 156-158 Solar Street
 Syracuse, New York 13204
 Partial Ground Floor Plan**

Limited Hazardous Material Pre-Renovation Survey

FIGURE

1B

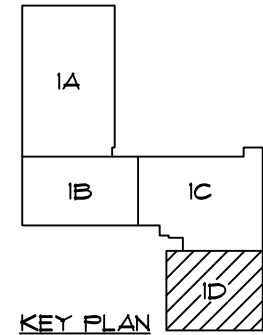
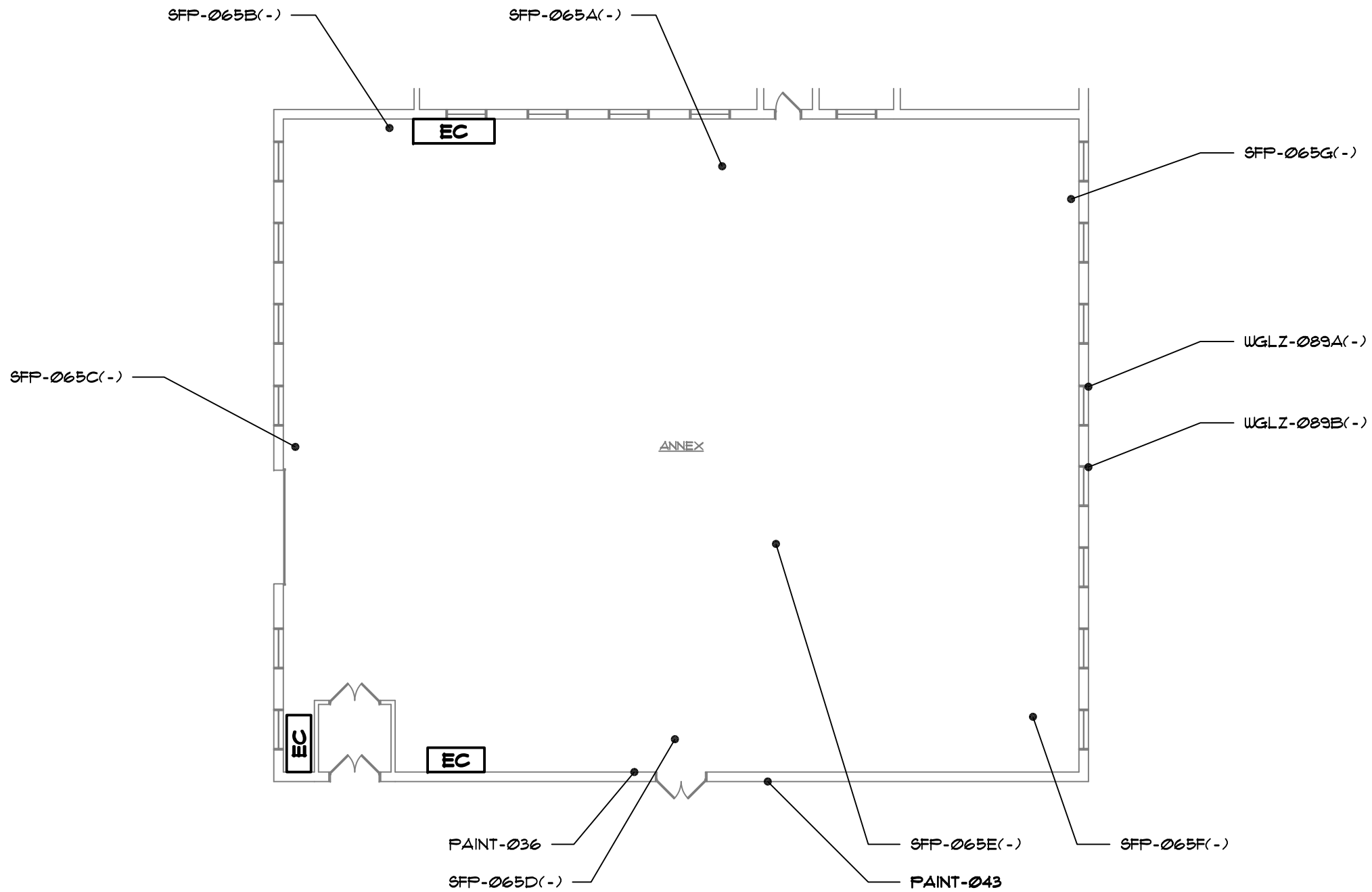


LEGEND:

	ASBESTOS-CONTAINING PIPE AND/OR PIPE FITTING INSULATION
	ASBESTOS-CONTAINING PIPE AND/OR PIPE FITTING INSULATION DEBRIS
	ASBESTOS-CONTAINING FLOOR TILE
	ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND
	ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND AND CAULK
	ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND DEBRIS
	ASBESTOS-CONTAINING DOOR CAULK
	ASBESTOS-CONTAINING BOILER DOOR GASKETS
	PRESUMED ASBESTOS-CONTAINING ELECTRICAL COMPONENTS
	PRESUMED ASBESTOS-CONTAINING ELEVATOR COMPONENTS
	PRESUMED ASBESTOS-CONTAINING INTERNAL BOILER COMPONENTS


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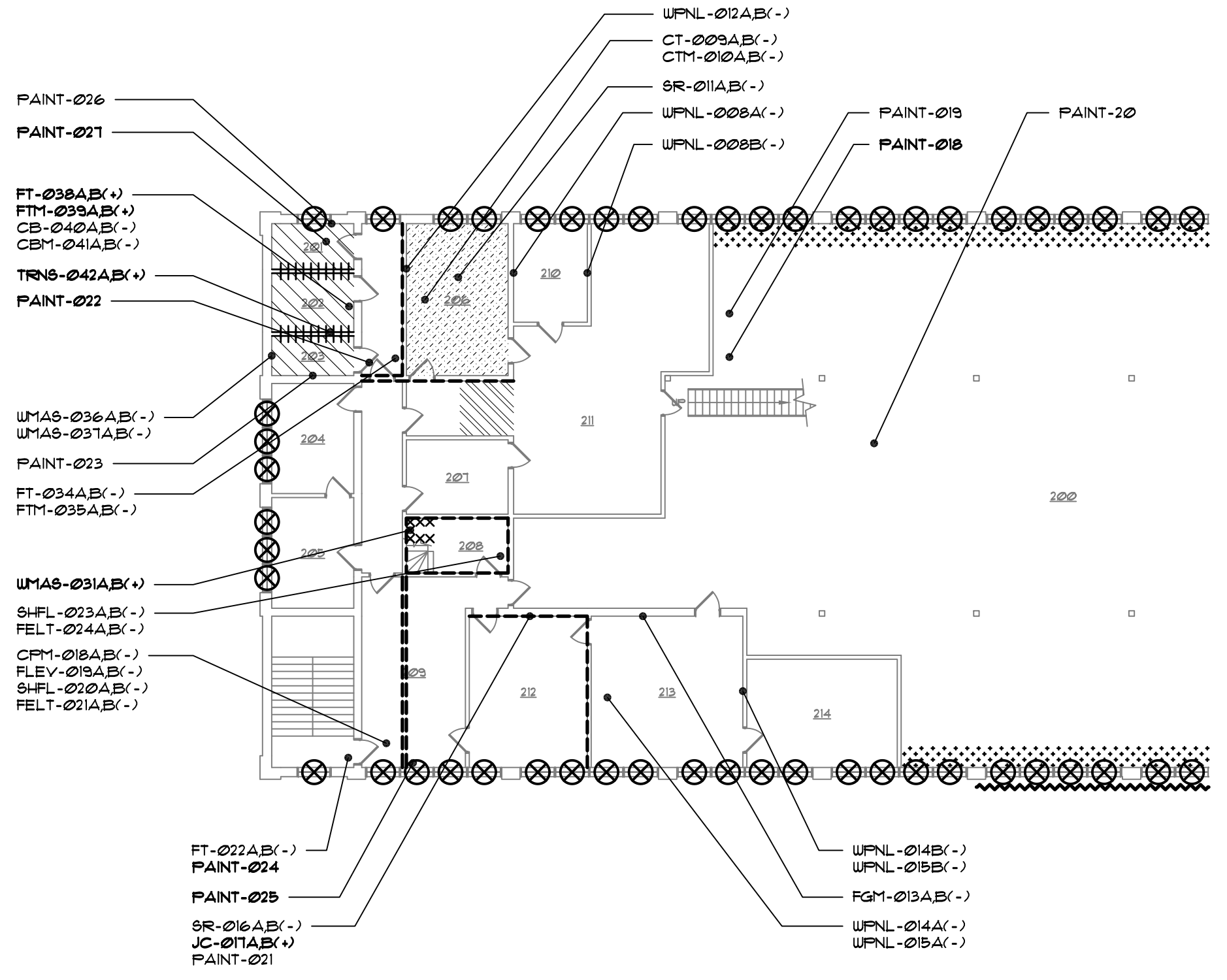
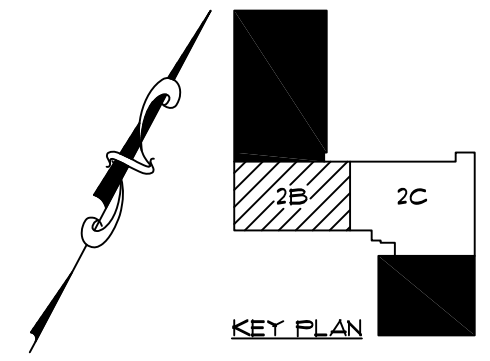
<p>Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057</p>	PROJECT NO. 17-257	<p>Former Syracuse Scale 156-158 Solar Street Syracuse, New York 13204 Partial Ground Floor Plan</p> <p>Limited Hazardous Material Pre-Renovation Survey</p>	<p>FIGURE 1C</p>
	DRAWN: JAN. 2018		
	DRAWN BY: HS		
	CHECKED BY: BB		



LEGEND:
EC PRESUMED ASBESTOS-CONTAINING ELECTRICAL COMPONENTS

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 Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO.	17-257	Former Syracuse Scale 156-158 Solar Street Syracuse, New York 13204 Partial Ground Floor Plan	FIGURE 1D
	DRAWN:	JAN. 2018		
	DRAWN BY:	HS		
	CHECKED BY:	BB		
			Limited Hazardous Material Pre-Renovation Survey	

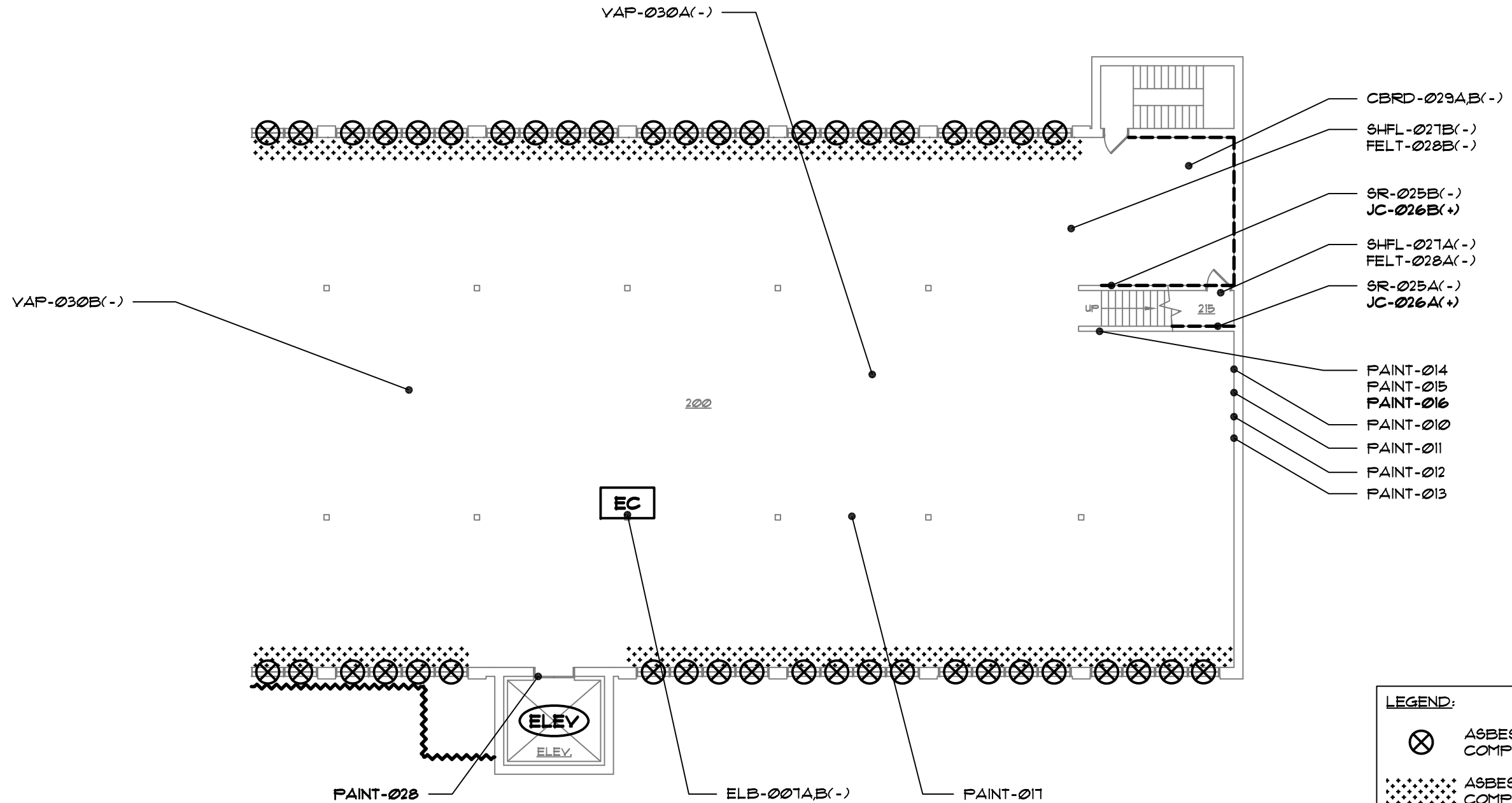
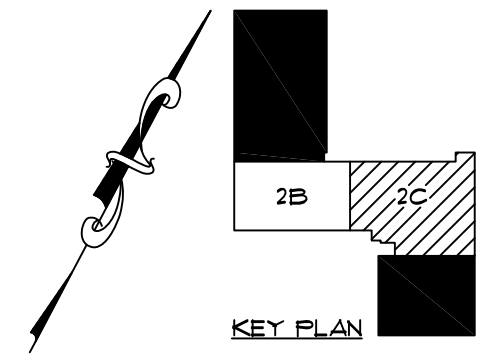


LEGEND:

- ASBESTOS-CONTAINING FLOOR TILE AND ASSOCIATED MASTIC
- ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND AND CAULK
- ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND DEBRIS
- ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK
- ASBESTOS-CONTAINING CEILING JOINT COMPOUND AND ASSOCIATED SHEETROCK
- ASBESTOS-CONTAINING TRANSITE WALL PANELS
- ASBESTOS-CONTAINING WALL TILE MASTIC
- ASBESTOS-CONTAINING ROOF FLASHINGS (ALL LAYERS OF FELTS, TARS, MOPS, VAPOR BARRIERS, CEMENTS, ETC. TO SUBSTRATE)
- PRESUMED ASBESTOS-CONTAINING VERMICULITE INSULATION AND DEBRIS

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<p>Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057</p>	PROJECT NO. 17-257	<p>Former Syracuse Scale 156-158 Solar Street Syracuse, New York 13204 Second Floor Plan</p>	<p>FIGURE 2B</p>
	DRAWN: JAN. 2018		
	DRAWN BY: HS	<p>Limited Hazardous Material Pre-Renovation Survey</p>	
	CHECKED BY: BB		

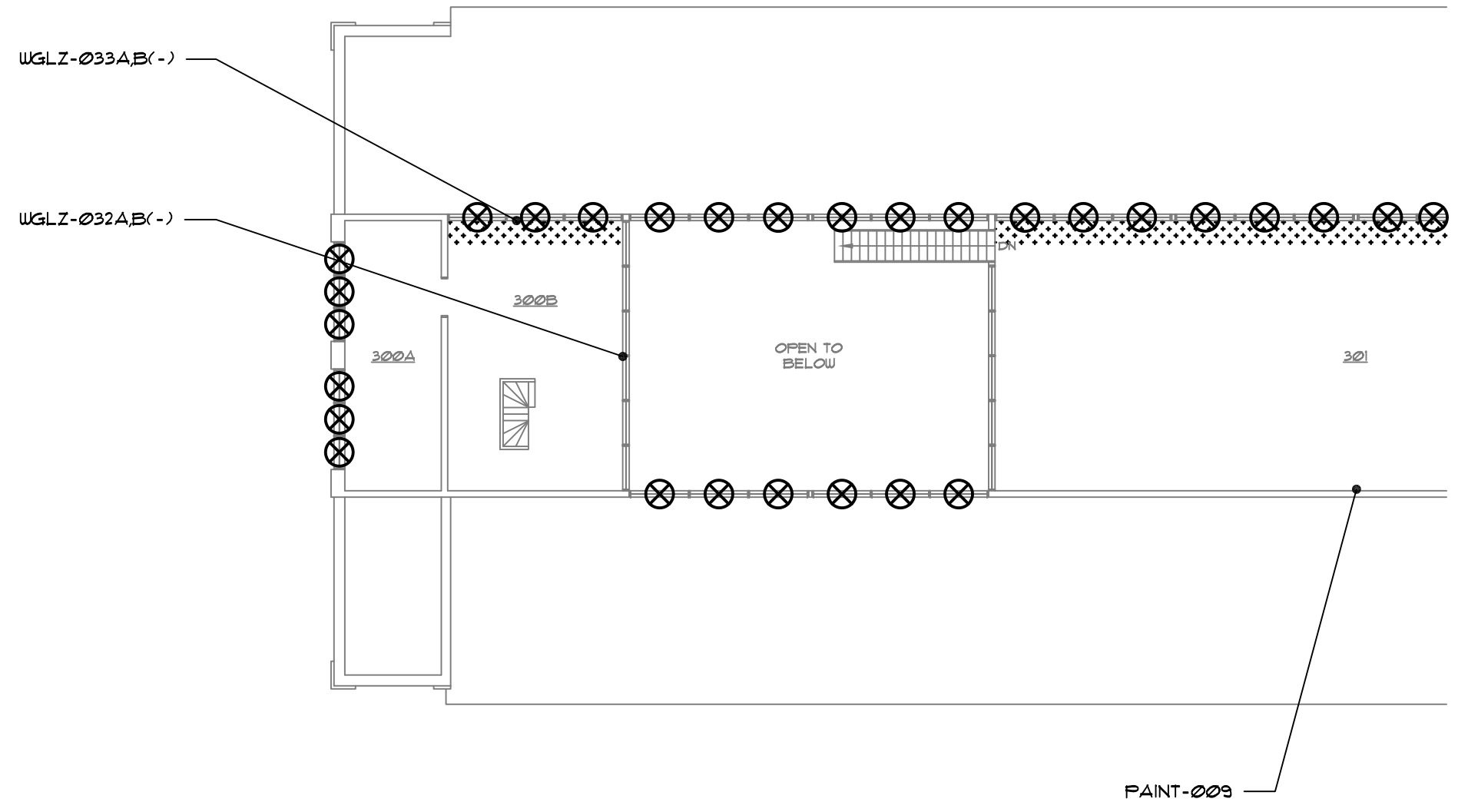
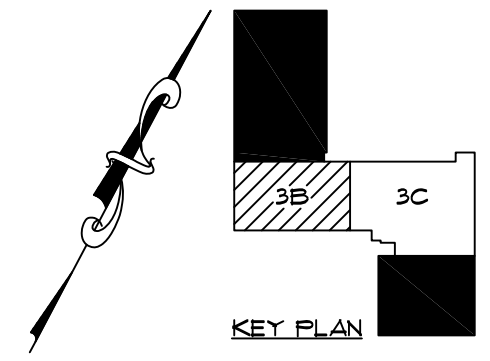


LEGEND:

- ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND AND CAULK
- ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND DEBRIS
- ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK
- ASBESTOS-CONTAINING ROOF FLASHINGS (ALL LAYERS OF FELTS, TARS, MOPS, VAPOR BARRIERS, CEMENTS, ETC. TO SUBSTRATE)
- PRESUMED ASBESTOS-CONTAINING ELECTRICAL COMPONENTS
- PRESUMED ASBESTOS-CONTAINING ELEVATOR COMPONENTS

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<p>Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057</p>	PROJECT NO. 17-257	<p>Former Syracuse Scale 156-158 Solar Street Syracuse, New York 13204 Second Floor Plan</p>	<p>FIGURE 2C</p>
	DRAWN: JAN. 2018		
	DRAWN BY: HS	<p>Limited Hazardous Material Pre-Renovation Survey</p>	
	CHECKED BY: BB		

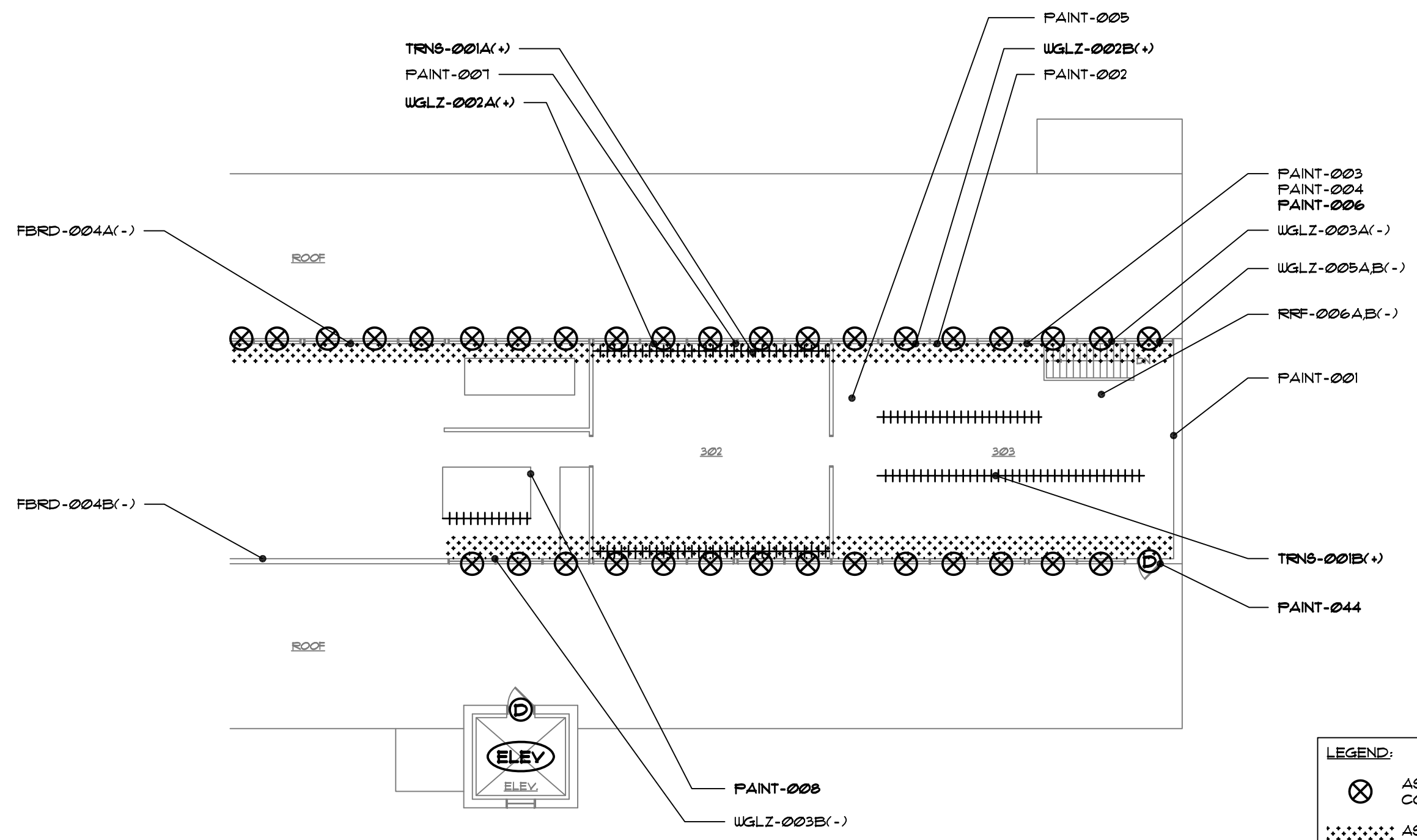
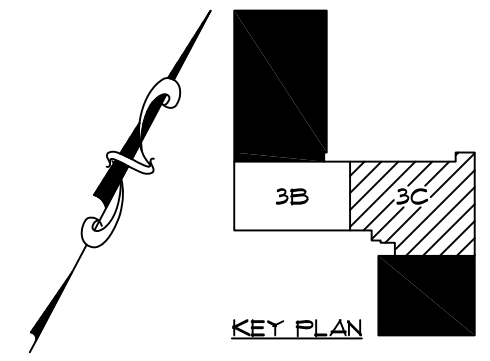


LEGEND:

⊗	ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND AND CAULK
⋯	ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND DEBRIS

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<p>Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057</p>	PROJECT NO. 17-257	Former Syracuse Scale 156-158 Solar Street Syracuse, New York 13204 Third Floor Plan	FIGURE 3B
	DRAWN: JAN. 2018		
	DRAWN BY: HS	Limited Hazardous Material Pre-Renovation Survey	
	CHECKED BY: BB		

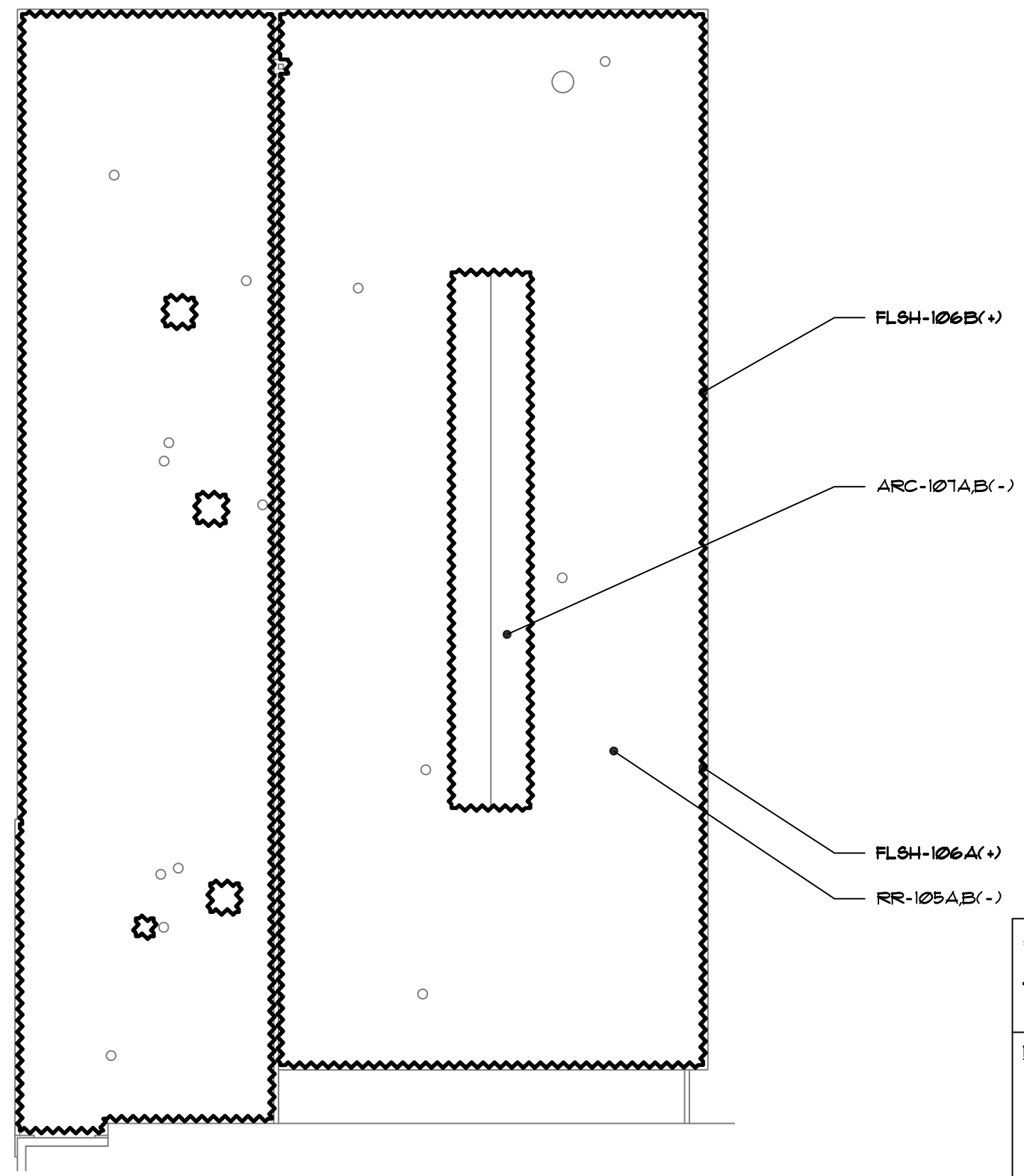
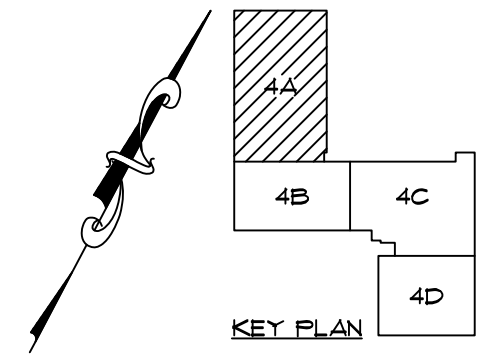


LEGEND:

- ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND AND CAULK
- ASBESTOS-CONTAINING WINDOW GLAZING COMPOUND DEBRIS
- ASBESTOS-CONTAINING DOOR CAULK
- ASBESTOS-CONTAINING TRANSITE WALL PANELS
- PRESUMED ASBESTOS-CONTAINING ELEVATOR COMPONENTS

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	PROJECT NO.	17-257	Former Syracuse Scale 156-158 Solar Street Syracuse, New York 13204 Third Floor Plan	FIGURE 3C
	DRAWN:	JAN. 2018		
	DRAWN BY:	HS	Limited Hazardous Material Pre-Renovation Survey	
	CHECKED BY:	BB		




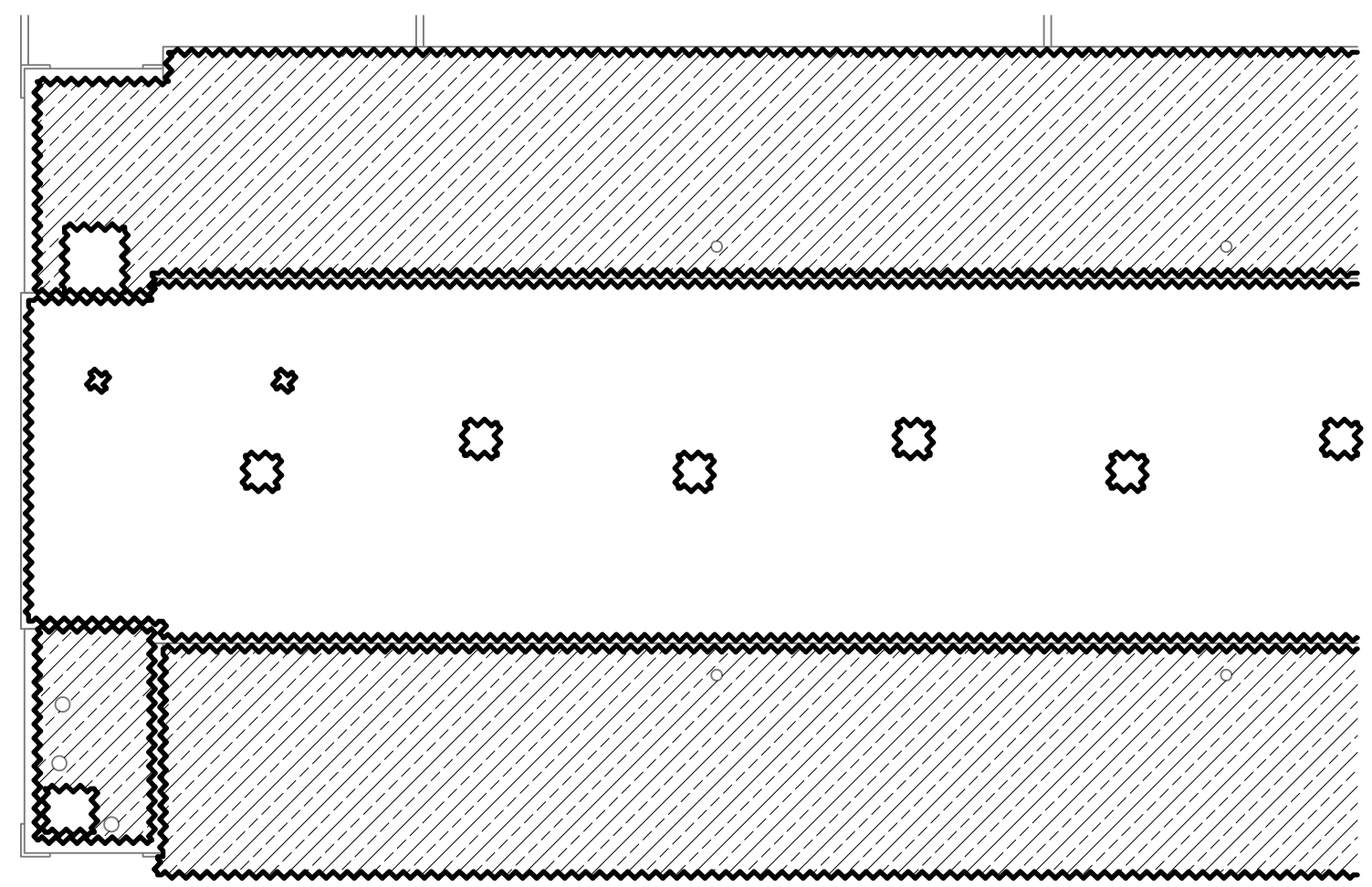
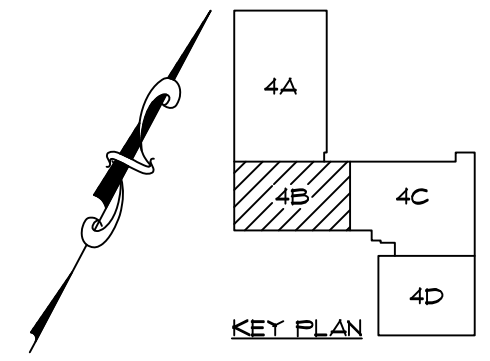
LEGEND:

ASBESTOS-CONTAINING ROOF FLASHINGS (ALL LAYERS OF FELTS, TARS, MOPS, VAPOR BARRIERS, CEMENTS, ETC. TO SUBSTRATE)


NOTE: DUE TO SNOW COVERED ROOFS, AECC WAS UNABLE TO FULLY INVESTIGATE THE ROOFING SYSTEM FOR ASBESTOS-CONTAINING MATERIALS. THIS SURVEY IS A REPRESENTATION OF WHAT AECC WAS ABLE TO ACCESS AND VISUALLY INSPECT AT THE TIME OF THE SURVEY. ADDITIONAL INSPECTION AND POSSIBLE TESTING SHALL BE NEEDED PRIOR TO ANY RENOVATION ACTIVITIES.


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 Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO. 17-257	Former Syracuse Scale 156-158 Solar Street Syracuse, New York 13204 Partial Roof Plan	FIGURE 4A
	DRAWN: JAN. 2018		
	DRAWN BY: HS	Limited Hazardous Material Pre-Renovation Survey	
	CHECKED BY: BB		




LEGEND:

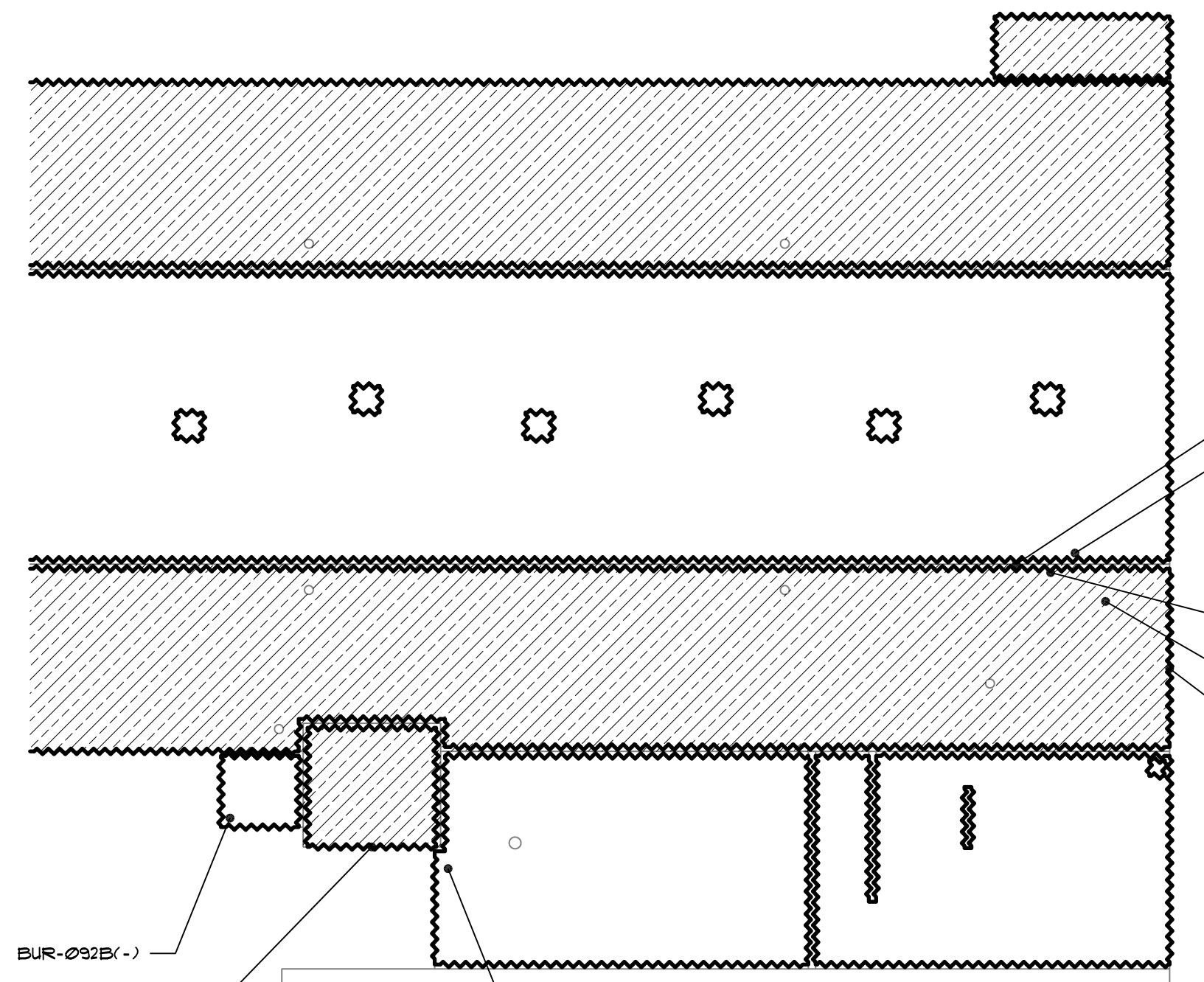
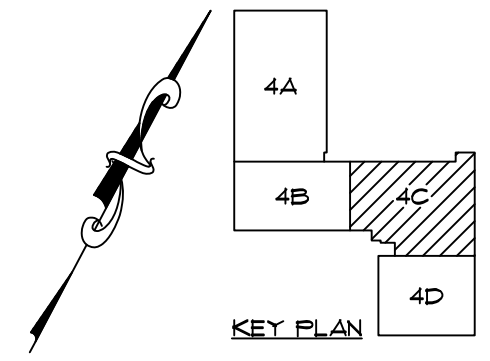
 ASBESTOS-CONTAINING ROOF FLASHINGS (ALL LAYERS OF FELTS, TARS, MOPS, VAPOR BARRIERS, CEMENTS, ETC. TO SUBSTRATE)

 ASBESTOS-CONTAINING ROOFING MATERIALS (ALL LAYERS OF FELTS, TARS, MOPS, VAPOR BARRIERS, CEMENTS, ETC. TO SUBSTRATE)

NOTE: DUE TO SNOW COVERED ROOFS, AECC WAS UNABLE TO FULLY INVESTIGATE THE ROOFING SYSTEM FOR ASBESTOS-CONTAINING MATERIALS. THIS SURVEY IS A REPRESENTATION OF WHAT AECC WAS ABLE TO ACCESS AND VISUALLY INSPECT AT THE TIME OF THE SURVEY. ADDITIONAL INSPECTION AND POSSIBLE TESTING SHALL BE NEEDED PRIOR TO ANY RENOVATION ACTIVITIES.

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 Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO. 17-251	Former Syracuse Scale 156-158 Solar Street Syracuse, New York 13204 Partial Roof Plan	FIGURE 4B
	DRAWN: JAN. 2018		
	DRAWN BY: HS	Limited Hazardous Material Pre-Renovation Survey	
	CHECKED BY: BB		



CEM-100A,B(+)
 CEM-101A,B(-)
 FLSH-102A,B(+)
 BUR-103A,B(-)
 TAR-104A,B(-)

FLSH-095A,B(+)
 RR-096A,B(-)
 CEM-097A(+)
 RR-098A,B(-)
 BUR-099A,B(+)
 CEM-097B(+)

BUR-092B(-)

CEM-091B(+)
 FLSH-094B(+)

CEM-091A(+)
 BUR-092A(-)
 PER-093A,B(-)
 FLSH-094A(+)

LEGEND:

ASBESTOS-CONTAINING ROOF FLASHINGS (ALL LAYERS OF FELTS, TARS, MOPS, VAPOR BARRIERS, CEMENTS, ETC. TO SUBSTRATE)

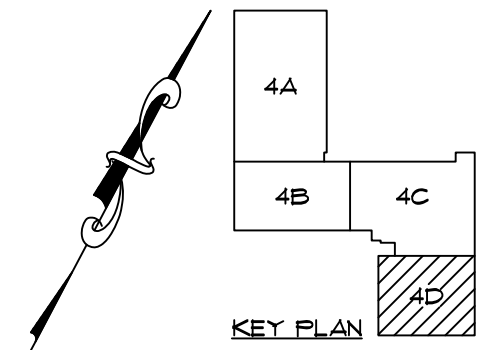
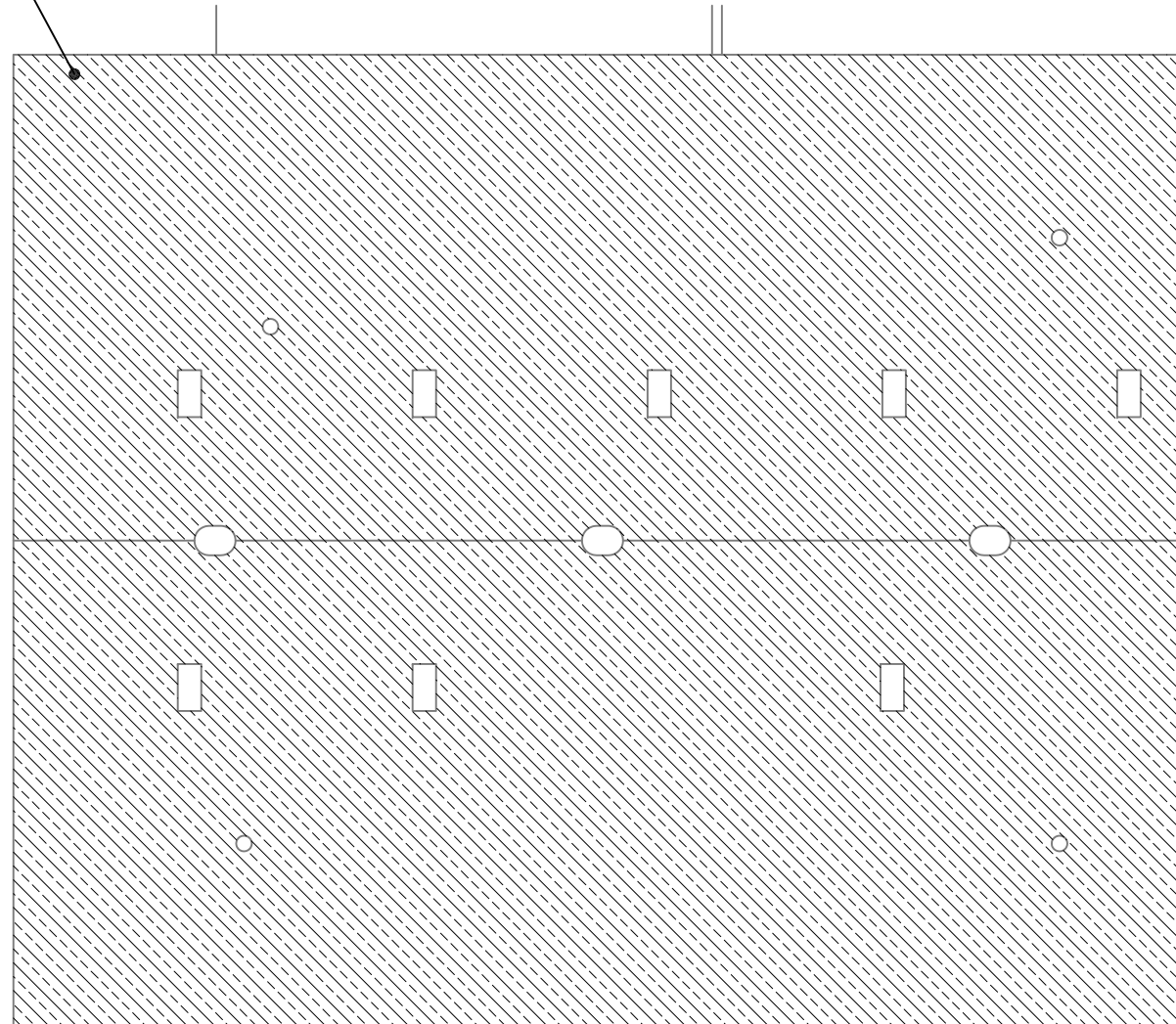
ASBESTOS-CONTAINING ROOFING MATERIALS (ALL LAYERS OF FELTS, TARS, MOPS, VAPOR BARRIERS, CEMENTS, ETC. TO SUBSTRATE)


NOTE: DUE TO SNOW COVERED ROOFS, AECC WAS UNABLE TO FULLY INVESTIGATE THE ROOFING SYSTEM FOR ASBESTOS-CONTAINING MATERIALS. THIS SURVEY IS A REPRESENTATION OF WHAT AECC WAS ABLE TO ACCESS AND VISUALLY INSPECT AT THE TIME OF THE SURVEY. ADDITIONAL INSPECTION AND POSSIBLE TESTING SHALL BE NEEDED PRIOR TO ANY RENOVATION ACTIVITIES.

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<p>Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057</p>	PROJECT NO. 17-257	Former Syracuse Scale 156-158 Solar Street Syracuse, New York 13204 Partial Roof Plan	FIGURE 4C
	DRAWN: JAN. 2018		
	DRAWN BY: HS	Limited Hazardous Material Pre-Renovation Survey	
	CHECKED BY: BB		


RR-090A,B(+)



LEGEND:
 ASBESTOS-CONTAINING ROLLED ROOFING WITH ALUMINUM COAT

NOTE: DUE TO SNOW COVERED ROOFS, AECC WAS UNABLE TO FULLY INVESTIGATE THE ROOFING SYSTEM FOR ASBESTOS-CONTAINING MATERIALS. THIS SURVEY IS A REPRESENTATION OF WHAT AECC WAS ABLE TO ACCESS AND VISUALLY INSPECT AT THE TIME OF THE SURVEY. ADDITIONAL INSPECTION AND POSSIBLE TESTING SHALL BE NEEDED PRIOR TO ANY RENOVATION ACTIVITIES.

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 Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO. 17-257	Former Syracuse Scale 156-158 Solar Street Syracuse, New York 13204 Partial Roof Plan	FIGURE 4D
	DRAWN: JAN. 2018		
	DRAWN BY: HS	Limited Hazardous Material Pre-Renovation Survey	
	CHECKED BY: BB		



LIMITED PHASE II ENVIRONMENTAL ASSESSMENT

SURFACE SOIL, SUBSURFACE SOIL, AND GROUNDWATER INVESTIGATION

Syracuse Scale
156-158 Solar Street
Syracuse, New York 13204

February 16, 2018

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PHASE II ENVIRONMENTAL SITE ASSESSMENT
Syracuse Scale, 156-158 Solar Street, Syracuse, New York

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Common Acronyms/Abbreviations

AAI – All Appropriate Inquiries
AST – Aboveground Storage Tank
ASTM – American Society for Testing Materials International
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
EDR – Environmental Data Resources (Company)
ESA – Environmental Site Assessment
FOIA/FOIL – Freedom of Information Act/Law
GIS – Geographic Information Systems
GWS – Groundwater Standard
HREC – Historical Recognized Environmental Condition
LSI – Limited Subsurface Investigation
N/A – Not Applicable
NRCS – Natural Resource Conservation Service
NYSDEC – New York State Department of Environmental Conservation
PAH – Polycyclic Aromatic Hydrocarbons
PCB – Poly-Chlorinated Biphenyl
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

PHASE II ENVIRONMENTAL SITE ASSESSMENT
Syracuse Scale, 156-158 Solar Street, Syracuse, New York

1.0 INTRODUCTION

The Asbestos & Environmental Consulting Corporation (AECC) performed a limited Phase II Environmental Site Assessment (ESA) at the Syracuse Scale Co. Inc. facility (hereafter referred to as "Syracuse Scale"), located at 156-158 Solar Street, in the City of Syracuse, New York (hereafter referenced as the "Site", "Property", or "Facility"). The parcel is displayed on Figure 1 (Site Plan/Sample Location). AECC performed this work under contract to BBL Construction Services, LLC (hereafter referred to as "BBL"), the construction manager for the prospective purchaser of the Property, who intends to construct ground level commercial office space with apartments on the upper floors. The north wing of the subject building is currently in use as offices and operations by Syracuse Scale, while the remainder of the building is vacant.

This Phase II ESA follows an earlier (December 2016) Phase II Assessment performed by Plumley Engineering, P.C. (Plumley) for the Owner of the property which, based upon the data developed as part of that Phase II ESA, determined that "no further investigation is recommended and no remediation appears to be warranted." The property is zoned for commercial use and is serviced by both municipal water and sewer.

1.1 PURPOSE

The purpose of this investigation was to further determine the nature and extent of contaminated soil and groundwater at the Site, and to recommend whether additional investigation or remedial action is warranted.

1.2 PROJECT HISTORY

AECC was provided with the following reports pertaining to the Site prior to initiating investigation activities:

- Phase I Environmental Site Assessment (ESA), September 2016, Plumley Engineering, P.C. (Plumley): The Phase I ESA identified two (2) Recognized Environmental Conditions (RECs), including: 1) a history of industrial use for over 100 years, and 2) records of contaminated soil associated with the removal of an underground gasoline tank that was located in the southern parking lot adjacent to Solar Street (off site for the source of this current Phase II ESA).
- Phase II ESA, December 2016, Plumley: Seven (7) borings were advanced during the Phase II ESA. Temporary wells were installed in each boring. Soil and groundwater samples were collected from each boring / well. In general, concentrations of contaminants were found to be below applicable State standards, except for a boring/well (B-5/TW) and boring B-6, both located in the eastern portion of the southern parking lot (in front of the "southern annex building"). Petroleum odors, staining, and sheens were observed in the three (3) borings advanced in the southern parking lot. NYSDEC Spill File #16-09292 was assigned to the Site. Groundwater was determined to flow from east to west. Spill #16-09292 was closed by the Department of Environmental Conservation ("DEC") on January 9, 2017. The DEC determined that "Based on the review of the analytical data and comparing it to the unrestricted Use Values found in Commissioner's Policy, CP-51, no further remedial activities are necessary."

In addition, AECC was retained by BBL to execute a Phase I ESA for the Facility concurrent with the Limited Phase II ESA activities. AECC's Phase I ESA, provided under separate cover and dated January 24, 2018, identified the following Recognized Environmental Conditions (RECs), Historical RECs, or Controlled RECs associated with the Site:

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- *Oil Slick / Staining in Boiler Room and Adjacent Storage Area*

During site reconnaissance activities, accumulated oil on the floor in the boiler room and adjacent storage room was observed. Between October 2017 (initial site visit) and January 2018 (follow-up site visit), building owner representatives hired a company to remove the oil and clean the area. However, oil slicks and staining still remain at some locations. Although the associated AST appears to have been cleaned, the status of registration and other tank closure activities is unknown.

- *Historical Industrial / Manufacturing use (On-site and Vicinity)*

The Site and the immediately surrounding area have a 60+ year history of industrial and manufacturing use. This history increases the likelihood of the use of various chemicals and petroleum compounds that could impact Site soil and groundwater.

- *Chemical Jars*

During site reconnaissance activities, AECC noted the presence of several chemicals in jars (both intact and broken) on the third floor / mezzanine areas. The chemicals appeared to be dyes and/or associated with dyeing operations.

- *'Urban Land' / Fill*

The presence of 'urban land' indicates the potential use of poor-quality fill to bring the site to current grade. In addition, small, discrete soil piles were noted on the Site. The origin of said piles are unknown, and the potential that they have been illegally dumped and/or are contaminated exists.

- *Historical 2,000-gallon UST Removal and Encountered Contamination*

NYSDEC records indicate that a 2,000-gallon UST (used for storing gasoline) was removed from the Site in 1995. Spill file 95-11787 was opened when contamination related to the former UST was encountered during removal activities at the Site. Although the spill file was closed, the lack of further documented information (no formal tank closure report, sampling results, contaminated soil/groundwater disposal report, or figure depicting the former tank location) causes this incident to be considered a CREC.

- *On-Site Soil and Groundwater Contamination (2016)*

Plumley Engineering, P.C. completed soil boring activities and temporary well installations at the Site in December 2016. Detectable concentrations of several contaminants were noted and laboratory analysis of collected samples exhibited concentrations of contaminants above their respective CP-51 Soil Cleanup Objectives (SCOs) at some locations. Although the NYSDEC closed the associated Spill File (# 1609292), the remaining contamination constitutes a CREC.

The Phase I ESA recommended that additional investigative activities be initiated at the Site, which this Phase II ESA investigation addresses.

2.0 SCOPE OF SERVICES

The following activities were conducted at the Site during this Phase II ESA.

2.1 UTILITY CLEARANCES & GPR Survey

Prior to initiating soil borings, AECC's drilling subcontractor, NYEG Drilling, LLC (NYEG), contacted Dig Safely New York to identify buried public utilities at the site boundaries.

In addition, AECC subcontracted National Ground Penetrating Radar Services (NGPR) to further delineate buried utilities on the site in the vicinity of proposed soil boring locations. NGPR utilized ground-penetrating radar and other geophysical equipment in the vicinity of proposed borings to assure the safety of drilling in these areas and to assess other potential subsurface anomalies that may exist, which may be indicative of buried storage tanks or other potential items of concern.

2.2 SOIL INVESTIGATION

Subsurface Soils

Drilling services were provided by NYEG. The soil investigation included the advancement of nine (9) soil borings (SB-01 through SB-09) at the Site. The borings were advanced using direct-push methods. Soil samples were collected continuously in each boring using macro-core sampling tools, until a depth of 15-feet below ground surface (BGS), or until refusal. Field examination and headspace analysis was performed using a photoionization detector (PID) on soils collected from each respective three-foot or five-foot macro-core sample. The purpose of the headspace analysis was to screen for volatile vapors. Soil samples were collected from each of the nine (9) borings and placed in laboratory-supplied containers.

One (1) sample from each of six (6) borings, based upon observations and/or PID screening results, was submitted for laboratory analysis. Samples were analyzed for STARS-list volatile organic compounds (VOCs) using USEPA method 8260 (one of the samples was submitted for full-list VOCs analysis, based upon field observations), and STARS-list semi-volatile organic compounds (SVOCs) using USEPA method 8270.

Surface Soils

The northern lot was divided into four (4) approximately equal plots, where composited surface soil samples were collected (each composite sample was comprised of 4 discrete grab locations within the plot).

The four (4) composited surface soil samples were submitted to the laboratory for analysis of STARS-list SVOCs via USEPA method 8270, PCBs by USEPA method 8082, and RCRA 8 metals via USEPA method 6010/7471.

Soil Piles

AECC identified two (2) soil piles to be sampled during site investigative activities. However, significant snow cover limited complete visual review of the Site, and additional soil pile(s) may be present that could require sampling at a later date, if present.

The soil pile samples were placed in coolers and shipped via FedEx to Eurofins/Spectrum Analytical, Inc. in Agawam, Massachusetts for analysis of STARS-list SVOCs by USEPA method 8270, PCBs by USEPA method 8082, and RCRA 8 metals by USEPA method 6010.

2.3 GROUNDWATER INVESTIGATION

Groundwater investigation involved the installation of four (4) temporary one-inch (1") diameter monitoring wells (at soil boring locations SB-01, SB-03, SB-05, and SB-07) the collection of a groundwater sample from each well. Temporary well locations were based upon PID readings, field observations, and the information reviewed in the previous investigation (Plumley report).

On January 8, 2018, the temporary wells were purged utilizing low-flow methods with a peristaltic pump, in an attempt to stabilize groundwater parameters. During the purging of the wells, turbidity, pH, dissolved oxygen, temperature, and electrical conductivity were measured in the field at regular intervals to confirm groundwater stabilization prior to sampling. After the parameters stabilized, a sample was collected from each monitoring well and stored in laboratory-supplied containers. Groundwater samples were handled under the same protocol as the soil samples.

Groundwater samples were analyzed for full-list VOCs using USEPA method 8260 and STARS-list SVOCs via USEPA method 8270.

Each well was allowed to rest for approximately 96-hours prior to sampling. AECC personnel gauged the wells for depth to water (DTW) and to determine if any free product accumulated in the wells during the rest period.

On January 8, 2017, AECC personnel used a low-flow peristaltic pump to purge approximately three (3) calculated well volumes from each well. After purging each well volume, a multi-function water quality meter was used to record field parameters, including: temperature, pH, specific conductance, dissolved oxygen, redox potential, and turbidity. Once field parameters stabilized, the groundwater was transferred directly from the end of the pump tubing into laboratory-supplied vials and plastic bottles (with appropriate preservative chemicals, as necessary). Once collected, the groundwater samples were labeled, logged, placed on ice, and shipped via FedEx under strict chain-of-custody procedures to Eurofins/Spectrum Analytical, Inc. in Agawam, Massachusetts.

2.4 SUPPLEMENTAL GROUNDWATER INVESTIGATION

Based upon the findings of AECC's initial investigation activities, supplemental investigation activities were performed at the Site on February 7 and 8, 2018. The purpose of the supplemental investigation was to further define the nature and extent of groundwater contamination at the Site.

The supplemental soil investigation included the advancement of five soil borings (SB-10 through SB-14) and installation of three temporary one-inch (1") diameter monitoring wells (at soil boring locations SB-12, SB-13, and SB-14). AECC followed the protocols established for the initial investigation activities, except each well was allowed to rest for approximately 24-hours prior to sampling in order to meet time constraints.

Groundwater samples from each of the three wells were analyzed for STARS-list VOCs using USEPA method 8260. One groundwater sample was analyzed for lead via USEPA method 6010.

Soil samples were not analyzed since the initial investigation revealed that soils were not significantly contaminated (i.e. – contamination appeared to be dissolved in groundwater).

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3.0 FIELD OBSERVATIONS

Field activities associated with AECC's investigation were conducted at the Site in early January 2018 and have been summarized below:

3.1 SOIL INVESTIGATION

The subsurface conditions were generally typified by the presence of a thick layer of peat with an earthy odor found between 3-feet to 12-feet bgs. Some medium and coarse sands were also interspersed, and coarser material was generally found around the level of the groundwater table (approximately 11 feet bgs).

Petroleum odors were detected in several borings during the soil screening process. In addition, PID response (indicative of soil contamination) was recorded during headspace analysis, as summarized below:

Boring ID	Peak PID Reading (ppm)	Depth of Associated Reading
SB-01	0.6	12 – 15'
SB-02	665	9 – 12'
SB-03	2.7 443	3 – 6' 9 – 12'
SB-04	0.5	10 – 15'
SB-05	0.1	10 – 15'
SB-06	0.0	N/A
SB-07	13.2	0 – 3'
SB-08	1.4	0 – 3'
SB-09	0.3	0 – 3'
SB-10	3.7	12 – 15'
SB-11	2.5 10.8	0.5 – 5' 13 – 15'
SB-12	55.8	10 – 15'
SB-13	2,452 1,823	10.5 – 12' 12 – 15'
SB-14	1,950	10 – 15'

For a complete description of the soil profile and a summary of PID headspace readings at each boring location, please refer to the soil boring logs presented in Attachment A.

Prior to leaving the Site, the borings were backfilled with boring cuttings and/or sand. Temporary wells will remain in place at the Site until it is determined that they are no longer useful.

3.2 GROUNDWATER INVESTIGATION & SAMPLING

Eight temporary monitoring wells constructed of a 10-foot section of one-inch (1") diameter, 0.10-inch slotted screen, and approximately 6-feet of one-inch (1") diameter threaded riser (where necessary), were installed at soil boring locations SB-01, SB-03, SB-05, SB-07, SB-12, SB-13, and SB-14. Temporary Well TW-05 was installed during Plumley's previous investigation (B-5/TW). The locations of the temporary monitoring wells are shown on Figure 1. Note that groundwater is not used on the property as it is serviced with municipal water.

The groundwater quality parameters observed / measured at each well are presented in Table 7. In summary:

- Groundwater typically ranged from approximately 9 to 11 feet bgs. Shallower depth-to-groundwater (approximately 3 to 5 feet bgs) was encountered at TW-03 and TW-04; which may be due to a perched water table and/or leaking municipal water lines near these locations.
- Groundwater within wells TW-03, TW-06, and TW-07 was very turbid (error reading on meter). In the remaining five wells, turbidity ranged from 10.9 to 67.8 NTU.
- The wells provided ample water, with a maximum drawdown during purging of 0.6 feet.
- A thick, sludgy material was observed at the bottom of well TW-03. Purging efforts were unable to clear the sludgy material from the well column. As a result, groundwater parameters were not measured at TW-03.
- The measured depth to groundwater in well TW-05 on January 8, 2018 was 11.18' bgs, while the total well depth was approximately 18.2' bgs (some sediment appeared to have settled at the bottom of the well).

3.3 DETERMINATION OF GROUNDWATER FLOW

On January 18, 2018, AECC personnel collected surface elevation and well riser elevations relative to a benchmark (a steel support beam inside the vacant middle portion of the Facility). Using this information, along with depth to groundwater measurements collected during well sampling activities on January 8, groundwater elevations were calculated for each well.

Discounting what appears to be anomalous depth to groundwater measurements on the western and eastern portion of the Site (TW-03 and TW-04), it appears that groundwater levels are relatively flat across the measurable portion of the Site. However, this groundwater flow determination was not definitively determined due to the limited number of wells and their incomplete distribution across the Site.

The generally flat contours determined across the center of area surveyed during this investigation is similar to the data obtained by Plumley during their 2016 Investigation. Subsequent survey to include data from other Plumley wells that remain at the Site or on the parcel south of the Site may provide further detail to definitively establish groundwater trends if such information was necessary for the redevelopment of the property.

The anomalous groundwater elevations encountered could be explained by a perched water table and/or by subsurface building foundation elements (since portions of the data obtained during this investigation came from directly beneath the building structure, which could impact groundwater depth).

3.4 SURFACE SOILS / SOIL PILES

Surface soils were generally comprised of a dark brown fine gravel, with some coarser gravel fragments interspersed, along with slag. Some organic material (vegetation roots) permeated up to 6" deep.

The soil piles appeared to be of a similar material to surface soils, but were generally more coarse and less organic material was present.

No odors, staining, or PID response were noted during surface soil sample screening / collection or during soil pile sample screening / collection activities.

3.5 ADDITIONAL OBSERVATIONS OF CONCERN – NOT IN SCOPE

The following environmental concerns were noted, but were not included in the Scope of this Phase II ESA:

- AECC was informed that the vaulted petroleum storage tank adjacent to the boiler room had been cut open and cleaned, and that adjacent areas had been cleaned, by a contracted environmental firm. While this area appeared significantly cleaner than during AECC's previous site reconnaissance (October 2017), residual staining remains present within the boiler room and an adjacent storage room. Petroleum odors still linger in these areas. AECC was not provided with a report or assessment of the cleanup from the firm that performed the cleanup work associated with these locations.
- AECC noted the presence of approximately 12 glass jars, some intact while other had fallen and spilled their contents, on the uppermost mezzanine area of the facility. Labels on the jars were mostly incomplete or illegible. Labels that could be discerned indicated that the chemicals are likely dyes, or other chemicals formerly used in textile production. Please refer to AECC's Phase I ESA report for further details.

4.0 LABORATORY ANALYTICAL RESULTS

Soil sample analysis results were compared to applicable Unrestricted Use, Restricted Residential Use (intended use of the Site), and Industrial (current use of the Site) Soil Cleanup Objectives (SCOs) referenced in NYSDEC Commissioner's Policy #51 (CP-51), and/or 6 NYCRR Part 375 (Part 375).

Groundwater analytical results were compared with the NYSDEC groundwater standards and guidance values published in the NYSDEC Division of Water Technical and Operations Guidance Series (TOGS) Memorandum 1.1.1.

Summary tables comparing the detected contaminant concentrations to the applicable NYSDEC standards / guidance values are presented in the Tables section of this report (Tables 1 through 6). The complete laboratory analysis report is presented as Attachment B.

4.1 SURFACE SOILS & SOIL PILES

Surface Soils

The northern lot was subdivided into four (4) regions, as described in Section 2.2, for composite sampling. The sample identifications correspond to the following table, and are also shown on Figure 1:

SURF-04 (Northwest)	SURF-02 (Northeast)
SURF-03 (Southwest)	SURF-01 (Southeast)

SVOCs were detected at concentrations that exceed their respective Unrestricted Use SCOs from samples SURF-01 and SURF-03 (southern half of the lot). In addition to exceeding the Unrestricted Use SCO, several SVOCs exceeded their respective Restricted Residential Use RSCO, and the chemical compound benzo(a)pyrene was detected at a concentration that exceeds its Industrial Use RSCO. No SVOCs were detected at concentrations that exceed their respective Unrestricted Use SCOs from samples SURF-02 and SURF-04 (northern half of the lot).

No PCBs were detected in the SURF-02 soil sample above below the unrestricted use SCO. No PCBs were detected in the SURF-01, SURF-03, or SURF-04 samples.

Multiple metals (mercury, barium, and lead) were detected at concentrations that exceed their respective Unrestricted Use SCOs from samples SURF-01 and SURF-03, while only mercury was detected at a concentration that exceeded its respective Unrestricted Use SCO in samples SURF-02 and SURF-04. No metals exceeded their respective Restricted Residential or Industrial RSCOs.

Soil Piles

AECC identified two (2) soil piles in the northern lot. Soil Pile 01 is a small berm that spans along the southern portion of the lot. Soil Pile 02 is located amongst the trees lining the eastern edge of the lot.

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The sampling results of Soil Pile 01, which stretches across portions of surface soil plot areas SURF-01 and SURF-03, were similar to the sampling results of SURF-01 and SURF-03. Metals did not exceed the Unrestricted Use SCO, but multiple SVOCs were detected at concentrations that exceed their Unrestricted Use SCO, and in some instances, the Restricted Residential RSCO. Like SURF-01 and SURF-03, benzo(a)pyrene was detected at a concentration that exceeds the Industrial Use RSCO from Soil Pile 01. A trace concentration of PCBs was detected from the Soil Pile 01 sample, but at a concentration that does not exceed the Unrestricted Use SCO.

The analytical results of the sample composited from Soil Pile 02 exhibited elevated concentrations of contaminants as compared to Soil Pile 01 and the surface soil samples. Chromium and lead were detected at concentrations that exceeded their respective Unrestricted Use SCOs. Multiple SVOCs were detected above their respective Unrestricted Use SCOs, several exceeded their Restricted Residential Use RSCO, and the compounds benzo(a)pyrene, benzo(b)fluoranthene, and dibenzo(a,h)anthracene exceeded their respective Industrial Use RSCO. The total concentration of SVOCs detected in Soil Pile 02 equals 131.81 ppm. For comparison, the total quantity of detected SVOCs from all surface soil samples and Soil Pile 01 ranged from 1.92 to 25.44 ppm. Trace amounts of PCBs were detected in the Soil Pile 02 sample, but at concentrations below the Unrestricted Use SCO.

4.2 SUBSURFACE SOILS

VOCs

No VOCs were detected above laboratory detection limits from soil samples SB-05 or SB-09. A trace quantity of benzene was detected in soil sample SB-01, but at a concentration below the Unrestricted Use SCO for benzene. The compound 1,2,4-trimethylbenzene was detected in soil sample SB-07, but at a concentration below its respective Unrestricted Use SCO.

The following VOCs were detected at concentrations that exceed their respective Unrestricted Use SCO (but not their Restricted Residential Use or Industrial RSCOs) from soil samples SB-02 and SB-03:

- Isopropylbenzene
- n-Propylbenzene
- 1,2,4-trimethylbenzene
- Xylene
- Ethylbenzene (*SB-03 only)

SVOCs

No SVOCs were detected above laboratory detection limits from soil sample SB-01. Multiple SVOCs were detected in soil samples SB-05 and SB-07, but at concentrations that do not exceed their respective Unrestricted Use SCOs.

Trace quantities of multiple SVOCs were detected in soil samples SB-02 and SB-03, but only the concentration of 2-methylnaphthalene exceeded its respective Unrestricted Use SCO (but not its respective Restricted Residential or Industrial Use RSCO).

Multiple SVOCs were detected at concentrations exceeding their respective Unrestricted Use SCOs in the SB-09 soil sample. Several of these SVOCs also exceeded their Restricted Residential Use RSCO, and benzo(a)pyrene exceeded its Industrial Use RSCO.

4.3 GROUNDWATER

VOCs

No VOCs were detected above laboratory detection limits from groundwater samples TW-01, TW-03, or TW-04.

The concentrations of VOCs detected in the shared Plumley/AECC well dropped significantly. In Fall 2016, the total concentration of VOCs was 773.4 ppb and 12 individual compounds exceeded their respective GWS. AECC's re-sampling of the well detected a total VOC concentration of 24 ppb and two (2) individual compounds exceeded their respective GWS.

Groundwater contamination was encountered at TW-02, where 10 individual compounds were detected above their respective GWS. The total concentration of VOCs detected in sample TW-02 was 463.25 ppb, with the primary contaminant being 1,2,4-trimethylbenzene.

AECC performed the supplemental investigation in response to the groundwater analysis results of the sample collected from TW-02. Significant groundwater contamination was encountered at all three temporary wells installed and sampled during supplemental activities (TW-06, TW-07, and TW-08). The total concentration of VOCs detected in these samples was 88.7 ppb, 693.1 ppb, 275.3 ppb, respectively; and a total of 5, 11, and 8 individual compounds were detected above their respective GWS from the samples, respectively.

No chlorinated compounds were detected in the groundwater collected from any of the wells installed during the original investigation. Therefore, AECC did not have the samples collected during the supplemental investigation analyzed for chlorinated compounds.

SVOCs

No SVOCs were detected above laboratory detection limits from any of the five (5) groundwater samples collected by AECC during this investigation, which included the re-sampling of one off-site Plumley well that had been installed and sampled in 2016 (Plumley well B-5/TW, AECC well TW-05). For comparison, during Plumley's sampling, naphthalene was detected at a concentration of 65.8 ppb (exceeding the GWS of 10 ppb), but naphthalene was not detected in the sample collected from the same well by AECC.

Metals

AECC analyzed the TW-08 groundwater sample for lead since the results from Plumley's investigation revealed elevated concentrations of lead in the groundwater sample collected from well B-5/TW, which suggested the source of the contamination could be leaded gasoline.

No lead was detected in the sample submitted for analysis from TW-08.

5.0 SUMMARY AND CONCLUSIONS

Surface Soils & Soil Piles

Surface soils on the northern lot are contaminated by various metals and SVOCs, and the contamination appears more prevalent on the southern half of the lot, nearer the main portion of the building / Facility. If these soils are disturbed during Site re-development activities, the soils should be screened and managed by an environmental professional, as the soil may require off-site disposal. Based upon the orientation of Soil Pile 01 (berm along the southern edge; potentially created by snow-plowing activities or used as a source for topping the lot) and the similarity of analytical results between it and the surface soil samples collected in the vicinity, Soil Pile 01 can be managed along with the surface soils in the area.

Soil Pile 02, located on the eastern portion of the lot, appears to be a separate material from the remainder of the surface soils based upon analytical results. Soil Pile 02 is more discrete and in a location that would likely not cause it to be created by other site activities. Soil Pile 02 should be removed from the Site in accordance with proper environmental management protocols.

Management of such soils is routine in urban settings, but does require proper handling, transportation, and disposal (if necessary).

Gasoline Contamination

Field observations (odors and PID readings) and laboratory analytical results indicate that dissolved-phase gasoline contamination exists in the southeastern corner of the Site, and extends off-site to the south. Although some individual VOC concentrations in soils exceeded Unrestricted SCOs, no concentrations exceeded their respective Restricted Residential SCOs. Therefore, it appears the gasoline contamination is dissolved within groundwater, and soils reflect nuisance conditions as noted by odors and PID readings.

Based on the results of the Plumley and AECC investigations, groundwater flow appears to flow towards the west or northwest at a very shallow gradient.

A point-source of the contamination has not been identified during the course of this investigation. However, based on the concentrations of contaminants and PID readings, likely candidates would be a gasoline UST located either 1) beneath the wooden loading dock adjacent to the southern wall of the factory building, or 2) to the north of the area investigated to-date (i.e. - north of SB-13/TW-07 and SB-02). Therefore, AECC recommends that wells be installed to the north of SB-13/TW-07 and SB-02. If this investigation verifies that the source of the gasoline contamination is not located to the north, AECC recommends that the wooden loading dock be removed, and additional GPR and/or exploratory digging (where feasible) be performed in the area in an attempt to locate an underground tank or other source of contamination. AECC advised the property Owner of the contamination and recommended that the condition be reported to the NYSDEC Spill Hotline.

Although previous sampling at the Site suggested lead may be a concern in relation to this plume of VOC contamination, the sampling performed during this supplemental investigation indicates that lead is not a concern (not detected in the groundwater sample collected at TW-08).

Boiler Room and adjacent Storage Room – Residual Oil Cleanup

Residual staining and odors and discrete areas of free product remain despite previous cleanup efforts in the boiler room and adjacent storage room area. AECC recommends further cleaning of these areas by an environmental remediation firm.

Suspected Fuel Oil Contamination – Shallow Subsurface Soil

Field observations and analytical data collected from shallow subsurface soils beneath the concrete building slab in and around the former boiler room and petroleum storage tank (within the Facility) suggest a second, separate, contamination source is present. This contamination appears to be from a heavier petroleum compound (fuel oil) and exists at shallower soil depths than the gasoline contamination previously discussed. These findings were anticipated given the fuel oil spill observed in the boiler room in October 2017, as previously discussed.

The contamination appears to be confined to an area bounded by SB-12 to the south, SB-02 and SB03 to the west. Although the soil and groundwater analysis results from SB-07/TW-03 (to the north) did not detect SVOCs, the soils exhibited nuisance characteristics (odors and staining, and a thick sludgy material). Further delineation of the extent of shallow fuel oil contamination to the east is complicated by existing boiler room equipment and the eastern property line.

Since no SVOCs were detected in groundwater collected from wells TW-02, TW-03, and TW-06, it appears the fuel oil contamination is limited to soils, and has not dissolved within groundwater.

Vapor Intrusion

Soils and groundwater exhibiting petroleum odors and elevated PID readings exist beneath the on-Site factory building and off-Site warehouse building. Therefore vapor intrusion is a concern. AECC recommends that a vapor intrusion investigation be performed and/or a sub-slab vapor mitigation system be installed during Site redevelopment activities.

3rd Floor / Mezzanine – Chemical Jar Cleanup

Representative samples of the unidentified/unknown chemicals (presumed dyes and related compounds) should be collected so that they can be properly characterized. Once properly characterized, the area should be cleaned and the chemicals properly disposed of in accordance with state and federal regulations prior to occupancy of the area.

Reporting

The Owner of the Site has been notified of the two apparent petroleum spills (fuel oil and gasoline) at the Site. It is our professional opinion that the Owner is required to report the spills to the NYSDEC (Spill Hotline Number: 1-800-457-7362); but the Owner can contact their legal counsel to discuss this requirement. Future cleanup / management options should comply with NYSDEC requirements and provide proper management and handling of contaminated media.

PHASE II ENVIRONMENTAL SITE ASSESSMENT
Syracuse Scale, 156-158 Solar Street, Syracuse, New York

If you have any questions regarding the information presented in this report, please feel free to contact AECC's office at your convenience.

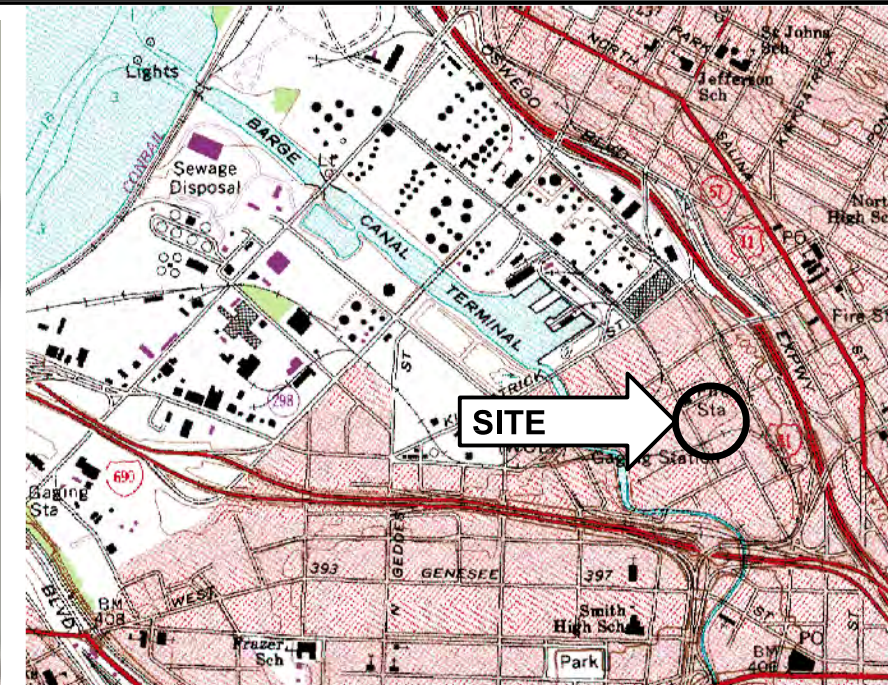
Sincerely,
Asbestos & Environmental Consulting Corporation



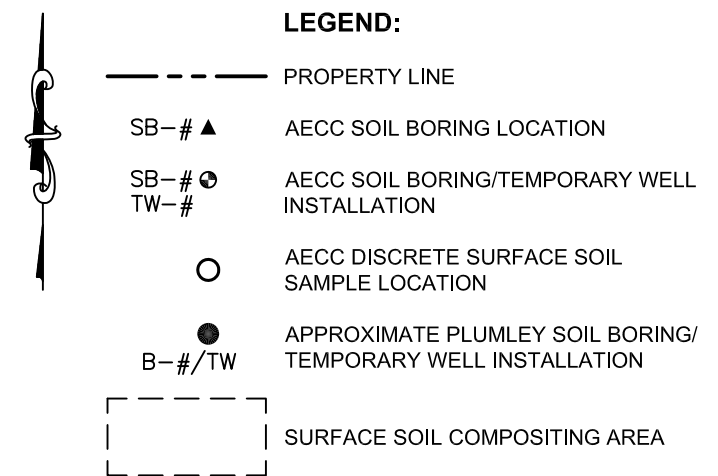
Richard D. McKenna
Project Manager

FIGURES

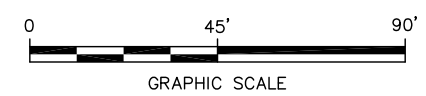
- Figure 1 Sample Location Plan**
- Figure 2 Extents of Groundwater Contamination**



SITE LOCATION



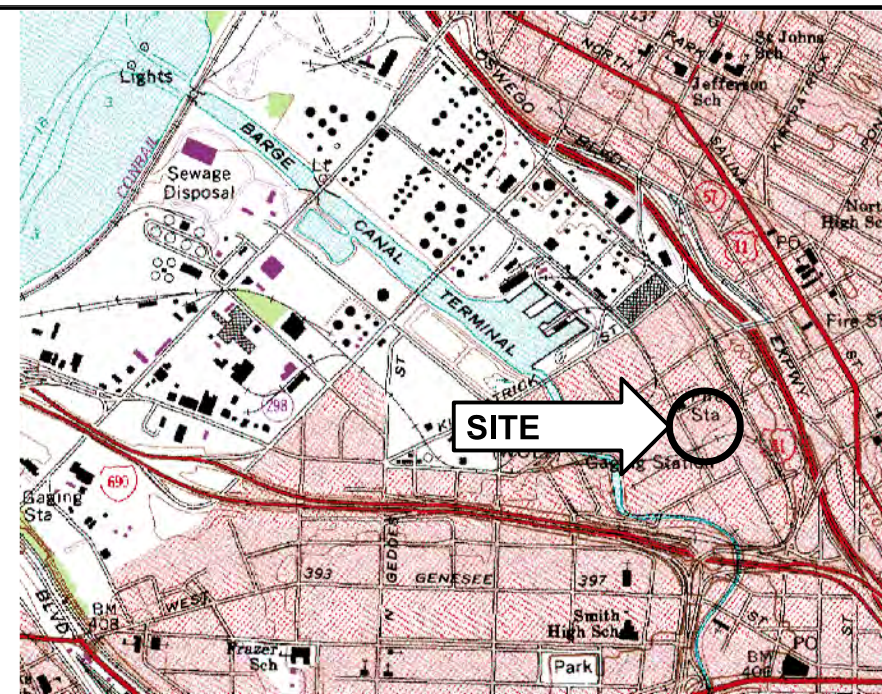
- NOTES:**
1. AERIAL PHOTOGRAPH FROM GOOGLE EARTH WEBSITE.
 2. APPROXIMATE PROPERTY LINE BASED ON 2017 ONONDAGA COUNTY TAX MAP.
 3. ALL LOCATIONS ARE APPROXIMATE.



THE INFORMATION INCLUDED ON THIS GRAPHIC REPRESENTATION HAS BEEN COMPILED FROM A VARIETY OF SOURCES AND IS SUBJECT TO CHANGE WITHOUT NOTICE. AECC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ACCURACY, COMPLETENESS, TIMELINESS, OR RIGHTS TO THE USE OF SUCH INFORMATION. THIS DOCUMENT IS NOT INTENDED FOR USE AS A LAND SURVEY PRODUCT NOR IS IT DESIGNED OR INTENDED AS A CONSTRUCTION DESIGN DOCUMENT. THE USE OR MISUSE OF THE INFORMATION CONTAINED ON THIS GRAPHIC REPRESENTATION IS AT THE SOLE RISK OF THE PARTY USING OR MISUSING THE INFORMATION.

<p>Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057</p>	PROJECT NO. 17-258	SAMPLE LOCATION AND SITE PLAN	FIGURE 1
	DRAWN: JAN. 2018		
	DRAWN BY: HS	SYRACUSE SCALE 156-158 SOLAR STREET SYRACUSE, NEW YORK	
	CHECKED BY: RM		

Boring / Well ID	Highest PID Reading (ppmV) in Region of Observed Contamination	Total Concentration of VOCs Detected in Groundwater (ppb)	Number of Individual Compounds Detected at Concentrations that Exceed Their Respective GWS
SB-01	TW-01	0.6	0
SB-02	-	665	N/A
SB-03	TW-02	443	10
SB-04	-	0.5	N/A
SB-05	TW-04	0.1	0
SB-06	-	0.0	N/A
SB-07	TW-03	N/A	0
SB-08	-	0.0	N/A
SB-09	-	N/A	N/A
B-5	TW-05	N/A	2
SB-10	-	3.7	N/A
SB-11	-	10.8	N/A
SB-12	TW-06	55.8	5
SB-13	TW-07	2,452	11
SB-14	TW-08	1,950	8



SITE LOCATION

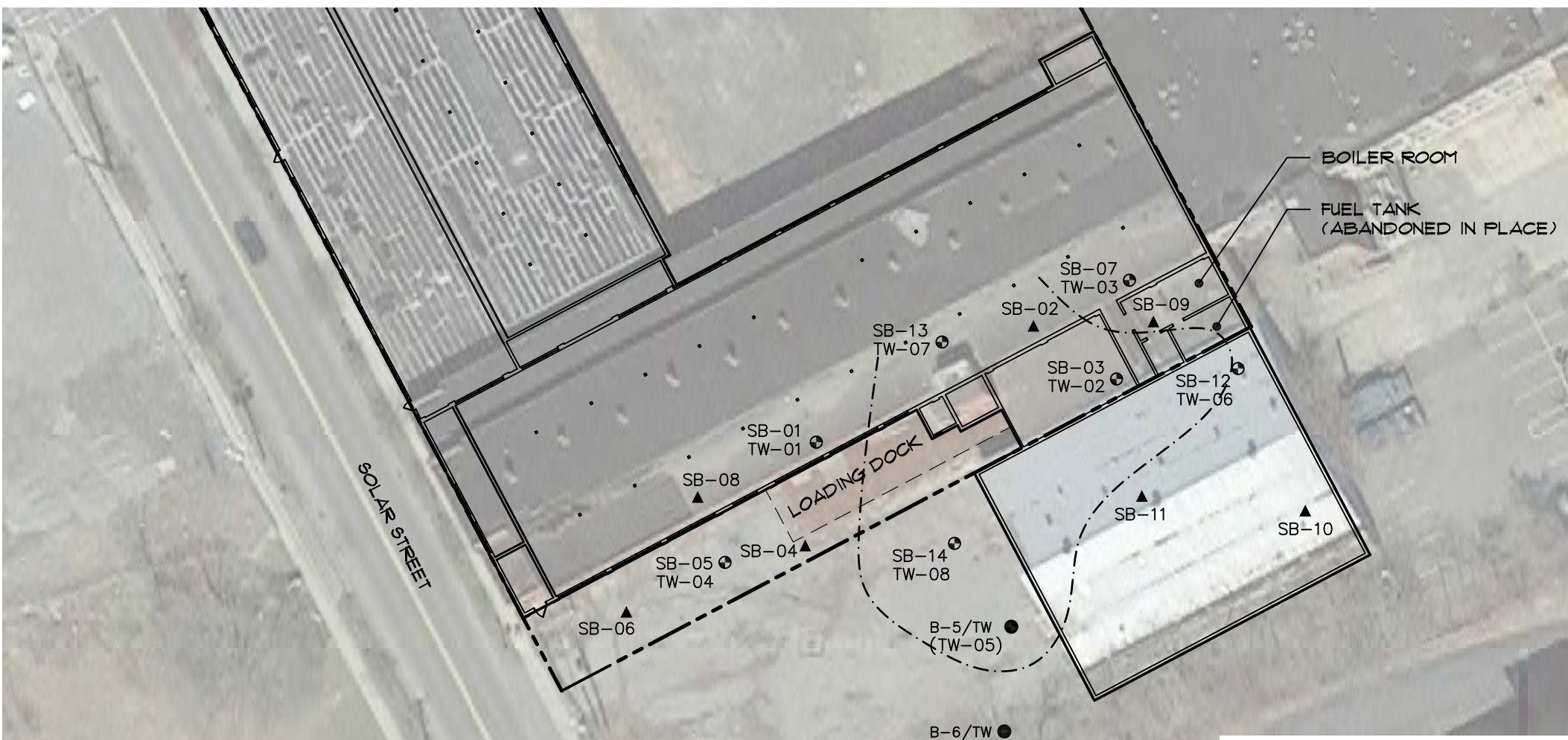
LEGEND:

- FUTURE PROPERTY LINE
- SB-# ▲ AECC SOIL BORING LOCATION
- SB-# ● / TW-# AECC SOIL BORING/TEMPORARY WELL INSTALLATION
- AECC DISCRETE SURFACE SOIL SAMPLE LOCATION
- APPROXIMATE PLUMLEY SOIL BORING/TEMPORARY WELL INSTALLATION
- INFERRED EXTENT OF GASOLINE CONTAMINATION IN GROUNDWATER

NOTES:

1. AERIAL PHOTOGRAPH FROM GOOGLE EARTH WEBSITE.
2. APPROXIMATE PROPERTY LINE BASED ON 2017 ONONDAGA COUNTY TAX MAP.
3. ALL LOCATIONS ARE APPROXIMATE.

0 45' 90'
GRAPHIC SCALE



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<p>Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057</p>	PROJECT NO.	17-258	<p>EXTENTS OF CONTAMINATION</p> <p>SYRACUSE SCALE 156-158 SOLAR STREET SYRACUSE, NEW YORK</p>	<p>FIGURE</p> <p>2</p>
	DRAWN:	FEB. 2018		
	DRAWN BY:	HS		
	CHECKED BY:	RM		

TABLES

Table 1	Subsurface Soil Analysis Summary - VOCs
Table 2	Subsurface Soil Analysis Summary - SVOCs
Table 3	Surface Soil Analysis Summary – SVOCs, PCBs, and Metals
Table 4	Groundwater Analysis Summary - VOCs
Table 5	Groundwater Analysis Summary - SVOCs
Table 6	Groundwater Analysis Summary – Metals
Table 7	Well Details, Groundwater Quality Parameters, and Observations

GENERAL NOTES / LEGEND

BRL - Below Reportable Limit (non-detect)

SCO - Unrestricted Soil Cleanup Objective per 6 NYCRR 375, Table 375-6.8(a) and/or the lowest of the three values for protection of groundwater, ecological resources, and public health as presented in 6 NYCRR 375, Table 375-6.8(b)

RSCO - Restricted Soil Cleanup Objective per 6 NYCRR 375, Table 375-6.8(b) and NYSDEC Soil Cleanup Guidance Policy 51 Tables 1, 2, and 3

GWS - Groundwater effluent (Class GA) guidance value or standard per NYSDEC Technical and Operational Guidance Series (1.1.1)

OCS - Onondaga County Department of Water Environment Protection Daily Allowable Effluent Concentration Limitation

NS - No SCO/RSCO or GWS for this compound

NA - Sample not analyzed for this compound

J - Estimated concentration

^D *Data Reported from a Dilution*

^{RE} *Results reported are from reanalysis of sample due to original analysis being outside acceptable laboratory quality control standards*

Thick-Lined Box	Compound concentration exceeds the Unrestricted Use SCO
Box + Bold	Compound concentration exceeds the Restricted Residential Use RSCO
Box + Bold + Shading	Compound concentration exceeds the Industrial Use SCO or the applicable GWS

TABLE 1
Subsurface Soil Analysis Summary - VOCs
Method SW-846 8260

ANALYTES	CAS No.	APPLICABLE STANDARDS			SAMPLE IDENTIFICATION / DATE											
					Plumley Investigation					AECC Investigation						
					B-2 (16-20')	B-4 (4-8')	B-5 (12-16')	B-6 (12-16')	B-3 (4-8')	SB-01	SB-02 ^o	SB-03 ^o	SB-05	SB-07	SB-09	
					10/27/2016	10/27/2016	10/27/2016	10/27/2016	10/27/2016	1/3/2018	1/3/2018	1/3/2018	1/3/2018	1/4/2018	1/4/2018	
Volatile Organic Compounds		Unrestricted SCO	Restricted Residential RSCO	Industrial RSCO	Grab	Grab	Grab	Grab	Grab	Grab	Grab	Grab	Grab	Grab	Grab	
1,1,2-Trichlorotrifluoroethane (Freon 113)	76-13-1	6	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Acetone	67-64-1	0.05	100	1000	BRL	0.0217	BRL	BRL	0.0234	NA	NA	BRL	NA	NA	NA	NA
Acrylonitrile	107-13-1	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
Benzene	71-43-2	0.06	4.8	89	BRL	BRL	BRL	BRL	BRL	0.0037	BRL	BRL	BRL	BRL	BRL	BRL
Bromobenzene	108-86-1	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
Bromochloromethane	74-97-5	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
Bromodichloromethane	75-27-4	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Bromofom	75-25-2	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Bromomethane	74-83-9	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
2-Butanone (MEK)	78-93-3	0.12	100	1000	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
n-Butylbenzene	104-61-8	12	100	1000	BRL	0.0309	1.07	0.862	BRL	BRL	5.74	3.43	BRL	BRL	BRL	BRL
sec-Butylbenzene	135-98-8	11	100	1000	BRL	0.0826	0.794	0.88	BRL	BRL	3.29	2.07	BRL	BRL	BRL	BRL
tert-Butylbenzene	98-06-6	5.9	100	1000	BRL	0.009	BRL	0.386	BRL	BRL	0.73	0.569	BRL	BRL	BRL	BRL
Carbon disulfide	75-15-0	2.7	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Carbon tetrachloride	56-23-5	0.76	2.4	44	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Chlorobenzene	108-90-7	1.1	100	1000	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Chloroethane	75-00-3	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Chloroform	67-66-3	0.37	49	700	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Chloromethane	74-87-3	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
2-Chlorotoluene	95-49-8	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
4-Chlorotoluene	106-43-4	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,2-Dibromo-3-chloropropane	96-12-8	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
Dibromochloromethane	124-48-1	10	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
1,2-Dibromoethane (EDB)	106-93-4	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
Dibromomethane	74-95-3	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,2-Dichlorobenzene	95-50-1	1.1	100	1000	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,3-Dichlorobenzene	541-73-1	2.4	49	560	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,4-Dichlorobenzene	106-46-7	1.8	13	250	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
Dichlorodifluoromethane (Freon12)	75-71-8	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,1-Dichloroethane	75-34-3	0.27	26	480	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
1,2-Dichloroethane	107-06-2	0.02	3.1	60	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
1,1-Dichloroethene	75-35-4	0.33	100	1000	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
cis-1,2-Dichloroethene	156-59-2	0.25	100	1000	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
trans-1,2-Dichloroethene	156-60-5	0.19	100	1000	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
1,2-Dichloropropane	78-87-5	700	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
1,3-Dichloropropane	142-28-9	0.3	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
2,2-Dichloropropane	594-20-7	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,1-Dichloropropene	563-58-6	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
cis-1,3-Dichloropropene	10061-01-5	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
trans-1,3-Dichloropropene	10061-02-6	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Ethylbenzene	100-41-4	1	41	780	BRL	BRL	1.1	BRL	BRL	BRL	0.832	3.65	BRL	BRL	BRL	BRL
Hexachlorobutadiene	87-68-3	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
2-Hexanone (MBK)	591-78-6	NS	NS	NS	BRL	BRL	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
Isopropylbenzene	98-82-8	2.3	NS	NS	BRL	0.0126	0.976	0.634	BRL	BRL	4.42	2.62	BRL	BRL	BRL	BRL
4-Isopropyltoluene	99-87-6	10	NS	NS	BRL	BRL	1.28	0.46	BRL	BRL	5.26	3.22	BRL	BRL	BRL	BRL
Methyl tert-butyl ether	1634-04-4	0.93	100	1000	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
4-Methyl-2-pentanone (MIBK)	108-10-1	1	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Methylene chloride	75-09-2	0.05	100	1000	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Naphthalene	91-20-3	12	NS	NS	BRL	BRL	3.42	0.375	BRL	BRL	9.37	5.57	BRL	BRL	BRL	BRL
n-Propylbenzene	103-65-1	3.9	100	1000	BRL	0.0099	1.57	1.16	BRL	BRL	7.12	4.28	BRL	BRL	BRL	BRL
Styrene	100-42-5	300	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
1,1,1,2-Tetrachloroethane	630-20-6	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,1,2,2-Tetrachloroethane	79-34-5	0.6	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Tetrachloroethene	127-18-4	1.3	19	300	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Toluene	108-88-3	0.7	100	1000	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
1,2,3-Trichlorobenzene	87-61-6	20	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,2,4-Trichlorobenzene	120-82-1	3.4	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,3,5-Trichlorobenzene	108-70-3	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,1,1-Trichloroethane	71-55-6	0.68	100	1000	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
1,1,2-Trichloroethane	79-00-5	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Trichloroethene	79-01-6	0.47	21	400	BRL	0.0287	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
Trichlorofluoromethane (Freon 11)	75-69-4	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,2,3-Trichloropropane	96-18-4	0.34	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,2,4-Trimethylbenzene	95-63-6	3.6	52	380	BRL	BRL	7.46	BRL	BRL	BRL	38	22.6	BRL	0.0026	BRL	BRL
1,3,5-Trimethylbenzene	108-67-8	8.4	52	380	BRL	BRL	BRL	BRL	BRL	BRL	0.499	0.841	BRL	BRL	BRL	BRL
Vinyl chloride	75-01-4	0.02	0.9	27	BRL	BRL	BRL	BRL	BRL	NA	NA	BRL	NA	NA	NA	NA
m,p-xylene	17960123-1	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	BRL	0.596	1.23	BRL	BRL	BRL	BRL
o-xylene	95-47-6	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	BRL	0.295	0.342	BRL	BRL	BRL	BRL
Total Xylenes	N/A	0.26*	100*	1000*	BRL	BRL	BRL	BRL	BRL	BRL	0.891	1.572	BRL	BRL	BRL	BRL
Tetrahydrofuran	109-99-9	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
Ethyl ether	60-29-7	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
tert-amyl methyl ether	994-05-8	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
Ethyl tert-butyl ether	637-92-3	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
Di-isopropyl ether	108-20-3	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
tert-Butanol / butyl alcohol	75-65-0	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
1,4-Dioxane	123-91-1	0.1	13	250	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
trans-1,4-Dichloro-2-butene	110-57-6	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
Ethanol	64-17-5	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	BRL	NA	NA	NA	NA
Total VOC's	-	NS	NS	NS	0.00	0.20	17.67	4.76	0.02	0.00	76.15	50.42	0.00	0.00	0.00	0.00

Notes:
All concentrations in milligrams per kilogram (mg/kg or approximate parts per million - ppm)
* - SCO/RSCO value represents total xylenes

TABLE 2
Subsurface Soil Analysis Summary - SVOCs
Method SW-846 8270

Limited Phase II ESA
Syracuse Scale
156-158 Solar St, Syracuse, NY
AECC Project No. 17-258

ANALYTES		APPLICABLE STANDARDS			Plumley Investigation			AECC Investigation					
Semi-Volatile Organic Compounds Base Neutrals	CAS No.	Unrestricted SCO	Restricted Residential RSCO	Industrial RSCO	B-4 (4-8')	B-5 (12-16')	B-6 (12-16')	SB-01	SB-02	SB-03	SB-05	SB-07	SB-09 ^D
					10/27/2016	10/27/2016	10/27/2016	1/3/2018	1/3/2018	1/3/2018	1/3/2018	1/4/2018	1/4/2018
					Grab	Grab	Grab	Grab	Grab	Grab	Grab	Grab	Grab
Acenaphthene	83-32-9	20	100	1000	BRL	0.233	0.194	BRL	0.409	0.177	BRL	BRL	0.681 J
Acenaphthylene	208-96-8	100	100	1000	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Anthracene	120-12-7	100	100	1000	BRL	0.123	0.145	BRL	0.202	0.0923	0.0643 J	0.0557 J	1.54
Benzo (a) anthracene	56-55-3	1	1	11	BRL	BRL	BRL	BRL	0.14	0.0686 J	0.136	0.364	4.38
Benzo (a) pyrene	50-32-8	1	1	1.1	BRL	BRL	BRL	BRL	0.07 J	0.0376 J	0.12	0.379	5.07
Benzo (b) fluoranthene	205-99-2	1	1	11	BRL	BRL	BRL	BRL	0.0445 J	0.0357 J	0.112	0.34	5.27
Benzo (g,h,i) perylene	191-24-2	100	100	1000	BRL	BRL	BRL	BRL	BRL	BRL	0.0647 J	0.229	2.87
Benzo (k) fluoranthene	207-08-9	1	3.9	110	BRL	BRL	BRL	BRL	0.0506 J	BRL	0.0818 J	0.342	3.89
Chrysene	218-01-9	1	3.9	110	BRL	BRL	BRL	BRL	0.111	0.0591 J	0.127	0.414	4.71
Dibenzo (a,h) anthracene	53-70-3	0.33	0.33	1.1	BRL	BRL	BRL	BRL	BRL	BRL	BRL	0.0704 J	0.981
Fluoranthene	206-44-0	100	100	1000	0.176	0.138	0.202	BRL	0.254	0.137	0.329	0.619	9.5
Fluorene	86-73-7	30	100	1000	BRL	0.148	BRL	BRL	0.304	0.145	BRL	BRL	0.693 J
Indeno (1,2,3-cd) pyrene	193-39-5	0.5	0.5	11	BRL	BRL	BRL	BRL	BRL	BRL	0.0638 J	0.221	2.98
2-Methylnaphthalene	91-57-6	0.41	NS	NS	NA	NA	NA	BRL	3.56	1.4	BRL	0.0575 J	0.614 J
Naphthalene	91-20-3	12	100	1000	BRL	1.21	BRL	BRL	2	0.625	BRL	BRL	0.547 J
Phenanthrene	85-01-8	100	100	1000	0.237	0.445	0.221	BRL	0.906	0.393	0.278	0.322	7.11
Pyrene	129-00-0	100	100	1000	0.182	0.234	0.321	BRL	0.411	0.207	0.239	0.568	7.03
1-Methylnaphthalene	90-12-0	NS	NS	NS	NA	NA	NA	BRL	2.15	0.737	BRL	0.0428 J	0.484 J
Total SVOC PAH's	-	NS	NS	NS	0.60	2.53	1.08	0.00	10.61	4.11	1.62	4.02	58.35

Notes:
All concentrations in milligrams per kilogram (mg/kg or approximate parts per million - ppm)

TABLE 3
Surface Soil Analysis Summary
Methods SW-846 8270, 8082, and 6010/7471

ANALYTES		APPLICABLE STANDARDS			SAMPLE IDENTIFICATION / DATE / TYPE									
Semi-Volatile Organic Compounds	CAS No.	Unrestricted SCO	Restricted Residential RSCO	Industrial RSCO	Plumley Investigation			AECC Investigation						
					B-1 (0-2')	B-6 (0-2')	B-7 (0-2')	SURF-01 ^D	SURF-02 ^D	SURF-03 ^D	SURF-04	Soil Pile 01 ^D	Soil Pile 02 ^D	
					10/27/2016	10/27/2016	10/27/2016	1/4/2018	1/4/2018	1/4/2018	1/4/2018	1/2/2018	1/3/2018	
Base Neutrals					Grab	Grab	Grab	Composite	Composite	Composite	Composite	Composite	Composite	
Acenaphthene	83-32-9	20	100	1000	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	1.61 J
Acenaphthylene	208-96-8	100	100	1000	0.219	BRL	0.145	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Anthracene	120-12-7	100	100	1000	BRL	BRL	0.29	BRL	0.0887 J	0.316 J	BRL	BRL	BRL	4.38
Benzo (a) anthracene	56-55-3	1	1	11	0.352	0.344	0.854	1.75	0.393	2.32	0.18	1.35 J	10.7	
Benzo (a) pyrene	50-32-8	1	1	1.1	0.352	0.408	0.625	1.7	0.391	2.28	0.185	1.23 J	9.58	
Benzo (b) fluoranthene	205-99-2	1	1	11	0.364	0.322	0.71	1.66	0.379	2.07	0.194	1.16 J	11.4	
Benzo (g,h,i) perylene	191-24-2	100	100	1000	0.199	0.25	0.377	0.82	0.218	1.22	0.113	0.754 J	4.79	
Benzo (k) fluoranthene	207-08-9	1	3.9	110	0.302	0.332	0.635	1.57	0.307	1.9	0.159	1.24 J	6.03	
Chrysene	218-01-9	1	3.9	110	0.465	0.31	1.12	1.57	0.393	2.34	0.187	1.22 J	10.2	
Dibenzo (a,h) anthracene	53-70-3	0.33	0.33	1.1	BRL	BRL	0.152	BRL	0.0615 J	0.334 J	0.0326 J	BRL	1.52 J	
Fluoranthene	206-44-0	100	100	1000	0.637	0.499	1.76	2.79	0.766	4.84	0.321	2.84	24.4	
Fluorene	86-73-7	30	100	1000	BRL	BRL	0.128	BRL	BRL	BRL	BRL	BRL	2.13	
Indeno (1,2,3-cd) pyrene	193-39-5	0.5	0.5	11	BRL	BRL	0.395	0.962	0.235	1.36	0.113	0.836 J	5.62	
2-Methylnaphthalene	91-57-6	0.41	NS	NS	NA	NA	NA	BRL	BRL	0.239 J	BRL	BRL	BRL	
Naphthalene	91-20-3	12	100	1000	0.542	BRL	0.387	BRL	BRL	BRL	BRL	BRL	1.65	
Phenanthrene	85-01-8	100	100	1000	0.8	0.145	1.7	1.18	0.459	1.76	0.161	1.43 J	19.6	
Pyrene	129-00-0	100	100	1000	0.662	0.504	1.46	2.31	0.635	4.25	0.271	2.17	18.2	
1-Methylnaphthalene	90-12-0	NS	NS	NS	NA	NA	NA	BRL	BRL	0.21 J	BRL	BRL	BRL	
Total SVOC PAH's	-	NS	NS	NS	4.89	3.11	10.74	16.31	4.33	25.44	1.92	14.23	131.81	

Notes:

All concentrations in milligrams per kilogram (mg/kg or approximate parts per million - ppm)

ANALYTES		APPLICABLE STANDARDS			SAMPLE IDENTIFICATION / DATE / TYPE											
Polychlorinated Biphenyls (PCBs)	CAS No.	Unrestricted SCO	Restricted Residential RSCO	Industrial RSCO	Plumley Investigation					AECC Investigation						
					B-1	B-3	B-5	B-6	B-7	SURF-01	SURF-02	SURF-03	SURF-04	Soil Pile 01	Soil Pile 02	
					10/27/2016	10/27/2016	10/27/2016	10/27/2016	10/27/2016	1/4/2018	1/4/2018	1/4/2018	1/4/2018	1/2/2018	1/3/2018	
					Grab	Grab	Grab	Grab	Grab	Grab	Composite	Composite	Composite	Composite	Composite	Composite
Aroclor - 1016	12674-11-2	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Aroclor - 1221	11104-28-2	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Aroclor - 1232	11141-16-5	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Aroclor - 1242	53469-21-9	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Aroclor - 1248	12672-29-6	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Aroclor - 1254	11097-69-1	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Aroclor - 1260	11096-82-5	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	BRL	0.0984	BRL	BRL	0.0209 J	0.0623	
Aroclor - 1262	37324-23-5	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Aroclor - 1268	11100-14-4	NS	NS	NS	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
TOTAL PCBs	-	0.1	1	1	BRL	BRL	BRL	BRL	BRL	BRL	0.0984	BRL	BRL	0.0209	0.0623	

Notes:

All concentrations in milligrams per kilogram (mg/kg or approximate parts per million - ppm)

ANALYTES		APPLICABLE STANDARDS			SAMPLE IDENTIFICATION / DATE / TYPE											
RCRA 8 Metals	CAS No.	Unrestricted SCO	Restricted Residential RSCO	Industrial RSCO	Plumley Investigation					AECC Investigation						
					B-1	B-3	B-5	B-6	B-7	SURF-01	SURF-02	SURF-03	SURF-04	Soil Pile 01	Soil Pile 02	
					10/27/2016	10/27/2016	10/27/2016	10/27/2016	10/27/2016	1/4/2018	1/4/2018	1/4/2018	1/4/2018	1/2/2018	1/3/2018	
					Grab	Grab	Grab	Grab	Grab	Grab	Composite	Composite	Composite	Composite	Composite	Composite
Arsenic	7440-38-2	13	16	16	5.2	9.9	8.7	3.8	15.2	6.71	6.36	8.42	6.22	5	4.75	
Barium	7440-39-3	350	400	10000	60.8	461	298	28.8	150	542	80.5	61	44.2	76.6	184	
Cadmium	7440-43-9	2.5	4.3	60	BRL	0.75	BRL	BRL	BRL	1.16	0.732	0.62	0.559 J	1.05	1.42	
Chromium	7440-47-3	1 / 30	110 / 180	800 / 6800	14.5	11.7	9.9	8.7	25.9	19.6	8.94	9.54	15.2	13.3	38.6	
Mercury	7439-97-6	0.18	0.81	5.7	0.24	0.32	0.088	0.67	0.7	0.237	0.197	0.136	0.207	0.0466	0.141	
Lead	7439-92-1	63	400	3900	20.4	243	77.2	20.3	210	199	44.1	88.3	32.1	57.7	131	
Selenium	7782-49-2	3.9	180	6800	BRL	4.1	0.96	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	
Silver	7440-22-3	2	180	6800	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	

Notes:

All concentrations in milligrams per kilogram (mg/kg or approximate parts per million - ppm)

* - The SCO for chromium is represented as "hexavalent chromium / trivalent chromium"

TABLE 5

Groundwater Analysis Summary - SVOCs
Method SW-846 8270

Limited Phase II ESA
Syracuse Scale
156-158 Solar St, Syracuse, NY
AECC Project No. 17-258

ANALYTES		APPLICABLE STANDARD	SAMPLE IDENTIFICATION / DATE							
			Plumley Investigation			AECC Investigation				
Semi-Volatile Organic Compounds	CAS No.	GWS	B-3/TW	B-5/TW	B-6/TW	TW-01	TW-02	TW-03	TW-04	TW-05
			11/1/2016	11/1/2016	11/1/2016	1/8/2018	1/8/2018	1/8/2018	1/8/2018	1/8/2018
Acenaphthene	83-32-9	NS	BRL	2.1	BRL	BRL	BRL	BRL	BRL	BRL
Acenaphthylene	208-96-8	NR	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Anthracene	120-12-7	50	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Benzo (a) anthracene	56-55-3	0.002	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Benzo (a) pyrene	50-32-8	NS	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Benzo (b) fluoranthene	205-99-2	0.002	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Benzo (g,h,i) perylene	191-24-2	NS	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Benzo (k) fluoranthene	207-08-9	NS	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Chrysene	218-01-9	0.002	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Dibenzo (a,h) anthracene	53-70-3	NS	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Fluoranthene	206-44-0	50	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Fluorene	86-73-7	50	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Indeno (1,2,3-cd) pyrene	193-39-5	0.002	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
1-Methylnaphthalene	90-12-0	NA	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
2-Methylnaphthalene	91-57-6	NR	BRL	4.5	BRL	BRL	BRL	BRL	BRL	BRL
Naphthalene	91-20-3	10	BRL	65.8	BRL	BRL	BRL	BRL	BRL	BRL
Phenanthrene	85-01-8	50	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
Pyrene	129-00-0	50	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
bis(2-chloroethyl)ether	111-44-4	1	BRL	5.1	BRL	NA	NA	NA	NA	NA
TOTAL SVOCs	-	-	0	77.5	0	0	0	0	0	0

Notes:

All concentrations in micrograms per liter (ug/L)/parts per billion (ppb)

TABLE 6
 Groundwater Analysis Summary - Metals
 Method SW-846 6010 / 7471

Limited Phase II ESA
Syracuse Scale
 156-158 Solar St, Syracuse, NY
 AECC Project No. 17-258

ANALYTES		APPLICABLE STANDARD	SAMPLE IDENTIFICATION / DATE			
			Plumley Investigation			AECC Investigation
Metal	CAS No.	GWS	B-3/TW	B-5/TW	B-6/TW	TW-08
			11/01/16	11/01/16	11/01/16	02/08/18
Arsenic	7440-38-2	50	BRL	BRL	BRL	NA
Barium	7440-39-3	2000	110	381	167	NA
Cadmium	7440-43-9	10	BRL	BRL	BRL	NA
Chromium	7440-47-3	100	BRL	BRL	BRL	NA
Lead	7439-92-1	50	BRL	129	5.3	BRL
Selenium	7782-49-2	20	BRL	BRL	BRL	NA
Silver	7440-22-4	100	BRL	BRL	BRL	NA
Mercury*	7439-97-5	1.4	BRL	BRL	BRL	NA

Notes:

All concentrations in micrograms per liter (ug/L)/parts per billion (ppb)

*Mercury analyzed by Method SW846 7471B

TABLE 7

Well Details, Groundwater Quality Parameters, and Observations

Limited Phase II ESA

Syracuse Scale

156-158 Solar St, Syracuse, NY

AECC Project No. 17-258

Parameter	TW-01	TW-02	TW-03	TW-04	TW-05	TW-06	TW-07	TW-08
	1/8/2018	1/8/2018	1/8/2018	1/8/2018	1/8/2018	2/8/2018	2/8/2018	2/8/2018
Well Depth (feet)	14.69	15.30	8.90	14.38	18.20	14.01	13.95	15.00
Screened Interval (feet bgs)	4.69 to 14.69	5.30 to 15.30	0.00 to 8.90	4.38 to 14.38	Unknown	4.01 to 14.01	3.95 to 13.95	5.00 to 15.00
Depth to Water (feet bgs)	9.34	9.76	3.20	4.92	11.18	9.21	8.82	9.30
Purged Volume (gallons)	2	2	2	2	2	2+	2	1.5
Temperature (°C)	12.27	10.50	N/A*	7.66	11.47	11.66	11.54	5.05
pH	7.17	6.93	N/A*	6.64	6.89	7.17	7.23	7.55
Dissolved Oxygen (mg/L)	0.00	9.54	N/A*	0.00	0.00	0.00	0.00	1.98
Conductivity (mS/cm)	3.39	1.80	N/A*	0.58	3.74	2.69	3.05	0.47
Redox Potential (mV)	-102	1	N/A*	-66	-91	-129	-167	-52
Turbidity (NTU)	67.8	11.7	N/A*	10.9	26.4	NA	NA	28.1
Drawdown (feet)	None	None	N/A*	None	None	0.6	0.1	0.4
Sheen	No	No	No	No	No	No	No	No
Odors	Slight Gasoline	Strong Gasoline	Strong Fuel Oil	None	None	Slight Gasoline	Strong Gasoline	Slight Gasoline

ATTACHMENT A
SOIL BORING LOGS



Soil Boring Log

Project #/Name:	17-258 / Syracuse Scale Facility	BORING ID: SB-01
Client:	BBL Construction Services, LLC	
Site Location:	156-158 Solar Street, Syracuse, NY	
Coordinates:		Sheet: 1 of 1
Drilling Contractor:	NYEG	Logged By: DB
Drilling Method:	Direct-Push Geoprobe (After Core-Drilling through concrete slab)	Boring Diameter: 2"
Date:	January 3, 2018	Ground Elevation:
Time Start:	1242	Boring Depth: ~15' bgs
Time Finish:	1359	Water Level: 9.34' bgs
Sample Type(s):	3' MacroCore Sleeves	
Monitoring Well?	Temporary/Permanent: Temp (TW-01) Diameter: 1" PVC Screened Interval: 4.69 to 14.69' bgs Riser Height: 6.52'	

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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'	0.0	0 - 0.5' - 6" CONCRETE SLAB 0.5 - 1' - Dark gray, medium SAND, some fine gravel pieces 1 - 3' - Brown, fine SAND	
2				(0.0)		
3						
4			3'	(0.0)	3 - 6' - Dark gray/black, PEAT material (fine sand / silt, squishy), earthy odor, moist	
5						
6						
7			2.75'	(0.0)	6 - 9' - Dark brown/black, PEAT material (fine sand / silt, squishy), earthy odor, moist	
8						
9	▼					
10			2.5'	(0.4)	9 - 11' - Dark brown/gray/black, PEAT material (fine sand / silt, squishy), earthy odor, moist	Sample SB-01 for VOCs and SVOCs
11					11 - 12' - Dark gray, fine SAND and fine gravel pieces, moist, petroleum odor	
12						
13			3*	(0.6)	12 - 15' - Dark gray, medium SAND and very coarse sand, some fine gravel, wet, petroleum odor	
14						
15					Boring terminated at ~15' bgs	
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES: * - Top 6 to 12" of recovered material from the 12' to 15' bgs sample appears to be 'slough' from shallower depths



Soil Boring Log

Project #/Name:	17-258 / Syracuse Scale Facility		BORING ID: SB-02
Client:	BBL Construction Services, LLC		
Site Location:	156-158 Solar Street, Syracuse, NY		
Coordinates:			Sheet: 1 of 1
Drilling Contractor:	NYEG		Logged By: DB
Drilling Method:	Direct-Push Geoprobe (After Core-Drilling through concrete slab)		Boring Diameter: 2"
Date:	January 3, 2018		Ground Elevation:
Time Start:	1404		Boring Depth: ~15' bgs
Time Finish:	1443		Water Level: N/A
Sample Type(s):	3' MacroCore Sleeves		
Monitoring Well?	Temporary/Permanent:	N/A	Diameter: N/A
	Screened Interval:	N/A	Riser Height: N/A

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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			1.75'	(0.1)	0 - 0.5' - 6" CONCRETE SLAB 0.5 - 1' - Dark gray, medium SAND, some fine gravel 1 - 3' - Brown, fine SAND	
2						
3						
4			2.75'	(0.1)	3 - 6' - Dark gray/black, PEAT material (fine sand / silt, squishy), earthy odor, moist	
5						
6						
7			2.75'	(1.1)	6 - 9' - Dark brown/black, PEAT material (fine sand / silt, squishy), earthy odor, moist	
8						
9						
10			2.75'	(665)	9 - 11' - Brownish gray/black, PEAT material (fine sand / silt, squishy), earthy odor, moist	
11					11 - 12' - Dark gray, medium SAND and fine gravel, strong petroleum odor	Sample SB-02 for VOCs and SVOCs
12						
13			1.5'	(261)	12 - 15' - Brownish gray/black, PEAT material (fine sand / silt, squishy), petroleum odor, moist	
14						
15					Boring terminated at ~15' bgs	
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES:



Soil Boring Log

Project #/Name:	17-258 / Syracuse Scale Facility	BORING ID: SB-03
Client:	BBL Construction Services, LLC	
Site Location:	156-158 Solar Street, Syracuse, NY	
Coordinates:		Sheet: 1 of 1
Drilling Contractor:	NYEG	Logged By: DB
Drilling Method:	Direct-Push Geoprobe (After Core-Drilling through concrete slab)	Boring Diameter: 2"
Date:	January 3 & 4, 2018*	Sample Type(s): 3' MacroCore Sleeves
Time Start:	Jan 3rd @ 1448*	Monitoring Well? Temporary/Permanent: Temp (TW-02) Diameter: 1" PVC
Time Finish:	Jan 4th @ 1112*	Screened Interval: 5.30 to 15.30' bgs Riser Height: 6.52'
		Ground Elevation:
		Boring Depth: ~15' bgs
		Water Level: 9.76' bgs

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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'	(1.4)	0 - 0.75' - 9" CONCRETE SLAB 0.75 - 1' - Red BRICK material 1 - 3' - Black, coarse SAND and very coarse sand	
2						
3						
4			2'	(2.7)	3 - 4.5' - Gray, coarse SAND, some medium sand 4.5 - 6' - Dark gray/black, PEAT material (fine sand / silt, squishy), earthy odor	
5						
6						
7			1'	(0.7)	POOR RECOVERY 6 - 9' - Gray, medium SAND and coarse sand, wet	
8						
9						
10	▼		2.75'	(443)	9 - 11' - Brownish gray, PEAT material (fine sand / silt, squishy), earthy odor	
11					11 - 12' - Dark gray, medium SAND and coarse sand, seam fine gravel, strong petroleum odor, moist	Sample SB-03 for VOCs and SVOCs
12						
13			2.5'	(429)	12 - 15' - Gray and dark gray, medium SAND and coarse sand, some fine gravel, petroleum odor, wet	
14						
15					Boring terminated at ~15' bgs	
16						
17						
18						
19						
20						

bgs = below ground surface
▼ = observed water level

NOTES: * - Geoprobe ran out of fuel during boring of 12 - 15' sample on 1/3/18. Boring completed and temporary well installed on 1/4/18.



Soil Boring Log

Project #/Name:	17-258 / Syracuse Scale Facility		BORING ID: SB-04
Client:	BBL Construction Services, LLC		
Site Location:	156-158 Solar Street, Syracuse, NY		
Coordinates:			Sheet: 1 of 1
Drilling Contractor:	NYEG		Logged By: DB
Drilling Method:	Direct-Push Geoprobe, Track-Mounted and Remote Driven Unit		Boring Diameter: 2"
Date:	January 3, 2018		Ground Elevation:
Time Start:	1552		Boring Depth: ~15' bgs
Time Finish:	1616		Water Level: N/A
Sample Type(s):	5' MacroCore sleeves		
Monitoring Well?	Temporary/Permanent:	N/A	Diameter: N/A
	Screened Interval:	N/A	Riser Height: N/A

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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 - 0.25' - Black, ASPHALT	
2			3.25'	(0.0)	0.25 - 1' - Gray, CRUSHED STONE (asphaly underlayment)	
3					1 - 2.5' - Grayish brown, medium SAND and coarse sand	
4					2.5 - 3.5' - Brown, fine SAND	
5					3.5 - 3.75' - Red, BRICK material	
6					3.75 - 5' - Brown, SILTY fine sand	
7			3.25'	(0.0)	5 - 7' - Gray, medium SAND and coarse sand, some fine gravel, wet	
8					7 - 10' - Dark brown, PEAT material (fine sand / silt, squishy), earthy odor	
9						
10					10 - 12' - Gray, coarse SAND and fine gravel, wet	
11						
12			4.75'		12 - 14' - Dark brown/black, PEAT material (fine sand / silt, squishy), earthy odor	
13						
14				(0.5)	14 - 15' - Gray, coarse SAND, some fine gravel, moist, slight petroleum odor	
15					Boring terminated at ~15' bgs	
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES:



Soil Boring Log

Project #/Name:	17-258 / Syracuse Scale Facility	BORING ID: SB-05
Client:	BBL Construction Services, LLC	
Site Location:	156-158 Solar Street, Syracuse, NY	
Coordinates:		Sheet: 1 of 1
Drilling Contractor:	NYEG	Logged By: DB
Drilling Method:	Direct-Push Geoprobe, Track-Mounted and Remote Driven Unit	Boring Diameter: 2"
Date:	January 3, 2018	Ground Elevation:
Time Start:	1619	Boring Depth: ~15' bgs
Time Finish:	1640	Water Level: 4.92' bgs
Sample Type(s): 5' MacroCore sleeves		
Monitoring Well?		
<i>Temporary/Permanent:</i> Temp (TW-04) <i>Diameter:</i> 1" PVC		
<i>Screened Interval:</i> 4.38 to 14.38' bgs <i>Riser Height:</i> 6.20'		

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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 - 1' - Black, ASPHALT and associated	
2			3'	(0.0)	1 - 5' - Brownish gray, coarse SAND and medium sand	
3						
4						
5	▼				POOR RECOVERY	
6					-5 - 7' - Gray, coarse SAND and fine gravel, moist	
7			1.5'	(0.0)	-7 - 10' - Gray, PEAT material (fine sand / silt, squishy), earthy odor	
8						
9						
10					POOR RECOVERY	
11					10 - 15' - PEAT material as seen elsewhere, but with some gravel interspersed, wet, slight petroleum odor	
12			2.25'	(0.1)		Sample SB-05 for VOCs and SVOCs
13						
14						
15					Boring terminated at ~15' bgs	
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES:

These soil boring logs were prepared in conjunction with an environmental investigation. The data represented shall not be used for any other purpose (ex - geotechnical assessment, etc.).



Soil Boring Log

Project #/Name:	17-258 / Syracuse Scale Facility		BORING ID: SB-06
Client:	BBL Construction Services, LLC		
Site Location:	156-158 Solar Street, Syracuse, NY		
Coordinates:		Sheet:	1 of 1
Drilling Contractor:	NYEG		Logged By: DB
Drilling Method:	Direct-Push Geoprobe, Track-Mounted and Remote Driven Unit		Boring Diameter: 2"
Date:	January 4, 2018		Ground Elevation:
Time Start:	0826		Boring Depth: ~15' bgs
Time Finish:	0856		Water Level: N/A
Sample Type(s):	5' MacroCore sleeves		
Monitoring Well?	Temporary/Permanent:	N/A	Diameter: N/A
	Screened Interval:	N/A	Riser Height: N/A

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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 - 1.5' - Dark brown, coarse SAND, trace very coarse sand	
2			3.25'	(0.0)	1.5 - 2.75' - Brown, fine SAND and SILT	
3					2.75 - 3.5' - Dark brown/black, coarse SAND, little brick pieces	
4					3.5 - 5' - Brown, fine SAND and SILT	
5					5 - 6' - Blackish brown, medium SAND and fine gravel, moist	
6					6 - 7.5' - Grayish dark gray, coarse SAND material and fine gravel, moist	
7			3.5'	(0.0)	7.5 - 9' - Grayish brown, coarse SAND and medium sand, trace fine gravel, moist	
8					9 - 10' - Dark brown/black, PEAT material (fine sand / silt, squishy), earthy odor	
9						
10					10 - 11' - Gray, medium SAND and coarse sand, trace very coarse sand, wet	
11					11 - 15' - Dark brown/black, PEAT material (fine sand / silt, squishy), earthy odor	
12			4.5'	(0.0)		
13						
14						
15					Boring terminated at ~15' bgs	
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES:



Soil Boring Log

Project #/Name:	17-258 / Syracuse Scale Facility	BORING ID: SB-07
Client:	BBL Construction Services, LLC	
Site Location:	156-158 Solar Street, Syracuse, NY	
Coordinates:		Sheet: 1 of 1
Drilling Contractor:	NYEG	Logged By: DB
Drilling Method:	Direct-Push Geoprobe (After Core-Drilling through concrete slab)	Boring Diameter: 2"
Date:	January 4, 2018	Ground Elevation:
Time Start:	1119	Monitoring Well? Temporary/Permanent: Temp (TW-03) Diameter: 1" PVC Boring Depth: ~10' bgs
Time Finish:	1204	Screened Interval: 0.00 to 8.9' bgs (All) Riser Height: All Screen Water Level: 3.20' bgs

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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'	(13.2)	0 - 0.5' - 6" CONCRETE SLAB 0.5 - 3' - Dark gray/black, coarse SAND, some very coarse sand, moist*, slight odor	Sample SB-07 for VOCs and SVOCs
2						
3	▼		0.75'	(2.7)	POOR RECOVERY 3 - 6' - Dark gray, medium SAND, some coarse sand, little very fine sand interspersed, moist*	
4						
5						
6			2.25'	(0.4)	6 - 9' - Dark gray, coarse SAND, trace medium sand, trace very coarse sand, moist*	
7						
8						
9			1.25**	(0.8)	9 - 10' - Dark gray, very coarse SAND and coarse sand, wet	
10					Refusal at ~10' bgs	
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

bgs = below ground surface
▼ = observed water level

NOTES: * - Moisture likely affected by core-drilling activities
** - Likely that some slough was recovered in sample



Soil Boring Log

Project #/Name:	17-258 / Syracuse Scale Facility		BORING ID: SB-08
Client:	BBL Construction Services, LLC		
Site Location:	156-158 Solar Street, Syracuse, NY		
Coordinates:	Sheet:	1 of 1	
Drilling Contractor:	NYEG	Logged By:	DB
Drilling Method:	Direct-Push Geoprobe (After Core-Drilling through concrete slab)		Boring Diameter: 2"
Date:	January 4, 2018		Ground Elevation:
Time Start:	1209	Monitoring Well?	Temporary/Permanent: N/A Diameter: N/A Boring Depth: ~15' bgs
Time Finish:	1240	Screened Interval:	N/A Riser Height: N/A Water Level: N/A

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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			1.25'	(1.4)	0 - 0.5' - 6" CONCRETE SLAB 0.5 - 1.5' - Dark gray/black, very coarse SAND and fine gravel 1.5 - 3' - Brown, coarse SAND and medium sand, trace fine sand	
2						
3					NO RECOVERY	
4						
5						
6			2.75'	(0.0)	6 - 9' - Grayish, PEAT material (fine sand / silt, squishy), earthy odor	
7						
8						
9			3'	(0.0)	9 - 10' - Grayish, PEAT material (fine sand / silt, squishy), earthy odor, moist 10 - 12' - Grayish, PEAT material (fine sand / silt, squishy), earthy odor	
10						
11						
12			3'	(0.0)	12 - 13.75' - Grayish, PEAT material (fine sand / silt, squishy), earthy odor, wet 13.75 - 15' - Gray, medium SAND, some very coarse sand, wet, earthy odor	
13						
14						
15					Boring terminated at ~15' bgs	
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES:



Soil Boring Log

Project #/Name:	17-258 / Syracuse Scale Facility	BORING ID: SB-09
Client:	BBL Construction Services, LLC	
Site Location:	156-158 Solar Street, Syracuse, NY	
Coordinates:		Sheet: 1 of 1
Drilling Contractor:	NYEG	Logged By: DB
Drilling Method:	Direct-Push Geoprobe (After Core-Drilling through concrete slab)	Boring Diameter: 2"
Date:	January 4, 2018	Ground Elevation:
Time Start:	1245	Monitoring Well? Temporary/Permanent: N/A Diameter: N/A Boring Depth: ~5' bgs
Time Finish:	1315	Screened Interval: N/A Riser Height: N/A Water Level: N/A

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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'	(0.3)	0 - 0.5' - 6" CONCRETE SLAB 0.5 - 3' - Dark gray/black, coarse SAND and very coarse sand	Sample SB-09 for VOCs and SVOCs
2						
3			1.25'	(0.1)	3 - 5' - Dark gray/black, PEAT material (fine sand / silt, squishy), earthy odor, some coarse sand interspersed	
4						
5					Refusal at ~5' bgs	
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES:



Soil Boring Log

Project #/Name:	17-258-001 / Syracuse Scale Facility		BORING ID: SB-10A
Client:	BBL Construction Services, LLC		
Site Location:	156-158 Solar Street, Syracuse, NY		
Coordinates:			Sheet: 1 of 1
Drilling Contractor:	NYEG		Logged By: DB
Drilling Method:	Direct-Push Geoprobe, Track-Mounted, Remote-Operated		Boring Diameter: 2"
Date:	February 7, 2018		Ground Elevation:
Time Start:	0842		Boring Depth: ~7' bgs
Time Finish:	0903		Water Level: N/A
Sample Type(s):	5' MacroCore Sleeves		
Monitoring Well?	Temporary/Permanent:	N/A	Diameter: N/A
	Screened Interval:	N/A	Riser Height: N/A

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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 - 0.5' - 6" CONCRETE SLAB*	
2			3.5'		0.5 - 2' - Dark brown and red, FILL / BRICK material	
3					2 - 5' - Brown, coarse SAND	
4						
5					5 - 7' - Dark brown, PEAT material (fine sand / silt, squishy), earthy odor	
6			2'			
7					Refusal at ~7' bgs	
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES: * - The Geoprobe unit was capable of drilling through the concrete slab so that core-drilling was not necessary



Soil Boring Log

Project #/Name:	17-258-001 / Syracuse Scale Facility		BORING ID: SB-10B**					
Client:	BBL Construction Services, LLC							
Site Location:	156-158 Solar Street, Syracuse, NY							
Coordinates:		Sheet:	1 of 1					
Drilling Contractor:	NYEG	Logged By:	DB					
Drilling Method:	Direct-Push Geoprobe, Track-Mounted, Remote-Operated		Boring Diameter:	2"				
Date:	February 7, 2018		Ground Elevation:					
Time Start:	0904	Monitoring Well?	Temporary/Permanent:	Temp	Diameter:	1" PVC	Boring Depth:	~15' bgs
Time Finish:	0924		Screened Interval:	Bottom 10'	Riser Height:	Unmeasured	Water Level:	N/A

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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 - 0.5' - 6" CONCRETE SLAB*	
2			4'	(0.9)	0.5 - 1.5' - Dark brown, FILL material 1.5 - 5' - Brown, coarse SAND	
3						
4						
5					5 - 6' - Brown, coarse SAND, some medium sand	
6			2.5'	(2.0)	6 - 10' - Black, PEAT material (fine sand / silt, squishy), earthy odor	
7						
8						
9						
10					10 - 12' - Black, PEAT material (fine sand / silt, squishy), petroleum odor, wet	
11						
12			4.75'	(2.0)	12 - 15' - Gray, very coarse SAND, some fine gravel, petroleum odor, wet	
13				3.7		
14						
15					Boring terminated at ~15' bgs	
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES: * - The Geoprobe unit was capable of drilling through the concrete slab so that core-drilling was not necessary
 ** - Boring SB-10B was advanced approximately 5 feet offset from SB-10A



Soil Boring Log

Project #/Name:	17-258-001 / Syracuse Scale Facility			BORING ID: SB-11
Client:	BBL Construction Services, LLC			
Site Location:	156-158 Solar Street, Syracuse, NY			
Coordinates:				Sheet: 1 of 1
Drilling Contractor:	NYEG			Logged By: DB
Drilling Method:	Direct-Push Geoprobe, Track-Mounted, Remote-Operated			Boring Diameter: 2"
Date:	February 7, 2018			Ground Elevation:
Time Start:	0927			Boring Depth: ~15' bgs
Time Finish:	0953			Water Level: N/A
Sample Type(s):	5' MacroCore Sleeves			
Monitoring Well?	Temporary/Permanent:	Temp	Diameter:	1" PVC
	Screened Interval:	Bottomw 10'	Riser Height:	Unmeasured

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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 - 0.5' - 6" CONCRETE SLAB*	
2			2.75'	(2.5)	0.5 - 2.5' - Dark brown and red, FILL / BRICK material	
3					2.5 - 5' - Brownish tan, medium SAND	
4						
5						
6					POOR RECOVERY	
7			1.75'	(0.3)	Approximately 6" of Brownish tan, medium SAND, with some fine gravel recovered, wet	
8					Remaining is Dark brown, PEAT (fine sand / silt, squishy) earthy odor, wet	
9						
10					10 - 11' - Brown, fine gravel, wet (potentially slough from above)	
11					11 - 13' - Dark brown, PEAT (fine sand / silt, squishy) petroleum odor, wet	
12			4.75'	(1.2)		
13				10.8	13 - 15' - Gray, coarse SAND and fine gravel, petroleum odor, wet	
14						
15					Boring terminated at ~15' bgs	
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES: * - The Geoprobe unit was capable of drilling through the concrete slab so that core-drilling was not necessary



Soil Boring Log

Project #/Name:	17-258-001 / Syracuse Scale Facility			BORING ID: SB-12
Client:	BBL Construction Services, LLC			
Site Location:	156-158 Solar Street, Syracuse, NY			
Coordinates:				Sheet: 1 of 1
Drilling Contractor:	NYEG			Logged By: DB
Drilling Method:	Direct-Push Geoprobe, Track-Mounted, Remote-Operated			Boring Diameter: 2"
Date:	February 7, 2018			Ground Elevation:
Time Start:	1032			Boring Depth: ~15' bgs
Time Finish:	1056			Water Level: 9.21' bgs
Sample Type(s):	5' MacroCore Sleeves			
Monitoring Well?	<i>Temporary/Permanent:</i>	Temp (TW-06)	<i>Diameter:</i> 1" PVC	
	<i>Screened Interval:</i>	4.01 to 14.01' bgs	<i>Riser Height:</i> 5.32'	

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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 - 0.5' - 6" CONCRETE SLAB*	
2			2.25'	(0.1)	0.5 - 5' - Dark brown, coarse SAND, trace fine gravel	
3						
4						
5						
6			2.5'	(0.2)	5 - 10' - Dark brown, PEAT (fine sand / silt, squishy), earthy odor	
7						
8						
9						
10					10 - 11' - Dark brown, PEAT (fine sand / silt, squishy), petroleum odor, wet	
11					11 - 15' - Gray, very coarse SAND, trace fine gravel, petroleum odor, wet	
12			2.75'	(55.8)		
13						
14						
15					Boring terminated at ~15' bgs	
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES: * - The Geoprobe unit was capable of drilling through the concrete slab so that core-drilling was not necessary



Soil Boring Log

Project #/Name:	17-258-001 / Syracuse Scale Facility	BORING ID: SB-13
Client:	BBL Construction Services, LLC	
Site Location:	156-158 Solar Street, Syracuse, NY	
Coordinates:		Sheet: 1 of 1
Drilling Contractor:	NYEG	Logged By: DB
Drilling Method:	Direct-Push Geoprobe, Dolly-Mounted Rig (Core-Drill through concrete slab)	Boring Diameter: 2"
Date:	February 7, 2018	Ground Elevation:
Time Start:	1040	Boring Depth: ~15' bgs
Time Finish:	1158	Water Level: 8.82' bgs
Sample Type(s):	3' MacroCore Sleeves	
Monitoring Well?	Temporary/Permanent: Temp (TW-07) Diameter: 1" PVC Screened Interval: 3.95 to 13.95' bgs Riser Height: 4.15'	

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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			1.25'	(0.1)	0 - 0.5' - 6" CONCRETE SLAB 0.5 - 3' - Brown, medium SAND	
2						
3						
4			2.5'	(1.3)	3 - 5' - Dark brown, medium SAND, densely compacted	
5					5 - 6' - Dark brown, PEAT (fine sand / silt, squishy), earthy odor	
6					6 - 9' - Dark brown, PEAT (fine sand / silt, squishy), earthy odor	
7			1.5'	(2.5)		
8						
9					9 - 10.5' - Dark brown, PEAT (fine sand / silt, squishy), earthy odor, moist	
10			2.5'	(2,452)		
11					10.5 - 12' - Gray, coarse SAND and fine gravel, strong petroleum odor, wet	
12						
13			2.75'	(1,823)	12 - 15' - Gray, very coarse SAND and fine gravel, strong petroleum odor, wet	
14						
15					Boring terminated at ~15' bgs	
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES:



Soil Boring Log

Project #/Name:	17-258-001 / Syracuse Scale Facility			BORING ID: SB-14
Client:	BBL Construction Services, LLC			
Site Location:	156-158 Solar Street, Syracuse, NY			
Coordinates:		Sheet:	1 of 1	
Drilling Contractor:	NYEG			Logged By: DB
Drilling Method:	Direct-Push Geoprobe, Track-Mounted, Remote-Operated			Boring Diameter: 2"
Date:	February 7, 2018			Ground Elevation:
Time Start:	1124			Boring Depth: ~15' bgs
Time Finish:	1148			Water Level: 9.30' bgs
Sample Type(s):		5' MacroCore Sleeves		
Monitoring Well?		Temporary/Permanent:	Temp (TW-08)	Diameter: 1" PVC
		Screened Interval:	5.0 to 15.0' bgs	Riser Height: 7.05'

Depth (ft)	Sample Depth (ft)	Blow Count (per 6 inches)	Recovery (ft)	PID Response (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 - 0.25' - Black ASPHALT	
2			2.5'	(0.3)	0.25 - 4.5' - Brown, coarse SAND and medium sand, trace brick material	
3						
4						
5					4.5 - 5' - Dark brown, PEAT (fine sand / silt, squishy), earthy odor	
6					5 - 10' - Dark brown, PEAT (fine sand / silt, squishy), earthy odor	
7			3.25'	(10.2)		
8						
9						
10					10 - 12' - Dark brown, PEAT (fine sand / silt, squishy) petroleum odor, wet	
11						
12			2.5'	(1,950)	12 - 15' - Gray, coarse SAND and fine gravel, strong petroleum odor, wet	
13						
14						
15					Boring terminated at ~15' bgs	
16						
17						
18						
19						
20						

bgs = below ground surface
 ▼ = observed water level

NOTES:

ATTACHMENT B

EUROFINS/SPECTRUM ANALYTICAL LABORATORY ANALYSIS REPORTS

Laboratory Report
SC42941

AECC Environmental Consulting
 6308 Fly Road
 East Syracuse, NY 13057
 Attn: Rich McKenna

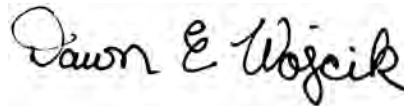
Project: Syracuse Scale - Solar St - NY
 Project #: 17-258

I attest that the information contained within the report has been reviewed for accuracy and checked against the quality control requirements for each method. These results relate only to the sample(s) as received.
 All applicable NELAC requirements have been met.

- Massachusetts # M-MA138/MA1110
- Connecticut # PH-0777
- Florida # E87936
- Maine # MA138
- New Hampshire # 2972/2538
- New Jersey # MA011
- New York # 11393
- Pennsylvania # 68-04426/68-02924
- Rhode Island # LAO00348
- USDA # P330-15-00375
- Vermont # VT-11393



Authorized by:
 Dawn Wojcik
 Laboratory Director



Eurofins Spectrum Analytical holds primary NELAC certification in the State of New York for the analytes as indicated with an X in the "Cert." column within this report. Please note that the State of New York does not offer certification for all analytes. Please refer to our website for specific certification holdings in each state.

Please note that this report contains 56 pages of analytical data plus Chain of Custody document(s). When the Laboratory Report is indicated as revised, this report supersedes any previously dated reports for the laboratory ID(s) referenced above. Where this report identifies subcontracted analyses, copies of the subcontractor's test report are available upon request. This report may not be reproduced, except in full, without written approval from Eurofins Spectrum Analytical, Inc.

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Please contact the Laboratory or Technical Director at 800-789-9115 with any questions regarding the data contained in this laboratory report.

Sample Summary

Work Order: SC42941
Project: Syracuse Scale - Solar St - NY
Project Number: 17-258

<u>Laboratory ID</u>	<u>Client Sample ID</u>	<u>Matrix</u>	<u>Date Sampled</u>	<u>Date Received</u>
SC42941-01	Soil Pile 01	Soil	02-Jan-18 11:10	06-Jan-18 11:01
SC42941-02	Soil Pile 02	Soil	03-Jan-18 08:45	06-Jan-18 11:01
SC42941-03	SB-01	Soil	03-Jan-18 13:49	06-Jan-18 11:01
SC42941-04	SB-02	Soil	03-Jan-18 14:51	06-Jan-18 11:01
SC42941-05	SB-03	Soil	03-Jan-18 15:27	06-Jan-18 11:01
SC42941-06	SB-05	Soil	03-Jan-18 16:42	06-Jan-18 11:01
SC42941-07	SB-07	Soil	04-Jan-18 11:55	06-Jan-18 11:01
SC42941-08	SB-09	Soil	04-Jan-18 13:16	06-Jan-18 11:01
SC42941-09	SURF-01	Soil	04-Jan-18 09:16	06-Jan-18 11:01
SC42941-10	SURF-02	Soil	04-Jan-18 09:32	06-Jan-18 11:01
SC42941-11	SURF-03	Soil	04-Jan-18 09:47	06-Jan-18 11:01
SC42941-12	SURF-04	Soil	04-Jan-18 10:02	06-Jan-18 11:01

CASE NARRATIVE:

Data has been reported to the RDL. This report includes estimated concentrations detected below the RDL and above the MDL (J-Flag).

All non-detects and all results below the detection limit are reported as “<” (less than) the detection limit in this report.

The samples were received 1.8 degrees Celsius, please refer to the Chain of Custody for details specific to temperature upon receipt. An infrared thermometer with a tolerance of +/- 1.0 degrees Celsius was used immediately upon receipt of the samples.

If a Matrix Spike (MS), Matrix Spike Duplicate (MSD) or Duplicate (DUP) was not requested on the Chain of Custody, method criteria may have been fulfilled with a source sample not of this Sample Delivery Group. If method or program required MS/MSD/Dup were not performed, sufficient sample was not provided to the laboratory.

All VOC soils samples submitted and analyzed in methanol will have a minimum dilution factor of 50. This is the minimum amount of solvent allowed on the instrumentation without causing interference. Soils are run on a manual load instrument. 100ug of sample (MEOH) is spiked into 5ml DI water along with the surrogate and added directly onto the instrument. Additional dilution factors may be required to keep analyte concentration within instrument calibration range.

Method SW846 5035A is designed to use on samples containing low levels of VOCs, ranging from 0.5 to 200 ug/Kg. Target analytes that are less responsive to purge and trap may be present at concentrations over 200ug/Kg but may not be reportable in the methanol preserved vial (SW846 5030). This is the result of the inherent dilution factor required for the methanol preservation.

All volatile soil/product/solid samples should be collected in accordance method SW846 5035/5035A. Any sample with a result below 200ug/Kg that has not been collected in accordance with method 5035/5035 A must be evaluated as potentially biased low.

See below for any non-conformances and issues relating to quality control samples and/or sample analysis/matrix.

SW846 6010C

Laboratory Control Samples:

1800269 SRM/SRMD

Cadmium percent recoveries (91/82) are outside individual acceptance criteria (82.4-117.6), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

- Soil Pile 01
- Soil Pile 02
- SURF-01
- SURF-02
- SURF-03
- SURF-04

SW846 8260C

Calibration:

1712025

SW846 8260C

Calibration:

1712025

Analyte quantified by quadratic equation type calibration.

1,2,3-Trichlorobenzene
1,2,4-Trichlorobenzene
1,2,4-Trimethylbenzene
1,2-Dibromo-3-chloropropane
1,3,5-Trichlorobenzene
1,3,5-Trimethylbenzene
1,4-Dioxane
2-Hexanone (MBK)
4-Chlorotoluene
4-Isopropyltoluene
4-Methyl-2-pentanone (MIBK)
Bromoform
cis-1,3-Dichloropropene
Dibromochloromethane
Di-isopropyl ether
Ethyl tert-butyl ether
Ethylbenzene
Isopropylbenzene
m,p-Xylene
Methyl tert-butyl ether
Naphthalene
n-Butylbenzene
n-Propylbenzene
o-Xylene
sec-Butylbenzene
Styrene
tert-Butylbenzene
Tetrahydrofuran
trans-1,3-Dichloropropene
trans-1,4-Dichloro-2-butene
Vinyl chloride

This affected the following samples:

S710689-ICV1

1801061

Analyte quantified by quadratic equation type calibration.

4-Isopropyltoluene
Naphthalene
sec-Butylbenzene

This affected the following samples:

S815994-ICV1

S815994-ICV1

Analyte percent recovery is outside individual acceptance criteria (80-120).

Carbon disulfide (78%)

This affected the following samples:

S815999-CCV1

Laboratory Control Samples:

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SW846 8260C

Laboratory Control Samples:

1800329 BS/BSD

Vinyl chloride percent recoveries (62/60) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

SB-03

Spikes:

1800329-MS1 *Source: SC42941-04*

The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.

1,2,4-Trimethylbenzene

Samples:

S815841-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

2-Chlorotoluene (21.3%)
Chloroethane (-26.0%)
Chloromethane (-28.1%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Vinyl chloride (-38.2%)

This affected the following samples:

1800329-BLK1
1800329-BS1
1800329-BSD1
1800329-MS1
1800329-MSD1
SB-03

SC42941-04 *SB-02*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SC42941-05 *SB-03*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SC42941-06 *SB-05*

Reporting limits reflect SW846 5035A High Level extraction technique due to interference and/or QC issues using SW846 5035A Low Level extraction technique.

SC42941-08 *SB-09*

Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogates with three required by program methods.

1,2-Dichloroethane-d4

SW846 8270D

Samples:

S815979-CCV1

SW846 8270D

Samples:

S815979-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

2-Methylnaphthalene (27.7%)

This affected the following samples:

1800428-BLK1
1800428-BS1
1800428-BSD1

S815980-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

2-Methylnaphthalene (27.7%)

This affected the following samples:

SB-01
SB-02
SB-03
SB-05
SB-07
SB-09
Soil Pile 02
SURF-01
SURF-02
SURF-03
SURF-04

S816005-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

2-Methylnaphthalene (22.6%)

This affected the following samples:

Soil Pile 01

SC42941-01 *Soil Pile 01*

The Reporting Limit has been raised to account for matrix interference.

Sample Acceptance Check Form

Client: AECC Environmental Consulting
Project: Syracuse Scale - Solar St - NY / 17-258
Work Order: SC42941
Sample(s) received on: 1/6/2018

The following outlines the condition of samples for the attached Chain of Custody upon receipt.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
Were custody seals present?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Were custody seals intact?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Were samples received at a temperature of $\leq 6^{\circ}\text{C}$?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples cooled on ice upon transfer to laboratory representative?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were sample containers received intact?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples properly labeled (labels affixed to sample containers and include sample ID, site location, and/or project number and the collection date)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples accompanied by a Chain of Custody document?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does Chain of Custody document include proper, full, and complete documentation, which shall include sample ID, site location, and/or project number, date and time of collection, collector's name, preservation type, sample matrix and any special remarks concerning the sample?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did sample container labels agree with Chain of Custody document?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples received within method-specific holding times?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Summary of Hits

Lab ID: SC42941-01

Client ID: Soil Pile 01

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
Arsenic	5.00		1.64	mg/kg	SW846 6010C
Barium	76.6		1.09	mg/kg	SW846 6010C
Cadmium	1.05		0.546	mg/kg	SW846 6010C
Chromium	13.3		1.09	mg/kg	SW846 6010C
Lead	57.7		1.64	mg/kg	SW846 6010C
Mercury	0.0466		0.0315	mg/kg	SW846 7471B
Aroclor-1260 [2C]	20.9	J	22.2	µg/kg	SW846 8082A
Benzo (a) anthracene	1350	J, D	1490	µg/kg	SW846 8270D
Benzo (a) pyrene	1230	J, D	1490	µg/kg	SW846 8270D
Benzo (b) fluoranthene	1160	J, D	1490	µg/kg	SW846 8270D
Benzo (g,h,i) perylene	754	J, D	1490	µg/kg	SW846 8270D
Benzo (k) fluoranthene	1240	J, D	1490	µg/kg	SW846 8270D
Chrysene	1220	J, D	1490	µg/kg	SW846 8270D
Fluoranthene	2840	D	1490	µg/kg	SW846 8270D
Indeno (1,2,3-cd) pyrene	836	J, D	1490	µg/kg	SW846 8270D
Phenanthrene	1430	J, D	1490	µg/kg	SW846 8270D
Pyrene	2170	D	1490	µg/kg	SW846 8270D

Lab ID: SC42941-02

Client ID: Soil Pile 02

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
Arsenic	4.75		1.81	mg/kg	SW846 6010C
Barium	184		1.20	mg/kg	SW846 6010C
Cadmium	1.42		0.602	mg/kg	SW846 6010C
Chromium	38.6		1.20	mg/kg	SW846 6010C
Lead	131		1.81	mg/kg	SW846 6010C
Mercury	0.141		0.0346	mg/kg	SW846 7471B
Aroclor-1260 [2C]	62.3		24.0	µg/kg	SW846 8082A
Acenaphthene	1610	J, D	1630	µg/kg	SW846 8270D
Anthracene	4380	D	1630	µg/kg	SW846 8270D
Benzo (a) anthracene	10700	D	1630	µg/kg	SW846 8270D
Benzo (a) pyrene	9580	D	1630	µg/kg	SW846 8270D
Benzo (b) fluoranthene	11400	D	1630	µg/kg	SW846 8270D
Benzo (g,h,i) perylene	4790	D	1630	µg/kg	SW846 8270D
Benzo (k) fluoranthene	6030	D	1630	µg/kg	SW846 8270D
Chrysene	10200	D	1630	µg/kg	SW846 8270D
Dibenzo (a,h) anthracene	1520	J, D	1630	µg/kg	SW846 8270D
Fluoranthene	24400	D	1630	µg/kg	SW846 8270D
Fluorene	2130	D	1630	µg/kg	SW846 8270D
Indeno (1,2,3-cd) pyrene	5620	D	1630	µg/kg	SW846 8270D
Naphthalene	1650	D	1630	µg/kg	SW846 8270D
Phenanthrene	19600	D	1630	µg/kg	SW846 8270D
Pyrene	18200	D	1630	µg/kg	SW846 8270D

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Lab ID: SC42941-03

Client ID: SB-01

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
Benzene	3.7	UJL	11.7	µg/kg	SW846 8260C

Lab ID: SC42941-04

Client ID: SB-02

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
1,2,4-Trimethylbenzene	38000	D	537	µg/kg	SW846 8260C
1,3,5-Trimethylbenzene	499	UJL, D	537	µg/kg	SW846 8260C
4-Isopropyltoluene	5260	D	537	µg/kg	SW846 8260C
Ethylbenzene	832	D	537	µg/kg	SW846 8260C
Isopropylbenzene	4420	D	537	µg/kg	SW846 8260C
m,p-Xylene	596	UJL, D	1070	µg/kg	SW846 8260C
Naphthalene	9370	D	537	µg/kg	SW846 8260C
n-Butylbenzene	5740	D	537	µg/kg	SW846 8260C
n-Propylbenzene	7120	D	537	µg/kg	SW846 8260C
o-Xylene	295	UJL, D	537	µg/kg	SW846 8260C
sec-Butylbenzene	3290	D	537	µg/kg	SW846 8260C
tert-Butylbenzene	730	D	537	µg/kg	SW846 8260C
1-Methylnaphthalene	2150		71.8	µg/kg	SW846 8270D
2-Methylnaphthalene	3560		71.8	µg/kg	SW846 8270D
Acenaphthene	409		71.8	µg/kg	SW846 8270D
Anthracene	202		71.8	µg/kg	SW846 8270D
Benzo (a) anthracene	140		71.8	µg/kg	SW846 8270D
Benzo (a) pyrene	70.0	J	71.8	µg/kg	SW846 8270D
Benzo (b) fluoranthene	44.5	J	71.8	µg/kg	SW846 8270D
Benzo (k) fluoranthene	50.6	J	71.8	µg/kg	SW846 8270D
Chrysene	111		71.8	µg/kg	SW846 8270D
Fluoranthene	254		71.8	µg/kg	SW846 8270D
Fluorene	304		71.8	µg/kg	SW846 8270D
Naphthalene	2000		71.8	µg/kg	SW846 8270D
Phenanthrene	906		71.8	µg/kg	SW846 8270D
Pyrene	411		71.8	µg/kg	SW846 8270D

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Lab ID: SC42941-05

Client ID: SB-03

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
1,2,4-Trimethylbenzene	22600	D	633	µg/kg	SW846 8260C
1,3,5-Trimethylbenzene	841	D	633	µg/kg	SW846 8260C
4-Isopropyltoluene	3220	D	633	µg/kg	SW846 8260C
Ethylbenzene	3650	D	633	µg/kg	SW846 8260C
Isopropylbenzene	2620	D	633	µg/kg	SW846 8260C
m,p-Xylene	1230	UJL, D	1270	µg/kg	SW846 8260C
Naphthalene	5570	D	633	µg/kg	SW846 8260C
n-Butylbenzene	3430	D	633	µg/kg	SW846 8260C
n-Propylbenzene	4280	D	633	µg/kg	SW846 8260C
o-Xylene	342	UJL, D	633	µg/kg	SW846 8260C
sec-Butylbenzene	2070	D	633	µg/kg	SW846 8260C
tert-Butylbenzene	569	UJL, D	633	µg/kg	SW846 8260C
1-Methylnaphthalene	737		73.0	µg/kg	SW846 8270D
2-Methylnaphthalene	1400		73.0	µg/kg	SW846 8270D
Acenaphthene	177		73.0	µg/kg	SW846 8270D
Anthracene	92.3		73.0	µg/kg	SW846 8270D
Benzo (a) anthracene	68.6	J	73.0	µg/kg	SW846 8270D
Benzo (a) pyrene	37.6	J	73.0	µg/kg	SW846 8270D
Benzo (b) fluoranthene	35.7	J	73.0	µg/kg	SW846 8270D
Chrysene	59.1	J	73.0	µg/kg	SW846 8270D
Fluoranthene	137		73.0	µg/kg	SW846 8270D
Fluorene	145		73.0	µg/kg	SW846 8270D
Naphthalene	625		73.0	µg/kg	SW846 8270D
Phenanthrene	393		73.0	µg/kg	SW846 8270D
Pyrene	207		73.0	µg/kg	SW846 8270D

Lab ID: SC42941-06

Client ID: SB-05

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
Anthracene	64.3	J	85.7	µg/kg	SW846 8270D
Benzo (a) anthracene	136		85.7	µg/kg	SW846 8270D
Benzo (a) pyrene	120		85.7	µg/kg	SW846 8270D
Benzo (b) fluoranthene	112		85.7	µg/kg	SW846 8270D
Benzo (g,h,i) perylene	64.7	J	85.7	µg/kg	SW846 8270D
Benzo (k) fluoranthene	81.8	J	85.7	µg/kg	SW846 8270D
Chrysene	127		85.7	µg/kg	SW846 8270D
Fluoranthene	329		85.7	µg/kg	SW846 8270D
Indeno (1,2,3-cd) pyrene	63.8	J	85.7	µg/kg	SW846 8270D
Phenanthrene	278		85.7	µg/kg	SW846 8270D
Pyrene	239		85.7	µg/kg	SW846 8270D

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Lab ID: SC42941-07

Client ID: SB-07

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
1,2,4-Trimethylbenzene	2.6	UJL	7.1	µg/kg	SW846 8260C
1-Methylnaphthalene	42.8	J	86.5	µg/kg	SW846 8270D
2-Methylnaphthalene	57.5	J	86.5	µg/kg	SW846 8270D
Anthracene	55.7	J	86.5	µg/kg	SW846 8270D
Benzo (a) anthracene	364		86.5	µg/kg	SW846 8270D
Benzo (a) pyrene	379		86.5	µg/kg	SW846 8270D
Benzo (b) fluoranthene	340		86.5	µg/kg	SW846 8270D
Benzo (g,h,i) perylene	229		86.5	µg/kg	SW846 8270D
Benzo (k) fluoranthene	342		86.5	µg/kg	SW846 8270D
Chrysene	414		86.5	µg/kg	SW846 8270D
Dibenzo (a,h) anthracene	70.4	J	86.5	µg/kg	SW846 8270D
Fluoranthene	619		86.5	µg/kg	SW846 8270D
Indeno (1,2,3-cd) pyrene	221		86.5	µg/kg	SW846 8270D
Phenanthrene	322		86.5	µg/kg	SW846 8270D
Pyrene	568		86.5	µg/kg	SW846 8270D

Lab ID: SC42941-08

Client ID: SB-09

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
1-Methylnaphthalene	484	J, D	836	µg/kg	SW846 8270D
2-Methylnaphthalene	614	J, D	836	µg/kg	SW846 8270D
Acenaphthene	681	J, D	836	µg/kg	SW846 8270D
Anthracene	1540	D	836	µg/kg	SW846 8270D
Benzo (a) anthracene	4380	D	836	µg/kg	SW846 8270D
Benzo (a) pyrene	5070	D	836	µg/kg	SW846 8270D
Benzo (b) fluoranthene	5270	D	836	µg/kg	SW846 8270D
Benzo (g,h,i) perylene	2870	D	836	µg/kg	SW846 8270D
Benzo (k) fluoranthene	3890	D	836	µg/kg	SW846 8270D
Chrysene	4710	D	836	µg/kg	SW846 8270D
Dibenzo (a,h) anthracene	981	D	836	µg/kg	SW846 8270D
Fluoranthene	9500	D	836	µg/kg	SW846 8270D
Fluorene	693	J, D	836	µg/kg	SW846 8270D
Indeno (1,2,3-cd) pyrene	2980	D	836	µg/kg	SW846 8270D
Naphthalene	547	J, D	836	µg/kg	SW846 8270D
Phenanthrene	7110	D	836	µg/kg	SW846 8270D
Pyrene	7030	D	836	µg/kg	SW846 8270D

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Lab ID: SC42941-09

Client ID: SURF-01

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
Arsenic	6.71		1.72	mg/kg	SW846 6010C
Barium	542		1.15	mg/kg	SW846 6010C
Cadmium	1.16		0.573	mg/kg	SW846 6010C
Chromium	19.6		1.15	mg/kg	SW846 6010C
Lead	199		1.72	mg/kg	SW846 6010C
Mercury	0.237		0.0304	mg/kg	SW846 7471B
Benzo (a) anthracene	1750	D	767	µg/kg	SW846 8270D
Benzo (a) pyrene	1700	D	767	µg/kg	SW846 8270D
Benzo (b) fluoranthene	1660	D	767	µg/kg	SW846 8270D
Benzo (g,h,i) perylene	820	D	767	µg/kg	SW846 8270D
Benzo (k) fluoranthene	1570	D	767	µg/kg	SW846 8270D
Chrysene	1570	D	767	µg/kg	SW846 8270D
Fluoranthene	2790	D	767	µg/kg	SW846 8270D
Indeno (1,2,3-cd) pyrene	962	D	767	µg/kg	SW846 8270D
Phenanthrene	1180	D	767	µg/kg	SW846 8270D
Pyrene	2310	D	767	µg/kg	SW846 8270D

Lab ID: SC42941-10

Client ID: SURF-02

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
Arsenic	6.36		1.74	mg/kg	SW846 6010C
Barium	80.5		1.16	mg/kg	SW846 6010C
Cadmium	0.732		0.581	mg/kg	SW846 6010C
Chromium	8.94		1.16	mg/kg	SW846 6010C
Lead	44.1		1.74	mg/kg	SW846 6010C
Mercury	0.197		0.0346	mg/kg	SW846 7471B
Aroclor-1260	98.4		22.9	µg/kg	SW846 8082A
Anthracene	88.7	J, D	156	µg/kg	SW846 8270D
Benzo (a) anthracene	393	D	156	µg/kg	SW846 8270D
Benzo (a) pyrene	391	D	156	µg/kg	SW846 8270D
Benzo (b) fluoranthene	379	D	156	µg/kg	SW846 8270D
Benzo (g,h,i) perylene	218	D	156	µg/kg	SW846 8270D
Benzo (k) fluoranthene	307	D	156	µg/kg	SW846 8270D
Chrysene	393	D	156	µg/kg	SW846 8270D
Dibenzo (a,h) anthracene	61.5	J, D	156	µg/kg	SW846 8270D
Fluoranthene	766	D	156	µg/kg	SW846 8270D
Indeno (1,2,3-cd) pyrene	235	D	156	µg/kg	SW846 8270D
Phenanthrene	459	D	156	µg/kg	SW846 8270D
Pyrene	635	D	156	µg/kg	SW846 8270D

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Lab ID: SC42941-11

Client ID: SURF-03

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
Arsenic	8.42		1.74	mg/kg	SW846 6010C
Barium	61.0		1.16	mg/kg	SW846 6010C
Cadmium	0.620		0.579	mg/kg	SW846 6010C
Chromium	9.54		1.16	mg/kg	SW846 6010C
Lead	88.3		1.74	mg/kg	SW846 6010C
Mercury	0.136		0.0327	mg/kg	SW846 7471B
1-Methylnaphthalene	210	J, D	386	µg/kg	SW846 8270D
2-Methylnaphthalene	239	J, D	386	µg/kg	SW846 8270D
Anthracene	316	J, D	386	µg/kg	SW846 8270D
Benzo (a) anthracene	2320	D	386	µg/kg	SW846 8270D
Benzo (a) pyrene	2280	D	386	µg/kg	SW846 8270D
Benzo (b) fluoranthene	2070	D	386	µg/kg	SW846 8270D
Benzo (g,h,i) perylene	1220	D	386	µg/kg	SW846 8270D
Benzo (k) fluoranthene	1900	D	386	µg/kg	SW846 8270D
Chrysene	2340	D	386	µg/kg	SW846 8270D
Dibenzo (a,h) anthracene	334	J, D	386	µg/kg	SW846 8270D
Fluoranthene	4840	D	386	µg/kg	SW846 8270D
Indeno (1,2,3-cd) pyrene	1360	D	386	µg/kg	SW846 8270D
Phenanthrene	1760	D	386	µg/kg	SW846 8270D
Pyrene	4250	D	386	µg/kg	SW846 8270D

Lab ID: SC42941-12

Client ID: SURF-04

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
Arsenic	6.22		1.70	mg/kg	SW846 6010C
Barium	44.2		1.13	mg/kg	SW846 6010C
Cadmium	0.559	J	0.565	mg/kg	SW846 6010C
Chromium	15.2		1.13	mg/kg	SW846 6010C
Lead	32.1		1.70	mg/kg	SW846 6010C
Mercury	0.207		0.0296	mg/kg	SW846 7471B
Benzo (a) anthracene	180		75.8	µg/kg	SW846 8270D
Benzo (a) pyrene	185		75.8	µg/kg	SW846 8270D
Benzo (b) fluoranthene	194		75.8	µg/kg	SW846 8270D
Benzo (g,h,i) perylene	113		75.8	µg/kg	SW846 8270D
Benzo (k) fluoranthene	159		75.8	µg/kg	SW846 8270D
Chrysene	187		75.8	µg/kg	SW846 8270D
Dibenzo (a,h) anthracene	32.6	J	75.8	µg/kg	SW846 8270D
Fluoranthene	321		75.8	µg/kg	SW846 8270D
Indeno (1,2,3-cd) pyrene	113		75.8	µg/kg	SW846 8270D
Phenanthrene	161		75.8	µg/kg	SW846 8270D
Pyrene	271		75.8	µg/kg	SW846 8270D

Please note that because there are no reporting limits associated with hazardous waste characterizations or micro analyses, this summary does not include hits from these analyses if included in this work order.

Sample Identification

Soil Pile 01
SC42941-01

Client Project #
17-258

Matrix
Soil

Collection Date/Time
02-Jan-18 11:10

Received
06-Jan-18

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
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Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

R01

Prepared by method SW846 3546

83-32-9	Acenaphthene	< 1490	U, D	µg/kg dry	1490	744	20	SW846 8270D	12-Jan-18	17-Jan-18	MSL	1800428	X
208-96-8	Acenaphthylene	< 1490	U, D	µg/kg dry	1490	737	20	"	"	"	"	"	X
120-12-7	Anthracene	< 1490	U, D	µg/kg dry	1490	714	20	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	1,350	J, D	µg/kg dry	1490	788	20	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	1,230	J, D	µg/kg dry	1490	556	20	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	1,160	J, D	µg/kg dry	1490	723	20	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	754	J, D	µg/kg dry	1490	600	20	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	1,240	J, D	µg/kg dry	1490	585	20	"	"	"	"	"	X
218-01-9	Chrysene	1,220	J, D	µg/kg dry	1490	746	20	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 1490	U, D	µg/kg dry	1490	573	20	"	"	"	"	"	X
206-44-0	Fluoranthene	2,840	D	µg/kg dry	1490	789	20	"	"	"	"	"	X
86-73-7	Fluorene	< 1490	U, D	µg/kg dry	1490	759	20	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	836	J, D	µg/kg dry	1490	538	20	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 1490	U, D	µg/kg dry	1490	903	20	"	"	"	"	"	X
91-20-3	Naphthalene	< 1490	U, D	µg/kg dry	1490	697	20	"	"	"	"	"	X
85-01-8	Phenanthrene	1,430	J, D	µg/kg dry	1490	695	20	"	"	"	"	"	X
129-00-0	Pyrene	2,170	D	µg/kg dry	1490	833	20	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 1490	U, D	µg/kg dry	1490	735	20	"	"	"	"	"	X

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	75			30-130 %			"	"	"	"	"	
4165-60-0	Nitrobenzene-d5	68			30-130 %			"	"	"	"	"	
1718-51-0	Terphenyl-dl4	74			30-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GC

Polychlorinated Biphenyls

Prepared by method SW846 3546

12674-11-2	Aroclor-1016	< 22.2	U	µg/kg dry	22.2	9.97	1	SW846 8082A	12-Jan-18	15-Jan-18	AM	1800429	X
11104-28-2	Aroclor-1221	< 22.2	U	µg/kg dry	22.2	11.8	1	"	"	"	"	"	X
11141-16-5	Aroclor-1232	< 22.2	U	µg/kg dry	22.2	11.1	1	"	"	"	"	"	X
53469-21-9	Aroclor-1242	< 22.2	U	µg/kg dry	22.2	22.0	1	"	"	"	"	"	X
12672-29-6	Aroclor-1248	< 22.2	U	µg/kg dry	22.2	20.3	1	"	"	"	"	"	X
11097-69-1	Aroclor-1254	< 22.2	U	µg/kg dry	22.2	14.5	1	"	"	"	"	"	X
11096-82-5	Aroclor-1260 [2C]	20.9	J	µg/kg dry	22.2	12.9	1	"	"	"	"	"	X
37324-23-5	Aroclor-1262	< 22.2	U	µg/kg dry	22.2	19.4	1	"	"	"	"	"	X
11100-14-4	Aroclor-1268	< 22.2	U	µg/kg dry	22.2	10.0	1	"	"	"	"	"	X

Surrogate recoveries:

10386-84-2	4,4-DB-Octafluorobiphenyl (Sr)	55			30-150 %			"	"	"	"	"	
10386-84-2	4,4-DB-Octafluorobiphenyl (Sr) [2C]	60			30-150 %			"	"	"	"	"	
2051-24-3	Decachlorobiphenyl (Sr)	120			30-150 %			"	"	"	"	"	
2051-24-3	Decachlorobiphenyl (Sr) [2C]	120			30-150 %			"	"	"	"	"	

Total Metals by EPA 6000/7000 Series Methods

Prepared by method SW846 3050B

7440-22-4	Silver	< 1.64	U	mg/kg dry	1.64	0.177	1	SW846 6010C	10-Jan-18	11-Jan-18	SJR/T	1800269	X
7440-38-2	Arsenic	5.00		mg/kg dry	1.64	0.208	1	"	"	"	"	"	X

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Sample Identification

Soil Pile 01
SC42941-01

Client Project #
17-258

Matrix
Soil

Collection Date/Time
02-Jan-18 11:10

Received
06-Jan-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
Total Metals by EPA 6000/7000 Series Methods													
7440-39-3	Barium	76.6		mg/kg dry	1.09	0.129	1	SW846 6010C	10-Jan-18	11-Jan-18	SJR/T	1800269	X
7440-43-9	Cadmium	1.05		mg/kg dry	0.546	0.0283	1	"	"	"	"	"	X
7440-47-3	Chromium	13.3		mg/kg dry	1.09	0.145	1	"	"	"	"	"	X
7439-97-6	Mercury	0.0466		mg/kg dry	0.0315	0.0087	1	SW846 7471B	"	11-Jan-18	ABW	1800270	X
<u>Prepared by method SW846 3050B</u>													
7439-92-1	Lead	57.7		mg/kg dry	1.64	0.232	1	SW846 6010C	"	11-Jan-18	SJR/T	1800269	X
7782-49-2	Selenium	< 1.64	U	mg/kg dry	1.64	0.313	1	"	"	"	"	"	X
General Chemistry Parameters													
	% Solids	88.8		%			1	SM2540 G (11) Mod.	09-Jan-18	09-Jan-18	TN	1800308	

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Sample Identification

Soil Pile 02
SC42941-02

Client Project #
17-258

Matrix
Soil

Collection Date/Time
03-Jan-18 08:45

Received
06-Jan-18

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
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Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3546

83-32-9	Acenaphthene	1,610	J, D	µg/kg dry	1630	812	20	SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	X
208-96-8	Acenaphthylene	< 1630	U, D	µg/kg dry	1630	804	20	"	"	"	"	"	X
120-12-7	Anthracene	4,380	D	µg/kg dry	1630	780	20	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	10,700	D	µg/kg dry	1630	861	20	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	9,580	D	µg/kg dry	1630	607	20	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	11,400	D	µg/kg dry	1630	790	20	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	4,790	D	µg/kg dry	1630	655	20	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	6,030	D	µg/kg dry	1630	638	20	"	"	"	"	"	X
218-01-9	Chrysene	10,200	D	µg/kg dry	1630	814	20	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	1,520	J, D	µg/kg dry	1630	626	20	"	"	"	"	"	X
206-44-0	Fluoranthene	24,400	D	µg/kg dry	1630	862	20	"	"	"	"	"	X
86-73-7	Fluorene	2,130	D	µg/kg dry	1630	829	20	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	5,620	D	µg/kg dry	1630	587	20	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 1630	U, D	µg/kg dry	1630	985	20	"	"	"	"	"	X
91-20-3	Naphthalene	1,650	D	µg/kg dry	1630	760	20	"	"	"	"	"	X
85-01-8	Phenanthrene	19,600	D	µg/kg dry	1630	759	20	"	"	"	"	"	X
129-00-0	Pyrene	18,200	D	µg/kg dry	1630	910	20	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 1630	U, D	µg/kg dry	1630	802	20	"	"	"	"	"	X

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	58			30-130 %			"	"	"	"	"	
4165-60-0	Nitrobenzene-d5	51			30-130 %			"	"	"	"	"	
1718-51-0	Terphenyl-d14	50			30-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GC

Polychlorinated Biphenyls

Prepared by method SW846 3546

12674-11-2	Aroclor-1016	< 24.0	U	µg/kg dry	24.0	10.7	1	SW846 8082A	12-Jan-18	15-Jan-18	AM	1800429	X
11104-28-2	Aroclor-1221	< 24.0	U	µg/kg dry	24.0	12.8	1	"	"	"	"	"	X
11141-16-5	Aroclor-1232	< 24.0	U	µg/kg dry	24.0	12.0	1	"	"	"	"	"	X
53469-21-9	Aroclor-1242	< 24.0	U	µg/kg dry	24.0	23.7	1	"	"	"	"	"	X
12672-29-6	Aroclor-1248	< 24.0	U	µg/kg dry	24.0	21.9	1	"	"	"	"	"	X
11097-69-1	Aroclor-1254	< 24.0	U	µg/kg dry	24.0	15.7	1	"	"	"	"	"	X
11096-82-5	Aroclor-1260 [2C]	62.3		µg/kg dry	24.0	13.9	1	"	"	"	"	"	X
37324-23-5	Aroclor-1262	< 24.0	U	µg/kg dry	24.0	20.9	1	"	"	"	"	"	X
11100-14-4	Aroclor-1268	< 24.0	U	µg/kg dry	24.0	10.8	1	"	"	"	"	"	X

Surrogate recoveries:

10386-84-2	4,4-DB-Octafluorobiphenyl (Sr)	55			30-150 %			"	"	"	"	"	
10386-84-2	4,4-DB-Octafluorobiphenyl (Sr) [2C]	65			30-150 %			"	"	"	"	"	
2051-24-3	Decachlorobiphenyl (Sr)	115			30-150 %			"	"	"	"	"	
2051-24-3	Decachlorobiphenyl (Sr) [2C]	110			30-150 %			"	"	"	"	"	

Total Metals by EPA 6000/7000 Series Methods

Prepared by method SW846 3050B

7440-22-4	Silver	< 1.81	U	mg/kg dry	1.81	0.195	1	SW846 6010C	10-Jan-18	11-Jan-18	SJR/T	1800269	X
7440-38-2	Arsenic	4.75		mg/kg dry	1.81	0.229	1	"	"	"	"	"	X

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Sample Identification

Soil Pile 02
SC42941-02

Client Project #
17-258

Matrix
Soil

Collection Date/Time
03-Jan-18 08:45

Received
06-Jan-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
Total Metals by EPA 6000/7000 Series Methods													
7440-39-3	Barium	184		mg/kg dry	1.20	0.142	1	SW846 6010C	10-Jan-18	11-Jan-18	SJR/T	1800269	X
7440-43-9	Cadmium	1.42		mg/kg dry	0.602	0.0312	1	"	"	"	"	"	X
7440-47-3	Chromium	38.6		mg/kg dry	1.20	0.160	1	"	"	"	"	"	X
7439-97-6	Mercury	0.141		mg/kg dry	0.0346	0.0096	1	SW846 7471B	"	11-Jan-18	ABW	1800270	X
<u>Prepared by method SW846 3050B</u>													
7439-92-1	Lead	131		mg/kg dry	1.81	0.255	1	SW846 6010C	"	11-Jan-18	SJR/T	1800269	X
7782-49-2	Selenium	< 1.81	U	mg/kg dry	1.81	0.344	1	"	"	"	"	"	X
General Chemistry Parameters													
	% Solids	81.5		%			1	SM2540 G (11) Mod.	09-Jan-18	09-Jan-18	TN	1800308	

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Sample Identification

SB-01 Client Project # 17-258 Matrix Soil Collection Date/Time 03-Jan-18 13:49 Received 06-Jan-18
 SC42941-03

CAS No. Analyte(s) Result Flag Units *RDL MDL Dilution Method Ref. Prepared Analyzed Analyst Batch Cert.

Volatile Organic Compounds
 Prepared by method Volatiles

VOC Extraction Lab extracted N/A 1 VOC Soil Extraction 08-Jan-18 BD 1800271

Volatile Organic Full Aromatics by SW846
 8260

Prepared by method SW846 5035A Soil (low level)

Initial weight: 6.68 g

71-43-2	Benzene	3.7	UJL	µg/kg dry	11.7	3.1	1	SW846 8260C	12-Jan-18	12-Jan-18	MP	1800435	X
104-51-8	n-Butylbenzene	< 11.7	UJL	µg/kg dry	11.7	3.4	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 11.7	UJL	µg/kg dry	11.7	2.1	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 11.7	UJL	µg/kg dry	11.7	2.6	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 11.7	UJL	µg/kg dry	11.7	1.7	1	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 11.7	UJL	µg/kg dry	11.7	2.3	1	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 11.7	UJL	µg/kg dry	11.7	2.5	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 11.7	UJL	µg/kg dry	11.7	4.3	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 11.7	UJL	µg/kg dry	11.7	7.0	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 11.7	UJL	µg/kg dry	11.7	1.9	1	"	"	"	"	"	X
108-88-3	Toluene	< 11.7	UJL	µg/kg dry	11.7	3.8	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 11.7	UJL	µg/kg dry	11.7	2.9	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 11.7	UJL	µg/kg dry	11.7	2.0	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 23.5	UJL	µg/kg dry	23.5	2.1	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 11.7	UJL	µg/kg dry	11.7	3.3	1	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	90			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	90			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	123			70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	95			70-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3546

83-32-9	Acenaphthene	< 254	U, D	µg/kg dry	254	126	2	SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	X
208-96-8	Acenaphthylene	< 254	U, D	µg/kg dry	254	125	2	"	"	"	"	"	X
120-12-7	Anthracene	< 254	U, D	µg/kg dry	254	121	2	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 254	U, D	µg/kg dry	254	134	2	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 254	U, D	µg/kg dry	254	94.5	2	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 254	U, D	µg/kg dry	254	123	2	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 254	U, D	µg/kg dry	254	102	2	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 254	U, D	µg/kg dry	254	99.3	2	"	"	"	"	"	X
218-01-9	Chrysene	< 254	U, D	µg/kg dry	254	127	2	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 254	U, D	µg/kg dry	254	97.4	2	"	"	"	"	"	X
206-44-0	Fluoranthene	< 254	U, D	µg/kg dry	254	134	2	"	"	"	"	"	X
86-73-7	Fluorene	< 254	U, D	µg/kg dry	254	129	2	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 254	U, D	µg/kg dry	254	91.3	2	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 254	U, D	µg/kg dry	254	153	2	"	"	"	"	"	X
91-20-3	Naphthalene	< 254	U, D	µg/kg dry	254	118	2	"	"	"	"	"	X
85-01-8	Phenanthrene	< 254	U, D	µg/kg dry	254	118	2	"	"	"	"	"	X
129-00-0	Pyrene	< 254	U, D	µg/kg dry	254	142	2	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 254	U, D	µg/kg dry	254	125	2	"	"	"	"	"	X

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Sample Identification

SB-01
SC42941-03

Client Project #
17-258

Matrix
Soil

Collection Date/Time
03-Jan-18 13:49

Received
06-Jan-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
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Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	50			30-130 %			SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	
4165-60-0	Nitrobenzene-d5	53			30-130 %			"	"	"	"	"	"
1718-51-0	Terphenyl-d14	49			30-130 %			"	"	"	"	"	"

General Chemistry Parameters

% Solids	52.2			%			1	SM2540 G (11) Mod.	09-Jan-18	09-Jan-18	TN	1800308	
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Sample Identification

SB-02

SC42941-04

Client Project #

17-258

Matrix

Soil

Collection Date/Time

03-Jan-18 14:51

Received

06-Jan-18

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
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Volatile Organic Compounds

Prepared by method Volatiles

VOC Extraction

Lab
extracted

N/A

1

VOC Soil
Extraction

08-Jan-18

BD

1800271

Volatile Organic Full Aromatics by SW846

GS1

8260

Prepared by method SW846 5035A Soil (high level)

Initial weight: 16.34 g

71-43-2	Benzene	< 537	UJL, D	µg/kg dry	537	142	500	SW846 8260C	10-Jan-18	10-Jan-18	MP	1800329	X
104-51-8	n-Butylbenzene	5,740	D	µg/kg dry	537	153	500	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	3,290	D	µg/kg dry	537	97.7	500	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	730	D	µg/kg dry	537	120	500	"	"	"	"	"	X
100-41-4	Ethylbenzene	832	D	µg/kg dry	537	77.3	500	"	"	"	"	"	X
98-82-8	Isopropylbenzene	4,420	D	µg/kg dry	537	106	500	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	5,260	D	µg/kg dry	537	115	500	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 537	UJL, D	µg/kg dry	537	197	500	"	"	"	"	"	X
91-20-3	Naphthalene	9,370	D	µg/kg dry	537	319	500	"	"	"	"	"	X
103-65-1	n-Propylbenzene	7,120	D	µg/kg dry	537	86.9	500	"	"	"	"	"	X
108-88-3	Toluene	< 537	UJL, D	µg/kg dry	537	174	500	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	38,000	D	µg/kg dry	537	130	500	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	499	UJL, D	µg/kg dry	537	92.3	500	"	"	"	"	"	X
179601-23-1	m,p-Xylene	596	UJL, D	µg/kg dry	1070	96.6	500	"	"	"	"	"	X
95-47-6	o-Xylene	295	UJL, D	µg/kg dry	537	150	500	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	109			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	104			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	97			70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	96			70-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3546

83-32-9	Acenaphthene	409		µg/kg dry	71.8	35.7	1	SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	X
208-96-8	Acenaphthylene	< 71.8	U	µg/kg dry	71.8	35.4	1	"	"	"	"	"	X
120-12-7	Anthracene	202		µg/kg dry	71.8	34.3	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	140		µg/kg dry	71.8	37.9	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	70.0	J	µg/kg dry	71.8	26.7	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	44.5	J	µg/kg dry	71.8	34.8	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 71.8	U	µg/kg dry	71.8	28.8	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	50.6	J	µg/kg dry	71.8	28.1	1	"	"	"	"	"	X
218-01-9	Chrysene	111		µg/kg dry	71.8	35.8	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 71.8	U	µg/kg dry	71.8	27.6	1	"	"	"	"	"	X
206-44-0	Fluoranthene	254		µg/kg dry	71.8	37.9	1	"	"	"	"	"	X
86-73-7	Fluorene	304		µg/kg dry	71.8	36.5	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 71.8	U	µg/kg dry	71.8	25.8	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	3,560		µg/kg dry	71.8	43.4	1	"	"	"	"	"	X
91-20-3	Naphthalene	2,000		µg/kg dry	71.8	33.5	1	"	"	"	"	"	X
85-01-8	Phenanthrene	906		µg/kg dry	71.8	33.4	1	"	"	"	"	"	X
129-00-0	Pyrene	411		µg/kg dry	71.8	40.0	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	2,150		µg/kg dry	71.8	35.3	1	"	"	"	"	"	X

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Sample Identification

SB-02	<u>Client Project #</u>	<u>Matrix</u>	<u>Collection Date/Time</u>	<u>Received</u>
SC42941-04	17-258	Soil	03-Jan-18 14:51	06-Jan-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
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Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	67			30-130 %			SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	
4165-60-0	Nitrobenzene-d5	75			30-130 %			"	"	"	"	"	"
1718-51-0	Terphenyl-d14	67			30-130 %			"	"	"	"	"	"

General Chemistry Parameters

% Solids	92.5	%					1	SM2540 G (11) Mod.	09-Jan-18	09-Jan-18	TN	1800308	
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Sample Identification

SB-03

SC42941-05

Client Project #

17-258

Matrix

Soil

Collection Date/Time

03-Jan-18 15:27

Received

06-Jan-18

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
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Volatile Organic Compounds

Prepared by method Volatiles

VOC Extraction

Lab
extracted

N/A

1

VOC Soil
Extraction

08-Jan-18

BD

1800271

Volatile Organic Compounds by SW846 8260

GS1

Prepared by method SW846 5035A Soil (high level)

Initial weight: 14.2 g

76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 633	UJL, D	µg/kg dry	633	321	500	SW846 8260C	10-Jan-18	10-Jan-18	MP	1800329	X
67-64-1	Acetone	< 6330	UJL, D	µg/kg dry	6330	2530	500	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 633	UJL, D	µg/kg dry	633	608	500	"	"	"	"	"	X
71-43-2	Benzene	< 633	UJL, D	µg/kg dry	633	168	500	"	"	"	"	"	X
108-86-1	Bromobenzene	< 633	UJL, D	µg/kg dry	633	169	500	"	"	"	"	"	X
74-97-5	Bromochloromethane	< 633	UJL, D	µg/kg dry	633	319	500	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 633	UJL, D	µg/kg dry	633	422	500	"	"	"	"	"	X
75-25-2	Bromoform	< 633	UJL, D	µg/kg dry	633	603	500	"	"	"	"	"	X
74-83-9	Bromomethane	< 1270	UJL, D	µg/kg dry	1270	571	500	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 1270	UJL, D	µg/kg dry	1270	1130	500	"	"	"	"	"	X
104-51-8	n-Butylbenzene	3,430	D	µg/kg dry	633	181	500	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	2,070	D	µg/kg dry	633	115	500	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	569	UJL, D	µg/kg dry	633	142	500	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 1270	UJL, D	µg/kg dry	1270	405	500	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 633	UJL, D	µg/kg dry	633	517	500	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 633	UJL, D	µg/kg dry	633	198	500	"	"	"	"	"	X
75-00-3	Chloroethane	< 1270	UJL, D	µg/kg dry	1270	351	500	"	"	"	"	"	X
67-66-3	Chloroform	< 633	UJL, D	µg/kg dry	633	340	500	"	"	"	"	"	X
74-87-3	Chloromethane	< 1270	UJL, D	µg/kg dry	1270	261	500	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 633	UJL, D	µg/kg dry	633	158	500	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 633	UJL, D	µg/kg dry	633	149	500	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 1270	UJL, D	µg/kg dry	1270	914	500	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 633	UJL, D	µg/kg dry	633	429	500	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 633	UJL, D	µg/kg dry	633	424	500	"	"	"	"	"	X
74-95-3	Dibromomethane	< 633	UJL, D	µg/kg dry	633	329	500	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 633	UJL, D	µg/kg dry	633	164	500	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 633	UJL, D	µg/kg dry	633	137	500	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 633	UJL, D	µg/kg dry	633	187	500	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 1270	UJL, D	µg/kg dry	1270	240	500	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 633	UJL, D	µg/kg dry	633	166	500	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 633	UJL, D	µg/kg dry	633	226	500	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 633	UJL, D	µg/kg dry	633	331	500	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 633	UJL, D	µg/kg dry	633	235	500	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 633	UJL, D	µg/kg dry	633	335	500	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 633	UJL, D	µg/kg dry	633	331	500	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 633	UJL, D	µg/kg dry	633	328	500	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 633	UJL, D	µg/kg dry	633	299	500	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 633	UJL, D	µg/kg dry	633	204	500	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 633	UJL, D	µg/kg dry	633	381	500	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 633	UJL, D	µg/kg dry	633	332	500	"	"	"	"	"	X

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Sample Identification

SB-03

SC42941-05

Client Project #

17-258

Matrix

Soil

Collection Date/Time

03-Jan-18 15:27

Received

06-Jan-18

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
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Volatile Organic Compounds

Volatile Organic Compounds by SW846 8260

GS1

Initial weight: 14.2 g

100-41-4	Ethylbenzene	3,650	D	µg/kg dry	633	91.1	500	SW846 8260C	10-Jan-18	10-Jan-18	MP	1800329	X
87-68-3	Hexachlorobutadiene	< 633	UJL, D	µg/kg dry	633	318	500	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 1270	UJL, D	µg/kg dry	1270	776	500	"	"	"	"	"	X
98-82-8	Isopropylbenzene	2,620	D	µg/kg dry	633	125	500	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	3,220	D	µg/kg dry	633	136	500	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 633	UJL, D	µg/kg dry	633	233	500	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 1270	UJL, D	µg/kg dry	1270	325	500	"	"	"	"	"	X
75-09-2	Methylene chloride	< 1270	UJL, D	µg/kg dry	1270	251	500	"	"	"	"	"	X
91-20-3	Naphthalene	5,570	D	µg/kg dry	633	376	500	"	"	"	"	"	X
103-65-1	n-Propylbenzene	4,280	D	µg/kg dry	633	102	500	"	"	"	"	"	X
100-42-5	Styrene	< 633	UJL, D	µg/kg dry	633	127	500	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 633	UJL, D	µg/kg dry	633	538	500	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 633	UJL, D	µg/kg dry	633	535	500	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 633	UJL, D	µg/kg dry	633	216	500	"	"	"	"	"	X
108-88-3	Toluene	< 633	UJL, D	µg/kg dry	633	205	500	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 633	UJL, D	µg/kg dry	633	222	500	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 633	UJL, D	µg/kg dry	633	466	500	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 633	UJL, D	µg/kg dry	633	199	500	"	"	"	"	"	X
71-55-6	1,1,1-Trichloroethane	< 633	UJL, D	µg/kg dry	633	210	500	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 633	UJL, D	µg/kg dry	633	459	500	"	"	"	"	"	X
79-01-6	Trichloroethene	< 633	UJL, D	µg/kg dry	633	173	500	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 633	UJL, D	µg/kg dry	633	341	500	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 633	UJL, D	µg/kg dry	633	474	500	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	22,600	D	µg/kg dry	633	154	500	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	841	D	µg/kg dry	633	109	500	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 633	UJL, D	µg/kg dry	633	214	500	"	"	"	"	"	X
179601-23-1	m,p-Xylene	1,230	UJL, D	µg/kg dry	1270	114	500	"	"	"	"	"	X
95-47-6	o-Xylene	342	UJL, D	µg/kg dry	633	177	500	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 1270	UJL, D	µg/kg dry	1270	997	500	"	"	"	"	"	X
60-29-7	Ethyl ether	< 633	UJL, D	µg/kg dry	633	573	500	"	"	"	"	"	X
994-05-8	Tert-amyl methyl ether	< 633	UJL, D	µg/kg dry	633	211	500	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 633	UJL, D	µg/kg dry	633	341	500	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 633	UJL, D	µg/kg dry	633	118	500	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 6330	UJL, D	µg/kg dry	6330	4140	500	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 12700	UJL, D	µg/kg dry	12700	11000	500	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-butene	< 3160	UJL, D	µg/kg dry	3160	1440	500	"	"	"	"	"	X
64-17-5	Ethanol	< 127000	UJL, D	µg/kg dry	127000	23600	500	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	102			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	99			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	95			70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	93			70-130 %			"	"	"	"	"	

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Sample Identification

SB-03

SC42941-05

Client Project #

17-258

Matrix

Soil

Collection Date/Time

03-Jan-18 15:27

Received

06-Jan-18

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
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Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3546

83-32-9	Acenaphthene	177		µg/kg dry	73.0	36.3	1	SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	X
208-96-8	Acenaphthylene	< 73.0	U	µg/kg dry	73.0	36.0	1	"	"	"	"	"	X
120-12-7	Anthracene	92.3		µg/kg dry	73.0	34.9	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	68.6	J	µg/kg dry	73.0	38.5	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	37.6	J	µg/kg dry	73.0	27.2	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	35.7	J	µg/kg dry	73.0	35.3	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 73.0	U	µg/kg dry	73.0	29.3	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 73.0	U	µg/kg dry	73.0	28.6	1	"	"	"	"	"	X
218-01-9	Chrysene	59.1	J	µg/kg dry	73.0	36.4	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 73.0	U	µg/kg dry	73.0	28.0	1	"	"	"	"	"	X
206-44-0	Fluoranthene	137		µg/kg dry	73.0	38.6	1	"	"	"	"	"	X
86-73-7	Fluorene	145		µg/kg dry	73.0	37.1	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 73.0	U	µg/kg dry	73.0	26.3	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	1,400		µg/kg dry	73.0	44.1	1	"	"	"	"	"	X
91-20-3	Naphthalene	625		µg/kg dry	73.0	34.0	1	"	"	"	"	"	X
85-01-8	Phenanthrene	393		µg/kg dry	73.0	34.0	1	"	"	"	"	"	X
129-00-0	Pyrene	207		µg/kg dry	73.0	40.7	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	737		µg/kg dry	73.0	35.9	1	"	"	"	"	"	X

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	60			30-130 %			"	"	"	"	"	
4165-60-0	Nitrobenzene-d5	55			30-130 %			"	"	"	"	"	
1718-51-0	Terphenyl-d14	66			30-130 %			"	"	"	"	"	

General Chemistry Parameters

% Solids		90.8		%			1	SM2540 G (11) Mod.	09-Jan-18	09-Jan-18	TN	1800308	
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Sample Identification

SB-05 Client Project # 17-258 Matrix Soil Collection Date/Time 03-Jan-18 16:42 Received 06-Jan-18
 SC42941-06

CAS No. Analyte(s) Result Flag Units *RDL MDL Dilution Method Ref. Prepared Analyzed Analyst Batch Cert.

Volatile Organic Compounds

Prepared by method Volatiles

VOC Extraction Lab extracted N/A 1 VOC Soil Extraction 08-Jan-18 BD 1800271

Volatile Organic Full Aromatics by SW846

VOC8

8260

Prepared by method SW846 5035A Soil (high level)

Initial weight: 14.64 g

71-43-2	Benzene	< 81.0	UJL, D	µg/kg dry	81.0	21.5	50	SW846 8260C	17-Jan-18	17-Jan-18	MP	1800645	X
104-51-8	n-Butylbenzene	< 81.0	UJL, D	µg/kg dry	81.0	23.2	50	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 81.0	UJL, D	µg/kg dry	81.0	14.7	50	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 81.0	UJL, D	µg/kg dry	81.0	18.1	50	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 81.0	UJL, D	µg/kg dry	81.0	11.7	50	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 81.0	UJL, D	µg/kg dry	81.0	16.0	50	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 81.0	UJL, D	µg/kg dry	81.0	17.4	50	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 81.0	UJL, D	µg/kg dry	81.0	29.8	50	"	"	"	"	"	X
91-20-3	Naphthalene	< 81.0	UJL, D	µg/kg dry	81.0	48.2	50	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 81.0	UJL, D	µg/kg dry	81.0	13.1	50	"	"	"	"	"	X
108-88-3	Toluene	< 81.0	UJL, D	µg/kg dry	81.0	26.2	50	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 81.0	UJL, D	µg/kg dry	81.0	19.7	50	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 81.0	UJL, D	µg/kg dry	81.0	13.9	50	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 162	UJL, D	µg/kg dry	162	14.6	50	"	"	"	"	"	X
95-47-6	o-Xylene	< 81.0	UJL, D	µg/kg dry	81.0	22.7	50	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	97			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	98			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	102			70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	98			70-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3546

83-32-9	Acenaphthene	< 85.7	U	µg/kg dry	85.7	42.7	1	SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	X
208-96-8	Acenaphthylene	< 85.7	U	µg/kg dry	85.7	42.3	1	"	"	"	"	"	X
120-12-7	Anthracene	64.3	J	µg/kg dry	85.7	41.0	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	136		µg/kg dry	85.7	45.2	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	120		µg/kg dry	85.7	31.9	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	112		µg/kg dry	85.7	41.5	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	64.7	J	µg/kg dry	85.7	34.4	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	81.8	J	µg/kg dry	85.7	33.5	1	"	"	"	"	"	X
218-01-9	Chrysene	127		µg/kg dry	85.7	42.8	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 85.7	U	µg/kg dry	85.7	32.9	1	"	"	"	"	"	X
206-44-0	Fluoranthene	329		µg/kg dry	85.7	45.3	1	"	"	"	"	"	X
86-73-7	Fluorene	< 85.7	U	µg/kg dry	85.7	43.6	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	63.8	J	µg/kg dry	85.7	30.8	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 85.7	U	µg/kg dry	85.7	51.8	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 85.7	U	µg/kg dry	85.7	40.0	1	"	"	"	"	"	X
85-01-8	Phenanthrene	278		µg/kg dry	85.7	39.9	1	"	"	"	"	"	X
129-00-0	Pyrene	239		µg/kg dry	85.7	47.8	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 85.7	U	µg/kg dry	85.7	42.2	1	"	"	"	"	"	X

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Sample Identification

SB-05
SC42941-06

Client Project #
17-258

Matrix
Soil

Collection Date/Time
03-Jan-18 16:42

Received
06-Jan-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
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Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	58			30-130 %			SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	
4165-60-0	Nitrobenzene-d5	46			30-130 %			"	"	"	"	"	"
1718-51-0	Terphenyl-d14	57			30-130 %			"	"	"	"	"	"

General Chemistry Parameters

% Solids	77.3			%			1	SM2540 G (11) Mod.	09-Jan-18	09-Jan-18	TN	1800308	
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Sample Identification

SB-07 Client Project # 17-258 Matrix Soil Collection Date/Time 04-Jan-18 11:55 Received 06-Jan-18
 SC42941-07

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
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Volatile Organic Compounds
 Prepared by method Volatiles

VOC Extraction	Lab extracted			N/A			1	VOC Soil Extraction	08-Jan-18		BD	1800271	
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Volatile Organic Full Aromatics by SW846 8260

Prepared by method SW846 5035A Soil (low level)

Initial weight: 5.85 g

71-43-2	Benzene	< 7.1	UJL	µg/kg dry	7.1	1.9	1	SW846 8260C	12-Jan-18	12-Jan-18	MP	1800435	X
104-51-8	n-Butylbenzene	< 7.1	UJL	µg/kg dry	7.1	2.0	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 7.1	UJL	µg/kg dry	7.1	1.3	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 7.1	UJL	µg/kg dry	7.1	1.6	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 7.1	UJL	µg/kg dry	7.1	1.0	1	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 7.1	UJL	µg/kg dry	7.1	1.4	1	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 7.1	UJL	µg/kg dry	7.1	1.5	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 7.1	UJL	µg/kg dry	7.1	2.6	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 7.1	UJL	µg/kg dry	7.1	4.2	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 7.1	UJL	µg/kg dry	7.1	1.1	1	"	"	"	"	"	X
108-88-3	Toluene	< 7.1	UJL	µg/kg dry	7.1	2.3	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	2.6	UJL	µg/kg dry	7.1	1.7	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 7.1	UJL	µg/kg dry	7.1	1.2	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 14.1	UJL	µg/kg dry	14.1	1.3	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 7.1	UJL	µg/kg dry	7.1	2.0	1	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	99			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	96			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	124			70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	95			70-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3546

83-32-9	Acenaphthene	< 86.5	U	µg/kg dry	86.5	43.0	1	SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	X
208-96-8	Acenaphthylene	< 86.5	U	µg/kg dry	86.5	42.6	1	"	"	"	"	"	X
120-12-7	Anthracene	55.7	J	µg/kg dry	86.5	41.4	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	364		µg/kg dry	86.5	45.6	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	379		µg/kg dry	86.5	32.2	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	340		µg/kg dry	86.5	41.9	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	229		µg/kg dry	86.5	34.7	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	342		µg/kg dry	86.5	33.8	1	"	"	"	"	"	X
218-01-9	Chrysene	414		µg/kg dry	86.5	43.2	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	70.4	J	µg/kg dry	86.5	33.2	1	"	"	"	"	"	X
206-44-0	Fluoranthene	619		µg/kg dry	86.5	45.7	1	"	"	"	"	"	X
86-73-7	Fluorene	< 86.5	U	µg/kg dry	86.5	43.9	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	221		µg/kg dry	86.5	31.1	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	57.5	J	µg/kg dry	86.5	52.2	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 86.5	U	µg/kg dry	86.5	40.3	1	"	"	"	"	"	X
85-01-8	Phenanthrene	322		µg/kg dry	86.5	40.2	1	"	"	"	"	"	X
129-00-0	Pyrene	568		µg/kg dry	86.5	48.2	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	42.8	J	µg/kg dry	86.5	42.5	1	"	"	"	"	"	X

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Sample Identification

SB-07	<u>Client Project #</u>	<u>Matrix</u>	<u>Collection Date/Time</u>	<u>Received</u>
SC42941-07	17-258	Soil	04-Jan-18 11:55	06-Jan-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
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Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	58			30-130 %			SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	
4165-60-0	Nitrobenzene-d5	52			30-130 %			"	"	"	"	"	"
1718-51-0	Terphenyl-d14	58			30-130 %			"	"	"	"	"	"

General Chemistry Parameters

% Solids	76.8			%			1	SM2540 G (11) Mod.	09-Jan-18	09-Jan-18	TN	1800308	
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Sample Identification

SB-09 Client Project # 17-258 Matrix Soil Collection Date/Time 04-Jan-18 13:16 Received 06-Jan-18
 SC42941-08

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
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Volatile Organic Compounds
 Prepared by method Volatiles

VOC Extraction	Lab extracted			N/A			1	VOC Soil Extraction	08-Jan-18		BD	1800271	
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Volatile Organic Full Aromatics by SW846 8260

Prepared by method SW846 5035A Soil (low level)

Initial weight: 4.89 g

71-43-2	Benzene	< 7.7	UJL	µg/kg dry	7.7	2.0	1	SW846 8260C	12-Jan-18	12-Jan-18	MP	1800435	X
104-51-8	n-Butylbenzene	< 7.7	UJL	µg/kg dry	7.7	2.2	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 7.7	UJL	µg/kg dry	7.7	1.4	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 7.7	UJL	µg/kg dry	7.7	1.7	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 7.7	UJL	µg/kg dry	7.7	1.1	1	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 7.7	UJL	µg/kg dry	7.7	1.5	1	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 7.7	UJL	µg/kg dry	7.7	1.7	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 7.7	UJL	µg/kg dry	7.7	2.8	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 7.7	UJL	µg/kg dry	7.7	4.6	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 7.7	UJL	µg/kg dry	7.7	1.2	1	"	"	"	"	"	X
108-88-3	Toluene	< 7.7	UJL	µg/kg dry	7.7	2.5	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 7.7	UJL	µg/kg dry	7.7	1.9	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 7.7	UJL	µg/kg dry	7.7	1.3	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 15.4	UJL	µg/kg dry	15.4	1.4	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 7.7	UJL	µg/kg dry	7.7	2.2	1	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	92			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	92			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	132	SGCMS		70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	99			70-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3546

83-32-9	Acenaphthene	681	J, D	µg/kg dry	836	416	10	SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	X
208-96-8	Acenaphthylene	< 836	U, D	µg/kg dry	836	412	10	"	"	"	"	"	X
120-12-7	Anthracene	1,540	D	µg/kg dry	836	400	10	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	4,380	D	µg/kg dry	836	441	10	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	5,070	D	µg/kg dry	836	311	10	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	5,270	D	µg/kg dry	836	405	10	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	2,870	D	µg/kg dry	836	336	10	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	3,890	D	µg/kg dry	836	327	10	"	"	"	"	"	X
218-01-9	Chrysene	4,710	D	µg/kg dry	836	417	10	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	981	D	µg/kg dry	836	321	10	"	"	"	"	"	X
206-44-0	Fluoranthene	9,500	D	µg/kg dry	836	441	10	"	"	"	"	"	X
86-73-7	Fluorene	693	J, D	µg/kg dry	836	425	10	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	2,980	D	µg/kg dry	836	301	10	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	614	J, D	µg/kg dry	836	505	10	"	"	"	"	"	X
91-20-3	Naphthalene	547	J, D	µg/kg dry	836	390	10	"	"	"	"	"	X
85-01-8	Phenanthrene	7,110	D	µg/kg dry	836	389	10	"	"	"	"	"	X
129-00-0	Pyrene	7,030	D	µg/kg dry	836	466	10	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	484	J, D	µg/kg dry	836	411	10	"	"	"	"	"	

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Sample Identification

SB-09	<u>Client Project #</u>	<u>Matrix</u>	<u>Collection Date/Time</u>	<u>Received</u>
SC42941-08	17-258	Soil	04-Jan-18 13:16	06-Jan-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
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Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	53			30-130 %			SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	
4165-60-0	Nitrobenzene-d5	51			30-130 %			"	"	"	"	"	"
1718-51-0	Terphenyl-d14	57			30-130 %			"	"	"	"	"	"

General Chemistry Parameters

% Solids	79.6	%					1	SM2540 G (11) Mod.	09-Jan-18	09-Jan-18	TN	1800308	
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Sample Identification

SURF-01 Client Project # 17-258 Matrix Soil Collection Date/Time 04-Jan-18 09:16 Received 06-Jan-18
 SC42941-09

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
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Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3546

83-32-9	Acenaphthene	< 767	U, D	µg/kg dry	767	382	10	SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	X
208-96-8	Acenaphthylene	< 767	U, D	µg/kg dry	767	378	10	"	"	"	"	"	X
120-12-7	Anthracene	< 767	U, D	µg/kg dry	767	367	10	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	1,750	D	µg/kg dry	767	405	10	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	1,700	D	µg/kg dry	767	285	10	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	1,660	D	µg/kg dry	767	371	10	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	820	D	µg/kg dry	767	308	10	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	1,570	D	µg/kg dry	767	300	10	"	"	"	"	"	X
218-01-9	Chrysene	1,570	D	µg/kg dry	767	383	10	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 767	U, D	µg/kg dry	767	294	10	"	"	"	"	"	X
206-44-0	Fluoranthene	2,790	D	µg/kg dry	767	405	10	"	"	"	"	"	X
86-73-7	Fluorene	< 767	U, D	µg/kg dry	767	390	10	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	962	D	µg/kg dry	767	276	10	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 767	U, D	µg/kg dry	767	463	10	"	"	"	"	"	X
91-20-3	Naphthalene	< 767	U, D	µg/kg dry	767	357	10	"	"	"	"	"	X
85-01-8	Phenanthrene	1,180	D	µg/kg dry	767	357	10	"	"	"	"	"	X
129-00-0	Pyrene	2,310	D	µg/kg dry	767	428	10	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 767	U, D	µg/kg dry	767	377	10	"	"	"	"	"	X

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	57			30-130 %			"	"	"	"	"	
4165-60-0	Nitrobenzene-d5	54			30-130 %			"	"	"	"	"	
1718-51-0	Terphenyl-dl4	57			30-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GC

Polychlorinated Biphenyls

Prepared by method SW846 3546

12674-11-2	Aroclor-1016	< 22.6	U	µg/kg dry	22.6	10.1	1	SW846 8082A	12-Jan-18	15-Jan-18	AM	1800429	X
11104-28-2	Aroclor-1221	< 22.6	U	µg/kg dry	22.6	12.0	1	"	"	"	"	"	X
11141-16-5	Aroclor-1232	< 22.6	U	µg/kg dry	22.6	11.3	1	"	"	"	"	"	X
53469-21-9	Aroclor-1242	< 22.6	U	µg/kg dry	22.6	22.3	1	"	"	"	"	"	X
12672-29-6	Aroclor-1248	< 22.6	U	µg/kg dry	22.6	20.7	1	"	"	"	"	"	X
11097-69-1	Aroclor-1254	< 22.6	U	µg/kg dry	22.6	14.8	1	"	"	"	"	"	X
11096-82-5	Aroclor-1260 [2C]	< 22.6	U	µg/kg dry	22.6	13.1	1	"	"	"	"	"	X
37324-23-5	Aroclor-1262	< 22.6	U	µg/kg dry	22.6	19.7	1	"	"	"	"	"	X
11100-14-4	Aroclor-1268	< 22.6	U	µg/kg dry	22.6	10.2	1	"	"	"	"	"	X

Surrogate recoveries:

10386-84-2	4,4-DB-Octafluorobiphenyl (Sr)	50			30-150 %			"	"	"	"	"	
10386-84-2	4,4-DB-Octafluorobiphenyl (Sr) [2C]	50			30-150 %			"	"	"	"	"	
2051-24-3	Decachlorobiphenyl (Sr)	110			30-150 %			"	"	"	"	"	
2051-24-3	Decachlorobiphenyl (Sr) [2C]	115			30-150 %			"	"	"	"	"	

Total Metals by EPA 6000/7000 Series Methods

Prepared by method SW846 3050B

7440-22-4	Silver	< 1.72	U	mg/kg dry	1.72	0.186	1	SW846 6010C	10-Jan-18	11-Jan-18	SJR/T	1800269	X
7440-38-2	Arsenic	6.71		mg/kg dry	1.72	0.218	1	"	"	"	"	"	X

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Sample Identification

SURF-01	<u>Client Project #</u>	<u>Matrix</u>	<u>Collection Date/Time</u>	<u>Received</u>
SC42941-09	17-258	Soil	04-Jan-18 09:16	06-Jan-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
Total Metals by EPA 6000/7000 Series Methods													
7440-39-3	Barium	542		mg/kg dry	1.15	0.135	1	SW846 6010C	10-Jan-18	11-Jan-18	SJR/T	1800269	X
7440-43-9	Cadmium	1.16		mg/kg dry	0.573	0.0297	1	"	"	"	"	"	X
7440-47-3	Chromium	19.6		mg/kg dry	1.15	0.152	1	"	"	"	"	"	X
7439-97-6	Mercury	0.237		mg/kg dry	0.0304	0.0084	1	SW846 7471B	"	11-Jan-18	ABW	1800270	X
<u>Prepared by method SW846 3050B</u>													
7439-92-1	Lead	199		mg/kg dry	1.72	0.243	1	SW846 6010C	"	11-Jan-18	SJR/T	1800269	X
7782-49-2	Selenium	< 1.72	U	mg/kg dry	1.72	0.328	1	"	"	"	"	"	X
General Chemistry Parameters													
	% Solids	86.2		%			1	SM2540 G (11) Mod.	09-Jan-18	09-Jan-18	TN	1800308	

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Sample Identification

SURF-02 Client Project # 17-258 Matrix Soil Collection Date/Time 04-Jan-18 09:32 Received 06-Jan-18
 SC42941-10

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
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Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3546

83-32-9	Acenaphthene	< 156	U, D	µg/kg dry	156	77.5	2	SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	X
208-96-8	Acenaphthylene	< 156	U, D	µg/kg dry	156	76.8	2	"	"	"	"	"	X
120-12-7	Anthracene	88.7	J, D	µg/kg dry	156	74.5	2	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	393	D	µg/kg dry	156	82.2	2	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	391	D	µg/kg dry	156	58.0	2	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	379	D	µg/kg dry	156	75.4	2	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	218	D	µg/kg dry	156	62.6	2	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	307	D	µg/kg dry	156	60.9	2	"	"	"	"	"	X
218-01-9	Chrysene	393	D	µg/kg dry	156	77.7	2	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	61.5	J, D	µg/kg dry	156	59.8	2	"	"	"	"	"	X
206-44-0	Fluoranthene	766	D	µg/kg dry	156	82.3	2	"	"	"	"	"	X
86-73-7	Fluorene	< 156	U, D	µg/kg dry	156	79.1	2	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	235	D	µg/kg dry	156	56.0	2	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 156	U, D	µg/kg dry	156	94.1	2	"	"	"	"	"	X
91-20-3	Naphthalene	< 156	U, D	µg/kg dry	156	72.6	2	"	"	"	"	"	X
85-01-8	Phenanthrene	459	D	µg/kg dry	156	72.5	2	"	"	"	"	"	X
129-00-0	Pyrene	635	D	µg/kg dry	156	86.8	2	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 156	U, D	µg/kg dry	156	76.6	2	"	"	"	"	"	X

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	58			30-130 %			"	"	"	"	"	
4165-60-0	Nitrobenzene-d5	50			30-130 %			"	"	"	"	"	
1718-51-0	Terphenyl-d14	65			30-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GC

Polychlorinated Biphenyls

Prepared by method SW846 3546

12674-11-2	Aroclor-1016	< 22.9	U	µg/kg dry	22.9	10.3	1	SW846 8082A	12-Jan-18	15-Jan-18	AM	1800429	X
11104-28-2	Aroclor-1221	< 22.9	U	µg/kg dry	22.9	12.2	1	"	"	"	"	"	X
11141-16-5	Aroclor-1232	< 22.9	U	µg/kg dry	22.9	11.5	1	"	"	"	"	"	X
53469-21-9	Aroclor-1242	< 22.9	U	µg/kg dry	22.9	22.6	1	"	"	"	"	"	X
12672-29-6	Aroclor-1248	< 22.9	U	µg/kg dry	22.9	20.9	1	"	"	"	"	"	X
11097-69-1	Aroclor-1254	< 22.9	U	µg/kg dry	22.9	15.0	1	"	"	"	"	"	X
11096-82-5	Aroclor-1260	98.4		µg/kg dry	22.9	12.3	1	"	"	"	"	"	X
37324-23-5	Aroclor-1262	< 22.9	U	µg/kg dry	22.9	20.0	1	"	"	"	"	"	X
11100-14-4	Aroclor-1268	< 22.9	U	µg/kg dry	22.9	10.3	1	"	"	"	"	"	X

Surrogate recoveries:

10386-84-2	4,4-DB-Octafluorobiphenyl (Sr)	50			30-150 %			"	"	"	"	"	
10386-84-2	4,4-DB-Octafluorobiphenyl (Sr) [2C]	60			30-150 %			"	"	"	"	"	
2051-24-3	Decachlorobiphenyl (Sr)	115			30-150 %			"	"	"	"	"	
2051-24-3	Decachlorobiphenyl (Sr) [2C]	120			30-150 %			"	"	"	"	"	

Total Metals by EPA 6000/7000 Series Methods

Prepared by method SW846 3050B

7440-22-4	Silver	< 1.74	U	mg/kg dry	1.74	0.188	1	SW846 6010C	10-Jan-18	11-Jan-18	SJR/T	1800269	X
7440-38-2	Arsenic	6.36		mg/kg dry	1.74	0.221	1	"	"	"	"	"	X

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Sample Identification

SURF-03 Client Project # 17-258 Matrix Soil Collection Date/Time 04-Jan-18 09:47 Received 06-Jan-18
 SC42941-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
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Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3546

83-32-9	Acenaphthene	< 386	U, D	µg/kg dry	386	192	5	SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	X
208-96-8	Acenaphthylene	< 386	U, D	µg/kg dry	386	190	5	"	"	"	"	"	X
120-12-7	Anthracene	316	J, D	µg/kg dry	386	184	5	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	2,320	D	µg/kg dry	386	204	5	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	2,280	D	µg/kg dry	386	144	5	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	2,070	D	µg/kg dry	386	187	5	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	1,220	D	µg/kg dry	386	155	5	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	1,900	D	µg/kg dry	386	151	5	"	"	"	"	"	X
218-01-9	Chrysene	2,340	D	µg/kg dry	386	193	5	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	334	J, D	µg/kg dry	386	148	5	"	"	"	"	"	X
206-44-0	Fluoranthene	4,840	D	µg/kg dry	386	204	5	"	"	"	"	"	X
86-73-7	Fluorene	< 386	U, D	µg/kg dry	386	196	5	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	1,360	D	µg/kg dry	386	139	5	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	239	J, D	µg/kg dry	386	233	5	"	"	"	"	"	X
91-20-3	Naphthalene	< 386	U, D	µg/kg dry	386	180	5	"	"	"	"	"	X
85-01-8	Phenanthrene	1,760	D	µg/kg dry	386	180	5	"	"	"	"	"	X
129-00-0	Pyrene	4,250	D	µg/kg dry	386	215	5	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	210	J, D	µg/kg dry	386	190	5	"	"	"	"	"	X

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	54			30-130 %			"	"	"	"	"	
4165-60-0	Nitrobenzene-d5	48			30-130 %			"	"	"	"	"	
1718-51-0	Terphenyl-d14	59			30-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GC

Polychlorinated Biphenyls

Prepared by method SW846 3546

12674-11-2	Aroclor-1016	< 22.8	U	µg/kg dry	22.8	10.2	1	SW846 8082A	12-Jan-18	15-Jan-18	AM	1800429	X
11104-28-2	Aroclor-1221	< 22.8	U	µg/kg dry	22.8	12.1	1	"	"	"	"	"	X
11141-16-5	Aroclor-1232	< 22.8	U	µg/kg dry	22.8	11.4	1	"	"	"	"	"	X
53469-21-9	Aroclor-1242	< 22.8	U	µg/kg dry	22.8	22.5	1	"	"	"	"	"	X
12672-29-6	Aroclor-1248	< 22.8	U	µg/kg dry	22.8	20.8	1	"	"	"	"	"	X
11097-69-1	Aroclor-1254	< 22.8	U	µg/kg dry	22.8	14.9	1	"	"	"	"	"	X
11096-82-5	Aroclor-1260	< 22.8	U	µg/kg dry	22.8	12.2	1	"	"	"	"	"	X
37324-23-5	Aroclor-1262	< 22.8	U	µg/kg dry	22.8	19.9	1	"	"	"	"	"	X
11100-14-4	Aroclor-1268	< 22.8	U	µg/kg dry	22.8	10.3	1	"	"	"	"	"	X

Surrogate recoveries:

10386-84-2	4,4-DB-Octafluorobiphenyl (Sr)	55			30-150 %			"	"	"	"	"	
10386-84-2	4,4-DB-Octafluorobiphenyl (Sr) [2C]	55			30-150 %			"	"	"	"	"	
2051-24-3	Decachlorobiphenyl (Sr)	110			30-150 %			"	"	"	"	"	
2051-24-3	Decachlorobiphenyl (Sr) [2C]	110			30-150 %			"	"	"	"	"	

Total Metals by EPA 6000/7000 Series Methods

Prepared by method SW846 3050B

7440-22-4	Silver	< 1.74	U	mg/kg dry	1.74	0.188	1	SW846 6010C	10-Jan-18	11-Jan-18	SJR/T	1800269	X
7440-38-2	Arsenic	8.42		mg/kg dry	1.74	0.220	1	"	"	"	"	"	X

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Sample Identification

SURF-03
SC42941-11

Client Project #
17-258

Matrix
Soil

Collection Date/Time
04-Jan-18 09:47

Received
06-Jan-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
Total Metals by EPA 6000/7000 Series Methods													
7440-39-3	Barium	61.0		mg/kg dry	1.16	0.137	1	SW846 6010C	10-Jan-18	11-Jan-18	SJR/T	1800269	X
7440-43-9	Cadmium	0.620		mg/kg dry	0.579	0.0300	1	"	"	"	"	"	X
7440-47-3	Chromium	9.54		mg/kg dry	1.16	0.154	1	"	"	"	"	"	X
7439-97-6	Mercury	0.136		mg/kg dry	0.0327	0.0091	1	SW846 7471B	"	11-Jan-18	ABW	1800270	X
<u>Prepared by method SW846 3050B</u>													
7439-92-1	Lead	88.3		mg/kg dry	1.74	0.246	1	SW846 6010C	"	11-Jan-18	SJR/T	1800269	X
7782-49-2	Selenium	< 1.74	U	mg/kg dry	1.74	0.331	1	"	"	"	"	"	X
General Chemistry Parameters													
	% Solids	86.1		%			1	SM2540 G (11) Mod.	09-Jan-18	09-Jan-18	TN	1800308	

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Sample Identification

SURF-04
SC42941-12

Client Project #
17-258

Matrix
Soil

Collection Date/Time
04-Jan-18 10:02

Received
06-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
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Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3546

83-32-9	Acenaphthene	< 75.8	U	µg/kg dry	75.8	37.7	1	SW846 8270D	09-Jan-18	15-Jan-18	MSL	1800278	X
208-96-8	Acenaphthylene	< 75.8	U	µg/kg dry	75.8	37.4	1	"	"	"	"	"	X
120-12-7	Anthracene	< 75.8	U	µg/kg dry	75.8	36.3	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	180		µg/kg dry	75.8	40.0	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	185		µg/kg dry	75.8	28.2	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	194		µg/kg dry	75.8	36.7	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	113		µg/kg dry	75.8	30.5	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	159		µg/kg dry	75.8	29.7	1	"	"	"	"	"	X
218-01-9	Chrysene	187		µg/kg dry	75.8	37.8	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	32.6	J	µg/kg dry	75.8	29.1	1	"	"	"	"	"	X
206-44-0	Fluoranthene	321		µg/kg dry	75.8	40.1	1	"	"	"	"	"	X
86-73-7	Fluorene	< 75.8	U	µg/kg dry	75.8	38.5	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	113		µg/kg dry	75.8	27.3	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 75.8	U	µg/kg dry	75.8	45.8	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 75.8	U	µg/kg dry	75.8	35.3	1	"	"	"	"	"	X
85-01-8	Phenanthrene	161		µg/kg dry	75.8	35.3	1	"	"	"	"	"	X
129-00-0	Pyrene	271		µg/kg dry	75.8	42.3	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 75.8	U	µg/kg dry	75.8	37.3	1	"	"	"	"	"	

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	51			30-130 %			"	"	"	"	"	
4165-60-0	Nitrobenzene-d5	44			30-130 %			"	"	"	"	"	
1718-51-0	Terphenyl-d14	60			30-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GC

Polychlorinated Biphenyls

Prepared by method SW846 3546

12674-11-2	Aroclor-1016	< 22.4	U	µg/kg dry	22.4	10.0	1	SW846 8082A	12-Jan-18	15-Jan-18	AM	1800429	X
11104-28-2	Aroclor-1221	< 22.4	U	µg/kg dry	22.4	11.9	1	"	"	"	"	"	X
11141-16-5	Aroclor-1232	< 22.4	U	µg/kg dry	22.4	11.2	1	"	"	"	"	"	X
53469-21-9	Aroclor-1242	< 22.4	U	µg/kg dry	22.4	22.1	1	"	"	"	"	"	X
12672-29-6	Aroclor-1248	< 22.4	U	µg/kg dry	22.4	20.5	1	"	"	"	"	"	X
11097-69-1	Aroclor-1254	< 22.4	U	µg/kg dry	22.4	14.7	1	"	"	"	"	"	X
11096-82-5	Aroclor-1260	< 22.4	U	µg/kg dry	22.4	12.0	1	"	"	"	"	"	X
37324-23-5	Aroclor-1262	< 22.4	U	µg/kg dry	22.4	19.5	1	"	"	"	"	"	X
11100-14-4	Aroclor-1268	< 22.4	U	µg/kg dry	22.4	10.1	1	"	"	"	"	"	X

Surrogate recoveries:

10386-84-2	4,4-DB-Octafluorobiphenyl (Sr)	50			30-150 %			"	"	"	"	"	
10386-84-2	4,4-DB-Octafluorobiphenyl (Sr) [2C]	50			30-150 %			"	"	"	"	"	
2051-24-3	Decachlorobiphenyl (Sr)	105			30-150 %			"	"	"	"	"	
2051-24-3	Decachlorobiphenyl (Sr) [2C]	100			30-150 %			"	"	"	"	"	

Total Metals by EPA 6000/7000 Series Methods

Prepared by method SW846 3050B

7440-22-4	Silver	< 1.70	U	mg/kg dry	1.70	0.183	1	SW846 6010C	10-Jan-18	11-Jan-18	SJR/T	1800269	X
7440-38-2	Arsenic	6.22		mg/kg dry	1.70	0.215	1	"	"	"	"	"	X

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Sample Identification

SURF-04

SC42941-12

Client Project #

17-258

Matrix

Soil

Collection Date/Time

04-Jan-18 10:02

Received

06-Jan-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
Total Metals by EPA 6000/7000 Series Methods													
7440-39-3	Barium	44.2		mg/kg dry	1.13	0.133	1	SW846 6010C	10-Jan-18	11-Jan-18	SJR/T	1800269	X
7440-43-9	Cadmium	0.559	J	mg/kg dry	0.565	0.0293	1	"	"	"	"	"	X
7440-47-3	Chromium	15.2		mg/kg dry	1.13	0.150	1	"	"	"	"	"	X
7439-97-6	Mercury	0.207		mg/kg dry	0.0296	0.0082	1	SW846 7471B	"	11-Jan-18	ABW	1800270	X
<u>Prepared by method SW846 3050B</u>													
7439-92-1	Lead	32.1		mg/kg dry	1.70	0.240	1	SW846 6010C	"	11-Jan-18	SJR/T	1800269	X
7782-49-2	Selenium	< 1.70	U	mg/kg dry	1.70	0.323	1	"	"	"	"	"	X
General Chemistry Parameters													
	% Solids	87.3		%			1	SM2540 G (11) Mod.	09-Jan-18	09-Jan-18	TN	1800308	

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800329 - SW846 5035A Soil (high level)										
Blank (1800329-BLK1)						<u>Prepared & Analyzed: 10-Jan-18</u>				
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 50.0	D	µg/kg wet	50.0						
Acetone	< 500	D	µg/kg wet	500						
Acrylonitrile	< 50.0	D	µg/kg wet	50.0						
Benzene	< 50.0	D	µg/kg wet	50.0						
Benzene	< 50.0	D	µg/kg wet	50.0						
Bromobenzene	< 50.0	D	µg/kg wet	50.0						
Bromochloromethane	< 50.0	D	µg/kg wet	50.0						
Bromodichloromethane	< 50.0	D	µg/kg wet	50.0						
Bromoform	< 50.0	D	µg/kg wet	50.0						
Bromomethane	< 100	D	µg/kg wet	100						
2-Butanone (MEK)	< 100	D	µg/kg wet	100						
n-Butylbenzene	< 50.0	D	µg/kg wet	50.0						
n-Butylbenzene	< 50.0	D	µg/kg wet	50.0						
sec-Butylbenzene	< 50.0	D	µg/kg wet	50.0						
sec-Butylbenzene	< 50.0	D	µg/kg wet	50.0						
tert-Butylbenzene	< 50.0	D	µg/kg wet	50.0						
tert-Butylbenzene	< 50.0	D	µg/kg wet	50.0						
Carbon disulfide	< 100	D	µg/kg wet	100						
Carbon tetrachloride	< 50.0	D	µg/kg wet	50.0						
Chlorobenzene	< 50.0	D	µg/kg wet	50.0						
Chloroethane	< 100	D	µg/kg wet	100						
Chloroform	< 50.0	D	µg/kg wet	50.0						
Chloromethane	< 100	D	µg/kg wet	100						
2-Chlorotoluene	< 50.0	D	µg/kg wet	50.0						
4-Chlorotoluene	< 50.0	D	µg/kg wet	50.0						
1,2-Dibromo-3-chloropropane	< 100	D	µg/kg wet	100						
Dibromochloromethane	< 50.0	D	µg/kg wet	50.0						
1,2-Dibromoethane (EDB)	< 50.0	D	µg/kg wet	50.0						
Dibromomethane	< 50.0	D	µg/kg wet	50.0						
1,2-Dichlorobenzene	< 50.0	D	µg/kg wet	50.0						
1,3-Dichlorobenzene	< 50.0	D	µg/kg wet	50.0						
1,4-Dichlorobenzene	< 50.0	D	µg/kg wet	50.0						
Dichlorodifluoromethane (Freon12)	< 100	D	µg/kg wet	100						
1,1-Dichloroethane	< 50.0	D	µg/kg wet	50.0						
1,2-Dichloroethane	< 50.0	D	µg/kg wet	50.0						
1,1-Dichloroethene	< 50.0	D	µg/kg wet	50.0						
cis-1,2-Dichloroethene	< 50.0	D	µg/kg wet	50.0						
trans-1,2-Dichloroethene	< 50.0	D	µg/kg wet	50.0						
1,2-Dichloropropane	< 50.0	D	µg/kg wet	50.0						
1,3-Dichloropropane	< 50.0	D	µg/kg wet	50.0						
2,2-Dichloropropane	< 50.0	D	µg/kg wet	50.0						
1,1-Dichloropropene	< 50.0	D	µg/kg wet	50.0						
cis-1,3-Dichloropropene	< 50.0	D	µg/kg wet	50.0						
trans-1,3-Dichloropropene	< 50.0	D	µg/kg wet	50.0						
Ethylbenzene	< 50.0	D	µg/kg wet	50.0						
Ethylbenzene	< 50.0	D	µg/kg wet	50.0						
Hexachlorobutadiene	< 50.0	D	µg/kg wet	50.0						
2-Hexanone (MBK)	< 100	D	µg/kg wet	100						
Isopropylbenzene	< 50.0	D	µg/kg wet	50.0						
Isopropylbenzene	< 50.0	D	µg/kg wet	50.0						

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800329 - SW846 5035A Soil (high level)										
Blank (1800329-BLK1)					<u>Prepared & Analyzed: 10-Jan-18</u>					
4-Isopropyltoluene	< 50.0	D	µg/kg wet	50.0						
4-Isopropyltoluene	< 50.0	D	µg/kg wet	50.0						
Methyl tert-butyl ether	< 50.0	D	µg/kg wet	50.0						
Methyl tert-butyl ether	< 50.0	D	µg/kg wet	50.0						
4-Methyl-2-pentanone (MIBK)	< 100	D	µg/kg wet	100						
Methylene chloride	< 100	D	µg/kg wet	100						
Naphthalene	< 50.0	D	µg/kg wet	50.0						
Naphthalene	< 50.0	D	µg/kg wet	50.0						
n-Propylbenzene	< 50.0	D	µg/kg wet	50.0						
n-Propylbenzene	< 50.0	D	µg/kg wet	50.0						
Styrene	< 50.0	D	µg/kg wet	50.0						
1,1,1,2-Tetrachloroethane	< 50.0	D	µg/kg wet	50.0						
1,1,2,2-Tetrachloroethane	< 50.0	D	µg/kg wet	50.0						
Tetrachloroethene	< 50.0	D	µg/kg wet	50.0						
Toluene	< 50.0	D	µg/kg wet	50.0						
Toluene	< 50.0	D	µg/kg wet	50.0						
1,2,3-Trichlorobenzene	< 50.0	D	µg/kg wet	50.0						
1,2,4-Trichlorobenzene	< 50.0	D	µg/kg wet	50.0						
1,3,5-Trichlorobenzene	< 50.0	D	µg/kg wet	50.0						
1,1,1-Trichloroethane	< 50.0	D	µg/kg wet	50.0						
1,1,2-Trichloroethane	< 50.0	D	µg/kg wet	50.0						
Trichloroethene	< 50.0	D	µg/kg wet	50.0						
Trichlorofluoromethane (Freon 11)	< 50.0	D	µg/kg wet	50.0						
1,2,3-Trichloropropane	< 50.0	D	µg/kg wet	50.0						
1,2,4-Trimethylbenzene	< 50.0	D	µg/kg wet	50.0						
1,2,4-Trimethylbenzene	< 50.0	D	µg/kg wet	50.0						
1,3,5-Trimethylbenzene	< 50.0	D	µg/kg wet	50.0						
1,3,5-Trimethylbenzene	< 50.0	D	µg/kg wet	50.0						
m,p-Xylene	< 100	D	µg/kg wet	100						
Vinyl chloride	< 50.0	D	µg/kg wet	50.0						
o-Xylene	< 50.0	D	µg/kg wet	50.0						
m,p-Xylene	< 100	D	µg/kg wet	100						
o-Xylene	< 50.0	D	µg/kg wet	50.0						
Tetrahydrofuran	< 100	D	µg/kg wet	100						
Ethyl ether	< 50.0	D	µg/kg wet	50.0						
Tert-amyl methyl ether	< 50.0	D	µg/kg wet	50.0						
Ethyl tert-butyl ether	< 50.0	D	µg/kg wet	50.0						
Di-isopropyl ether	< 50.0	D	µg/kg wet	50.0						
Tert-Butanol / butyl alcohol	< 500	D	µg/kg wet	500						
1,4-Dioxane	< 1000	D	µg/kg wet	1000						
trans-1,4-Dichloro-2-butene	< 250	D	µg/kg wet	250						
Ethanol	< 10000	D	µg/kg wet	10000						
<i>Surrogate: 4-Bromofluorobenzene</i>	47.3		µg/kg		50.0		95	70-130		
<i>Surrogate: 4-Bromofluorobenzene</i>	47.3		µg/kg		50.0		95	70-130		
<i>Surrogate: Toluene-d8</i>	49.0		µg/kg		50.0		98	70-130		
<i>Surrogate: Toluene-d8</i>	49.0		µg/kg		50.0		98	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	53.1		µg/kg		50.0		106	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	53.1		µg/kg		50.0		106	70-130		
<i>Surrogate: Dibromofluoromethane</i>	54.0		µg/kg		50.0		108	70-130		
<i>Surrogate: Dibromofluoromethane</i>	54.0		µg/kg		50.0		108	70-130		

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800329 - SW846 5035A Soil (high level)										
LCS (1800329-BS1)					<u>Prepared & Analyzed: 10-Jan-18</u>					
1,1,2-Trichlorotrifluoroethane (Freon 113)	17.4	D	µg/kg		20.0		87	70-130		
Acetone	18.4	D	µg/kg		20.0		92	70-130		
Acrylonitrile	17.3	D	µg/kg		20.0		87	70-130		
Benzene	22.4	D	µg/kg		20.0		112	70-130		
Benzene	22.4	D	µg/kg		20.0		112	70-130		
Bromobenzene	21.9	D	µg/kg		20.0		110	70-130		
Bromochloromethane	22.9	D	µg/kg		20.0		115	70-130		
Bromodichloromethane	21.5	D	µg/kg		20.0		107	70-130		
Bromoform	21.2	D	µg/kg		20.0		106	70-130		
Bromomethane	20.7	D	µg/kg		20.0		104	70-130		
2-Butanone (MEK)	19.2	D	µg/kg		20.0		96	70-130		
n-Butylbenzene	20.7	D	µg/kg		20.0		104	70-130		
n-Butylbenzene	20.7	D	µg/kg		20.0		104	70-130		
sec-Butylbenzene	21.6	D	µg/kg		20.0		108	70-130		
sec-Butylbenzene	21.6	D	µg/kg		20.0		108	70-130		
tert-Butylbenzene	21.9	D	µg/kg		20.0		110	70-130		
tert-Butylbenzene	21.9	D	µg/kg		20.0		110	70-130		
Carbon disulfide	20.1	D	µg/kg		20.0		100	70-130		
Carbon tetrachloride	21.4	D	µg/kg		20.0		107	70-130		
Chlorobenzene	21.0	D	µg/kg		20.0		105	70-130		
Chloroethane	14.8	D	µg/kg		20.0		74	70-130		
Chloroform	21.0	D	µg/kg		20.0		105	70-130		
Chloromethane	14.4	D	µg/kg		20.0		72	70-130		
2-Chlorotoluene	24.3	D	µg/kg		20.0		121	70-130		
4-Chlorotoluene	21.4	D	µg/kg		20.0		107	70-130		
1,2-Dibromo-3-chloropropane	20.7	D	µg/kg		20.0		104	70-130		
Dibromochloromethane	21.0	D	µg/kg		20.0		105	70-130		
1,2-Dibromoethane (EDB)	21.7	D	µg/kg		20.0		109	70-130		
Dibromomethane	21.4	D	µg/kg		20.0		107	70-130		
1,2-Dichlorobenzene	21.4	D	µg/kg		20.0		107	70-130		
1,3-Dichlorobenzene	21.8	D	µg/kg		20.0		109	70-130		
1,4-Dichlorobenzene	20.0	D	µg/kg		20.0		100	70-130		
Dichlorodifluoromethane (Freon12)	18.2	D	µg/kg		20.0		91	70-130		
1,1-Dichloroethane	22.0	D	µg/kg		20.0		110	70-130		
1,2-Dichloroethane	20.5	D	µg/kg		20.0		102	70-130		
1,1-Dichloroethene	16.2	D	µg/kg		20.0		81	70-130		
cis-1,2-Dichloroethene	23.7	D	µg/kg		20.0		118	70-130		
trans-1,2-Dichloroethene	21.5	D	µg/kg		20.0		108	70-130		
1,2-Dichloropropane	21.7	D	µg/kg		20.0		108	70-130		
1,3-Dichloropropane	20.8	D	µg/kg		20.0		104	70-130		
2,2-Dichloropropane	22.5	D	µg/kg		20.0		112	70-130		
1,1-Dichloropropene	21.2	D	µg/kg		20.0		106	70-130		
cis-1,3-Dichloropropene	21.1	D	µg/kg		20.0		106	70-130		
trans-1,3-Dichloropropene	20.4	D	µg/kg		20.0		102	70-130		
Ethylbenzene	21.4	D	µg/kg		20.0		107	70-130		
Ethylbenzene	21.4	D	µg/kg		20.0		107	70-130		
Hexachlorobutadiene	22.7	D	µg/kg		20.0		114	70-130		
2-Hexanone (MBK)	20.3	D	µg/kg		20.0		101	70-130		
Isopropylbenzene	21.4	D	µg/kg		20.0		107	70-130		
Isopropylbenzene	21.4	D	µg/kg		20.0		107	70-130		

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800329 - SW846 5035A Soil (high level)										
LCS (1800329-BS1)					<u>Prepared & Analyzed: 10-Jan-18</u>					
4-Isopropyltoluene	21.2	D	µg/kg		20.0		106	70-130		
4-Isopropyltoluene	21.2	D	µg/kg		20.0		106	70-130		
Methyl tert-butyl ether	22.1	D	µg/kg		20.0		111	70-130		
Methyl tert-butyl ether	22.1	D	µg/kg		20.0		111	70-130		
4-Methyl-2-pentanone (MIBK)	20.6	D	µg/kg		20.0		103	70-130		
Methylene chloride	16.7	D	µg/kg		20.0		84	70-130		
Naphthalene	16.7	D	µg/kg		20.0		84	70-130		
Naphthalene	16.7	D	µg/kg		20.0		84	70-130		
n-Propylbenzene	20.9	D	µg/kg		20.0		104	70-130		
n-Propylbenzene	20.9	D	µg/kg		20.0		104	70-130		
Styrene	21.6	D	µg/kg		20.0		108	70-130		
1,1,1,2-Tetrachloroethane	22.4	D	µg/kg		20.0		112	70-130		
1,1,1,2-Tetrachloroethane	21.7	D	µg/kg		20.0		109	70-130		
Tetrachloroethene	20.4	D	µg/kg		20.0		102	70-130		
Toluene	21.2	D	µg/kg		20.0		106	70-130		
Toluene	21.2	D	µg/kg		20.0		106	70-130		
1,2,3-Trichlorobenzene	19.3	D	µg/kg		20.0		96	70-130		
1,2,4-Trichlorobenzene	18.8	D	µg/kg		20.0		94	70-130		
1,3,5-Trichlorobenzene	20.4	D	µg/kg		20.0		102	70-130		
1,1,1-Trichloroethane	21.1	D	µg/kg		20.0		106	70-130		
1,1,2-Trichloroethane	21.6	D	µg/kg		20.0		108	70-130		
Trichloroethene	20.0	D	µg/kg		20.0		100	70-130		
Trichlorofluoromethane (Freon 11)	17.3	D	µg/kg		20.0		87	70-130		
1,2,3-Trichloropropane	21.1	D	µg/kg		20.0		106	70-130		
1,2,4-Trimethylbenzene	21.3	D	µg/kg		20.0		107	70-130		
1,2,4-Trimethylbenzene	21.3	D	µg/kg		20.0		107	70-130		
1,3,5-Trimethylbenzene	21.4	D	µg/kg		20.0		107	70-130		
1,3,5-Trimethylbenzene	21.4	D	µg/kg		20.0		107	70-130		
Vinyl chloride	12.4	QC2, D	µg/kg		20.0		62	70-130		
m,p-Xylene	21.3	D	µg/kg		20.0		107	70-130		
o-Xylene	21.6	D	µg/kg		20.0		108	70-130		
m,p-Xylene	21.3	D	µg/kg		20.0		107	70-130		
o-Xylene	21.6	D	µg/kg		20.0		108	70-130		
Tetrahydrofuran	19.9	D	µg/kg		20.0		100	70-130		
Ethyl ether	16.1	D	µg/kg		20.0		81	70-130		
Tert-amyl methyl ether	21.2	D	µg/kg		20.0		106	70-130		
Ethyl tert-butyl ether	22.5	D	µg/kg		20.0		112	70-130		
Di-isopropyl ether	21.6	D	µg/kg		20.0		108	70-130		
Tert-Butanol / butyl alcohol	199	D	µg/kg		200		99	70-130		
1,4-Dioxane	193	D	µg/kg		200		97	70-130		
trans-1,4-Dichloro-2-butene	20.2	D	µg/kg		20.0		101	70-130		
Ethanol	404	D	µg/kg		400		101	70-130		
<i>Surrogate: 4-Bromofluorobenzene</i>	52.9		µg/kg		50.0		106	70-130		
<i>Surrogate: 4-Bromofluorobenzene</i>	52.9		µg/kg		50.0		106	70-130		
<i>Surrogate: Toluene-d8</i>	49.4		µg/kg		50.0		99	70-130		
<i>Surrogate: Toluene-d8</i>	49.4		µg/kg		50.0		99	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	49.2		µg/kg		50.0		98	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	49.2		µg/kg		50.0		98	70-130		
<i>Surrogate: Dibromofluoromethane</i>	50.7		µg/kg		50.0		101	70-130		
<i>Surrogate: Dibromofluoromethane</i>	50.7		µg/kg		50.0		101	70-130		

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800329 - SW846 5035A Soil (high level)										
LCS Dup (1800329-BSD1)					<u>Prepared & Analyzed: 10-Jan-18</u>					
1,1,2-Trichlorotrifluoroethane (Freon 113)	16.7	D	µg/kg		20.0		84	70-130	4	30
Acetone	18.1	D	µg/kg		20.0		91	70-130	2	30
Acrylonitrile	17.6	D	µg/kg		20.0		88	70-130	2	30
Benzene	22.2	D	µg/kg		20.0		111	70-130	1	30
Benzene	22.2	D	µg/kg		20.0		111	70-130	1	30
Bromobenzene	21.5	D	µg/kg		20.0		108	70-130	2	30
Bromochloromethane	22.9	D	µg/kg		20.0		115	70-130	0.1	30
Bromodichloromethane	22.0	D	µg/kg		20.0		110	70-130	2	30
Bromoform	21.3	D	µg/kg		20.0		107	70-130	0.4	30
Bromomethane	22.4	D	µg/kg		20.0		112	70-130	8	30
2-Butanone (MEK)	21.4	D	µg/kg		20.0		107	70-130	11	30
n-Butylbenzene	20.4	D	µg/kg		20.0		102	70-130	1	30
n-Butylbenzene	20.4	D	µg/kg		20.0		102	70-130	1	30
sec-Butylbenzene	20.8	D	µg/kg		20.0		104	70-130	4	30
sec-Butylbenzene	20.8	D	µg/kg		20.0		104	70-130	4	30
tert-Butylbenzene	21.2	D	µg/kg		20.0		106	70-130	3	30
tert-Butylbenzene	21.2	D	µg/kg		20.0		106	70-130	3	30
Carbon disulfide	22.1	D	µg/kg		20.0		111	70-130	10	30
Carbon tetrachloride	20.4	D	µg/kg		20.0		102	70-130	5	30
Chlorobenzene	20.6	D	µg/kg		20.0		103	70-130	2	30
Chloroethane	14.5	D	µg/kg		20.0		73	70-130	2	30
Chloroform	20.8	D	µg/kg		20.0		104	70-130	0.7	30
Chloromethane	14.1	D	µg/kg		20.0		70	70-130	2	30
2-Chlorotoluene	23.5	D	µg/kg		20.0		118	70-130	3	30
4-Chlorotoluene	20.8	D	µg/kg		20.0		104	70-130	3	30
1,2-Dibromo-3-chloropropane	21.6	D	µg/kg		20.0		108	70-130	4	30
Dibromochloromethane	21.1	D	µg/kg		20.0		106	70-130	0.7	30
1,2-Dibromoethane (EDB)	21.7	D	µg/kg		20.0		108	70-130	0.2	30
Dibromomethane	21.4	D	µg/kg		20.0		107	70-130	0.3	30
1,2-Dichlorobenzene	21.7	D	µg/kg		20.0		109	70-130	2	30
1,3-Dichlorobenzene	21.4	D	µg/kg		20.0		107	70-130	2	30
1,4-Dichlorobenzene	20.0	D	µg/kg		20.0		100	70-130	0.1	30
Dichlorodifluoromethane (Freon12)	17.5	D	µg/kg		20.0		87	70-130	4	30
1,1-Dichloroethane	22.0	D	µg/kg		20.0		110	70-130	0.05	30
1,2-Dichloroethane	20.9	D	µg/kg		20.0		104	70-130	2	30
1,1-Dichloroethene	15.0	D	µg/kg		20.0		75	70-130	8	30
cis-1,2-Dichloroethene	23.4	D	µg/kg		20.0		117	70-130	1	30
trans-1,2-Dichloroethene	21.8	D	µg/kg		20.0		109	70-130	1	30
1,2-Dichloropropane	21.9	D	µg/kg		20.0		110	70-130	0.9	30
1,3-Dichloropropane	20.9	D	µg/kg		20.0		104	70-130	0.6	30
2,2-Dichloropropane	21.7	D	µg/kg		20.0		109	70-130	3	30
1,1-Dichloropropene	21.2	D	µg/kg		20.0		106	70-130	0.4	30
cis-1,3-Dichloropropene	21.3	D	µg/kg		20.0		107	70-130	0.9	30
trans-1,3-Dichloropropene	21.2	D	µg/kg		20.0		106	70-130	3	30
Ethylbenzene	20.5	D	µg/kg		20.0		102	70-130	4	30
Ethylbenzene	20.5	D	µg/kg		20.0		102	70-130	4	30
Hexachlorobutadiene	22.5	D	µg/kg		20.0		112	70-130	1	30
2-Hexanone (MBK)	21.4	D	µg/kg		20.0		107	70-130	6	30
Isopropylbenzene	20.8	D	µg/kg		20.0		104	70-130	3	30
Isopropylbenzene	20.8	D	µg/kg		20.0		104	70-130	3	30

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800329 - SW846 5035A Soil (high level)										
LCS Dup (1800329-BSD1)					Prepared & Analyzed: 10-Jan-18					
4-Isopropyltoluene	21.0	D	µg/kg		20.0		105	70-130	0.5	30
4-Isopropyltoluene	21.0	D	µg/kg		20.0		105	70-130	0.5	30
Methyl tert-butyl ether	23.0	D	µg/kg		20.0		115	70-130	4	30
Methyl tert-butyl ether	23.0	D	µg/kg		20.0		115	70-130	4	30
4-Methyl-2-pentanone (MIBK)	21.5	D	µg/kg		20.0		107	70-130	4	30
Methylene chloride	16.6	D	µg/kg		20.0		83	70-130	0.7	30
Naphthalene	18.0	D	µg/kg		20.0		90	70-130	7	30
Naphthalene	18.0	D	µg/kg		20.0		90	70-130	7	30
n-Propylbenzene	20.3	D	µg/kg		20.0		101	70-130	3	30
n-Propylbenzene	20.3	D	µg/kg		20.0		101	70-130	3	30
Styrene	21.1	D	µg/kg		20.0		106	70-130	2	30
1,1,1,2-Tetrachloroethane	21.8	D	µg/kg		20.0		109	70-130	2	30
1,1,1,2-Tetrachloroethane	22.0	D	µg/kg		20.0		110	70-130	1	30
Tetrachloroethene	20.0	D	µg/kg		20.0		100	70-130	2	30
Toluene	20.8	D	µg/kg		20.0		104	70-130	2	30
Toluene	20.8	D	µg/kg		20.0		104	70-130	2	30
1,2,3-Trichlorobenzene	20.3	D	µg/kg		20.0		102	70-130	5	30
1,2,4-Trichlorobenzene	20.0	D	µg/kg		20.0		100	70-130	6	30
1,3,5-Trichlorobenzene	20.9	D	µg/kg		20.0		105	70-130	2	30
1,1,1-Trichloroethane	20.3	D	µg/kg		20.0		101	70-130	4	30
1,1,2-Trichloroethane	21.6	D	µg/kg		20.0		108	70-130	0.09	30
Trichloroethene	21.1	D	µg/kg		20.0		105	70-130	5	30
Trichlorofluoromethane (Freon 11)	17.0	D	µg/kg		20.0		85	70-130	2	30
1,2,4-Trimethylbenzene	20.9	D	µg/kg		20.0		105	70-130	2	30
1,2,3-Trichloropropane	22.0	D	µg/kg		20.0		110	70-130	4	30
1,2,4-Trimethylbenzene	20.9	D	µg/kg		20.0		105	70-130	2	30
1,3,5-Trimethylbenzene	20.9	D	µg/kg		20.0		105	70-130	2	30
1,3,5-Trimethylbenzene	20.9	D	µg/kg		20.0		105	70-130	2	30
m,p-Xylene	20.7	D	µg/kg		20.0		104	70-130	3	30
Vinyl chloride	12.0	QC2, D	µg/kg		20.0		60	70-130	3	30
o-Xylene	21.2	D	µg/kg		20.0		106	70-130	2	30
m,p-Xylene	20.7	D	µg/kg		20.0		104	70-130	3	30
o-Xylene	21.2	D	µg/kg		20.0		106	70-130	2	30
Tetrahydrofuran	22.7	D	µg/kg		20.0		114	70-130	13	30
Ethyl ether	16.2	D	µg/kg		20.0		81	70-130	0.4	30
Tert-amyl methyl ether	21.8	D	µg/kg		20.0		109	70-130	3	30
Ethyl tert-butyl ether	23.1	D	µg/kg		20.0		115	70-130	3	30
Di-isopropyl ether	22.2	D	µg/kg		20.0		111	70-130	2	30
Tert-Butanol / butyl alcohol	216	D	µg/kg		200		108	70-130	8	30
1,4-Dioxane	210	D	µg/kg		200		105	70-130	8	30
trans-1,4-Dichloro-2-butene	21.3	D	µg/kg		20.0		106	70-130	5	30
Ethanol	393	D	µg/kg		400		98	70-130	3	30
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Surrogate: 4-Bromofluorobenzene	52.0		µg/kg		50.0		104	70-130		
Surrogate: 4-Bromofluorobenzene	52.0		µg/kg		50.0		104	70-130		
Surrogate: Toluene-d8	49.2		µg/kg		50.0		98	70-130		
Surrogate: Toluene-d8	49.2		µg/kg		50.0		98	70-130		
Surrogate: 1,2-Dichloroethane-d4	49.7		µg/kg		50.0		99	70-130		
Surrogate: 1,2-Dichloroethane-d4	49.7		µg/kg		50.0		99	70-130		
Surrogate: Dibromofluoromethane	50.6		µg/kg		50.0		101	70-130		
Surrogate: Dibromofluoromethane	50.6		µg/kg		50.0		101	70-130		

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800329 - SW846 5035A Soil (high level)										
Matrix Spike (1800329-MS1)			Source: SC42941-04		Prepared & Analyzed: 10-Jan-18					
Benzene	22.4	D	µg/kg		20.0	0.0	112	70-130		
n-Butylbenzene	34.9	D	µg/kg		20.0	11.6	117	70-130		
sec-Butylbenzene	28.2	D	µg/kg		20.0	6.6	108	70-130		
tert-Butylbenzene	24.5	D	µg/kg		20.0	1.5	115	70-130		
Ethylbenzene	23.2	D	µg/kg		20.0	1.7	107	70-130		
Isopropylbenzene	29.5	D	µg/kg		20.0	8.9	103	70-130		
4-Isopropyltoluene	33.2	D	µg/kg		20.0	10.6	113	70-130		
Methyl tert-butyl ether	22.8	D	µg/kg		20.0	0.0	114	70-130		
Naphthalene	40.5	D	µg/kg		20.0	18.9	108	70-130		
n-Propylbenzene	34.2	D	µg/kg		20.0	14.3	99	70-130		
Toluene	21.2	D	µg/kg		20.0	0.0	106	70-130		
1,2,4-Trimethylbenzene	88.8	QM7, D	µg/kg		20.0	76.6	61	70-130		
1,3,5-Trimethylbenzene	23.1	D	µg/kg		20.0	1.0	110	70-130		
m,p-Xylene	22.8	D	µg/kg		20.0	1.2	108	70-130		
o-Xylene	20.6	D	µg/kg		20.0	0.6	100	70-130		
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Surrogate: 4-Bromofluorobenzene	53.3		µg/kg		50.0		107	70-130		
Surrogate: Toluene-d8	50.1		µg/kg		50.0		100	70-130		
Surrogate: 1,2-Dichloroethane-d4	45.1		µg/kg		50.0		90	70-130		
Surrogate: Dibromofluoromethane	47.9		µg/kg		50.0		96	70-130		
Matrix Spike Dup (1800329-MSD1)			Source: SC42941-04		Prepared & Analyzed: 10-Jan-18					
Benzene	23.4	D	µg/kg		20.0	0.0	117	70-130		30
n-Butylbenzene	35.8	D	µg/kg		20.0	11.6	121	70-130		30
sec-Butylbenzene	29.7	D	µg/kg		20.0	6.6	115	70-130		30
tert-Butylbenzene	26.2	D	µg/kg		20.0	1.5	124	70-130		30
Ethylbenzene	24.4	D	µg/kg		20.0	1.7	114	70-130		30
Isopropylbenzene	30.8	D	µg/kg		20.0	8.9	110	70-130		30
4-Isopropyltoluene	34.4	D	µg/kg		20.0	10.6	119	70-130		30
Methyl tert-butyl ether	24.3	D	µg/kg		20.0	0.0	122	70-130		30
Naphthalene	41.2	D	µg/kg		20.0	18.9	112	70-130		30
n-Propylbenzene	35.7	D	µg/kg		20.0	14.3	107	70-130		30
Toluene	22.6	D	µg/kg		20.0	0.0	113	70-130		30
1,2,4-Trimethylbenzene	90.9	D	µg/kg		20.0	76.6	72	70-130		30
1,3,5-Trimethylbenzene	24.6	D	µg/kg		20.0	1.0	118	70-130		30
m,p-Xylene	24.3	D	µg/kg		20.0	1.2	116	70-130		30
o-Xylene	21.7	D	µg/kg		20.0	0.6	106	70-130		30
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Surrogate: 4-Bromofluorobenzene	53.7		µg/kg		50.0		107	70-130		
Surrogate: Toluene-d8	50.6		µg/kg		50.0		101	70-130		
Surrogate: 1,2-Dichloroethane-d4	45.4		µg/kg		50.0		91	70-130		
Surrogate: Dibromofluoromethane	48.6		µg/kg		50.0		97	70-130		
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Batch 1800435 - SW846 5035A Soil (low level)										
Blank (1800435-BLK1)			Prepared & Analyzed: 12-Jan-18							
Benzene	< 5.0		µg/kg wet	5.0						
n-Butylbenzene	< 5.0		µg/kg wet	5.0						
sec-Butylbenzene	< 5.0		µg/kg wet	5.0						
tert-Butylbenzene	< 5.0		µg/kg wet	5.0						
Ethylbenzene	< 5.0		µg/kg wet	5.0						
Isopropylbenzene	< 5.0		µg/kg wet	5.0						
4-Isopropyltoluene	< 5.0		µg/kg wet	5.0						
Methyl tert-butyl ether	< 5.0		µg/kg wet	5.0						

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800435 - SW846 5035A Soil (low level)										
Blank (1800435-BLK1)					<u>Prepared & Analyzed: 12-Jan-18</u>					
Naphthalene	< 5.0		µg/kg wet	5.0						
n-Propylbenzene	< 5.0		µg/kg wet	5.0						
Toluene	< 5.0		µg/kg wet	5.0						
1,2,4-Trimethylbenzene	< 5.0		µg/kg wet	5.0						
1,3,5-Trimethylbenzene	< 5.0		µg/kg wet	5.0						
m,p-Xylene	< 10.0		µg/kg wet	10.0						
o-Xylene	< 5.0		µg/kg wet	5.0						
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Surrogate: 4-Bromofluorobenzene	48.9		µg/kg		50.0		98	70-130		
Surrogate: Toluene-d8	47.0		µg/kg		50.0		94	70-130		
Surrogate: 1,2-Dichloroethane-d4	59.9		µg/kg		50.0		120	70-130		
Surrogate: Dibromofluoromethane	47.5		µg/kg		50.0		95	70-130		
LCS (1800435-BS1)					<u>Prepared & Analyzed: 12-Jan-18</u>					
Benzene	17.3		µg/kg		20.0		86	70-130		
n-Butylbenzene	20.7		µg/kg		20.0		104	70-130		
sec-Butylbenzene	19.6		µg/kg		20.0		98	70-130		
tert-Butylbenzene	19.1		µg/kg		20.0		95	70-130		
Ethylbenzene	19.6		µg/kg		20.0		98	70-130		
Isopropylbenzene	19.7		µg/kg		20.0		98	70-130		
4-Isopropyltoluene	20.3		µg/kg		20.0		102	70-130		
Methyl tert-butyl ether	16.8		µg/kg		20.0		84	70-130		
Naphthalene	19.0		µg/kg		20.0		95	70-130		
n-Propylbenzene	19.9		µg/kg		20.0		100	70-130		
Toluene	17.1		µg/kg		20.0		86	70-130		
1,2,4-Trimethylbenzene	19.6		µg/kg		20.0		98	70-130		
1,3,5-Trimethylbenzene	19.4		µg/kg		20.0		97	70-130		
m,p-Xylene	19.6		µg/kg		20.0		98	70-130		
o-Xylene	19.8		µg/kg		20.0		99	70-130		
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Surrogate: 4-Bromofluorobenzene	49.2		µg/kg		50.0		98	70-130		
Surrogate: Toluene-d8	47.2		µg/kg		50.0		94	70-130		
Surrogate: 1,2-Dichloroethane-d4	51.5		µg/kg		50.0		103	70-130		
Surrogate: Dibromofluoromethane	47.6		µg/kg		50.0		95	70-130		
LCS Dup (1800435-BSD1)					<u>Prepared & Analyzed: 12-Jan-18</u>					
Benzene	17.1		µg/kg		20.0		85	70-130	1	30
n-Butylbenzene	19.3		µg/kg		20.0		97	70-130	7	30
sec-Butylbenzene	19.4		µg/kg		20.0		97	70-130	0.7	30
tert-Butylbenzene	18.9		µg/kg		20.0		95	70-130	0.9	30
Ethylbenzene	19.3		µg/kg		20.0		96	70-130	2	30
Isopropylbenzene	19.4		µg/kg		20.0		97	70-130	2	30
4-Isopropyltoluene	19.6		µg/kg		20.0		98	70-130	4	30
Methyl tert-butyl ether	16.9		µg/kg		20.0		85	70-130	0.8	30
Naphthalene	17.3		µg/kg		20.0		86	70-130	9	30
n-Propylbenzene	19.8		µg/kg		20.0		99	70-130	0.7	30
Toluene	17.3		µg/kg		20.0		86	70-130	0.9	30
1,2,4-Trimethylbenzene	18.4		µg/kg		20.0		92	70-130	6	30
1,3,5-Trimethylbenzene	18.9		µg/kg		20.0		94	70-130	3	30
m,p-Xylene	19.3		µg/kg		20.0		96	70-130	1	30
o-Xylene	19.7		µg/kg		20.0		98	70-130	0.7	30
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Surrogate: 4-Bromofluorobenzene	49.4		µg/kg		50.0		99	70-130		
Surrogate: Toluene-d8	47.6		µg/kg		50.0		95	70-130		

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800435 - SW846 5035A Soil (low level)										
LCS Dup (1800435-BSD1)					Prepared & Analyzed: 12-Jan-18					
Surrogate: 1,2-Dichloroethane-d4	52.2		µg/kg		50.0		104	70-130		
Surrogate: Dibromofluoromethane	48.1		µg/kg		50.0		96	70-130		
Batch 1800645 - SW846 5035A Soil (high level)										
Blank (1800645-BLK1)					Prepared & Analyzed: 17-Jan-18					
Benzene	< 50.0	D	µg/kg wet	50.0						
n-Butylbenzene	< 50.0	D	µg/kg wet	50.0						
sec-Butylbenzene	< 50.0	D	µg/kg wet	50.0						
tert-Butylbenzene	< 50.0	D	µg/kg wet	50.0						
Ethylbenzene	< 50.0	D	µg/kg wet	50.0						
Isopropylbenzene	< 50.0	D	µg/kg wet	50.0						
4-Isopropyltoluene	< 50.0	D	µg/kg wet	50.0						
Methyl tert-butyl ether	< 50.0	D	µg/kg wet	50.0						
Naphthalene	< 50.0	D	µg/kg wet	50.0						
n-Propylbenzene	< 50.0	D	µg/kg wet	50.0						
Toluene	< 50.0	D	µg/kg wet	50.0						
1,2,4-Trimethylbenzene	< 50.0	D	µg/kg wet	50.0						
1,3,5-Trimethylbenzene	< 50.0	D	µg/kg wet	50.0						
m,p-Xylene	< 100	D	µg/kg wet	100						
o-Xylene	< 50.0	D	µg/kg wet	50.0						
Surrogate: 4-Bromofluorobenzene	48.4		µg/kg		50.0		97	70-130		
Surrogate: Toluene-d8	49.4		µg/kg		50.0		99	70-130		
Surrogate: 1,2-Dichloroethane-d4	51.9		µg/kg		50.0		104	70-130		
Surrogate: Dibromofluoromethane	51.1		µg/kg		50.0		102	70-130		
LCS (1800645-BS1)					Prepared & Analyzed: 17-Jan-18					
Benzene	19.9	D	µg/kg		20.0		100	70-130		
n-Butylbenzene	18.2	D	µg/kg		20.0		91	70-130		
sec-Butylbenzene	19.0	D	µg/kg		20.0		95	70-130		
tert-Butylbenzene	19.4	D	µg/kg		20.0		97	70-130		
Ethylbenzene	19.2	D	µg/kg		20.0		96	70-130		
Isopropylbenzene	20.8	D	µg/kg		20.0		104	70-130		
4-Isopropyltoluene	19.1	D	µg/kg		20.0		96	70-130		
Methyl tert-butyl ether	21.6	D	µg/kg		20.0		108	70-130		
Naphthalene	19.9	D	µg/kg		20.0		100	70-130		
n-Propylbenzene	19.2	D	µg/kg		20.0		96	70-130		
Toluene	19.5	D	µg/kg		20.0		97	70-130		
1,2,4-Trimethylbenzene	19.9	D	µg/kg		20.0		100	70-130		
1,3,5-Trimethylbenzene	19.4	D	µg/kg		20.0		97	70-130		
m,p-Xylene	19.5	D	µg/kg		20.0		98	70-130		
o-Xylene	20.3	D	µg/kg		20.0		102	70-130		
Surrogate: 4-Bromofluorobenzene	51.3		µg/kg		50.0		103	70-130		
Surrogate: Toluene-d8	50.0		µg/kg		50.0		100	70-130		
Surrogate: 1,2-Dichloroethane-d4	49.1		µg/kg		50.0		98	70-130		
Surrogate: Dibromofluoromethane	50.1		µg/kg		50.0		100	70-130		
LCS Dup (1800645-BSD1)					Prepared & Analyzed: 17-Jan-18					
Benzene	21.0	D	µg/kg		20.0		105	70-130	5	30
n-Butylbenzene	19.0	D	µg/kg		20.0		95	70-130	4	30
sec-Butylbenzene	20.6	D	µg/kg		20.0		103	70-130	8	30
tert-Butylbenzene	20.6	D	µg/kg		20.0		103	70-130	6	30
Ethylbenzene	21.0	D	µg/kg		20.0		105	70-130	9	30

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800645 - SW846 5035A Soil (high level)										
LCS Dup (1800645-BSD1)					<u>Prepared & Analyzed: 17-Jan-18</u>					
Isopropylbenzene	22.3	D	µg/kg		20.0		111	70-130	7	30
4-Isopropyltoluene	20.2	D	µg/kg		20.0		101	70-130	5	30
Methyl tert-butyl ether	23.7	D	µg/kg		20.0		118	70-130	9	30
Naphthalene	20.8	D	µg/kg		20.0		104	70-130	4	30
n-Propylbenzene	20.4	D	µg/kg		20.0		102	70-130	6	30
Toluene	20.6	D	µg/kg		20.0		103	70-130	6	30
1,2,4-Trimethylbenzene	21.6	D	µg/kg		20.0		108	70-130	8	30
1,3,5-Trimethylbenzene	20.9	D	µg/kg		20.0		104	70-130	7	30
m,p-Xylene	21.1	D	µg/kg		20.0		105	70-130	8	30
o-Xylene	22.2	D	µg/kg		20.0		111	70-130	9	30
<i>Surrogate: 4-Bromofluorobenzene</i>	51.5		µg/kg		50.0		103	70-130		
<i>Surrogate: Toluene-d8</i>	49.5		µg/kg		50.0		99	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	48.0		µg/kg		50.0		96	70-130		
<i>Surrogate: Dibromofluoromethane</i>	49.7		µg/kg		50.0		99	70-130		
Matrix Spike (1800645-MS1)			Source: SC42941-06		<u>Prepared & Analyzed: 17-Jan-18</u>					
Benzene	20.2	D	µg/kg		20.0	0.0	101	70-130		
n-Butylbenzene	18.7	D	µg/kg		20.0	0.0	94	70-130		
sec-Butylbenzene	17.7	D	µg/kg		20.0	0.0	88	70-130		
tert-Butylbenzene	18.9	D	µg/kg		20.0	0.0	94	70-130		
Ethylbenzene	19.6	D	µg/kg		20.0	0.0	98	70-130		
Isopropylbenzene	20.0	D	µg/kg		20.0	0.0	100	70-130		
4-Isopropyltoluene	18.7	D	µg/kg		20.0	0.0	93	70-130		
Methyl tert-butyl ether	23.0	D	µg/kg		20.0	0.0	115	70-130		
Naphthalene	24.7	D	µg/kg		20.0	0.0	124	70-130		
n-Propylbenzene	19.1	D	µg/kg		20.0	0.0	96	70-130		
Toluene	19.5	D	µg/kg		20.0	0.0	98	70-130		
1,2,4-Trimethylbenzene	22.1	D	µg/kg		20.0	0.0	110	70-130		
1,3,5-Trimethylbenzene	20.7	D	µg/kg		20.0	0.0	104	70-130		
m,p-Xylene	20.2	D	µg/kg		20.0	0.0	101	70-130		
o-Xylene	20.9	D	µg/kg		20.0	0.0	104	70-130		
<i>Surrogate: 4-Bromofluorobenzene</i>	50.7		µg/kg		50.0		101	70-130		
<i>Surrogate: Toluene-d8</i>	49.6		µg/kg		50.0		99	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	46.6		µg/kg		50.0		93	70-130		
<i>Surrogate: Dibromofluoromethane</i>	48.9		µg/kg		50.0		98	70-130		
Matrix Spike Dup (1800645-MSD1)			Source: SC42941-06		<u>Prepared & Analyzed: 17-Jan-18</u>					
Benzene	21.0	D	µg/kg		20.0	0.0	105	70-130		30
n-Butylbenzene	19.1	D	µg/kg		20.0	0.0	96	70-130		30
sec-Butylbenzene	20.1	D	µg/kg		20.0	0.0	100	70-130	13	30
tert-Butylbenzene	21.2	D	µg/kg		20.0	0.0	106	70-130	12	30
Ethylbenzene	21.7	D	µg/kg		20.0	0.0	108	70-130	10	30
Isopropylbenzene	22.4	D	µg/kg		20.0	0.0	112	70-130	12	30
4-Isopropyltoluene	19.8	D	µg/kg		20.0	0.0	99	70-130	6	30
Methyl tert-butyl ether	24.2	D	µg/kg		20.0	0.0	121	70-130		30
Naphthalene	24.8	D	µg/kg		20.0	0.0	124	70-130		30
n-Propylbenzene	20.8	D	µg/kg		20.0	0.0	104	70-130	9	30
Toluene	20.7	D	µg/kg		20.0	0.0	103	70-130		30
1,2,4-Trimethylbenzene	23.2	D	µg/kg		20.0	0.0	116	70-130	5	30
1,3,5-Trimethylbenzene	22.2	D	µg/kg		20.0	0.0	111	70-130	7	30
m,p-Xylene	22.3	D	µg/kg		20.0	0.0	112	70-130	10	30
o-Xylene	22.7	D	µg/kg		20.0	0.0	113	70-130		30

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<u>SW846 8260C</u>										
Batch 1800645 - SW846 5035A Soil (high level)										
<u>Matrix Spike Dup (1800645-MSD1)</u>			<u>Source: SC42941-06</u>			<u>Prepared & Analyzed: 17-Jan-18</u>				
Surrogate: 4-Bromofluorobenzene	51.5		µg/kg		50.0		103	70-130		
Surrogate: Toluene-d8	50.2		µg/kg		50.0		100	70-130		
Surrogate: 1,2-Dichloroethane-d4	45.3		µg/kg		50.0		91	70-130		
Surrogate: Dibromofluoromethane	48.9		µg/kg		50.0		98	70-130		

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Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<u>SW846 8270D</u>										
Batch 1800278 - SW846 3546										
<u>Blank (1800278-BLK1)</u>					<u>Prepared & Analyzed: 09-Jan-18</u>					
Acenaphthene	< 66.3	U	µg/kg wet	66.3						
Acenaphthylene	< 66.3	U	µg/kg wet	66.3						
Anthracene	< 66.3	U	µg/kg wet	66.3						
Benzo (a) anthracene	< 66.3	U	µg/kg wet	66.3						
Benzo (a) pyrene	< 66.3	U	µg/kg wet	66.3						
Benzo (b) fluoranthene	< 66.3	U	µg/kg wet	66.3						
Benzo (g,h,i) perylene	< 66.3	U	µg/kg wet	66.3						
Benzo (k) fluoranthene	< 66.3	U	µg/kg wet	66.3						
Chrysene	< 66.3	U	µg/kg wet	66.3						
Dibenzo (a,h) anthracene	< 66.3	U	µg/kg wet	66.3						
Fluoranthene	< 66.3	U	µg/kg wet	66.3						
Fluorene	< 66.3	U	µg/kg wet	66.3						
Indeno (1,2,3-cd) pyrene	< 66.3	U	µg/kg wet	66.3						
2-Methylnaphthalene	< 66.3	U	µg/kg wet	66.3						
Naphthalene	< 66.3	U	µg/kg wet	66.3						
Phenanthrene	< 66.3	U	µg/kg wet	66.3						
Pyrene	< 66.3	U	µg/kg wet	66.3						
1-Methylnaphthalene	< 66.3	U	µg/kg wet	66.3						
<i>Surrogate: 2-Fluorobiphenyl</i>	1070		µg/kg wet		1660		65	30-130		
<i>Surrogate: Nitrobenzene-d5</i>	858		µg/kg wet		1660		52	30-130		
<i>Surrogate: Terphenyl-dl4</i>	985		µg/kg wet		1660		59	30-130		
<u>LCS (1800278-BS1)</u>					<u>Prepared & Analyzed: 09-Jan-18</u>					
Acenaphthene	1340		µg/kg wet	66.4	1660		81	40-140		
Acenaphthylene	1380		µg/kg wet	66.4	1660		83	40-140		
Anthracene	1170		µg/kg wet	66.4	1660		71	40-140		
Benzo (a) anthracene	1230		µg/kg wet	66.4	1660		74	40-140		
Benzo (a) pyrene	1310		µg/kg wet	66.4	1660		79	40-140		
Benzo (b) fluoranthene	1350		µg/kg wet	66.4	1660		81	40-140		
Benzo (g,h,i) perylene	1420		µg/kg wet	66.4	1660		85	40-140		
Benzo (k) fluoranthene	1610		µg/kg wet	66.4	1660		97	40-140		
Chrysene	1160		µg/kg wet	66.4	1660		70	40-140		
Dibenzo (a,h) anthracene	1410		µg/kg wet	66.4	1660		85	40-140		
Fluoranthene	1230		µg/kg wet	66.4	1660		74	40-140		
Fluorene	1300		µg/kg wet	66.4	1660		78	40-140		
Indeno (1,2,3-cd) pyrene	1270		µg/kg wet	66.4	1660		77	40-140		
2-Methylnaphthalene	1290		µg/kg wet	66.4	1660		78	40-140		
Naphthalene	1120		µg/kg wet	66.4	1660		68	40-140		
Phenanthrene	1160		µg/kg wet	66.4	1660		70	40-140		
Pyrene	1110		µg/kg wet	66.4	1660		67	40-140		
1-Methylnaphthalene	1170		µg/kg wet	66.4	1660		71	40-140		
<i>Surrogate: 2-Fluorobiphenyl</i>	1190		µg/kg wet		1660		72	30-130		
<i>Surrogate: Nitrobenzene-d5</i>	1040		µg/kg wet		1660		63	30-130		
<i>Surrogate: Terphenyl-dl4</i>	1100		µg/kg wet		1660		66	30-130		
<u>LCS Dup (1800278-BSD1)</u>					<u>Prepared & Analyzed: 09-Jan-18</u>					
Acenaphthene	1210		µg/kg wet	66.4	1660		73	40-140	10	30
Acenaphthylene	1240		µg/kg wet	66.4	1660		75	40-140	11	30
Anthracene	1090		µg/kg wet	66.4	1660		65	40-140	8	30
Benzo (a) anthracene	1120		µg/kg wet	66.4	1660		67	40-140	10	30
Benzo (a) pyrene	1160		µg/kg wet	66.4	1660		70	40-140	12	30
Benzo (b) fluoranthene	1020		µg/kg wet	66.4	1660		62	40-140	27	30

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Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<u>SW846 8270D</u>										
Batch 1800278 - SW846 3546										
<u>LCS Dup (1800278-BSD1)</u>					<u>Prepared & Analyzed: 09-Jan-18</u>					
Benzo (g,h,i) perylene	1060		µg/kg wet	66.4	1660		64	40-140	29	30
Benzo (k) fluoranthene	1270		µg/kg wet	66.4	1660		77	40-140	23	30
Chrysene	1110		µg/kg wet	66.4	1660		67	40-140	4	30
Dibenzo (a,h) anthracene	1140		µg/kg wet	66.4	1660		69	40-140	21	30
Fluoranthene	1120		µg/kg wet	66.4	1660		67	40-140	10	30
Fluorene	1150		µg/kg wet	66.4	1660		69	40-140	12	30
Indeno (1,2,3-cd) pyrene	1060		µg/kg wet	66.4	1660		64	40-140	18	30
2-Methylnaphthalene	1130		µg/kg wet	66.4	1660		68	40-140	13	30
Naphthalene	1000		µg/kg wet	66.4	1660		60	40-140	12	30
Phenanthrene	1050		µg/kg wet	66.4	1660		64	40-140	9	30
Pyrene	1140		µg/kg wet	66.4	1660		68	40-140	2	30
1-Methylnaphthalene	1060		µg/kg wet	66.4	1660		64	40-140	10	30
<i>Surrogate: 2-Fluorobiphenyl</i>	1050		µg/kg wet		1660		63	30-130		
<i>Surrogate: Nitrobenzene-d5</i>	893		µg/kg wet		1660		54	30-130		
<i>Surrogate: Terphenyl-dl4</i>	1100		µg/kg wet		1660		66	30-130		
Batch 1800428 - SW846 3546										
<u>Blank (1800428-BLK1)</u>					<u>Prepared: 12-Jan-18 Analyzed: 15-Jan-18</u>					
Acenaphthene	< 66.3	U	µg/kg wet	66.3						
Acenaphthylene	< 66.3	U	µg/kg wet	66.3						
Anthracene	< 66.3	U	µg/kg wet	66.3						
Benzo (a) anthracene	< 66.3	U	µg/kg wet	66.3						
Benzo (a) pyrene	< 66.3	U	µg/kg wet	66.3						
Benzo (b) fluoranthene	< 66.3	U	µg/kg wet	66.3						
Benzo (g,h,i) perylene	< 66.3	U	µg/kg wet	66.3						
Benzo (k) fluoranthene	< 66.3	U	µg/kg wet	66.3						
Chrysene	< 66.3	U	µg/kg wet	66.3						
Dibenzo (a,h) anthracene	< 66.3	U	µg/kg wet	66.3						
Fluoranthene	< 66.3	U	µg/kg wet	66.3						
Fluorene	< 66.3	U	µg/kg wet	66.3						
Indeno (1,2,3-cd) pyrene	< 66.3	U	µg/kg wet	66.3						
2-Methylnaphthalene	< 66.3	U	µg/kg wet	66.3						
Naphthalene	< 66.3	U	µg/kg wet	66.3						
Phenanthrene	< 66.3	U	µg/kg wet	66.3						
Pyrene	< 66.3	U	µg/kg wet	66.3						
1-Methylnaphthalene	< 66.3	U	µg/kg wet	66.3						
<i>Surrogate: 2-Fluorobiphenyl</i>	657		µg/kg wet		1660		40	30-130		
<i>Surrogate: Nitrobenzene-d5</i>	573		µg/kg wet		1660		35	30-130		
<i>Surrogate: Terphenyl-dl4</i>	756		µg/kg wet		1660		46	30-130		
<u>LCS (1800428-BS1)</u>					<u>Prepared: 12-Jan-18 Analyzed: 15-Jan-18</u>					
Acenaphthene	783		µg/kg wet	66.7	1670		47	40-140		
Acenaphthylene	790		µg/kg wet	66.7	1670		47	40-140		
Anthracene	683		µg/kg wet	66.7	1670		41	40-140		
Benzo (a) anthracene	724		µg/kg wet	66.7	1670		43	40-140		
Benzo (a) pyrene	749		µg/kg wet	66.7	1670		45	40-140		
Benzo (b) fluoranthene	732		µg/kg wet	66.7	1670		44	40-140		
Benzo (g,h,i) perylene	686		µg/kg wet	66.7	1670		41	40-140		
Benzo (k) fluoranthene	753		µg/kg wet	66.7	1670		45	40-140		
Chrysene	731		µg/kg wet	66.7	1670		44	40-140		
Dibenzo (a,h) anthracene	753		µg/kg wet	66.7	1670		45	40-140		

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Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<u>SW846 8270D</u>										
Batch 1800428 - SW846 3546										
<u>LCS (1800428-BS1)</u>					Prepared: 12-Jan-18 Analyzed: 15-Jan-18					
Fluoranthene	725		µg/kg wet	66.7	1670		43	40-140		
Fluorene	733		µg/kg wet	66.7	1670		44	40-140		
Indeno (1,2,3-cd) pyrene	730		µg/kg wet	66.7	1670		44	40-140		
2-Methylnaphthalene	740		µg/kg wet	66.7	1670		44	40-140		
Naphthalene	665		µg/kg wet	66.7	1670		40	40-140		
Phenanthrene	684		µg/kg wet	66.7	1670		41	40-140		
Pyrene	748		µg/kg wet	66.7	1670		45	40-140		
1-Methylnaphthalene	695		µg/kg wet	66.7	1670		42	40-140		
<i>Surrogate: 2-Fluorobiphenyl</i>	728		µg/kg wet		1670		44	30-130		
<i>Surrogate: Nitrobenzene-d5</i>	653		µg/kg wet		1670		39	30-130		
<i>Surrogate: Terphenyl-dl4</i>	770		µg/kg wet		1670		46	30-130		
<u>LCS Dup (1800428-BSD1)</u>					Prepared: 12-Jan-18 Analyzed: 15-Jan-18					
Acenaphthene	837		µg/kg wet	66.3	1660		51	40-140	7	30
Acenaphthylene	848		µg/kg wet	66.3	1660		51	40-140	7	30
Anthracene	740		µg/kg wet	66.3	1660		45	40-140	8	30
Benzo (a) anthracene	779		µg/kg wet	66.3	1660		47	40-140	7	30
Benzo (a) pyrene	819		µg/kg wet	66.3	1660		49	40-140	9	30
Benzo (b) fluoranthene	723		µg/kg wet	66.3	1660		44	40-140	1	30
Benzo (g,h,i) perylene	736		µg/kg wet	66.3	1660		44	40-140	7	30
Benzo (k) fluoranthene	823		µg/kg wet	66.3	1660		50	40-140	9	30
Chrysene	795		µg/kg wet	66.3	1660		48	40-140	8	30
Dibenzo (a,h) anthracene	815		µg/kg wet	66.3	1660		49	40-140	8	30
Fluoranthene	791		µg/kg wet	66.3	1660		48	40-140	9	30
Fluorene	799		µg/kg wet	66.3	1660		48	40-140	9	30
Indeno (1,2,3-cd) pyrene	801		µg/kg wet	66.3	1660		48	40-140	9	30
2-Methylnaphthalene	757		µg/kg wet	66.3	1660		46	40-140	2	30
Naphthalene	693		µg/kg wet	66.3	1660		42	40-140	4	30
Phenanthrene	729		µg/kg wet	66.3	1660		44	40-140	6	30
Pyrene	803		µg/kg wet	66.3	1660		48	40-140	7	30
1-Methylnaphthalene	716		µg/kg wet	66.3	1660		43	40-140	3	30
<i>Surrogate: 2-Fluorobiphenyl</i>	785		µg/kg wet		1660		47	30-130		
<i>Surrogate: Nitrobenzene-d5</i>	653		µg/kg wet		1660		39	30-130		
<i>Surrogate: Terphenyl-dl4</i>	833		µg/kg wet		1660		50	30-130		

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Semivolatile Organic Compounds by GC - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8082A										
Batch 1800429 - SW846 3546										
Blank (1800429-BLK1)					<u>Prepared: 12-Jan-18 Analyzed: 15-Jan-18</u>					
Aroclor-1016	< 19.4	U	µg/kg wet	19.4						
Aroclor-1016 [2C]	< 19.4	U	µg/kg wet	19.4						
Aroclor-1221	< 19.4	U	µg/kg wet	19.4						
Aroclor-1221 [2C]	< 19.4	U	µg/kg wet	19.4						
Aroclor-1232	< 19.4	U	µg/kg wet	19.4						
Aroclor-1232 [2C]	< 19.4	U	µg/kg wet	19.4						
Aroclor-1242	< 19.4	U	µg/kg wet	19.4						
Aroclor-1242 [2C]	< 19.4	U	µg/kg wet	19.4						
Aroclor-1248	< 19.4	U	µg/kg wet	19.4						
Aroclor-1248 [2C]	< 19.4	U	µg/kg wet	19.4						
Aroclor-1254	< 19.4	U	µg/kg wet	19.4						
Aroclor-1254 [2C]	< 19.4	U	µg/kg wet	19.4						
Aroclor-1260	< 19.4	U	µg/kg wet	19.4						
Aroclor-1260 [2C]	< 19.4	U	µg/kg wet	19.4						
Aroclor-1262	< 19.4	U	µg/kg wet	19.4						
Aroclor-1262 [2C]	< 19.4	U	µg/kg wet	19.4						
Aroclor-1268	< 19.4	U	µg/kg wet	19.4						
Aroclor-1268 [2C]	< 19.4	U	µg/kg wet	19.4						
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Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	7.77		µg/kg wet		19.4		40	30-150		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	8.74		µg/kg wet		19.4		45	30-150		
Surrogate: Decachlorobiphenyl (Sr)	18.4		µg/kg wet		19.4		95	30-150		
Surrogate: Decachlorobiphenyl (Sr) [2C]	19.4		µg/kg wet		19.4		100	30-150		
LCS (1800429-BS1)					<u>Prepared: 12-Jan-18 Analyzed: 15-Jan-18</u>					
Aroclor-1016	165		µg/kg wet	19.4	243		68	40-140		
Aroclor-1016 [2C]	162		µg/kg wet	19.4	243		67	40-140		
Aroclor-1260	180		µg/kg wet	19.4	243		74	40-140		
Aroclor-1260 [2C]	189		µg/kg wet	19.4	243		78	40-140		
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Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	8.74		µg/kg wet		19.4		45	30-150		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	8.74		µg/kg wet		19.4		45	30-150		
Surrogate: Decachlorobiphenyl (Sr)	18.5		µg/kg wet		19.4		95	30-150		
Surrogate: Decachlorobiphenyl (Sr) [2C]	22.3		µg/kg wet		19.4		115	30-150		
LCS Dup (1800429-BSD1)					<u>Prepared: 12-Jan-18 Analyzed: 15-Jan-18</u>					
Aroclor-1016	178		µg/kg wet	19.4	243		73	40-140	7	30
Aroclor-1016 [2C]	176		µg/kg wet	19.4	243		72	40-140	8	30
Aroclor-1260	195		µg/kg wet	19.4	243		80	40-140	8	30
Aroclor-1260 [2C]	198		µg/kg wet	19.4	243		82	40-140	5	30
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Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	9.71		µg/kg wet		19.4		50	30-150		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	9.71		µg/kg wet		19.4		50	30-150		
Surrogate: Decachlorobiphenyl (Sr)	19.4		µg/kg wet		19.4		100	30-150		
Surrogate: Decachlorobiphenyl (Sr) [2C]	23.3		µg/kg wet		19.4		120	30-150		

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Total Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<u>SW846 6010C</u>										
Batch 1800269 - SW846 3050B										
<u>Blank (1800269-BLK1)</u>					<u>Prepared: 10-Jan-18 Analyzed: 11-Jan-18</u>					
Lead	< 1.49	U	mg/kg wet	1.49						
Chromium	< 0.996	U	mg/kg wet	0.996						
Cadmium	< 0.498	U	mg/kg wet	0.498						
Arsenic	< 1.49	U	mg/kg wet	1.49						
Selenium	< 1.49	U	mg/kg wet	1.49						
Silver	< 1.49	U	mg/kg wet	1.49						
Barium	< 0.996	U	mg/kg wet	0.996						
<u>Reference (1800269-SRM1)</u>					<u>Prepared: 10-Jan-18 Analyzed: 11-Jan-18</u>					
Silver	18.1		mg/kg wet	1.50	20.5		88	79.6-120. 4		
Arsenic	68.0		mg/kg wet	1.50	74.2		92	83-117		
Cadmium	89.1		mg/kg wet	0.500	97.4		91	82.4-117. 6		
Selenium	83.8		mg/kg wet	1.50	94.4		89	79.1-121. 4		
Chromium	39.3		mg/kg wet	1.00	41.7		94	81.8-118. 2		
Lead	42.2		mg/kg wet	1.50	46.6		91	82.8-117		
Barium	158		mg/kg wet	1.00	158		100	82.2-117. 8		
<u>Reference (1800269-SRM2)</u>					<u>Prepared: 10-Jan-18 Analyzed: 11-Jan-18</u>					
Cadmium	79.3	QM9	mg/kg wet	0.500	97.2		82	82.4-117. 6		
Selenium	76.6		mg/kg wet	1.50	94.2		81	79.1-121. 4		
Chromium	36.7		mg/kg wet	1.00	41.6		88	81.8-118. 2		
Arsenic	63.1		mg/kg wet	1.50	74.0		85	83-117		
Silver	16.5		mg/kg wet	1.50	20.5		80	79.6-120. 4		
Lead	40.7		mg/kg wet	1.50	46.5		88	82.8-117		
Barium	145		mg/kg wet	1.00	158		92	82.2-117. 8		
<u>SW846 7471B</u>										
Batch 1800270 - EPA200/SW7000 Series										
<u>Blank (1800270-BLK1)</u>					<u>Prepared: 10-Jan-18 Analyzed: 11-Jan-18</u>					
Mercury	< 0.0283	U	mg/kg wet	0.0283						
<u>Reference (1800270-SRM1)</u>					<u>Prepared: 10-Jan-18 Analyzed: 11-Jan-18</u>					
Mercury	5.88	D	mg/kg wet	0.600	5.98		98	66.9-133. 1		

The following list indicates the date and time low-level VOC soil/sediment samples were placed in the freezer at the lab:

SC42941-03	<i>SB-01</i>	1/8/2018 4:24 PM
SC42941-04	<i>SB-02</i>	1/8/2018 4:24 PM
SC42941-05	<i>SB-03</i>	1/8/2018 4:24 PM
SC42941-06	<i>SB-05</i>	1/8/2018 4:24 PM
SC42941-07	<i>SB-07</i>	1/8/2018 4:24 PM
SC42941-08	<i>SB-09</i>	1/8/2018 4:24 PM

Notes and Definitions

D	Data reported from a dilution
GS1	Sample dilution required for high concentration of target analytes to be within the instrument calibration range.
J	Detected above the Method Detection Limit but below the Reporting Limit; therefore, result is an estimated concentration (CLP J-Flag).
QC2	Analyte out of acceptance range in QC spike but no reportable concentration present in sample.
QM7	The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.
QM9	The spike recovery for this QC sample is outside the established control limits. The sample results for the QC batch were accepted based on LCS/LCSD or SRM recoveries within the control limits.
R01	The Reporting Limit has been raised to account for matrix interference.
SGCMSVOC	Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogates with three required by program methods.
U	Analyte included in the analysis, but not detected at or above the MDL.
UJL	Non-detect is potentially biased low (per NYSDEC).
VOC8	Reporting limits reflect SW846 5035A High Level extraction technique due to interference and/or QC issues using SW846 5035A Low Level extraction technique.
dry	Sample results reported on a dry weight basis
NR	Not Reported
RPD	Relative Percent Difference
[2C]	Indicates concentration was reported from the secondary, confirmation column.

Laboratory Control Sample (LCS): A known matrix spiked with compound(s) representative of the target analytes, which is used to document laboratory performance.

Matrix Duplicate: An intra-laboratory split sample which is used to document the precision of a method in a given sample matrix.

Matrix Spike: An aliquot of a sample spiked with a known concentration of target analyte(s). The spiking occurs prior to sample preparation and analysis. A matrix spike is used to document the bias of a method in a given sample matrix.

Method Blank: An analyte-free matrix to which all reagents are added in the same volumes or proportions as used in sample processing. The method blank should be carried through the complete sample preparation and analytical procedure. The method blank is used to document contamination resulting from the analytical process.

Method Detection Limit (MDL): The minimum concentration of a substance that can be measured and reported with 99% confidence that the analyte concentration is greater than zero and is determined from analysis of a sample in a given matrix type containing the analyte.

Reportable Detection Limit (RDL): The lowest concentration that can be reliably achieved within specified limits of precision and accuracy during routine laboratory operating conditions. For many analytes the RDL analyte concentration is selected as the lowest non-zero standard in the calibration curve. While the RDL is approximately 5 to 10 times the MDL, the RDL for each sample takes into account the sample volume/weight, extract/digestate volume, cleanup procedures and, if applicable, dry weight correction. Sample RDLs are highly matrix-dependent.

Surrogate: An organic compound which is similar to the target analyte(s) in chemical composition and behavior in the analytical process, but which is not normally found in environmental samples. These compounds are spiked into all blanks, standards, and samples prior to analysis. Percent recoveries are calculated for each surrogate.

Continuing Calibration Verification: The calibration relationship established during the initial calibration must be verified at periodic intervals. Concentrations, intervals, and criteria are method specific.



Spectrum Analytical

CHAIN OF CUSTODY RECORD

Special Handling:

- Standard TAT - 7 to 10 business days
- Rush TAT - Date Needed: _____

All TATs subject to laboratory approval
 Min. 24-hr notification needed for rushes
 Samples disposed after 60 days unless otherwise instructed

Page 1 of 2

Project No: 17-258

Report To: AVCC
6308 Fly Rd
East Syracuse, NY 13057

Invoice To: AVCC (pg # 17-258)
Clark@avegap.com

Site Name: Syracuse Side
 Location: Solar St
 Sampler(s): Drew Brasher State: NY

Telephone #: (315) 432-9400
 Project Mgr: Rick M. L. Coon

P.O. No.: _____ Quote #: _____

F=Field Filtered 1=Na₂S₂O₃ 2=HCl 3=H₂SO₄ 4=HNO₃ 5=NaOH 6=Ascorbic Acid
 7=CH₃OH 8=NaHSO₄ 9=Deionized Water 10=H₂PO₄ 11= _____ 12= _____

List Preservative Code below:

QA/QC Reporting Notes:
 * additional charges may apply

DW=Drinking Water GW=Groundwater SW=Surface Water WW=Waste Water
 O=Oil SO=Soil SL=Sludge A=Indoor/Ambient Air SG=Soil Gas
 X1= _____ X2= _____ X3= _____

G=Grab C=Composite

Lab ID:	Sample ID:	Date:	Time:	Type	Matrix	Containers			Temp °C	Observed	Corrected Factor	Condition upon receipt:	Custody Seals:	Present	Intact	Broken
						# of VOA Vials	# of Amber Glass	# of Clear Glass								
42941-01	Soil Pk 01	1/2/18	110	C	SO	2			X	X	X	<input type="checkbox"/> Ambient <input checked="" type="checkbox"/> Refrigerated <input type="checkbox"/> DI VOA Frozen	<input type="checkbox"/> Present	<input type="checkbox"/> Intact	<input type="checkbox"/> Broken	
-02	Soil Pk 02	1/3/18	0845	C	SO	2			X	X	X	<input type="checkbox"/> Ambient <input checked="" type="checkbox"/> Refrigerated <input type="checkbox"/> DI VOA Frozen	<input type="checkbox"/> Present	<input type="checkbox"/> Intact	<input type="checkbox"/> Broken	
-03	SB-01	1/3/18	1349	G	SO	2			X	X	X	<input type="checkbox"/> Ambient <input checked="" type="checkbox"/> Refrigerated <input type="checkbox"/> DI VOA Frozen	<input type="checkbox"/> Present	<input type="checkbox"/> Intact	<input type="checkbox"/> Broken	
-04	SB-02	1/3/18	1451	G	SO	2			X	X	X	<input type="checkbox"/> Ambient <input checked="" type="checkbox"/> Refrigerated <input type="checkbox"/> DI VOA Frozen	<input type="checkbox"/> Present	<input type="checkbox"/> Intact	<input type="checkbox"/> Broken	
-05	SB-03	1/3/18	1507	G	SO	2			X	X	X	<input type="checkbox"/> Ambient <input checked="" type="checkbox"/> Refrigerated <input type="checkbox"/> DI VOA Frozen	<input type="checkbox"/> Present	<input type="checkbox"/> Intact	<input type="checkbox"/> Broken	
-06	SB-05	1/3/18	1642	G	SO	1			X	X	X	<input type="checkbox"/> Ambient <input checked="" type="checkbox"/> Refrigerated <input type="checkbox"/> DI VOA Frozen	<input type="checkbox"/> Present	<input type="checkbox"/> Intact	<input type="checkbox"/> Broken	
-07	SB-07	1/4/18	1155	G	SO	2			X	X	X	<input type="checkbox"/> Ambient <input checked="" type="checkbox"/> Refrigerated <input type="checkbox"/> DI VOA Frozen	<input type="checkbox"/> Present	<input type="checkbox"/> Intact	<input type="checkbox"/> Broken	
-08	SB-09	1/4/18	1310	G	SO	2			X	X	X	<input type="checkbox"/> Ambient <input checked="" type="checkbox"/> Refrigerated <input type="checkbox"/> DI VOA Frozen	<input type="checkbox"/> Present	<input type="checkbox"/> Intact	<input type="checkbox"/> Broken	
-09	SURF-01	1/4/18	0910	C	SO	2			X	X	X	<input type="checkbox"/> Ambient <input checked="" type="checkbox"/> Refrigerated <input type="checkbox"/> DI VOA Frozen	<input type="checkbox"/> Present	<input type="checkbox"/> Intact	<input type="checkbox"/> Broken	
-10	SURF-02	1/4/18	0932	C	SO	2			X	X	X	<input type="checkbox"/> Ambient <input checked="" type="checkbox"/> Refrigerated <input type="checkbox"/> DI VOA Frozen	<input type="checkbox"/> Present	<input type="checkbox"/> Intact	<input type="checkbox"/> Broken	

Relinquished by: Drew Brasher Received by: Felix Allen

Date: 1/5/18 Time: 2100

Temp °C: 1.8

EDD format: PDF and Excel

Observed: 1.8 E-mail to: clark@avegap.com

Corrected Factor: 0 dbrasher@avegap.com

Condition upon receipt: Ambient Refrigerated DI VOA Frozen

Custody Seals: Present Intact Broken

Sample shipping address: 11 Almgren Drive • Agawam, MA 01001 • 413-789-9018 • www.EurofinsUS.com/Spectrum

SC 42941



Spectrum Analytical

CHAIN OF CUSTODY RECORD

Page 2 of 2

Special Handling:

- Standard TAT - 7 to 10 business days
- Rush TAT - Date Needed: _____

All TATs subject to laboratory approval.
Min. 24-hr notification needed for rushes.
*Samples disposed after 30 days unless otherwise instructed.

54229412

Report To: AFCC Invoice To: _____
 Project Mgr: Rich Mckone P.O. No.: _____
 Telephone #: (351) 432-9400 Quote #: _____
 Project Name: _____
 Location: Spruce Lake State: NY
 Sampler(s): Don Bradner

F=Field Filtered 1=Na₂SO₃ 2=HCl 3=H₂SO₄ 4=HNO₃ 5=NaOH 6=Ascorbic Acid
 7=CH₃OH 8=NaHSO₄ 9=Deionized Water 10=H₂O₂ 11= _____ 12= _____

DW=Drinking Water GW=Groundwater SW=Surface Water WW=Waste Water
 O=Oil SO=Soil SL=Sludge A=Indoor/Ambient Air SG=Soil Gas
 XI= _____ X2= _____ X3= _____

Lab ID:	Sample ID:	Date:	Time:	Type	Matrix	Containers				Analysis	Check if chlorinated
						# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic		
412941	SURF-03	1/4/18	0947	C	SO	2	2			STARS 8270 SVCS	<input type="checkbox"/>
↓ 40912	SURF-04	1/4/18	1002	C	SO	2				RCPA 8 Metals	<input type="checkbox"/>
										8082 PCBs	<input type="checkbox"/>
										STARS 8200 VOLS	<input type="checkbox"/>
										8200 VOLS (FW)	<input type="checkbox"/>

Relinquished by: Don Bradner Received by: _____ Date: 1/5/18 Time: 21100
 Temp °C: _____ EDD format: E-mail to: rdmckone@afcc.com
 Corrosion Factor: _____ Corrosion Factor: _____
 IR ID #: _____

Condition upon receipt: Ambient Iced Refrigerated DI VOA Frozen Soil Jar Frozen
 Custody Seals: Present Intact Broken
 QA/QC Reporting Notes: *additional charges may apply

FedEx Package US Airbill

Express

FedEx Tracking Number **8116 7330 4760**

1 From

Date 1/5/18

Sender's Name Diana Barber Phone 315 432-4400

Company AECL

Address 16308 Fly Road

City East Syracuse State NY ZIP 13057

2 Your Internal Billing Reference

17-258

3 To

Recipient's Name Sample Brewery Phone 413 789-9018

Company Evans / Spectrum Analytical

Address 11 Allison Drive Dept./Floor/Suite/Room _____

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address _____ City Agawam State MA ZIP 01001

Use this line for the HOLD location address or for continuation of your shipping address.



8116 7330 4760

Form 1010 **0200**

4 Express Package Service

*To meet locations.

Packages up to 150 lbs. For packages over 150 lbs., see the FedEx Express Freight US Airbill.

Next Business Day

FedEx First Overnight
Expedited next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.

FedEx Priority Overnight
Next business morning. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.

FedEx Standard Overnight
Next business afternoon. Saturday Delivery NOT available.

2 or 3 Business Days

FedEx 2Day A.M.
Second Delivery NOT available.

FedEx 2Day
Next business afternoon. Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.

FedEx Express Saver
Saturday Delivery NOT available.

5 Packaging

*Declared value limit \$500.

FedEx Envelope* FedEx Pak* FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service Guide.

Saturday Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day A.M. or FedEx Express Saver.

No Signature Required
Packages may be left without obtaining a signature for delivery.

Direct Signature
Someone at recipient's address may sign for delivery.

Indirect Signature
If one is someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods?
One box must be checked: Yes No

Restricted items
As per restricted Shipper's Declaration.

Dry Ice
Dry Ice, UN 1845

Cargo Aircraft Only

Restrictions apply for dangerous goods—see the current FedEx Service Guide.

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.

Sender Recipient Third Party Credit Card Cash/Check

Total Packages _____ Total Weight _____ lbs.

Credit Card Auth. Obtain receipt Acct. No.

644

Your liability is limited to US\$100 unless you declare a higher value. See the current FedEx Service Guide for details.

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Batch Summary

1800269

Total Metals by EPA 6000/7000 Series Methods

1800269-BLK1
1800269-SRM1
1800269-SRM2
SC42941-01 (Soil Pile 01)
SC42941-02 (Soil Pile 02)
SC42941-09 (SURF-01)
SC42941-10 (SURF-02)
SC42941-11 (SURF-03)
SC42941-12 (SURF-04)

1800270

Total Metals by EPA 6000/7000 Series Methods

1800270-BLK1
1800270-SRM1
SC42941-01 (Soil Pile 01)
SC42941-02 (Soil Pile 02)
SC42941-09 (SURF-01)
SC42941-10 (SURF-02)
SC42941-11 (SURF-03)
SC42941-12 (SURF-04)

1800278

Semivolatile Organic Compounds by GCMS

1800278-BLK1
1800278-BS1
1800278-BSD1
SC42941-02 (Soil Pile 02)
SC42941-03 (SB-01)
SC42941-04 (SB-02)
SC42941-05 (SB-03)
SC42941-06 (SB-05)
SC42941-07 (SB-07)
SC42941-08 (SB-09)
SC42941-09 (SURF-01)
SC42941-10 (SURF-02)
SC42941-11 (SURF-03)
SC42941-12 (SURF-04)

1800308

General Chemistry Parameters

SC42941-01 (Soil Pile 01)
SC42941-02 (Soil Pile 02)
SC42941-03 (SB-01)
SC42941-04 (SB-02)
SC42941-05 (SB-03)
SC42941-06 (SB-05)
SC42941-07 (SB-07)
SC42941-08 (SB-09)
SC42941-09 (SURF-01)
SC42941-10 (SURF-02)

SC42941-11 (SURF-03)

SC42941-12 (SURF-04)

1800329

Volatile Organic Compounds

1800329-BLK1
1800329-BS1
1800329-BSD1
1800329-MS1
1800329-MSD1
SC42941-04 (SB-02)
SC42941-05 (SB-03)

1800428

Semivolatile Organic Compounds by GCMS

1800428-BLK1
1800428-BS1
1800428-BSD1
SC42941-01 (Soil Pile 01)

1800429

Semivolatile Organic Compounds by GC

1800429-BLK1
1800429-BS1
1800429-BSD1
SC42941-01 (Soil Pile 01)
SC42941-02 (Soil Pile 02)
SC42941-09 (SURF-01)
SC42941-10 (SURF-02)
SC42941-11 (SURF-03)
SC42941-12 (SURF-04)

1800435

Volatile Organic Compounds

1800435-BLK1
1800435-BS1
1800435-BSD1
SC42941-03 (SB-01)
SC42941-07 (SB-07)
SC42941-08 (SB-09)

1800645

Volatile Organic Compounds

1800645-BLK1
1800645-BS1
1800645-BSD1
1800645-MS1
1800645-MSD1
SC42941-06 (SB-05)

S710445Semivolatile Organic Compounds by GC

S710445-CAL1
S710445-CAL2
S710445-CAL3
S710445-CAL4
S710445-CAL5
S710445-CAL6
S710445-CAL7
S710445-CAL8
S710445-CAL9
S710445-CALA
S710445-CALB
S710445-CALC
S710445-CALD
S710445-CALE
S710445-CALF
S710445-CALG
S710445-CALH
S710445-CALI
S710445-CALJ
S710445-CALK
S710445-CALL
S710445-CALM
S710445-CALN
S710445-CALO
S710445-CALP
S710445-CALQ
S710445-CALR
S710445-CALS
S710445-CALT
S710445-CALU
S710445-ICV1
S710445-ICV2
S710445-ICV3
S710445-ICV4
S710445-ICV5
S710445-ICV6
S710445-LCV1
S710445-LCV2
S710445-LCV3
S710445-LCV4
S710445-LCV5
S710445-LCV6

S710689Volatile Organic Compounds

S710689-CAL1
S710689-CAL2
S710689-CAL3
S710689-CAL4
S710689-CAL5
S710689-CAL6
S710689-CAL7
S710689-CAL8

S710689-CAL9
S710689-ICV1
S710689-LCV1
S710689-LCV2
S710689-LCV3
S710689-TUN1

S711008Semivolatile Organic Compounds by GCMS

S711008-CAL1
S711008-CAL2
S711008-CAL3
S711008-CAL4
S711008-CAL5
S711008-CAL6
S711008-CAL7
S711008-CAL8
S711008-CAL9
S711008-CALA
S711008-ICV1
S711008-LCV1
S711008-LCV2
S711008-TUN1

S815731Volatile Organic Compounds

S815731-CAL1
S815731-CAL2
S815731-CAL3
S815731-CAL4
S815731-CAL5
S815731-CAL6
S815731-CAL7
S815731-CAL8
S815731-CAL9
S815731-ICV1
S815731-LCV1
S815731-TUN1

S815841Volatile Organic Compounds

S815841-CCV1
S815841-TUN1

S815845Semivolatile Organic Compounds by GCMS

S815845-CCV1
S815845-TUN1

S815887Semivolatile Organic Compounds by GCMS

S815887-CCV1
S815887-TUN1

S815918*Volatile Organic Compounds*

S815918-CCV1

S815918-TUN1

S816059*Semivolatile Organic Compounds by GCMS*

S816059-CCV1

S816059-TUN1

S815978*Semivolatile Organic Compounds by GC*

S815978-CCV1

S815978-CCV2

S815978-CCV3

S815978-CCV4

S815978-IBL1

S815978-IBL2

S815978-IBL3

S815979*Semivolatile Organic Compounds by GCMS*

S815979-CCV1

S815979-TUN1

S815980*Semivolatile Organic Compounds by GCMS*

S815980-CCV1

S815980-TUN1

S815994*Volatile Organic Compounds*

S815994-CAL1

S815994-CAL2

S815994-CAL3

S815994-CAL4

S815994-CAL5

S815994-CAL6

S815994-CAL7

S815994-CAL8

S815994-CAL9

S815994-ICV1

S815994-LCV1

S815994-LCV2

S815994-LCV3

S815994-TUN1

S815999*Volatile Organic Compounds*

S815999-CCV1

S815999-TUN1

S816005*Semivolatile Organic Compounds by GCMS*

S816005-CCV1

S816005-TUN1

Laboratory Report
SC42975

AECC Environmental Consulting
 6308 Fly Road
 East Syracuse, NY 13057
 Attn: Rich McKenna

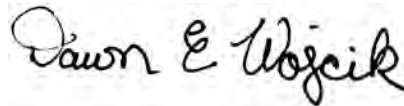
Project: Syracuse Scale - Solar St - NY
 Project #: 17-258

I attest that the information contained within the report has been reviewed for accuracy and checked against the quality control requirements for each method. These results relate only to the sample(s) as received.
 All applicable NELAC requirements have been met.

- Massachusetts # M-MA138/MA1110
- Connecticut # PH-0777
- Florida # E87936
- Maine # MA138
- New Hampshire # 2972/2538
- New Jersey # MA011
- New York # 11393
- Pennsylvania # 68-04426/68-02924
- Rhode Island # LAO00348
- USDA # P330-15-00375
- Vermont # VT-11393



Authorized by:
 Dawn Wojcik
 Laboratory Director



Eurofins Spectrum Analytical holds primary NELAC certification in the State of New York for the analytes as indicated with an X in the "Cert." column within this report. Please note that the State of New York does not offer certification for all analytes. Please refer to our website for specific certification holdings in each state.

Please note that this report contains 36 pages of analytical data plus Chain of Custody document(s). When the Laboratory Report is indicated as revised, this report supersedes any previously dated reports for the laboratory ID(s) referenced above. Where this report identifies subcontracted analyses, copies of the subcontractor's test report are available upon request. This report may not be reproduced, except in full, without written approval from Eurofins Spectrum Analytical, Inc.

Eurofins Spectrum Analytical, Inc. is a NELAC accredited laboratory organization and meets NELAC testing standards. Use of the NELAC logo however does not insure that Eurofins Spectrum Analytical, Inc. is currently accredited for the specific method or analyte indicated. Please refer to our Quality web page at www.spectrum-analytical.com for a full listing of our current certifications and fields of accreditation. States in which Eurofins Spectrum Analytical, Inc. holds NELAC certification are New York, New Hampshire, New Jersey, Pennsylvania and Florida. All analytical work for Volatile Organic and Air analysis are transferred to and conducted at our 830 Silver Street location (PA-68-04426).

Please contact the Laboratory or Technical Director at 800-789-9115 with any questions regarding the data contained in this laboratory report.

Sample Summary

Work Order: SC42975
Project: Syracuse Scale - Solar St - NY
Project Number: 17-258

<u>Laboratory ID</u>	<u>Client Sample ID</u>	<u>Matrix</u>	<u>Date Sampled</u>	<u>Date Received</u>
SC42975-01	TW-01	Ground Water	08-Jan-18 10:14	09-Jan-18 16:35
SC42975-02	TW-02	Ground Water	08-Jan-18 11:14	09-Jan-18 16:35
SC42975-03	TW-03	Ground Water	08-Jan-18 11:52	09-Jan-18 16:35
SC42975-04	TW-04	Ground Water	08-Jan-18 13:35	09-Jan-18 16:35
SC42975-05	TW-05	Ground Water	08-Jan-18 14:39	09-Jan-18 16:35
SC42975-06	Trip Blank	Aqueous	08-Jan-18 00:00	09-Jan-18 16:35

CASE NARRATIVE:

Data has been reported to the RDL. This report excludes estimated concentrations detected below the RDL and above the MDL (J-Flag).

All non-detects and all results below the reporting limit are reported as "<" (less than) the reporting limit in this report.

The samples were received 5.9 degrees Celsius, please refer to the Chain of Custody for details specific to temperature upon receipt. An infrared thermometer with a tolerance of +/- 1.0 degrees Celsius was used immediately upon receipt of the samples.

If a Matrix Spike (MS), Matrix Spike Duplicate (MSD) or Duplicate (DUP) was not requested on the Chain of Custody, method criteria may have been fulfilled with a source sample not of this Sample Delivery Group. If method or program required MS/MSD/Dup were not performed, sufficient sample was not provided to the laboratory.

See below for any non-conformances and issues relating to quality control samples and/or sample analysis/matrix.

SW846 8260C

Calibration:

1801052

Analyte quantified by quadratic equation type calibration.

1,1,1,2-Tetrachloroethane
1,2-Dibromo-3-chloropropane
Bromodichloromethane
Bromoform
Carbon tetrachloride
cis-1,3-Dichloropropene
Dibromochloromethane
Naphthalene
trans-1,3-Dichloropropene
trans-1,4-Dichloro-2-butene
Vinyl chloride

This affected the following samples:

1800522-BLK1
1800522-BS1
1800522-BSD1
1800589-BLK1
1800589-BS1
1800589-BSD1
S815896-ICV1
S815952-CCV1
S815976-CCV1
Trip Blank
TW-01
TW-02
TW-03
TW-04
TW-05

Laboratory Control Samples:

1800589 BS/BSD

2,2-Dichloropropane percent recoveries (133/127) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

TW-03

SW846 8260C

Laboratory Control Samples:

1800589 BS/BSD

Hexachlorobutadiene percent recoveries (127/132) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

TW-03

Samples:

S815976-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

1,3,5-Trimethylbenzene (21.6%)
2,2-Dichloropropane (27.4%)
2-Chlorotoluene (21.1%)
Ethylbenzene (21.1%)
Hexachlorobutadiene (31.9%)
Isopropylbenzene (20.8%)
n-Butylbenzene (26.2%)
n-Propylbenzene (21.6%)
sec-Butylbenzene (23.7%)
Styrene (22.3%)
tert-Butylbenzene (23.8%)

This affected the following samples:

1800589-BLK1
1800589-BS1
1800589-BSD1
TW-03

SC42975-02 *TW-02*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

Sample Acceptance Check Form

Client: AECC Environmental Consulting
 Project: Syracuse Scale - Solar St - NY / 17-258
 Work Order: SC42975
 Sample(s) received on: 1/9/2018

The following outlines the condition of samples for the attached Chain of Custody upon receipt.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
Were custody seals present?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were custody seals intact?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples received at a temperature of $\leq 6^{\circ}\text{C}$?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples cooled on ice upon transfer to laboratory representative?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were sample containers received intact?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples properly labeled (labels affixed to sample containers and include sample ID, site location, and/or project number and the collection date)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples accompanied by a Chain of Custody document?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does Chain of Custody document include proper, full, and complete documentation, which shall include sample ID, site location, and/or project number, date and time of collection, collector's name, preservation type, sample matrix and any special remarks concerning the sample?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did sample container labels agree with Chain of Custody document?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples received within method-specific holding times?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Summary of Hits

Lab ID: SC42975-02

Client ID: TW-02

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
1,2,4-Trimethylbenzene	217	D	5.00	µg/l	SW846 8260C
4-Isopropyltoluene	10.1	D	5.00	µg/l	SW846 8260C
Benzene	16.0	D	5.00	µg/l	SW846 8260C
Ethylbenzene	75.6	D	5.00	µg/l	SW846 8260C
Isopropylbenzene	28.7	D	5.00	µg/l	SW846 8260C
m,p-Xylene	14.0	D	10.0	µg/l	SW846 8260C
Naphthalene	53.4	D	5.00	µg/l	SW846 8260C
n-Butylbenzene	8.25	D	5.00	µg/l	SW846 8260C
n-Propylbenzene	32.5	D	5.00	µg/l	SW846 8260C
sec-Butylbenzene	7.70	D	5.00	µg/l	SW846 8260C

Lab ID: SC42975-05

Client ID: TW-05

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
Benzene	6.51		1.00	µg/l	SW846 8260C
Ethylbenzene	3.11		1.00	µg/l	SW846 8260C
Isopropylbenzene	6.26		1.00	µg/l	SW846 8260C
Naphthalene	1.90		1.00	µg/l	SW846 8260C
n-Propylbenzene	3.08		1.00	µg/l	SW846 8260C
sec-Butylbenzene	1.68		1.00	µg/l	SW846 8260C
tert-Butylbenzene	1.46		1.00	µg/l	SW846 8260C

Please note that because there are no reporting limits associated with hazardous waste characterizations or micro analyses, this summary does not include hits from these analyses if included in this work order.

Sample Identification

TW-01

SC42975-01

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 10:14

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
Volatile Organic Compounds													
<u>Volatile Organic Compounds by SW846 8260</u>													
<u>Prepared by method SW846 5030 Water MS</u>													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.00		µg/l	1.00	0.53	1	SW846 8260C	15-Jan-18	16-Jan-18	GMA	1800522	X
67-64-1	Acetone	< 10.0		µg/l	10.0	0.80	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.50		µg/l	0.50	0.47	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
74-97-5	Bromochloromethane	< 1.00		µg/l	1.00	0.34	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.50		µg/l	0.50	0.42	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.00		µg/l	1.00	0.42	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.00		µg/l	2.00	0.90	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 2.00		µg/l	2.00	1.07	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.00		µg/l	1.00	0.41	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.00		µg/l	2.00	0.41	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.00		µg/l	1.00	0.44	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.00		µg/l	1.00	0.25	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.00		µg/l	2.00	0.59	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.00		µg/l	2.00	0.37	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.00		µg/l	2.00	0.86	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.50		µg/l	0.50	0.32	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.50		µg/l	0.50	0.20	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.00		µg/l	1.00	0.31	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.00		µg/l	1.00	0.31	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.00		µg/l	1.00	0.27	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.00		µg/l	2.00	0.58	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.00		µg/l	1.00	0.69	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.00		µg/l	1.00	0.21	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.00		µg/l	1.00	0.42	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.00		µg/l	1.00	0.58	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.50		µg/l	0.50	0.36	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.50		µg/l	0.50	0.35	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.50		µg/l	0.50	0.47	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 2.00		µg/l	2.00	0.53	1	"	"	"	"	"	X

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Sample Identification

TW-01

SC42975-01

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 10:14

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
Volatile Organic Compounds													
<u>Volatile Organic Compounds by SW846 8260</u>													
98-82-8	Isopropylbenzene	< 1.00		µg/l	1.00	0.36	1	SW846 8260C	15-Jan-18	16-Jan-18	GMA	1800522	X
99-87-6	4-Isopropyltoluene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.00		µg/l	1.00	0.24	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 2.00		µg/l	2.00	0.52	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.00		µg/l	2.00	0.66	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.00		µg/l	1.00	0.35	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.00		µg/l	1.00	0.34	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.00		µg/l	1.00	0.40	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.50		µg/l	0.50	0.33	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.00		µg/l	1.00	0.57	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.00		µg/l	1.00	0.30	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.00		µg/l	1.00	0.30	1	"	"	"	"	"	X
71-55-6	1,1,1-Trichloroethane	< 1.00		µg/l	1.00	0.51	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.00		µg/l	1.00	0.50	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.00		µg/l	1.00	0.49	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.00		µg/l	1.00	0.36	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.00		µg/l	1.00	0.43	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.00		µg/l	1.00	0.47	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.00		µg/l	2.00	0.38	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.00		µg/l	2.00	1.06	1	"	"	"	"	"	X
60-29-7	Ethyl ether	< 1.00		µg/l	1.00	0.37	1	"	"	"	"	"	X
994-05-8	Tert-amyl methyl ether	< 1.00		µg/l	1.00	0.49	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	5.90	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	11.4	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-butene	< 5.00		µg/l	5.00	0.82	1	"	"	"	"	"	X
64-17-5	Ethanol	< 200		µg/l	200	30.9	1	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	100			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	101			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	100			70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	103			70-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3510C

83-32-9	Acenaphthene	< 4.72		µg/l	4.72	0.652	1	SW846 8270D	12-Jan-18	18-Jan-18	MSL	1800431	X
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Sample Identification

TW-01

SC42975-01

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 10:14

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
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Semivolatile Organic Compounds by GCMSPAHs by SW846 8270

208-96-8	Acenaphthylene	< 4.72		µg/l	4.72	0.644	1	SW846 8270D	12-Jan-18	18-Jan-18	MSL	1800431	X
120-12-7	Anthracene	< 4.72		µg/l	4.72	0.574	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 4.72		µg/l	4.72	0.506	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 4.72		µg/l	4.72	0.530	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 4.72		µg/l	4.72	0.412	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 4.72		µg/l	4.72	0.500	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 4.72		µg/l	4.72	0.453	1	"	"	"	"	"	X
218-01-9	Chrysene	< 4.72		µg/l	4.72	0.502	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 4.72		µg/l	4.72	0.425	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 4.72		µg/l	4.72	0.602	1	"	"	"	"	"	X
86-73-7	Fluorene	< 4.72		µg/l	4.72	0.577	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 4.72		µg/l	4.72	0.547	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 4.72		µg/l	4.72	0.692	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 4.72		µg/l	4.72	0.542	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 4.72		µg/l	4.72	0.646	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 4.72		µg/l	4.72	0.553	1	"	"	"	"	"	X
129-00-0	Pyrene	< 4.72		µg/l	4.72	0.575	1	"	"	"	"	"	X

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	55			30-130 %			"	"	"	"	"	
1718-51-0	Terphenyl-dl4	79			30-130 %			"	"	"	"	"	
4165-60-0	Nitrobenzene-d5	45			30-130 %			"	"	"	"	"	

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Sample Identification

TW-02

SC42975-02

Client Project

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 11:14

Received

09-Jan-18

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds by SW846 8260													
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 5.00	D	µg/l	5.00	2.66	5	SW846 8260C	15-Jan-18	16-Jan-18	GMA	1800522	X
67-64-1	Acetone	< 50.0	D	µg/l	50.0	4.02	5	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 2.50	D	µg/l	2.50	2.33	5	"	"	"	"	"	X
71-43-2	Benzene	16.0	D	µg/l	5.00	1.42	5	"	"	"	"	"	X
108-86-1	Bromobenzene	< 5.00	D	µg/l	5.00	1.66	5	"	"	"	"	"	X
74-97-5	Bromochloromethane	< 5.00	D	µg/l	5.00	1.69	5	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 2.50	D	µg/l	2.50	2.08	5	"	"	"	"	"	X
75-25-2	Bromoform	< 5.00	D	µg/l	5.00	2.12	5	"	"	"	"	"	X
74-83-9	Bromomethane	< 10.0	D	µg/l	10.0	4.48	5	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0	D	µg/l	10.0	5.35	5	"	"	"	"	"	X
104-51-8	n-Butylbenzene	8.25	D	µg/l	5.00	2.06	5	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	7.70	D	µg/l	5.00	1.63	5	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 5.00	D	µg/l	5.00	1.58	5	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 10.0	D	µg/l	10.0	2.06	5	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 5.00	D	µg/l	5.00	2.18	5	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 5.00	D	µg/l	5.00	1.24	5	"	"	"	"	"	X
75-00-3	Chloroethane	< 10.0	D	µg/l	10.0	2.94	5	"	"	"	"	"	X
67-66-3	Chloroform	< 5.00	D	µg/l	5.00	1.63	5	"	"	"	"	"	X
74-87-3	Chloromethane	< 10.0	D	µg/l	10.0	1.84	5	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 5.00	D	µg/l	5.00	1.58	5	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 5.00	D	µg/l	5.00	1.58	5	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 10.0	D	µg/l	10.0	4.32	5	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 2.50	D	µg/l	2.50	1.58	5	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 2.50	D	µg/l	2.50	1.01	5	"	"	"	"	"	X
74-95-3	Dibromomethane	< 5.00	D	µg/l	5.00	1.54	5	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.00	D	µg/l	5.00	1.38	5	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.00	D	µg/l	5.00	1.57	5	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.00	D	µg/l	5.00	1.36	5	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 10.0	D	µg/l	10.0	2.92	5	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 5.00	D	µg/l	5.00	1.62	5	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 5.00	D	µg/l	5.00	1.38	5	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 5.00	D	µg/l	5.00	3.46	5	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 5.00	D	µg/l	5.00	1.64	5	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 5.00	D	µg/l	5.00	1.88	5	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 5.00	D	µg/l	5.00	1.46	5	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 5.00	D	µg/l	5.00	1.07	5	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 5.00	D	µg/l	5.00	2.09	5	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 5.00	D	µg/l	5.00	2.89	5	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 2.50	D	µg/l	2.50	1.80	5	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 2.50	D	µg/l	2.50	1.74	5	"	"	"	"	"	X
100-41-4	Ethylbenzene	75.6	D	µg/l	5.00	1.64	5	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 2.50	D	µg/l	2.50	2.35	5	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0	D	µg/l	10.0	2.64	5	"	"	"	"	"	X

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Sample Identification

TW-02

SC42975-02

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 11:14

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
Volatile Organic Compounds													
<u>Volatile Organic Compounds by SW846 8260</u>													
GS1													
98-82-8	Isopropylbenzene	28.7	D	µg/l	5.00	1.80	5	SW846 8260C	15-Jan-18	16-Jan-18	GMA	1800522	X
99-87-6	4-Isopropyltoluene	10.1	D	µg/l	5.00	1.40	5	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 5.00	D	µg/l	5.00	1.18	5	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0	D	µg/l	10.0	2.58	5	"	"	"	"	"	X
75-09-2	Methylene chloride	< 10.0	D	µg/l	10.0	3.30	5	"	"	"	"	"	X
91-20-3	Naphthalene	53.4	D	µg/l	5.00	1.76	5	"	"	"	"	"	X
103-65-1	n-Propylbenzene	32.5	D	µg/l	5.00	1.72	5	"	"	"	"	"	X
100-42-5	Styrene	< 5.00	D	µg/l	5.00	2.02	5	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 5.00	D	µg/l	5.00	1.89	5	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 2.50	D	µg/l	2.50	1.65	5	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 5.00	D	µg/l	5.00	2.85	5	"	"	"	"	"	X
108-88-3	Toluene	< 5.00	D	µg/l	5.00	1.50	5	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 5.00	D	µg/l	5.00	1.88	5	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.00	D	µg/l	5.00	1.89	5	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 5.00	D	µg/l	5.00	1.48	5	"	"	"	"	"	X
71-55-6	1,1,1-Trichloroethane	< 5.00	D	µg/l	5.00	2.54	5	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 5.00	D	µg/l	5.00	1.65	5	"	"	"	"	"	X
79-01-6	Trichloroethene	< 5.00	D	µg/l	5.00	2.48	5	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 5.00	D	µg/l	5.00	2.44	5	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 5.00	D	µg/l	5.00	1.46	5	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	217	D	µg/l	5.00	1.78	5	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 5.00	D	µg/l	5.00	2.16	5	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 5.00	D	µg/l	5.00	2.36	5	"	"	"	"	"	X
179601-23-1	m,p-Xylene	14.0	D	µg/l	10.0	1.90	5	"	"	"	"	"	X
95-47-6	o-Xylene	< 5.00	D	µg/l	5.00	1.42	5	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 10.0	D	µg/l	10.0	5.30	5	"	"	"	"	"	X
60-29-7	Ethyl ether	< 5.00	D	µg/l	5.00	1.87	5	"	"	"	"	"	X
994-05-8	Tert-amyl methyl ether	< 5.00	D	µg/l	5.00	2.46	5	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 5.00	D	µg/l	5.00	1.66	5	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 5.00	D	µg/l	5.00	1.43	5	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 50.0	D	µg/l	50.0	29.5	5	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 100	D	µg/l	100	57.0	5	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-butene	< 25.0	D	µg/l	25.0	4.10	5	"	"	"	"	"	X
64-17-5	Ethanol	< 1000	D	µg/l	1000	154	5	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	101			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	101			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	98			70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	100			70-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3510C

83-32-9	Acenaphthene	< 4.72		µg/l	4.72	0.652	1	SW846 8270D	12-Jan-18	18-Jan-18	MSL	1800431	X
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Sample Identification

TW-02

SC42975-02

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 11:14

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
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Semivolatile Organic Compounds by GCMSPAHs by SW846 8270

208-96-8	Acenaphthylene	< 4.72		µg/l	4.72	0.644	1	SW846 8270D	12-Jan-18	18-Jan-18	MSL	1800431	X
120-12-7	Anthracene	< 4.72		µg/l	4.72	0.574	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 4.72		µg/l	4.72	0.506	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 4.72		µg/l	4.72	0.530	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 4.72		µg/l	4.72	0.412	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 4.72		µg/l	4.72	0.500	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 4.72		µg/l	4.72	0.453	1	"	"	"	"	"	X
218-01-9	Chrysene	< 4.72		µg/l	4.72	0.502	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 4.72		µg/l	4.72	0.425	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 4.72		µg/l	4.72	0.602	1	"	"	"	"	"	X
86-73-7	Fluorene	< 4.72		µg/l	4.72	0.577	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 4.72		µg/l	4.72	0.547	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 4.72		µg/l	4.72	0.692	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 4.72		µg/l	4.72	0.542	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 4.72		µg/l	4.72	0.646	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 4.72		µg/l	4.72	0.553	1	"	"	"	"	"	X
129-00-0	Pyrene	< 4.72		µg/l	4.72	0.575	1	"	"	"	"	"	X

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	25			30-130 %			"	"	"	"	"	
1718-51-0	Terphenyl-dl4	44			30-130 %			"	"	"	"	"	
4165-60-0	Nitrobenzene-d5	20			30-130 %			"	"	"	"	"	

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Sample Identification

TW-03

SC42975-03

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 11:52

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
Volatile Organic Compounds													
<u>Volatile Organic Compounds by SW846 8260</u>													
<u>Prepared by method SW846 5030 Water MS</u>													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.00		µg/l	1.00	0.53	1	SW846 8260C	16-Jan-18	16-Jan-18	GMA	1800589	X
67-64-1	Acetone	< 10.0		µg/l	10.0	0.80	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.50		µg/l	0.50	0.47	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
74-97-5	Bromochloromethane	< 1.00		µg/l	1.00	0.34	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.50		µg/l	0.50	0.42	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.00		µg/l	1.00	0.42	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.00		µg/l	2.00	0.90	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 2.00		µg/l	2.00	1.07	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.00		µg/l	1.00	0.41	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.00		µg/l	2.00	0.41	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.00		µg/l	1.00	0.44	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.00		µg/l	1.00	0.25	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.00		µg/l	2.00	0.59	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.00		µg/l	2.00	0.37	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.00		µg/l	2.00	0.86	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.50		µg/l	0.50	0.32	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.50		µg/l	0.50	0.20	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.00		µg/l	1.00	0.31	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.00		µg/l	1.00	0.31	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.00		µg/l	1.00	0.27	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.00		µg/l	2.00	0.58	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.00		µg/l	1.00	0.69	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.00		µg/l	1.00	0.21	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.00		µg/l	1.00	0.42	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.00		µg/l	1.00	0.58	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.50		µg/l	0.50	0.36	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.50		µg/l	0.50	0.35	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.50		µg/l	0.50	0.47	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 2.00		µg/l	2.00	0.53	1	"	"	"	"	"	X

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Sample Identification

TW-03

SC42975-03

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 11:52

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
Volatile Organic Compounds													
<u>Volatile Organic Compounds by SW846 8260</u>													
98-82-8	Isopropylbenzene	< 1.00		µg/l	1.00	0.36	1	SW846 8260C	16-Jan-18	16-Jan-18	GMA	1800589	X
99-87-6	4-Isopropyltoluene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.00		µg/l	1.00	0.24	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 2.00		µg/l	2.00	0.52	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.00		µg/l	2.00	0.66	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.00		µg/l	1.00	0.35	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.00		µg/l	1.00	0.34	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.00		µg/l	1.00	0.40	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.50		µg/l	0.50	0.33	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.00		µg/l	1.00	0.57	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.00		µg/l	1.00	0.30	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.00		µg/l	1.00	0.30	1	"	"	"	"	"	X
71-55-6	1,1,1-Trichloroethane	< 1.00		µg/l	1.00	0.51	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.00		µg/l	1.00	0.50	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.00		µg/l	1.00	0.49	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.00		µg/l	1.00	0.36	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.00		µg/l	1.00	0.43	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.00		µg/l	1.00	0.47	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.00		µg/l	2.00	0.38	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.00		µg/l	2.00	1.06	1	"	"	"	"	"	X
60-29-7	Ethyl ether	< 1.00		µg/l	1.00	0.37	1	"	"	"	"	"	X
994-05-8	Tert-amyl methyl ether	< 1.00		µg/l	1.00	0.49	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	5.90	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	11.4	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-butene	< 5.00		µg/l	5.00	0.82	1	"	"	"	"	"	X
64-17-5	Ethanol	< 200		µg/l	200	30.9	1	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	99			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	101			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	100			70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	104			70-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3510C

83-32-9	Acenaphthene	< 4.72		µg/l	4.72	0.652	1	SW846 8270D	12-Jan-18	18-Jan-18	MSL	1800431	X
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Sample Identification

TW-03

SC42975-03

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 11:52

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
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Semivolatile Organic Compounds by GCMSPAHs by SW846 8270

208-96-8	Acenaphthylene	< 4.72		µg/l	4.72	0.644	1	SW846 8270D	12-Jan-18	18-Jan-18	MSL	1800431	X
120-12-7	Anthracene	< 4.72		µg/l	4.72	0.574	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 4.72		µg/l	4.72	0.506	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 4.72		µg/l	4.72	0.530	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 4.72		µg/l	4.72	0.412	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 4.72		µg/l	4.72	0.500	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 4.72		µg/l	4.72	0.453	1	"	"	"	"	"	X
218-01-9	Chrysene	< 4.72		µg/l	4.72	0.502	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 4.72		µg/l	4.72	0.425	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 4.72		µg/l	4.72	0.602	1	"	"	"	"	"	X
86-73-7	Fluorene	< 4.72		µg/l	4.72	0.577	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 4.72		µg/l	4.72	0.547	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 4.72		µg/l	4.72	0.692	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 4.72		µg/l	4.72	0.542	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 4.72		µg/l	4.72	0.646	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 4.72		µg/l	4.72	0.553	1	"	"	"	"	"	X
129-00-0	Pyrene	< 4.72		µg/l	4.72	0.575	1	"	"	"	"	"	X

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	49			30-130 %			"	"	"	"	"	
1718-51-0	Terphenyl-dl4	70			30-130 %			"	"	"	"	"	
4165-60-0	Nitrobenzene-d5	43			30-130 %			"	"	"	"	"	

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Sample Identification

TW-04

SC42975-04

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 13:35

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
Volatile Organic Compounds													
<u>Volatile Organic Compounds by SW846 8260</u>													
<u>Prepared by method SW846 5030 Water MS</u>													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.00		µg/l	1.00	0.53	1	SW846 8260C	15-Jan-18	16-Jan-18	GMA	1800522	X
67-64-1	Acetone	< 10.0		µg/l	10.0	0.80	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.50		µg/l	0.50	0.47	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
74-97-5	Bromochloromethane	< 1.00		µg/l	1.00	0.34	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.50		µg/l	0.50	0.42	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.00		µg/l	1.00	0.42	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.00		µg/l	2.00	0.90	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 2.00		µg/l	2.00	1.07	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.00		µg/l	1.00	0.41	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.00		µg/l	2.00	0.41	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.00		µg/l	1.00	0.44	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.00		µg/l	1.00	0.25	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.00		µg/l	2.00	0.59	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.00		µg/l	2.00	0.37	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.00		µg/l	2.00	0.86	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.50		µg/l	0.50	0.32	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.50		µg/l	0.50	0.20	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.00		µg/l	1.00	0.31	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.00		µg/l	1.00	0.31	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.00		µg/l	1.00	0.27	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.00		µg/l	2.00	0.58	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.00		µg/l	1.00	0.69	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.00		µg/l	1.00	0.21	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.00		µg/l	1.00	0.42	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.00		µg/l	1.00	0.58	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.50		µg/l	0.50	0.36	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.50		µg/l	0.50	0.35	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.50		µg/l	0.50	0.47	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 2.00		µg/l	2.00	0.53	1	"	"	"	"	"	X

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Sample Identification

TW-04

SC42975-04

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 13:35

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
Volatile Organic Compounds													
<u>Volatile Organic Compounds by SW846 8260</u>													
98-82-8	Isopropylbenzene	< 1.00		µg/l	1.00	0.36	1	SW846 8260C	15-Jan-18	16-Jan-18	GMA	1800522	X
99-87-6	4-Isopropyltoluene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.00		µg/l	1.00	0.24	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 2.00		µg/l	2.00	0.52	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.00		µg/l	2.00	0.66	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.00		µg/l	1.00	0.35	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.00		µg/l	1.00	0.34	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.00		µg/l	1.00	0.40	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.50		µg/l	0.50	0.33	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.00		µg/l	1.00	0.57	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.00		µg/l	1.00	0.30	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.00		µg/l	1.00	0.30	1	"	"	"	"	"	X
71-55-6	1,1,1-Trichloroethane	< 1.00		µg/l	1.00	0.51	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.00		µg/l	1.00	0.50	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.00		µg/l	1.00	0.49	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.00		µg/l	1.00	0.36	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.00		µg/l	1.00	0.43	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.00		µg/l	1.00	0.47	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.00		µg/l	2.00	0.38	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.00		µg/l	2.00	1.06	1	"	"	"	"	"	X
60-29-7	Ethyl ether	< 1.00		µg/l	1.00	0.37	1	"	"	"	"	"	X
994-05-8	Tert-amyl methyl ether	< 1.00		µg/l	1.00	0.49	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	5.90	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	11.4	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-butene	< 5.00		µg/l	5.00	0.82	1	"	"	"	"	"	X
64-17-5	Ethanol	< 200		µg/l	200	30.9	1	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	100			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	101			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	101			70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	104			70-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GCMS

PAHs by SW846 8270

Prepared by method SW846 3510C

83-32-9	Acenaphthene	< 4.72		µg/l	4.72	0.652	1	SW846 8270D	12-Jan-18	18-Jan-18	MSL	1800431	X
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Sample Identification

TW-04

SC42975-04

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 13:35

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
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Semivolatile Organic Compounds by GCMSPAHs by SW846 8270

208-96-8	Acenaphthylene	< 4.72		µg/l	4.72	0.644	1	SW846 8270D	12-Jan-18	18-Jan-18	MSL	1800431	X
120-12-7	Anthracene	< 4.72		µg/l	4.72	0.574	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 4.72		µg/l	4.72	0.506	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 4.72		µg/l	4.72	0.530	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 4.72		µg/l	4.72	0.412	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 4.72		µg/l	4.72	0.500	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 4.72		µg/l	4.72	0.453	1	"	"	"	"	"	X
218-01-9	Chrysene	< 4.72		µg/l	4.72	0.502	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 4.72		µg/l	4.72	0.425	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 4.72		µg/l	4.72	0.602	1	"	"	"	"	"	X
86-73-7	Fluorene	< 4.72		µg/l	4.72	0.577	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 4.72		µg/l	4.72	0.547	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 4.72		µg/l	4.72	0.692	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 4.72		µg/l	4.72	0.542	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 4.72		µg/l	4.72	0.646	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 4.72		µg/l	4.72	0.553	1	"	"	"	"	"	X
129-00-0	Pyrene	< 4.72		µg/l	4.72	0.575	1	"	"	"	"	"	X

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	43			30-130 %			"	"	"	"	"	
1718-51-0	Terphenyl-dl4	65			30-130 %			"	"	"	"	"	
4165-60-0	Nitrobenzene-d5	39			30-130 %			"	"	"	"	"	

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Sample Identification

TW-05

SC42975-05

Client Project

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 14:39

Received

09-Jan-18

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
<u>Volatile Organic Compounds by SW846 8260</u>													
<u>Prepared by method SW846 5030 Water MS</u>													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.00		µg/l	1.00	0.53	1	SW846 8260C	15-Jan-18	16-Jan-18	GMA	1800522	X
67-64-1	Acetone	< 10.0		µg/l	10.0	0.80	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.50		µg/l	0.50	0.47	1	"	"	"	"	"	X
71-43-2	Benzene	6.51		µg/l	1.00	0.28	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
74-97-5	Bromochloromethane	< 1.00		µg/l	1.00	0.34	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.50		µg/l	0.50	0.42	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.00		µg/l	1.00	0.42	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.00		µg/l	2.00	0.90	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 2.00		µg/l	2.00	1.07	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.00		µg/l	1.00	0.41	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	1.68		µg/l	1.00	0.33	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	1.46		µg/l	1.00	0.32	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.00		µg/l	2.00	0.41	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.00		µg/l	1.00	0.44	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.00		µg/l	1.00	0.25	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.00		µg/l	2.00	0.59	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.00		µg/l	2.00	0.37	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.00		µg/l	2.00	0.86	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.50		µg/l	0.50	0.32	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.50		µg/l	0.50	0.20	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.00		µg/l	1.00	0.31	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.00		µg/l	1.00	0.31	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.00		µg/l	1.00	0.27	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.00		µg/l	2.00	0.58	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.00		µg/l	1.00	0.69	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.00		µg/l	1.00	0.21	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.00		µg/l	1.00	0.42	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.00		µg/l	1.00	0.58	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.50		µg/l	0.50	0.36	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.50		µg/l	0.50	0.35	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	3.11		µg/l	1.00	0.33	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.50		µg/l	0.50	0.47	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 2.00		µg/l	2.00	0.53	1	"	"	"	"	"	X

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Sample Identification

TW-05

SC42975-05

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 14:39

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
Volatile Organic Compounds													
<u>Volatile Organic Compounds by SW846 8260</u>													
98-82-8	Isopropylbenzene	6.26		µg/l	1.00	0.36	1	SW846 8260C	15-Jan-18	16-Jan-18	GMA	1800522	X
99-87-6	4-Isopropyltoluene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.00		µg/l	1.00	0.24	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 2.00		µg/l	2.00	0.52	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.00		µg/l	2.00	0.66	1	"	"	"	"	"	X
91-20-3	Naphthalene	1.90		µg/l	1.00	0.35	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	3.08		µg/l	1.00	0.34	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.00		µg/l	1.00	0.40	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.50		µg/l	0.50	0.33	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.00		µg/l	1.00	0.57	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.00		µg/l	1.00	0.30	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.00		µg/l	1.00	0.30	1	"	"	"	"	"	X
71-55-6	1,1,1-Trichloroethane	< 1.00		µg/l	1.00	0.51	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.00		µg/l	1.00	0.50	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.00		µg/l	1.00	0.49	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.00		µg/l	1.00	0.36	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.00		µg/l	1.00	0.43	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.00		µg/l	1.00	0.47	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.00		µg/l	2.00	0.38	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.00		µg/l	2.00	1.06	1	"	"	"	"	"	X
60-29-7	Ethyl ether	< 1.00		µg/l	1.00	0.37	1	"	"	"	"	"	X
994-05-8	Tert-amyl methyl ether	< 1.00		µg/l	1.00	0.49	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	5.90	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	11.4	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-butene	< 5.00		µg/l	5.00	0.82	1	"	"	"	"	"	X
64-17-5	Ethanol	< 200		µg/l	200	30.9	1	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	102			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	102			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	98			70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	101			70-130 %			"	"	"	"	"	

Semivolatile Organic Compounds by GCMSPAHs by SW846 8270Prepared by method SW846 3510C

83-32-9	Acenaphthene	< 5.43		µg/l	5.43	0.751	1	SW846 8270D	12-Jan-18	18-Jan-18	MSL	1800431	X
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Sample Identification

TW-05

SC42975-05

Client Project #

17-258

Matrix

Ground Water

Collection Date/Time

08-Jan-18 14:39

Received

09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
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Semivolatile Organic Compounds by GCMSPAHs by SW846 8270

208-96-8	Acenaphthylene	< 5.43		µg/l	5.43	0.742	1	SW846 8270D	12-Jan-18	18-Jan-18	MSL	1800431	X
120-12-7	Anthracene	< 5.43		µg/l	5.43	0.661	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.43		µg/l	5.43	0.583	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.43		µg/l	5.43	0.611	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.43		µg/l	5.43	0.475	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.43		µg/l	5.43	0.576	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.43		µg/l	5.43	0.522	1	"	"	"	"	"	X
218-01-9	Chrysene	< 5.43		µg/l	5.43	0.578	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.43		µg/l	5.43	0.489	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.43		µg/l	5.43	0.693	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.43		µg/l	5.43	0.665	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.43		µg/l	5.43	0.630	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 5.43		µg/l	5.43	0.797	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 5.43		µg/l	5.43	0.624	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.43		µg/l	5.43	0.745	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 5.43		µg/l	5.43	0.637	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.43		µg/l	5.43	0.663	1	"	"	"	"	"	X

Surrogate recoveries:

321-60-8	2-Fluorobiphenyl	51			30-130 %			"	"	"	"	"	
1718-51-0	Terphenyl-dl4	68			30-130 %			"	"	"	"	"	
4165-60-0	Nitrobenzene-d5	42			30-130 %			"	"	"	"	"	

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Sample Identification

Trip Blank
SC42975-06

Client Project #
17-258

Matrix
Aqueous

Collection Date/Time
08-Jan-18 00:00

Received
09-Jan-18

<u>CAS No.</u>	<u>Analyte(s)</u>	<u>Result</u>	<u>Flag</u>	<u>Units</u>	<u>*RDL</u>	<u>MDL</u>	<u>Dilution</u>	<u>Method Ref.</u>	<u>Prepared</u>	<u>Analyzed</u>	<u>Analyst</u>	<u>Batch</u>	<u>Cert.</u>
Volatile Organic Compounds													
<u>Volatile Organic Compounds by SW846 8260</u>													
<u>Prepared by method SW846 5030 Water MS</u>													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.00		µg/l	1.00	0.53	1	SW846 8260C	15-Jan-18	16-Jan-18	GMA	1800522	X
67-64-1	Acetone	< 10.0		µg/l	10.0	0.80	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.50		µg/l	0.50	0.47	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
74-97-5	Bromochloromethane	< 1.00		µg/l	1.00	0.34	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.50		µg/l	0.50	0.42	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.00		µg/l	1.00	0.42	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.00		µg/l	2.00	0.90	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 2.00		µg/l	2.00	1.07	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.00		µg/l	1.00	0.41	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.00		µg/l	2.00	0.41	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.00		µg/l	1.00	0.44	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.00		µg/l	1.00	0.25	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.00		µg/l	2.00	0.59	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.00		µg/l	2.00	0.37	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.00		µg/l	2.00	0.86	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.50		µg/l	0.50	0.32	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.50		µg/l	0.50	0.20	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.00		µg/l	1.00	0.31	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.00		µg/l	1.00	0.31	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.00		µg/l	1.00	0.27	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.00		µg/l	2.00	0.58	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.00		µg/l	1.00	0.32	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.00		µg/l	1.00	0.69	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.00		µg/l	1.00	0.21	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.00		µg/l	1.00	0.42	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.00		µg/l	1.00	0.58	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.50		µg/l	0.50	0.36	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.50		µg/l	0.50	0.35	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.50		µg/l	0.50	0.47	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 2.00		µg/l	2.00	0.53	1	"	"	"	"	"	X

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Sample Identification

Trip Blank
SC42975-06

Client Project #
17-258

Matrix
Aqueous

Collection Date/Time
08-Jan-18 00:00

Received
09-Jan-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
Volatile Organic Compounds													
Volatile Organic Compounds by SW846 8260													
98-82-8	Isopropylbenzene	< 1.00		µg/l	1.00	0.36	1	SW846 8260C	15-Jan-18	16-Jan-18	GMA	1800522	X
99-87-6	4-Isopropyltoluene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.00		µg/l	1.00	0.24	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 2.00		µg/l	2.00	0.52	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.00		µg/l	2.00	0.66	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.00		µg/l	1.00	0.35	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.00		µg/l	1.00	0.34	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.00		µg/l	1.00	0.40	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.50		µg/l	0.50	0.33	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.00		µg/l	1.00	0.57	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.00		µg/l	1.00	0.30	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.00		µg/l	1.00	0.38	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.00		µg/l	1.00	0.30	1	"	"	"	"	"	X
71-55-6	1,1,1-Trichloroethane	< 1.00		µg/l	1.00	0.51	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.00		µg/l	1.00	0.50	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.00		µg/l	1.00	0.49	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.00		µg/l	1.00	0.36	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.00		µg/l	1.00	0.43	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.00		µg/l	1.00	0.47	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.00		µg/l	2.00	0.38	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.00		µg/l	1.00	0.28	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.00		µg/l	2.00	1.06	1	"	"	"	"	"	X
60-29-7	Ethyl ether	< 1.00		µg/l	1.00	0.37	1	"	"	"	"	"	X
994-05-8	Tert-amyl methyl ether	< 1.00		µg/l	1.00	0.49	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.00		µg/l	1.00	0.33	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.00		µg/l	1.00	0.29	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	5.90	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	11.4	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-butene	< 5.00		µg/l	5.00	0.82	1	"	"	"	"	"	X
64-17-5	Ethanol	< 200		µg/l	200	30.9	1	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	99			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	101			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	101			70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	103			70-130 %			"	"	"	"	"	

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800522 - SW846 5030 Water MS										
Blank (1800522-BLK1)						<u>Prepared & Analyzed: 15-Jan-18</u>				
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.00		µg/l	1.00						
Acetone	< 10.0		µg/l	10.0						
Acrylonitrile	< 0.50		µg/l	0.50						
Benzene	< 1.00		µg/l	1.00						
Bromobenzene	< 1.00		µg/l	1.00						
Bromochloromethane	< 1.00		µg/l	1.00						
Bromodichloromethane	< 0.50		µg/l	0.50						
Bromoform	< 1.00		µg/l	1.00						
Bromomethane	< 2.00		µg/l	2.00						
2-Butanone (MEK)	< 2.00		µg/l	2.00						
n-Butylbenzene	< 1.00		µg/l	1.00						
sec-Butylbenzene	< 1.00		µg/l	1.00						
tert-Butylbenzene	< 1.00		µg/l	1.00						
Carbon disulfide	< 2.00		µg/l	2.00						
Carbon tetrachloride	< 1.00		µg/l	1.00						
Chlorobenzene	< 1.00		µg/l	1.00						
Chloroethane	< 2.00		µg/l	2.00						
Chloroform	< 1.00		µg/l	1.00						
Chloromethane	< 2.00		µg/l	2.00						
2-Chlorotoluene	< 1.00		µg/l	1.00						
4-Chlorotoluene	< 1.00		µg/l	1.00						
1,2-Dibromo-3-chloropropane	< 2.00		µg/l	2.00						
Dibromochloromethane	< 0.50		µg/l	0.50						
1,2-Dibromoethane (EDB)	< 0.50		µg/l	0.50						
Dibromomethane	< 1.00		µg/l	1.00						
1,2-Dichlorobenzene	< 1.00		µg/l	1.00						
1,3-Dichlorobenzene	< 1.00		µg/l	1.00						
1,4-Dichlorobenzene	< 1.00		µg/l	1.00						
Dichlorodifluoromethane (Freon12)	< 2.00		µg/l	2.00						
1,1-Dichloroethane	< 1.00		µg/l	1.00						
1,2-Dichloroethane	< 1.00		µg/l	1.00						
1,1-Dichloroethene	< 1.00		µg/l	1.00						
cis-1,2-Dichloroethene	< 1.00		µg/l	1.00						
trans-1,2-Dichloroethene	< 1.00		µg/l	1.00						
1,2-Dichloropropane	< 1.00		µg/l	1.00						
1,3-Dichloropropane	< 1.00		µg/l	1.00						
2,2-Dichloropropane	< 1.00		µg/l	1.00						
1,1-Dichloropropene	< 1.00		µg/l	1.00						
cis-1,3-Dichloropropene	< 0.50		µg/l	0.50						
trans-1,3-Dichloropropene	< 0.50		µg/l	0.50						
Ethylbenzene	< 1.00		µg/l	1.00						
Hexachlorobutadiene	< 0.50		µg/l	0.50						
2-Hexanone (MBK)	< 2.00		µg/l	2.00						
Isopropylbenzene	< 1.00		µg/l	1.00						
4-Isopropyltoluene	< 1.00		µg/l	1.00						
Methyl tert-butyl ether	< 1.00		µg/l	1.00						
4-Methyl-2-pentanone (MIBK)	< 2.00		µg/l	2.00						
Methylene chloride	< 2.00		µg/l	2.00						
Naphthalene	< 1.00		µg/l	1.00						
n-Propylbenzene	< 1.00		µg/l	1.00						

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800522 - SW846 5030 Water MS										
Blank (1800522-BLK1)					<u>Prepared & Analyzed: 15-Jan-18</u>					
Styrene	< 1.00		µg/l	1.00						
1,1,1,2-Tetrachloroethane	< 1.00		µg/l	1.00						
1,1,2,2-Tetrachloroethane	< 0.50		µg/l	0.50						
Tetrachloroethene	< 1.00		µg/l	1.00						
Toluene	< 1.00		µg/l	1.00						
1,2,3-Trichlorobenzene	< 1.00		µg/l	1.00						
1,2,4-Trichlorobenzene	< 1.00		µg/l	1.00						
1,3,5-Trichlorobenzene	< 1.00		µg/l	1.00						
1,1,1-Trichloroethane	< 1.00		µg/l	1.00						
1,1,2-Trichloroethane	< 1.00		µg/l	1.00						
Trichloroethene	< 1.00		µg/l	1.00						
Trichlorofluoromethane (Freon 11)	< 1.00		µg/l	1.00						
1,2,3-Trichloropropane	< 1.00		µg/l	1.00						
1,2,4-Trimethylbenzene	< 1.00		µg/l	1.00						
1,3,5-Trimethylbenzene	< 1.00		µg/l	1.00						
Vinyl chloride	< 1.00		µg/l	1.00						
m,p-Xylene	< 2.00		µg/l	2.00						
o-Xylene	< 1.00		µg/l	1.00						
Tetrahydrofuran	< 2.00		µg/l	2.00						
Ethyl ether	< 1.00		µg/l	1.00						
Tert-amyl methyl ether	< 1.00		µg/l	1.00						
Ethyl tert-butyl ether	< 1.00		µg/l	1.00						
Di-isopropyl ether	< 1.00		µg/l	1.00						
Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0						
1,4-Dioxane	< 20.0		µg/l	20.0						
trans-1,4-Dichloro-2-butene	< 5.00		µg/l	5.00						
Ethanol	< 200		µg/l	200						
<i>Surrogate: 4-Bromofluorobenzene</i>	49.0		µg/l		50.0		98	70-130		
<i>Surrogate: Toluene-d8</i>	50.4		µg/l		50.0		101	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	51.4		µg/l		50.0		103	70-130		
<i>Surrogate: Dibromofluoromethane</i>	51.3		µg/l		50.0		103	70-130		
LCS (1800522-BS1)					<u>Prepared & Analyzed: 15-Jan-18</u>					
1,1,2-Trichlorotrifluoroethane (Freon 113)	20.3		µg/l		20.0		102	70-130		
Acetone	19.3		µg/l		20.0		97	70-130		
Acrylonitrile	21.4		µg/l		20.0		107	70-130		
Benzene	21.7		µg/l		20.0		108	70-130		
Bromobenzene	22.0		µg/l		20.0		110	70-130		
Bromochloromethane	22.4		µg/l		20.0		112	70-130		
Bromodichloromethane	20.2		µg/l		20.0		101	70-130		
Bromoform	20.3		µg/l		20.0		102	70-130		
Bromomethane	21.4		µg/l		20.0		107	70-130		
2-Butanone (MEK)	24.0		µg/l		20.0		120	70-130		
n-Butylbenzene	20.4		µg/l		20.0		102	70-130		
sec-Butylbenzene	21.5		µg/l		20.0		108	70-130		
tert-Butylbenzene	21.7		µg/l		20.0		108	70-130		
Carbon disulfide	19.8		µg/l		20.0		99	70-130		
Carbon tetrachloride	20.2		µg/l		20.0		101	70-130		
Chlorobenzene	21.6		µg/l		20.0		108	70-130		
Chloroethane	20.3		µg/l		20.0		101	70-130		
Chloroform	21.3		µg/l		20.0		106	70-130		

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800522 - SW846 5030 Water MS										
LCS (1800522-BS1)						Prepared & Analyzed: 15-Jan-18				
Chloromethane	18.3		µg/l		20.0		92	70-130		
2-Chlorotoluene	22.1		µg/l		20.0		110	70-130		
4-Chlorotoluene	22.2		µg/l		20.0		111	70-130		
1,2-Dibromo-3-chloropropane	19.7		µg/l		20.0		99	70-130		
Dibromochloromethane	20.5		µg/l		20.0		102	70-130		
1,2-Dibromoethane (EDB)	20.7		µg/l		20.0		103	70-130		
Dibromomethane	22.6		µg/l		20.0		113	70-130		
1,2-Dichlorobenzene	21.7		µg/l		20.0		108	70-130		
1,3-Dichlorobenzene	22.1		µg/l		20.0		110	70-130		
1,4-Dichlorobenzene	20.6		µg/l		20.0		103	70-130		
Dichlorodifluoromethane (Freon12)	18.3		µg/l		20.0		91	70-130		
1,1-Dichloroethane	21.1		µg/l		20.0		105	70-130		
1,2-Dichloroethane	21.5		µg/l		20.0		107	70-130		
1,1-Dichloroethene	20.7		µg/l		20.0		104	70-130		
cis-1,2-Dichloroethene	21.5		µg/l		20.0		107	70-130		
trans-1,2-Dichloroethene	20.5		µg/l		20.0		102	70-130		
1,2-Dichloropropane	22.0		µg/l		20.0		110	70-130		
1,3-Dichloropropane	22.0		µg/l		20.0		110	70-130		
2,2-Dichloropropane	19.0		µg/l		20.0		95	70-130		
1,1-Dichloropropene	20.4		µg/l		20.0		102	70-130		
cis-1,3-Dichloropropene	19.5		µg/l		20.0		97	70-130		
trans-1,3-Dichloropropene	19.7		µg/l		20.0		98	70-130		
Ethylbenzene	22.0		µg/l		20.0		110	70-130		
Hexachlorobutadiene	21.4		µg/l		20.0		107	70-130		
2-Hexanone (MBK)	20.5		µg/l		20.0		102	70-130		
Isopropylbenzene	21.3		µg/l		20.0		107	70-130		
4-Isopropyltoluene	20.0		µg/l		20.0		100	70-130		
Methyl tert-butyl ether	21.1		µg/l		20.0		106	70-130		
4-Methyl-2-pentanone (MIBK)	20.4		µg/l		20.0		102	70-130		
Methylene chloride	21.1		µg/l		20.0		106	70-130		
Naphthalene	20.7		µg/l		20.0		104	70-130		
n-Propylbenzene	21.1		µg/l		20.0		106	70-130		
Styrene	22.0		µg/l		20.0		110	70-130		
1,1,1,2-Tetrachloroethane	20.5		µg/l		20.0		102	70-130		
1,1,2,2-Tetrachloroethane	22.5		µg/l		20.0		112	70-130		
Tetrachloroethene	20.6		µg/l		20.0		103	70-130		
Toluene	21.5		µg/l		20.0		108	70-130		
1,2,3-Trichlorobenzene	22.0		µg/l		20.0		110	70-130		
1,2,4-Trichlorobenzene	21.3		µg/l		20.0		107	70-130		
1,3,5-Trichlorobenzene	21.2		µg/l		20.0		106	70-130		
1,1,1-Trichloroethane	21.3		µg/l		20.0		107	70-130		
1,1,2-Trichloroethane	22.4		µg/l		20.0		112	70-130		
Trichloroethene	19.5		µg/l		20.0		98	70-130		
Trichlorofluoromethane (Freon 11)	20.1		µg/l		20.0		101	70-130		
1,2,3-Trichloropropane	22.4		µg/l		20.0		112	70-130		
1,2,4-Trimethylbenzene	21.1		µg/l		20.0		106	70-130		
1,3,5-Trimethylbenzene	21.3		µg/l		20.0		106	70-130		
Vinyl chloride	20.8		µg/l		20.0		104	70-130		
m,p-Xylene	21.0		µg/l		20.0		105	70-130		
o-Xylene	22.2		µg/l		20.0		111	70-130		

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800522 - SW846 5030 Water MS										
LCS (1800522-BS1)					<u>Prepared & Analyzed: 15-Jan-18</u>					
Tetrahydrofuran	19.1		µg/l		20.0		96	70-130		
Ethyl ether	22.0		µg/l		20.0		110	70-130		
Tert-amyl methyl ether	21.5		µg/l		20.0		108	70-130		
Ethyl tert-butyl ether	21.3		µg/l		20.0		106	70-130		
Di-isopropyl ether	21.3		µg/l		20.0		107	70-130		
Tert-Butanol / butyl alcohol	189		µg/l		200		94	70-130		
1,4-Dioxane	187		µg/l		200		93	70-130		
trans-1,4-Dichloro-2-butene	16.6		µg/l		20.0		83	70-130		
Ethanol	389		µg/l		400		97	70-130		
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Surrogate: 4-Bromofluorobenzene	51.6		µg/l		50.0		103	70-130		
Surrogate: Toluene-d8	50.5		µg/l		50.0		101	70-130		
Surrogate: 1,2-Dichloroethane-d4	49.0		µg/l		50.0		98	70-130		
Surrogate: Dibromofluoromethane	51.4		µg/l		50.0		103	70-130		
LCS Dup (1800522-BSD1)					<u>Prepared & Analyzed: 15-Jan-18</u>					
1,1,2-Trichlorotrifluoroethane (Freon 113)	19.2		µg/l		20.0		96	70-130	6	20
Acetone	18.9		µg/l		20.0		94	70-130	2	20
Acrylonitrile	21.4		µg/l		20.0		107	70-130	0.2	20
Benzene	20.8		µg/l		20.0		104	70-130	4	20
Bromobenzene	21.2		µg/l		20.0		106	70-130	4	20
Bromochloromethane	22.2		µg/l		20.0		111	70-130	1	20
Bromodichloromethane	19.9		µg/l		20.0		100	70-130	1	20
Bromoform	19.9		µg/l		20.0		100	70-130	2	20
Bromomethane	20.7		µg/l		20.0		104	70-130	3	20
2-Butanone (MEK)	24.1		µg/l		20.0		121	70-130	0.6	20
n-Butylbenzene	19.1		µg/l		20.0		95	70-130	6	20
sec-Butylbenzene	20.2		µg/l		20.0		101	70-130	6	20
tert-Butylbenzene	20.3		µg/l		20.0		101	70-130	7	20
Carbon disulfide	18.4		µg/l		20.0		92	70-130	7	20
Carbon tetrachloride	18.9		µg/l		20.0		95	70-130	7	20
Chlorobenzene	20.4		µg/l		20.0		102	70-130	6	20
Chloroethane	18.8		µg/l		20.0		94	70-130	8	20
Chloroform	20.5		µg/l		20.0		102	70-130	4	20
Chloromethane	16.9		µg/l		20.0		85	70-130	8	20
2-Chlorotoluene	20.9		µg/l		20.0		104	70-130	6	20
4-Chlorotoluene	20.9		µg/l		20.0		105	70-130	6	20
1,2-Dibromo-3-chloropropane	19.4		µg/l		20.0		97	70-130	1	20
Dibromochloromethane	20.0		µg/l		20.0		100	70-130	2	20
1,2-Dibromoethane (EDB)	20.4		µg/l		20.0		102	70-130	1	20
Dibromomethane	22.2		µg/l		20.0		111	70-130	2	20
1,2-Dichlorobenzene	20.1		µg/l		20.0		100	70-130	8	20
1,3-Dichlorobenzene	20.9		µg/l		20.0		104	70-130	6	20
1,4-Dichlorobenzene	19.1		µg/l		20.0		96	70-130	7	20
Dichlorodifluoromethane (Freon12)	16.9		µg/l		20.0		84	70-130	8	20
1,1-Dichloroethane	20.3		µg/l		20.0		101	70-130	4	20
1,2-Dichloroethane	21.0		µg/l		20.0		105	70-130	2	20
1,1-Dichloroethene	19.4		µg/l		20.0		97	70-130	7	20
cis-1,2-Dichloroethene	20.6		µg/l		20.0		103	70-130	4	20
trans-1,2-Dichloroethene	19.4		µg/l		20.0		97	70-130	6	20
1,2-Dichloropropane	21.3		µg/l		20.0		106	70-130	3	20
1,3-Dichloropropane	21.4		µg/l		20.0		107	70-130	2	20

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800522 - SW846 5030 Water MS										
LCS Dup (1800522-BSD1)					<u>Prepared & Analyzed: 15-Jan-18</u>					
2,2-Dichloropropane	17.7		µg/l		20.0		88	70-130	7	20
1,1-Dichloropropene	19.2		µg/l		20.0		96	70-130	6	20
cis-1,3-Dichloropropene	19.0		µg/l		20.0		95	70-130	3	20
trans-1,3-Dichloropropene	19.1		µg/l		20.0		95	70-130	3	20
Ethylbenzene	20.6		µg/l		20.0		103	70-130	7	20
Hexachlorobutadiene	20.3		µg/l		20.0		102	70-130	5	20
2-Hexanone (MBK)	20.2		µg/l		20.0		101	70-130	1	20
Isopropylbenzene	20.1		µg/l		20.0		100	70-130	6	20
4-Isopropyltoluene	18.7		µg/l		20.0		93	70-130	7	20
Methyl tert-butyl ether	20.7		µg/l		20.0		104	70-130	2	20
4-Methyl-2-pentanone (MIBK)	20.4		µg/l		20.0		102	70-130	0.3	20
Methylene chloride	20.6		µg/l		20.0		103	70-130	2	20
Naphthalene	19.8		µg/l		20.0		99	70-130	5	20
n-Propylbenzene	19.7		µg/l		20.0		99	70-130	7	20
Styrene	20.7		µg/l		20.0		103	70-130	6	20
1,1,1,2-Tetrachloroethane	19.7		µg/l		20.0		98	70-130	4	20
1,1,1,2,2-Tetrachloroethane	21.8		µg/l		20.0		109	70-130	3	20
Tetrachloroethene	19.4		µg/l		20.0		97	70-130	6	20
Toluene	20.5		µg/l		20.0		102	70-130	5	20
1,2,3-Trichlorobenzene	20.4		µg/l		20.0		102	70-130	7	20
1,2,4-Trichlorobenzene	19.7		µg/l		20.0		99	70-130	8	20
1,3,5-Trichlorobenzene	19.7		µg/l		20.0		99	70-130	7	20
1,1,1-Trichloroethane	20.0		µg/l		20.0		100	70-130	7	20
1,1,2-Trichloroethane	22.2		µg/l		20.0		111	70-130	0.9	20
Trichloroethene	18.7		µg/l		20.0		94	70-130	4	20
Trichlorofluoromethane (Freon 11)	18.7		µg/l		20.0		94	70-130	7	20
1,2,3-Trichloropropane	21.8		µg/l		20.0		109	70-130	3	20
1,2,4-Trimethylbenzene	20.2		µg/l		20.0		101	70-130	5	20
1,3,5-Trimethylbenzene	20.0		µg/l		20.0		100	70-130	6	20
Vinyl chloride	18.5		µg/l		20.0		92	70-130	12	20
m,p-Xylene	20.0		µg/l		20.0		100	70-130	5	20
o-Xylene	21.0		µg/l		20.0		105	70-130	5	20
Tetrahydrofuran	19.0		µg/l		20.0		95	70-130	0.6	20
Ethyl ether	21.5		µg/l		20.0		108	70-130	2	20
Tert-amyl methyl ether	21.1		µg/l		20.0		106	70-130	2	20
Ethyl tert-butyl ether	21.1		µg/l		20.0		106	70-130	0.8	20
Di-isopropyl ether	20.9		µg/l		20.0		104	70-130	2	20
Tert-Butanol / butyl alcohol	188		µg/l		200		94	70-130	0.4	20
1,4-Dioxane	186		µg/l		200		93	70-130	0.6	20
trans-1,4-Dichloro-2-butene	17.1		µg/l		20.0		85	70-130	3	20
Ethanol	388		µg/l		400		97	70-130	0.3	20
<hr/>										
Surrogate: 4-Bromofluorobenzene	51.5		µg/l		50.0		103	70-130		
Surrogate: Toluene-d8	50.9		µg/l		50.0		102	70-130		
Surrogate: 1,2-Dichloroethane-d4	49.3		µg/l		50.0		99	70-130		
Surrogate: Dibromofluoromethane	51.3		µg/l		50.0		103	70-130		
<hr/>										
Batch 1800589 - SW846 5030 Water MS					<u>Prepared & Analyzed: 16-Jan-18</u>					
Blank (1800589-BLK1)										
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.00		µg/l	1.00						
Acetone	< 10.0		µg/l	10.0						
Acrylonitrile	< 0.50		µg/l	0.50						

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800589 - SW846 5030 Water MS										
Blank (1800589-BLK1)					<u>Prepared & Analyzed: 16-Jan-18</u>					
Benzene	< 1.00		µg/l	1.00						
Bromobenzene	< 1.00		µg/l	1.00						
Bromochloromethane	< 1.00		µg/l	1.00						
Bromodichloromethane	< 0.50		µg/l	0.50						
Bromoform	< 1.00		µg/l	1.00						
Bromomethane	< 2.00		µg/l	2.00						
2-Butanone (MEK)	< 2.00		µg/l	2.00						
n-Butylbenzene	< 1.00		µg/l	1.00						
sec-Butylbenzene	< 1.00		µg/l	1.00						
tert-Butylbenzene	< 1.00		µg/l	1.00						
Carbon disulfide	< 2.00		µg/l	2.00						
Carbon tetrachloride	< 1.00		µg/l	1.00						
Chlorobenzene	< 1.00		µg/l	1.00						
Chloroethane	< 2.00		µg/l	2.00						
Chloroform	< 1.00		µg/l	1.00						
Chloromethane	< 2.00		µg/l	2.00						
2-Chlorotoluene	< 1.00		µg/l	1.00						
4-Chlorotoluene	< 1.00		µg/l	1.00						
1,2-Dibromo-3-chloropropane	< 2.00		µg/l	2.00						
Dibromochloromethane	< 0.50		µg/l	0.50						
1,2-Dibromoethane (EDB)	< 0.50		µg/l	0.50						
Dibromomethane	< 1.00		µg/l	1.00						
1,2-Dichlorobenzene	< 1.00		µg/l	1.00						
1,3-Dichlorobenzene	< 1.00		µg/l	1.00						
1,4-Dichlorobenzene	< 1.00		µg/l	1.00						
Dichlorodifluoromethane (Freon12)	< 2.00		µg/l	2.00						
1,1-Dichloroethane	< 1.00		µg/l	1.00						
1,2-Dichloroethane	< 1.00		µg/l	1.00						
1,1-Dichloroethene	< 1.00		µg/l	1.00						
cis-1,2-Dichloroethene	< 1.00		µg/l	1.00						
trans-1,2-Dichloroethene	< 1.00		µg/l	1.00						
1,2-Dichloropropane	< 1.00		µg/l	1.00						
1,3-Dichloropropane	< 1.00		µg/l	1.00						
2,2-Dichloropropane	< 1.00		µg/l	1.00						
1,1-Dichloropropene	< 1.00		µg/l	1.00						
cis-1,3-Dichloropropene	< 0.50		µg/l	0.50						
trans-1,3-Dichloropropene	< 0.50		µg/l	0.50						
Ethylbenzene	< 1.00		µg/l	1.00						
Hexachlorobutadiene	< 0.50		µg/l	0.50						
2-Hexanone (MBK)	< 2.00		µg/l	2.00						
Isopropylbenzene	< 1.00		µg/l	1.00						
4-Isopropyltoluene	< 1.00		µg/l	1.00						
Methyl tert-butyl ether	< 1.00		µg/l	1.00						
4-Methyl-2-pentanone (MIBK)	< 2.00		µg/l	2.00						
Methylene chloride	< 2.00		µg/l	2.00						
Naphthalene	< 1.00		µg/l	1.00						
n-Propylbenzene	< 1.00		µg/l	1.00						
Styrene	< 1.00		µg/l	1.00						
1,1,1,2-Tetrachloroethane	< 1.00		µg/l	1.00						
1,1,2,2-Tetrachloroethane	< 0.50		µg/l	0.50						

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800589 - SW846 5030 Water MS										
Blank (1800589-BLK1)					<u>Prepared & Analyzed: 16-Jan-18</u>					
Tetrachloroethene	< 1.00		µg/l	1.00						
Toluene	< 1.00		µg/l	1.00						
1,2,3-Trichlorobenzene	< 1.00		µg/l	1.00						
1,2,4-Trichlorobenzene	< 1.00		µg/l	1.00						
1,3,5-Trichlorobenzene	< 1.00		µg/l	1.00						
1,1,1-Trichloroethane	< 1.00		µg/l	1.00						
1,1,2-Trichloroethane	< 1.00		µg/l	1.00						
Trichloroethene	< 1.00		µg/l	1.00						
Trichlorofluoromethane (Freon 11)	< 1.00		µg/l	1.00						
1,2,3-Trichloropropane	< 1.00		µg/l	1.00						
1,2,4-Trimethylbenzene	< 1.00		µg/l	1.00						
1,3,5-Trimethylbenzene	< 1.00		µg/l	1.00						
Vinyl chloride	< 1.00		µg/l	1.00						
m,p-Xylene	< 2.00		µg/l	2.00						
o-Xylene	< 1.00		µg/l	1.00						
Tetrahydrofuran	< 2.00		µg/l	2.00						
Ethyl ether	< 1.00		µg/l	1.00						
Tert-amyl methyl ether	< 1.00		µg/l	1.00						
Ethyl tert-butyl ether	< 1.00		µg/l	1.00						
Di-isopropyl ether	< 1.00		µg/l	1.00						
Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0						
1,4-Dioxane	< 20.0		µg/l	20.0						
trans-1,4-Dichloro-2-butene	< 5.00		µg/l	5.00						
Ethanol	< 200		µg/l	200						
<i>Surrogate: 4-Bromofluorobenzene</i>	49.4		µg/l		50.0		99	70-130		
<i>Surrogate: Toluene-d8</i>	50.6		µg/l		50.0		101	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	50.1		µg/l		50.0		100	70-130		
<i>Surrogate: Dibromofluoromethane</i>	52.2		µg/l		50.0		104	70-130		
LCS (1800589-BS1)					<u>Prepared & Analyzed: 16-Jan-18</u>					
1,1,2-Trichlorotrifluoroethane (Freon 113)	25.0		µg/l		20.0		125	70-130		
Acetone	19.2		µg/l		20.0		96	70-130		
Acrylonitrile	22.5		µg/l		20.0		112	70-130		
Benzene	24.1		µg/l		20.0		120	70-130		
Bromobenzene	23.9		µg/l		20.0		120	70-130		
Bromochloromethane	24.2		µg/l		20.0		121	70-130		
Bromodichloromethane	22.6		µg/l		20.0		113	70-130		
Bromoform	21.9		µg/l		20.0		109	70-130		
Bromomethane	21.2		µg/l		20.0		106	70-130		
2-Butanone (MEK)	20.7		µg/l		20.0		104	70-130		
n-Butylbenzene	24.7		µg/l		20.0		124	70-130		
sec-Butylbenzene	25.2		µg/l		20.0		126	70-130		
tert-Butylbenzene	25.0		µg/l		20.0		125	70-130		
Carbon disulfide	22.1		µg/l		20.0		110	70-130		
Carbon tetrachloride	23.3		µg/l		20.0		116	70-130		
Chlorobenzene	23.6		µg/l		20.0		118	70-130		
Chloroethane	22.2		µg/l		20.0		111	70-130		
Chloroform	23.8		µg/l		20.0		119	70-130		
Chloromethane	18.3		µg/l		20.0		92	70-130		
2-Chlorotoluene	24.7		µg/l		20.0		124	70-130		
4-Chlorotoluene	24.9		µg/l		20.0		125	70-130		

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800589 - SW846 5030 Water MS										
LCS (1800589-BS1)					<u>Prepared & Analyzed: 16-Jan-18</u>					
1,2-Dibromo-3-chloropropane	19.8		µg/l		20.0		99	70-130		
Dibromochloromethane	22.3		µg/l		20.0		112	70-130		
1,2-Dibromoethane (EDB)	22.3		µg/l		20.0		112	70-130		
Dibromomethane	24.4		µg/l		20.0		122	70-130		
1,2-Dichlorobenzene	23.3		µg/l		20.0		117	70-130		
1,3-Dichlorobenzene	24.6		µg/l		20.0		123	70-130		
1,4-Dichlorobenzene	22.7		µg/l		20.0		114	70-130		
Dichlorodifluoromethane (Freon12)	18.6		µg/l		20.0		93	70-130		
1,1-Dichloroethane	23.6		µg/l		20.0		118	70-130		
1,2-Dichloroethane	23.1		µg/l		20.0		116	70-130		
1,1-Dichloroethene	23.9		µg/l		20.0		119	70-130		
cis-1,2-Dichloroethene	23.6		µg/l		20.0		118	70-130		
trans-1,2-Dichloroethene	23.3		µg/l		20.0		117	70-130		
1,2-Dichloropropane	23.7		µg/l		20.0		119	70-130		
1,3-Dichloropropane	23.8		µg/l		20.0		119	70-130		
2,2-Dichloropropane	26.6	QM9	µg/l		20.0		133	70-130		
1,1-Dichloropropene	23.9		µg/l		20.0		120	70-130		
cis-1,3-Dichloropropene	22.0		µg/l		20.0		110	70-130		
trans-1,3-Dichloropropene	21.8		µg/l		20.0		109	70-130		
Ethylbenzene	24.5		µg/l		20.0		122	70-130		
Hexachlorobutadiene	25.4		µg/l		20.0		127	70-130		
2-Hexanone (MBK)	21.2		µg/l		20.0		106	70-130		
Isopropylbenzene	24.6		µg/l		20.0		123	70-130		
4-Isopropyltoluene	23.7		µg/l		20.0		118	70-130		
Methyl tert-butyl ether	22.2		µg/l		20.0		111	70-130		
4-Methyl-2-pentanone (MIBK)	21.4		µg/l		20.0		107	70-130		
Methylene chloride	22.9		µg/l		20.0		115	70-130		
Naphthalene	19.9		µg/l		20.0		100	70-130		
n-Propylbenzene	24.6		µg/l		20.0		123	70-130		
Styrene	24.8		µg/l		20.0		124	70-130		
1,1,1,2-Tetrachloroethane	22.3		µg/l		20.0		111	70-130		
1,1,2,2-Tetrachloroethane	23.7		µg/l		20.0		118	70-130		
Tetrachloroethene	24.3		µg/l		20.0		121	70-130		
Toluene	24.2		µg/l		20.0		121	70-130		
1,2,3-Trichlorobenzene	22.7		µg/l		20.0		114	70-130		
1,2,4-Trichlorobenzene	22.8		µg/l		20.0		114	70-130		
1,3,5-Trichlorobenzene	23.8		µg/l		20.0		119	70-130		
1,1,1-Trichloroethane	24.5		µg/l		20.0		122	70-130		
1,1,2-Trichloroethane	24.5		µg/l		20.0		123	70-130		
Trichloroethene	22.2		µg/l		20.0		111	70-130		
Trichlorofluoromethane (Freon 11)	23.6		µg/l		20.0		118	70-130		
1,2,3-Trichloropropane	23.2		µg/l		20.0		116	70-130		
1,2,4-Trimethylbenzene	24.6		µg/l		20.0		123	70-130		
1,3,5-Trimethylbenzene	24.6		µg/l		20.0		123	70-130		
Vinyl chloride	23.4		µg/l		20.0		117	70-130		
m,p-Xylene	23.9		µg/l		20.0		119	70-130		
o-Xylene	24.5		µg/l		20.0		123	70-130		
Tetrahydrofuran	19.5		µg/l		20.0		98	70-130		
Ethyl ether	23.1		µg/l		20.0		116	70-130		
Tert-amyl methyl ether	23.9		µg/l		20.0		120	70-130		

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<u>SW846 8260C</u>										
Batch 1800589 - SW846 5030 Water MS										
<u>LCS (1800589-BS1)</u>					<u>Prepared & Analyzed: 16-Jan-18</u>					
Ethyl tert-butyl ether	23.0		µg/l		20.0		115	70-130		
Di-isopropyl ether	22.8		µg/l		20.0		114	70-130		
Tert-Butanol / butyl alcohol	194		µg/l		200		97	70-130		
1,4-Dioxane	193		µg/l		200		97	70-130		
trans-1,4-Dichloro-2-butene	19.0		µg/l		20.0		95	70-130		
Ethanol	405		µg/l		400		101	70-130		
<i>Surrogate: 4-Bromofluorobenzene</i>	51.2		µg/l		50.0		102	70-130		
<i>Surrogate: Toluene-d8</i>	51.2		µg/l		50.0		102	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	49.5		µg/l		50.0		99	70-130		
<i>Surrogate: Dibromofluoromethane</i>	52.4		µg/l		50.0		105	70-130		
<u>LCS Dup (1800589-BSD1)</u>					<u>Prepared & Analyzed: 16-Jan-18</u>					
1,1,2-Trichlorotrifluoroethane (Freon 113)	23.9		µg/l		20.0		119	70-130	5	20
Acetone	18.7		µg/l		20.0		94	70-130	3	20
Acrylonitrile	22.0		µg/l		20.0		110	70-130	2	20
Benzene	23.3		µg/l		20.0		116	70-130	3	20
Bromobenzene	23.8		µg/l		20.0		119	70-130	0.3	20
Bromochloromethane	23.5		µg/l		20.0		117	70-130	3	20
Bromodichloromethane	21.9		µg/l		20.0		110	70-130	3	20
Bromoform	21.7		µg/l		20.0		109	70-130	0.6	20
Bromomethane	22.8		µg/l		20.0		114	70-130	7	20
2-Butanone (MEK)	21.2		µg/l		20.0		106	70-130	2	20
n-Butylbenzene	25.2		µg/l		20.0		126	70-130	2	20
sec-Butylbenzene	24.8		µg/l		20.0		124	70-130	2	20
tert-Butylbenzene	24.8		µg/l		20.0		124	70-130	0.8	20
Carbon disulfide	21.4		µg/l		20.0		107	70-130	3	20
Carbon tetrachloride	23.0		µg/l		20.0		115	70-130	1	20
Chlorobenzene	23.4		µg/l		20.0		117	70-130	0.7	20
Chloroethane	21.3		µg/l		20.0		107	70-130	4	20
Chloroform	22.9		µg/l		20.0		114	70-130	4	20
Chloromethane	17.4		µg/l		20.0		87	70-130	5	20
2-Chlorotoluene	24.2		µg/l		20.0		121	70-130	2	20
4-Chlorotoluene	23.4		µg/l		20.0		117	70-130	6	20
1,2-Dibromo-3-chloropropane	20.6		µg/l		20.0		103	70-130	4	20
Dibromochloromethane	22.0		µg/l		20.0		110	70-130	1	20
1,2-Dibromoethane (EDB)	21.8		µg/l		20.0		109	70-130	2	20
Dibromomethane	23.4		µg/l		20.0		117	70-130	4	20
1,2-Dichlorobenzene	23.3		µg/l		20.0		116	70-130	0.3	20
1,3-Dichlorobenzene	23.4		µg/l		20.0		117	70-130	5	20
1,4-Dichlorobenzene	22.5		µg/l		20.0		112	70-130	1	20
Dichlorodifluoromethane (Freon12)	17.7		µg/l		20.0		89	70-130	5	20
1,1-Dichloroethane	22.8		µg/l		20.0		114	70-130	3	20
1,2-Dichloroethane	22.3		µg/l		20.0		111	70-130	4	20
1,1-Dichloroethene	23.1		µg/l		20.0		115	70-130	3	20
cis-1,2-Dichloroethene	22.8		µg/l		20.0		114	70-130	3	20
trans-1,2-Dichloroethene	22.3		µg/l		20.0		112	70-130	4	20
1,2-Dichloropropane	23.4		µg/l		20.0		117	70-130	1	20
1,3-Dichloropropane	23.0		µg/l		20.0		115	70-130	3	20
2,2-Dichloropropane	25.5		µg/l		20.0		127	70-130	4	20
1,1-Dichloropropene	23.3		µg/l		20.0		117	70-130	2	20
cis-1,3-Dichloropropene	21.9		µg/l		20.0		109	70-130	0.4	20

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1800589 - SW846 5030 Water MS										
LCS Dup (1800589-BSD1)					<u>Prepared & Analyzed: 16-Jan-18</u>					
trans-1,3-Dichloropropene	21.8		µg/l		20.0		109	70-130	0.1	20
Ethylbenzene	24.2		µg/l		20.0		121	70-130	1	20
Hexachlorobutadiene	26.4	QM9	µg/l		20.0		132	70-130	4	20
2-Hexanone (MBK)	21.4		µg/l		20.0		107	70-130	0.9	20
Isopropylbenzene	24.2		µg/l		20.0		121	70-130	2	20
4-Isopropyltoluene	23.7		µg/l		20.0		119	70-130	0.3	20
Methyl tert-butyl ether	21.6		µg/l		20.0		108	70-130	2	20
4-Methyl-2-pentanone (MIBK)	21.4		µg/l		20.0		107	70-130	0.05	20
Methylene chloride	22.1		µg/l		20.0		111	70-130	4	20
Naphthalene	22.2		µg/l		20.0		111	70-130	11	20
n-Propylbenzene	24.3		µg/l		20.0		122	70-130	1	20
Styrene	24.4		µg/l		20.0		122	70-130	1	20
1,1,1,2-Tetrachloroethane	22.3		µg/l		20.0		111	70-130	0.09	20
1,1,2,2-Tetrachloroethane	23.4		µg/l		20.0		117	70-130	1	20
Tetrachloroethene	23.8		µg/l		20.0		119	70-130	2	20
Toluene	23.5		µg/l		20.0		117	70-130	3	20
1,2,3-Trichlorobenzene	23.8		µg/l		20.0		119	70-130	5	20
1,2,4-Trichlorobenzene	23.6		µg/l		20.0		118	70-130	3	20
1,3,5-Trichlorobenzene	24.0		µg/l		20.0		120	70-130	0.5	20
1,1,1-Trichloroethane	23.8		µg/l		20.0		119	70-130	3	20
1,1,2-Trichloroethane	23.8		µg/l		20.0		119	70-130	3	20
Trichloroethene	21.4		µg/l		20.0		107	70-130	3	20
Trichlorofluoromethane (Freon 11)	22.5		µg/l		20.0		113	70-130	5	20
1,2,3-Trichloropropane	23.2		µg/l		20.0		116	70-130	0.2	20
1,2,4-Trimethylbenzene	23.8		µg/l		20.0		119	70-130	3	20
1,3,5-Trimethylbenzene	24.3		µg/l		20.0		122	70-130	1	20
Vinyl chloride	21.4		µg/l		20.0		107	70-130	9	20
m,p-Xylene	23.7		µg/l		20.0		119	70-130	0.6	20
o-Xylene	24.0		µg/l		20.0		120	70-130	2	20
Tetrahydrofuran	19.8		µg/l		20.0		99	70-130	1	20
Ethyl ether	23.0		µg/l		20.0		115	70-130	0.3	20
Tert-amyl methyl ether	22.9		µg/l		20.0		114	70-130	5	20
Ethyl tert-butyl ether	22.6		µg/l		20.0		113	70-130	2	20
Di-isopropyl ether	22.6		µg/l		20.0		113	70-130	1	20
Tert-Butanol / butyl alcohol	193		µg/l		200		96	70-130	0.6	20
1,4-Dioxane	195		µg/l		200		98	70-130	1	20
trans-1,4-Dichloro-2-butene	19.8		µg/l		20.0		99	70-130	4	20
Ethanol	395		µg/l		400		99	70-130	3	20
<i>Surrogate: 4-Bromofluorobenzene</i>	51.3		µg/l		50.0		103	70-130		
<i>Surrogate: Toluene-d8</i>	50.6		µg/l		50.0		101	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	49.0		µg/l		50.0		98	70-130		
<i>Surrogate: Dibromofluoromethane</i>	52.1		µg/l		50.0		104	70-130		

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Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<u>SW846 8270D</u>										
Batch 1800431 - SW846 3510C										
<u>Blank (1800431-BLK1)</u>					<u>Prepared: 12-Jan-18 Analyzed: 17-Jan-18</u>					
Acenaphthene	< 5.10		µg/l	5.10						
Acenaphthylene	< 5.10		µg/l	5.10						
Anthracene	< 5.10		µg/l	5.10						
Benzo (a) anthracene	< 5.10		µg/l	5.10						
Benzo (a) pyrene	< 5.10		µg/l	5.10						
Benzo (b) fluoranthene	< 5.10		µg/l	5.10						
Benzo (g,h,i) perylene	< 5.10		µg/l	5.10						
Benzo (k) fluoranthene	< 5.10		µg/l	5.10						
Chrysene	< 5.10		µg/l	5.10						
Dibenzo (a,h) anthracene	< 5.10		µg/l	5.10						
Fluoranthene	< 5.10		µg/l	5.10						
Fluorene	< 5.10		µg/l	5.10						
Indeno (1,2,3-cd) pyrene	< 5.10		µg/l	5.10						
1-Methylnaphthalene	< 5.10		µg/l	5.10						
2-Methylnaphthalene	< 5.10		µg/l	5.10						
Naphthalene	< 5.10		µg/l	5.10						
Phenanthrene	< 5.10		µg/l	5.10						
Pyrene	< 5.10		µg/l	5.10						
<i>Surrogate: 2-Fluorobiphenyl</i>	<i>25.1</i>		<i>µg/l</i>	<i>51.0</i>	<i>49</i>	<i>30-130</i>				
<i>Surrogate: Terphenyl-d14</i>	<i>39.1</i>		<i>µg/l</i>	<i>51.0</i>	<i>77</i>	<i>30-130</i>				
<i>Surrogate: Nitrobenzene-d5</i>	<i>27.0</i>		<i>µg/l</i>	<i>51.0</i>	<i>53</i>	<i>30-130</i>				
<u>LCS (1800431-BS1)</u>					<u>Prepared: 12-Jan-18 Analyzed: 17-Jan-18</u>					
Acenaphthene	30.3		µg/l	5.05	50.5	60	40-140			
Acenaphthylene	30.9		µg/l	5.05	50.5	61	40-140			
Anthracene	31.1		µg/l	5.05	50.5	62	40-140			
Benzo (a) anthracene	32.1		µg/l	5.05	50.5	64	40-140			
Benzo (a) pyrene	33.2		µg/l	5.05	50.5	66	40-140			
Benzo (b) fluoranthene	32.5		µg/l	5.05	50.5	64	40-140			
Benzo (g,h,i) perylene	30.7		µg/l	5.05	50.5	61	40-140			
Benzo (k) fluoranthene	35.3		µg/l	5.05	50.5	70	40-140			
Chrysene	30.4		µg/l	5.05	50.5	60	40-140			
Dibenzo (a,h) anthracene	33.1		µg/l	5.05	50.5	66	40-140			
Fluoranthene	30.8		µg/l	5.05	50.5	61	40-140			
Fluorene	29.7		µg/l	5.05	50.5	59	40-140			
Indeno (1,2,3-cd) pyrene	32.5		µg/l	5.05	50.5	64	40-140			
1-Methylnaphthalene	28.6		µg/l	5.05	50.5	57	40-140			
2-Methylnaphthalene	33.6		µg/l	5.05	50.5	66	40-140			
Naphthalene	27.6		µg/l	5.05	50.5	55	40-140			
Phenanthrene	29.5		µg/l	5.05	50.5	58	40-140			
Pyrene	31.1		µg/l	5.05	50.5	62	40-140			
<i>Surrogate: 2-Fluorobiphenyl</i>	<i>37.3</i>		<i>µg/l</i>	<i>50.5</i>	<i>74</i>	<i>30-130</i>				
<i>Surrogate: Terphenyl-d14</i>	<i>43.5</i>		<i>µg/l</i>	<i>50.5</i>	<i>86</i>	<i>30-130</i>				
<i>Surrogate: Nitrobenzene-d5</i>	<i>41.4</i>		<i>µg/l</i>	<i>50.5</i>	<i>82</i>	<i>30-130</i>				
<u>LCS Dup (1800431-BSD1)</u>					<u>Prepared: 12-Jan-18 Analyzed: 17-Jan-18</u>					
Acenaphthene	31.7		µg/l	5.10	51.0	62	40-140	4	20	
Acenaphthylene	32.2		µg/l	5.10	51.0	63	40-140	4	20	
Anthracene	33.2		µg/l	5.10	51.0	65	40-140	6	20	
Benzo (a) anthracene	34.9		µg/l	5.10	51.0	68	40-140	8	20	
Benzo (a) pyrene	35.7		µg/l	5.10	51.0	70	40-140	7	20	
Benzo (b) fluoranthene	37.1		µg/l	5.10	51.0	73	40-140	13	20	

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Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<u>SW846 8270D</u>										
Batch 1800431 - SW846 3510C										
<u>LCS Dup (1800431-BS1)</u>					<u>Prepared: 12-Jan-18 Analyzed: 17-Jan-18</u>					
Benzo (g,h,i) perylene	33.5		µg/l	5.10	51.0		66	40-140	9	20
Benzo (k) fluoranthene	36.4		µg/l	5.10	51.0		71	40-140	3	20
Chrysene	32.5		µg/l	5.10	51.0		64	40-140	7	20
Dibenzo (a,h) anthracene	35.8		µg/l	5.10	51.0		70	40-140	8	20
Fluoranthene	33.5		µg/l	5.10	51.0		66	40-140	8	20
Fluorene	31.7		µg/l	5.10	51.0		62	40-140	6	20
Indeno (1,2,3-cd) pyrene	35.2		µg/l	5.10	51.0		69	40-140	8	20
1-Methylnaphthalene	30.2		µg/l	5.10	51.0		59	40-140	5	20
2-Methylnaphthalene	36.2		µg/l	5.10	51.0		71	40-140	7	20
Naphthalene	28.9		µg/l	5.10	51.0		57	40-140	5	20
Phenanthrene	31.8		µg/l	5.10	51.0		62	40-140	8	20
Pyrene	35.0		µg/l	5.10	51.0		69	40-140	12	20
<i>Surrogate: 2-Fluorobiphenyl</i>	39.0		µg/l		51.0		76	30-130		
<i>Surrogate: Terphenyl-d14</i>	48.0		µg/l		51.0		94	30-130		
<i>Surrogate: Nitrobenzene-d5</i>	44.2		µg/l		51.0		87	30-130		

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Notes and Definitions

D	Data reported from a dilution
GS1	Sample dilution required for high concentration of target analytes to be within the instrument calibration range.
QM9	The spike recovery for this QC sample is outside the established control limits. The sample results for the QC batch were accepted based on LCS/LCSD or SRM recoveries within the control limits.
dry	Sample results reported on a dry weight basis
NR	Not Reported
RPD	Relative Percent Difference

Laboratory Control Sample (LCS): A known matrix spiked with compound(s) representative of the target analytes, which is used to document laboratory performance.

Matrix Duplicate: An intra-laboratory split sample which is used to document the precision of a method in a given sample matrix.

Matrix Spike: An aliquot of a sample spiked with a known concentration of target analyte(s). The spiking occurs prior to sample preparation and analysis. A matrix spike is used to document the bias of a method in a given sample matrix.

Method Blank: An analyte-free matrix to which all reagents are added in the same volumes or proportions as used in sample processing. The method blank should be carried through the complete sample preparation and analytical procedure. The method blank is used to document contamination resulting from the analytical process.

Method Detection Limit (MDL): The minimum concentration of a substance that can be measured and reported with 99% confidence that the analyte concentration is greater than zero and is determined from analysis of a sample in a given matrix type containing the analyte.

Reportable Detection Limit (RDL): The lowest concentration that can be reliably achieved within specified limits of precision and accuracy during routine laboratory operating conditions. For many analytes the RDL analyte concentration is selected as the lowest non-zero standard in the calibration curve. While the RDL is approximately 5 to 10 times the MDL, the RDL for each sample takes into account the sample volume/weight, extract/digestate volume, cleanup procedures and, if applicable, dry weight correction. Sample RDLs are highly matrix-dependent.

Surrogate: An organic compound which is similar to the target analyte(s) in chemical composition and behavior in the analytical process, but which is not normally found in environmental samples. These compounds are spiked into all blanks, standards, and samples prior to analysis. Percent recoveries are calculated for each surrogate.

Continuing Calibration Verification: The calibration relationship established during the initial calibration must be verified at periodic intervals. Concentrations, intervals, and criteria are method specific.



Spectrum Analytical

CHAIN OF CUSTODY RECORD

Page 1 of 1

Special Handling:

- Standard TAT - 7 to 10 business days
 - Rush TAT - Date Needed: _____
- All TATs subject to laboratory approval
Min. 24-hr notification needed for rushes
Samples disposed after 30 days unless otherwise instructed.

Report To: AECC
6308 Fly Rd
East Spouse NY 13057

Telephone #: (315) 432-1400
 Project Mgr: Rich Makana

Invoice To: AECC (pg # 17-258)
Check Energy.com

P.O. No.: _____ Quote #: _____

Project No: 17-258
 Site Name: Spouse Side
 Location: Side of
 Sampler(s): Doris Barner State: NY

F=Field Filtered 1=Na₂SO₄ 2=HCl 3=H₂SO₄ 4=HNO₃ 5=NaOH 6=Ascorbic Acid
 7=CH₃OH 8=NaHSO₄ 9=Deionized Water 10=H₂PO₄ 11= _____ 12= _____

DW=Drinking Water GW=Groundwater SW=Surface Water WW=Waste Water
 O=Oil SO=Soil SL=Sludge A=Indoor/Ambient Air SG=Soil Gas
 X1= _____ X2= _____ X3= _____

G=Grab C=Compsite

Lab ID:	Sample ID:	Date:	Time:	Type	Matrix	# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	Containers	Analysis	Check if chlorinated	QA/QC Reporting Notes:
42975-01	TW-01	1/8/18	1014	G	GW	3	1						MA DEP MCF CAM Report? <input type="checkbox"/> Yes <input type="checkbox"/> No CT DPH RCP Report? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Standard <input type="checkbox"/> No QC <input type="checkbox"/> DQA* <input type="checkbox"/> ASP B* <input type="checkbox"/> ASP A* <input type="checkbox"/> NJ Full* <input type="checkbox"/> ND Reduced* <input type="checkbox"/> Tier II* <input type="checkbox"/> Tier IV* Other: _____ State-specific reporting standards: _____
	TW-02	1/8/18	1114	G	GW	3	1						
	TW-03	1/8/18	1152	G	GW	3	1						
	TW-04	1/8/18	1335	G	GW	3	1						
	TW-05	1/8/18	1439	G	GW	3	1						
	DB												
	Tap Back												

Relinquished by: _____ Received by: _____

Date: _____ Time: _____ Temp °C: _____

Overhead 59
 Correction Factor 0
 Consist 59
 IR ID # 2

Condition upon receipt: Custody Seals: Present Intact Broken
 Ambient Iced Refrigerated DI VOA Frozen Soil Jar Frozen

EDD format: PDF and Excel
 E-mail to: smkern@energy.com
dbarner@energy.com

Sc 42975

FedEx Package
 EXPRESS US Airbill
 Tracking Number **81116 7330 4759**

1 From
 Date 1/8/18

Sender's Name Deid Bantner Phone 315 432-9460

Company AECG

Address 6308 Fly Rd

City East Syracuse State NY ZIP 13057

2 Your Internal Billing Reference 17-258

3 To
 Recipient's Name Sample Receiving Phone 413 741-9018

Company Eurotas/Spacem Analytical

Address 11 Alwayson Drive

City Apooson State MA ZIP 01001

Address Use this line for the HQID location address or for continuation of your shipping address.



8116 7330 4759

Form ID No. **0200**

4 Express Package Service

Next Business Day

FedEx First Overnight

FedEx Priority Overnight

FedEx Standard Overnight

5 Packaging

6 Special Handling and Delivery Signature Options

7 Payment Bill to:

Sender
 Recipient
 Third Party
 Credit Card
 Cash/Check
 Other

Total Packages: 1 Total Weight: 36 lbs.
 Enter FedEx Acct. No. or Credit Card No. below: _____
 Account No. _____
 Cash/Check _____

644



Spectrum Analytical

CHAIN OF CUSTODY RECORD

Page 1 of 1

Special Handling:

- Standard TAT - 7 to 10 business days
 - Rush TAT - Date Needed: _____
- All TATs subject to laboratory approval
Min. 24-hr notification needed for rushes
Samples disposed after 30 days unless otherwise instructed.

Report To: AECC
6308 Fly Rd
East Spouse NY 13057
 Telephone #: (315) 432-5400
 Project Mgr: Rich McKenna

Invoice To: AECC (pg # 17-258)
check@accygraf.com
 P.O. No.: _____
 Quote #: _____

Project No: 17-258
 Site Name: Spouse Site
 Location: Sales St
 Sampler(s): Doris Barthelemy
 State: NY

F=Field Filtered 1=Na₂SO₃ 2=HCl 3=H₂SO₄ 4=HNO₃ 5=NaOH 6=Ascorbic Acid
 7=CH₃OH 8=NaHSO₄ 9=Deionized Water 10=H₂PO₄ 11= _____ 12= _____

DW=Drinking Water GW=Groundwater SW=Surface Water WW=Waste Water
 O=Oil SO=Soil SL=Sludge A=Indoor/Ambient Air SG=Soil Gas
 X1= _____ X2= _____ X3= _____

Lab ID:	Sample ID:	Date:	Time:	Type	Matrix	Containers				Analysis	Check if chlorinated	QA/QC Reporting Notes: * additional charges may apply
						# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic			
42975-01	TW-01	1/8/18	1014	G	SW	3	1					
	TW-02	1/8/18	1114	G	SW	3	1					
	TW-03	1/8/18	1152	G	SW	3	1					
	TW-04	1/8/18	1335	G	SW	3	1					
	TW-05	1/8/18	1439	G	SW	3	1					
	DB Trip Back											

Relinquished by: _____ Received by: _____ Date: _____ Time: _____ Temp °C: _____
 Signature: Doris Barthelemy Signature: AECC
 Signature: Feder Signature: AECC
 Signature: Feder Signature: AECC

Condition upon receipt: Ambient Refrigerated DI VOA Frozen Sealed/Frozen
 Custody Seals: Present Intact Broken
 E-mail to: smckenna@accygraf.com
 PDF and Excel: _____
 Signature: AECC
 Signature: AECC
 Signature: AECC

SC 42975

Batch Summary

1800431

Semivolatile Organic Compounds by GCMS

1800431-BLK1
1800431-BS1
1800431-BSD1
SC42975-01 (TW-01)
SC42975-02 (TW-02)
SC42975-03 (TW-03)
SC42975-04 (TW-04)
SC42975-05 (TW-05)

1800522

Volatile Organic Compounds

1800522-BLK1
1800522-BS1
1800522-BSD1
SC42975-01 (TW-01)
SC42975-02 (TW-02)
SC42975-04 (TW-04)
SC42975-05 (TW-05)
SC42975-06 (Trip Blank)

1800589

Volatile Organic Compounds

1800589-BLK1
1800589-BS1
1800589-BSD1
SC42975-03 (TW-03)

S711008

Semivolatile Organic Compounds by GCMS

S711008-CAL1
S711008-CAL2
S711008-CAL3
S711008-CAL4
S711008-CAL5
S711008-CAL6
S711008-CAL7
S711008-CAL8
S711008-CAL9
S711008-CALA
S711008-ICV1
S711008-LCV1
S711008-LCV2
S711008-TUN1

S815859

Semivolatile Organic Compounds by GCMS

S815859-CAL1
S815859-CAL2
S815859-CAL3
S815859-CAL4

S815859-CAL5
S815859-CAL6
S815859-CAL7
S815859-CAL8
S815859-CAL9
S815859-CALA
S815859-ICV1
S815859-LCV1
S815859-LCV2
S815859-TUN1

S815896

Volatile Organic Compounds

S815896-CAL1
S815896-CAL2
S815896-CAL3
S815896-CAL4
S815896-CAL5
S815896-CAL6
S815896-CAL7
S815896-CAL8
S815896-CAL9
S815896-ICV1
S815896-LCV1
S815896-LCV2
S815896-LCV3
S815896-TUN1

S815952

Volatile Organic Compounds

S815952-CCV1
S815952-TUN1

S815976

Volatile Organic Compounds

S815976-CCV1
S815976-TUN1

S816008

Semivolatile Organic Compounds by GCMS

S816008-CCV1
S816008-TUN1

S816057

Semivolatile Organic Compounds by GCMS

S816057-CCV1
S816057-TUN1

S816058

Semivolatile Organic Compounds by GCMS

S816058-CCV1

S816058-TUN1

Laboratory Report
SC43828

AECC Environmental Consulting
 6308 Fly Road
 East Syracuse, NY 13057
 Attn: Rich McKenna

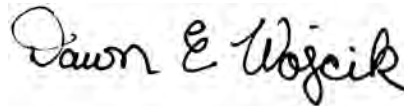
Project: Syracuse Scale - Solar St - NY
 Project #: 17-258-001

I attest that the information contained within the report has been reviewed for accuracy and checked against the quality control requirements for each method. These results relate only to the sample(s) as received.
 All applicable NELAC requirements have been met.

Massachusetts # M-MA138/MA1110
 Connecticut # PH-0777
 Florida # E87936
 Maine # MA138
 New Hampshire # 2972/2538
 New Jersey # MA011
 New York # 11393
 Pennsylvania # 68-04426/68-02924
 Rhode Island # LAO00348
 USDA # P330-15-00375
 Vermont # VT-11393



Authorized by:
 Dawn Wojcik
 Laboratory Director



Eurofins Spectrum Analytical holds primary NELAC certification in the State of New York for the analytes as indicated with an X in the "Cert." column within this report. Please note that the State of New York does not offer certification for all analytes. Please refer to our website for specific certification holdings in each state.

Please note that this report contains 14 pages of analytical data plus Chain of Custody document(s). When the Laboratory Report is indicated as revised, this report supersedes any previously dated reports for the laboratory ID(s) referenced above. Where this report identifies subcontracted analyses, copies of the subcontractor's test report are available upon request. This report may not be reproduced, except in full, without written approval from Eurofins Spectrum Analytical, Inc.

Eurofins Spectrum Analytical, Inc. is a NELAC accredited laboratory organization and meets NELAC testing standards. Use of the NELAC logo however does not insure that Eurofins Spectrum Analytical, Inc. is currently accredited for the specific method or analyte indicated. Please refer to our Quality web page at www.spectrum-analytical.com for a full listing of our current certifications and fields of accreditation. States in which Eurofins Spectrum Analytical, Inc. holds NELAC certification are New York, New Hampshire, New Jersey, Pennsylvania and Florida. All analytical work for Volatile Organic and Air analysis are transferred to and conducted at our 830 Silver Street location (PA-68-04426).

Please contact the Laboratory or Technical Director at 800-789-9115 with any questions regarding the data contained in this laboratory report.

Sample Summary

Work Order: SC43828
Project: Syracuse Scale - Solar St - NY
Project Number: 17-258-001

<u>Laboratory ID</u>	<u>Client Sample ID</u>	<u>Matrix</u>	<u>Date Sampled</u>	<u>Date Received</u>
SC43828-01	TW-06	Ground Water	08-Feb-18 09:24	09-Feb-18 10:45
SC43828-02	TW-07	Ground Water	08-Feb-18 10:14	09-Feb-18 10:45
SC43828-03	TW-08	Ground Water	08-Feb-18 10:50	09-Feb-18 10:45
SC43828-04	Trip Blank	Aqueous	08-Feb-18 00:00	09-Feb-18 10:45

CASE NARRATIVE:

Data has been reported to the RDL. This report includes estimated concentrations detected below the RDL and above the MDL (J-Flag).

All non-detects and all results below the detection limit are reported as "<" (less than) the detection limit in this report.

The samples were received 1.0 degrees Celsius, please refer to the Chain of Custody for details specific to temperature upon receipt. An infrared thermometer with a tolerance of +/- 1.0 degrees Celsius was used immediately upon receipt of the samples.

If a Matrix Spike (MS), Matrix Spike Duplicate (MSD) or Duplicate (DUP) was not requested on the Chain of Custody, method criteria may have been fulfilled with a source sample not of this Sample Delivery Group. If method or program required MS/MSD/Dup were not performed, sufficient sample was not provided to the laboratory.

See below for any non-conformances and issues relating to quality control samples and/or sample analysis/matrix.

SW846 8260C

Calibration:

1801070

Analyte quantified by quadratic equation type calibration.

Naphthalene

This affected the following samples:

1802047-BLK1
1802047-BS1
1802047-BSD1
S816062-ICV1
S816757-CCV1
TW-06

Samples:

SC43828-02 *TW-07*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogates with three required by program methods.

1,2-Dichloroethane-d4

SC43828-03 *TW-08*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogates with three required by program methods.

1,2-Dichloroethane-d4

SC43828-04 *Trip Blank*

Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogates with three required by program methods.

1,2-Dichloroethane-d4

Sample Acceptance Check Form

Client: AECC Environmental Consulting
Project: Syracuse Scale - Solar St - NY / 17-258-001
Work Order: SC43828
Sample(s) received on: 2/9/2018

The following outlines the condition of samples for the attached Chain of Custody upon receipt.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
Were custody seals present?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were custody seals intact?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples received at a temperature of $\leq 6^{\circ}\text{C}$?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples cooled on ice upon transfer to laboratory representative?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were sample containers received intact?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples properly labeled (labels affixed to sample containers and include sample ID, site location, and/or project number and the collection date)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples accompanied by a Chain of Custody document?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does Chain of Custody document include proper, full, and complete documentation, which shall include sample ID, site location, and/or project number, date and time of collection, collector's name, preservation type, sample matrix and any special remarks concerning the sample?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did sample container labels agree with Chain of Custody document?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were samples received within method-specific holding times?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Summary of Hits

Lab ID: SC43828-01

Client ID: TW-06

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
1,2,4-Trimethylbenzene	37.8		1.0	µg/l	SW846 8260C
1,3,5-Trimethylbenzene	1.2		1.0	µg/l	SW846 8260C
4-Isopropyltoluene	3.3		1.0	µg/l	SW846 8260C
Benzene	2.1		1.0	µg/l	SW846 8260C
Ethylbenzene	3.4		1.0	µg/l	SW846 8260C
Isopropylbenzene	5.5		1.0	µg/l	SW846 8260C
m,p-Xylene	16.4		2.0	µg/l	SW846 8260C
Naphthalene	5.6		1.0	µg/l	SW846 8260C
n-Butylbenzene	2.2		1.0	µg/l	SW846 8260C
n-Propylbenzene	6.9		1.0	µg/l	SW846 8260C
o-Xylene	0.6	J	1.0	µg/l	SW846 8260C
sec-Butylbenzene	2.1		1.0	µg/l	SW846 8260C
tert-Butylbenzene	0.9	J	1.0	µg/l	SW846 8260C
Toluene	0.7	J	1.0	µg/l	SW846 8260C

Lab ID: SC43828-02

Client ID: TW-07

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
1,2,4-Trimethylbenzene	352	D	10.0	µg/l	SW846 8260C
4-Isopropyltoluene	15.4	D	10.0	µg/l	SW846 8260C
Benzene	42.6	D	10.0	µg/l	SW846 8260C
Ethylbenzene	36.0	D	10.0	µg/l	SW846 8260C
Isopropylbenzene	48.1	D	10.0	µg/l	SW846 8260C
m,p-Xylene	14.3	J, D	20.0	µg/l	SW846 8260C
Naphthalene	96.1	D	10.0	µg/l	SW846 8260C
n-Butylbenzene	12.5	D	10.0	µg/l	SW846 8260C
n-Propylbenzene	56.2	D	10.0	µg/l	SW846 8260C
sec-Butylbenzene	11.9	D	10.0	µg/l	SW846 8260C
Toluene	8.0	J, D	10.0	µg/l	SW846 8260C

Lab ID: SC43828-03

Client ID: TW-08

Parameter	Result	Flag	Reporting Limit	Units	Analytical Method
1,2,4-Trimethylbenzene	151	D	5.0	µg/l	SW846 8260C
4-Isopropyltoluene	10.8	D	5.0	µg/l	SW846 8260C
Ethylbenzene	17.0	D	5.0	µg/l	SW846 8260C
Isopropylbenzene	19.5	D	5.0	µg/l	SW846 8260C
m,p-Xylene	4.8	J, D	10.0	µg/l	SW846 8260C
Naphthalene	30.6	D	5.0	µg/l	SW846 8260C
n-Butylbenzene	8.4	D	5.0	µg/l	SW846 8260C
n-Propylbenzene	26.2	D	5.0	µg/l	SW846 8260C
sec-Butylbenzene	7.0	D	5.0	µg/l	SW846 8260C

Please note that because there are no reporting limits associated with hazardous waste characterizations or micro analyses, this summary does not include hits from these analyses if included in this work order.

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Sample Identification

TW-06
SC43828-01

Client Project #
17-258-001

Matrix
Ground Water

Collection Date/Time
08-Feb-18 09:24

Received
09-Feb-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
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Volatile Organic Compounds

Volatile Organic Full Aromatics by SW846

8260

Prepared by method SW846 5030 Water MS

71-43-2	Benzene	2.1		µg/l	1.0	0.3	1	SW846 8260C	13-Feb-18	13-Feb-18	GMA	1802047	X
104-51-8	n-Butylbenzene	2.2		µg/l	1.0	0.4	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	2.1		µg/l	1.0	0.3	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	0.9	J	µg/l	1.0	0.3	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	3.4		µg/l	1.0	0.3	1	"	"	"	"	"	X
98-82-8	Isopropylbenzene	5.5		µg/l	1.0	0.4	1	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	3.3		µg/l	1.0	0.3	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0	U	µg/l	1.0	0.2	1	"	"	"	"	"	X
91-20-3	Naphthalene	5.6		µg/l	1.0	0.4	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	6.9		µg/l	1.0	0.3	1	"	"	"	"	"	X
108-88-3	Toluene	0.7	J	µg/l	1.0	0.3	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	37.8		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	1.2		µg/l	1.0	0.4	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	16.4		µg/l	2.0	0.4	1	"	"	"	"	"	X
95-47-6	o-Xylene	0.6	J	µg/l	1.0	0.3	1	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	113			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	100			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	106			70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	110			70-130 %			"	"	"	"	"	

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Sample Identification

TW-07
SC43828-02

Client Project #
17-258-001

Matrix
Ground Water

Collection Date/Time
08-Feb-18 10:14

Received
09-Feb-18

<i>CAS No.</i>	<i>Analyte(s)</i>	<i>Result</i>	<i>Flag</i>	<i>Units</i>	<i>*RDL</i>	<i>MDL</i>	<i>Dilution</i>	<i>Method Ref.</i>	<i>Prepared</i>	<i>Analyzed</i>	<i>Analyst</i>	<i>Batch</i>	<i>Cert.</i>
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Volatile Organic Compounds

Volatile Organic Full Aromatics by SW846 8260

GS1

Prepared by method SW846 5030 Water MS

71-43-2	Benzene	42.6	D	µg/l	10.0	2.8	10	SW846 8260C	12-Feb-18	13-Feb-18	GMA	1801980	X
104-51-8	n-Butylbenzene	12.5	D	µg/l	10.0	4.1	10	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	11.9	D	µg/l	10.0	3.3	10	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 10.0	U, D	µg/l	10.0	3.2	10	"	"	"	"	"	X
100-41-4	Ethylbenzene	36.0	D	µg/l	10.0	3.3	10	"	"	"	"	"	X
98-82-8	Isopropylbenzene	48.1	D	µg/l	10.0	3.6	10	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	15.4	D	µg/l	10.0	2.8	10	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 10.0	U, D	µg/l	10.0	2.4	10	"	"	"	"	"	X
91-20-3	Naphthalene	96.1	D	µg/l	10.0	3.5	10	"	"	"	"	"	X
103-65-1	n-Propylbenzene	56.2	D	µg/l	10.0	3.4	10	"	"	"	"	"	X
108-88-3	Toluene	8.0	J, D	µg/l	10.0	3.0	10	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	352	D	µg/l	10.0	3.6	10	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 10.0	U, D	µg/l	10.0	4.3	10	"	"	"	"	"	X
179601-23-1	m,p-Xylene	14.3	J, D	µg/l	20.0	3.8	10	"	"	"	"	"	X
95-47-6	o-Xylene	< 10.0	U, D	µg/l	10.0	2.8	10	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	96			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	104			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	139	SGCMS VOC		70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	105			70-130 %			"	"	"	"	"	

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Sample Identification

TW-08 Client Project # 17-258-001 Matrix Ground Water Collection Date/Time 08-Feb-18 10:50 Received 09-Feb-18
 SC43828-03

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
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Volatile Organic Compounds

Volatile Organic Full Aromatics by SW846

GS1

8260

Prepared by method SW846 5030 Water MS

71-43-2	Benzene	< 5.0	U, D	µg/l	5.0	1.4	5	SW846 8260C	12-Feb-18	13-Feb-18	GMA	1801980	X
104-51-8	n-Butylbenzene	8.4	D	µg/l	5.0	2.1	5	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	7.0	D	µg/l	5.0	1.6	5	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 5.0	U, D	µg/l	5.0	1.6	5	"	"	"	"	"	X
100-41-4	Ethylbenzene	17.0	D	µg/l	5.0	1.6	5	"	"	"	"	"	X
98-82-8	Isopropylbenzene	19.5	D	µg/l	5.0	1.8	5	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	10.8	D	µg/l	5.0	1.4	5	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 5.0	U, D	µg/l	5.0	1.2	5	"	"	"	"	"	X
91-20-3	Naphthalene	30.6	D	µg/l	5.0	1.8	5	"	"	"	"	"	X
103-65-1	n-Propylbenzene	26.2	D	µg/l	5.0	1.7	5	"	"	"	"	"	X
108-88-3	Toluene	< 5.0	U, D	µg/l	5.0	1.5	5	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	151	D	µg/l	5.0	1.8	5	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 5.0	U, D	µg/l	5.0	2.2	5	"	"	"	"	"	X
179601-23-1	m,p-Xylene	4.8	J, D	µg/l	10.0	1.9	5	"	"	"	"	"	X
95-47-6	o-Xylene	< 5.0	U, D	µg/l	5.0	1.4	5	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	97			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	104			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	140	SGCMS VOC		70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	104			70-130 %			"	"	"	"	"	

Total Metals by EPA 200/6000 Series Methods

Prepared by method General Prep-Metal

Preservation	Field Preserved; pH<2 confirmed			N/A			1	EPA 200/6000 methods	12-Feb-18		KT	1802010	
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Total Metals by EPA 6000/7000 Series Methods

Prepared by method SW846 3005A

7439-92-1	Lead	< 0.0150	U	mg/l	0.0150	0.0124	1	SW846 6010C	13-Feb-18	13-Feb-18	TBC	1802046	X
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Sample Identification

Trip Blank
SC43828-04

Client Project #
17-258-001

Matrix
Aqueous

Collection Date/Time
08-Feb-18 00:00

Received
09-Feb-18

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
<u>Volatile Organic Full Aromatics by SW846</u>													
<u>8260</u>													
<u>Prepared by method SW846 5030 Water MS</u>													
71-43-2	Benzene	< 1.0	U	µg/l	1.0	0.3	1	SW846 8260C	12-Feb-18	13-Feb-18	GMA	1801980	X
104-51-8	n-Butylbenzene	< 1.0	U	µg/l	1.0	0.4	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0	U	µg/l	1.0	0.3	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0	U	µg/l	1.0	0.3	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0	U	µg/l	1.0	0.3	1	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 1.0	U	µg/l	1.0	0.4	1	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 1.0	U	µg/l	1.0	0.3	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0	U	µg/l	1.0	0.2	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0	U	µg/l	1.0	0.4	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0	U	µg/l	1.0	0.3	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0	U	µg/l	1.0	0.3	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0	U	µg/l	1.0	0.4	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0	U	µg/l	1.0	0.4	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0	U	µg/l	2.0	0.4	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0	U	µg/l	1.0	0.3	1	"	"	"	"	"	X

Surrogate recoveries:

460-00-4	4-Bromofluorobenzene	96			70-130 %			"	"	"	"	"	
2037-26-5	Toluene-d8	101			70-130 %			"	"	"	"	"	
17060-07-0	1,2-Dichloroethane-d4	141	SGCMS VOC		70-130 %			"	"	"	"	"	
1868-53-7	Dibromofluoromethane	106			70-130 %			"	"	"	"	"	

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1801980 - SW846 5030 Water MS										
Blank (1801980-BLK1)					<u>Prepared & Analyzed: 12-Feb-18</u>					
Benzene	< 1.0	U	µg/l	1.0						
n-Butylbenzene	< 1.0	U	µg/l	1.0						
sec-Butylbenzene	< 1.0	U	µg/l	1.0						
tert-Butylbenzene	< 1.0	U	µg/l	1.0						
Ethylbenzene	< 1.0	U	µg/l	1.0						
Isopropylbenzene	< 1.0	U	µg/l	1.0						
4-Isopropyltoluene	< 1.0	U	µg/l	1.0						
Methyl tert-butyl ether	< 1.0	U	µg/l	1.0						
Naphthalene	< 1.0	U	µg/l	1.0						
n-Propylbenzene	< 1.0	U	µg/l	1.0						
Toluene	< 1.0	U	µg/l	1.0						
1,2,4-Trimethylbenzene	< 1.0	U	µg/l	1.0						
1,3,5-Trimethylbenzene	< 1.0	U	µg/l	1.0						
m,p-Xylene	< 2.0	U	µg/l	2.0						
o-Xylene	< 1.0	U	µg/l	1.0						
<hr/>										
<i>Surrogate: 4-Bromofluorobenzene</i>	47.0		µg/l		50.0		94	70-130		
<i>Surrogate: Toluene-d8</i>	50.2		µg/l		50.0		100	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	63.8		µg/l		50.0		128	70-130		
<i>Surrogate: Dibromofluoromethane</i>	51.2		µg/l		50.0		102	70-130		
LCS (1801980-BS1)					<u>Prepared & Analyzed: 12-Feb-18</u>					
Benzene	21.4		µg/l		20.0		107	70-130		
n-Butylbenzene	21.2		µg/l		20.0		106	70-130		
sec-Butylbenzene	22.0		µg/l		20.0		110	70-130		
tert-Butylbenzene	20.7		µg/l		20.0		103	70-130		
Ethylbenzene	20.1		µg/l		20.0		101	70-130		
Isopropylbenzene	21.1		µg/l		20.0		105	70-130		
4-Isopropyltoluene	22.9		µg/l		20.0		115	70-130		
Methyl tert-butyl ether	21.1		µg/l		20.0		106	70-130		
Naphthalene	21.3		µg/l		20.0		106	70-130		
n-Propylbenzene	21.4		µg/l		20.0		107	70-130		
Toluene	22.6		µg/l		20.0		113	70-130		
1,2,4-Trimethylbenzene	21.1		µg/l		20.0		106	70-130		
1,3,5-Trimethylbenzene	20.8		µg/l		20.0		104	70-130		
m,p-Xylene	19.3		µg/l		20.0		96	70-130		
o-Xylene	19.8		µg/l		20.0		99	70-130		
<hr/>										
<i>Surrogate: 4-Bromofluorobenzene</i>	49.2		µg/l		50.0		98	70-130		
<i>Surrogate: Toluene-d8</i>	52.7		µg/l		50.0		105	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	64.7		µg/l		50.0		129	70-130		
<i>Surrogate: Dibromofluoromethane</i>	53.7		µg/l		50.0		107	70-130		
LCS Dup (1801980-BSD1)					<u>Prepared & Analyzed: 12-Feb-18</u>					
Benzene	20.3		µg/l		20.0		102	70-130	5	20
n-Butylbenzene	20.4		µg/l		20.0		102	70-130	4	20
sec-Butylbenzene	20.0		µg/l		20.0		100	70-130	10	20
tert-Butylbenzene	19.0		µg/l		20.0		95	70-130	8	20
Ethylbenzene	18.9		µg/l		20.0		94	70-130	6	20
Isopropylbenzene	19.5		µg/l		20.0		97	70-130	8	20
4-Isopropyltoluene	21.2		µg/l		20.0		106	70-130	8	20
Methyl tert-butyl ether	21.2		µg/l		20.0		106	70-130	0.4	20
Naphthalene	20.4		µg/l		20.0		102	70-130	4	20
n-Propylbenzene	19.3		µg/l		20.0		97	70-130	10	20

This laboratory report is not valid without an authorized signature on the cover page.

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1801980 - SW846 5030 Water MS										
<u>LCS Dup (1801980-BSD1)</u>					<u>Prepared & Analyzed: 12-Feb-18</u>					
Toluene	21.4		µg/l		20.0		107	70-130	6	20
1,2,4-Trimethylbenzene	19.5		µg/l		20.0		98	70-130	8	20
1,3,5-Trimethylbenzene	19.4		µg/l		20.0		97	70-130	7	20
m,p-Xylene	17.9		µg/l		20.0		89	70-130	8	20
o-Xylene	18.3		µg/l		20.0		92	70-130	8	20
<i>Surrogate: 4-Bromofluorobenzene</i>	49.1		µg/l		50.0		98	70-130		
<i>Surrogate: Toluene-d8</i>	53.3		µg/l		50.0		107	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	62.2		µg/l		50.0		124	70-130		
<i>Surrogate: Dibromofluoromethane</i>	54.7		µg/l		50.0		109	70-130		
Batch 1802047 - SW846 5030 Water MS										
<u>Blank (1802047-BLK1)</u>					<u>Prepared & Analyzed: 13-Feb-18</u>					
Benzene	< 1.0	U	µg/l	1.0						
n-Butylbenzene	< 1.0	U	µg/l	1.0						
sec-Butylbenzene	< 1.0	U	µg/l	1.0						
tert-Butylbenzene	< 1.0	U	µg/l	1.0						
Ethylbenzene	0.4	J	µg/l	1.0						
Isopropylbenzene	< 1.0	U	µg/l	1.0						
4-Isopropyltoluene	< 1.0	U	µg/l	1.0						
Methyl tert-butyl ether	< 1.0	U	µg/l	1.0						
Naphthalene	< 1.0	U	µg/l	1.0						
n-Propylbenzene	< 1.0	U	µg/l	1.0						
Toluene	< 1.0	U	µg/l	1.0						
1,2,4-Trimethylbenzene	< 1.0	U	µg/l	1.0						
1,3,5-Trimethylbenzene	< 1.0	U	µg/l	1.0						
m,p-Xylene	< 2.0	U	µg/l	2.0						
o-Xylene	< 1.0	U	µg/l	1.0						
<i>Surrogate: 4-Bromofluorobenzene</i>	55.9		µg/l		50.0		112	70-130		
<i>Surrogate: Toluene-d8</i>	52.1		µg/l		50.0		104	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	52.6		µg/l		50.0		105	70-130		
<i>Surrogate: Dibromofluoromethane</i>	55.1		µg/l		50.0		110	70-130		
<u>LCS (1802047-BS1)</u>					<u>Prepared & Analyzed: 13-Feb-18</u>					
Benzene	20.2		µg/l		20.0		101	70-130		
n-Butylbenzene	20.0		µg/l		20.0		100	70-130		
sec-Butylbenzene	21.7		µg/l		20.0		108	70-130		
tert-Butylbenzene	22.0		µg/l		20.0		110	70-130		
Ethylbenzene	21.3		µg/l		20.0		106	70-130		
Isopropylbenzene	21.2		µg/l		20.0		106	70-130		
4-Isopropyltoluene	20.5		µg/l		20.0		102	70-130		
Methyl tert-butyl ether	21.3		µg/l		20.0		106	70-130		
Naphthalene	19.0		µg/l		20.0		95	70-130		
n-Propylbenzene	21.1		µg/l		20.0		106	70-130		
Toluene	21.8		µg/l		20.0		109	70-130		
1,2,4-Trimethylbenzene	22.4		µg/l		20.0		112	70-130		
1,3,5-Trimethylbenzene	21.9		µg/l		20.0		110	70-130		
m,p-Xylene	20.7		µg/l		20.0		104	70-130		
o-Xylene	21.5		µg/l		20.0		108	70-130		
<i>Surrogate: 4-Bromofluorobenzene</i>	52.7		µg/l		50.0		105	70-130		
<i>Surrogate: Toluene-d8</i>	52.2		µg/l		50.0		104	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	54.5		µg/l		50.0		109	70-130		

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Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
SW846 8260C										
Batch 1802047 - SW846 5030 Water MS										
LCS (1802047-BS1)					<u>Prepared & Analyzed: 13-Feb-18</u>					
<i>Surrogate: Dibromofluoromethane</i>	55.4		µg/l		50.0		111	70-130		
LCS Dup (1802047-BSD1)					<u>Prepared & Analyzed: 13-Feb-18</u>					
Benzene	19.1		µg/l		20.0		96	70-130	5	20
n-Butylbenzene	18.8		µg/l		20.0		94	70-130	6	20
sec-Butylbenzene	20.8		µg/l		20.0		104	70-130	4	20
tert-Butylbenzene	21.2		µg/l		20.0		106	70-130	3	20
Ethylbenzene	19.4		µg/l		20.0		97	70-130	9	20
Isopropylbenzene	19.9		µg/l		20.0		99	70-130	6	20
4-Isopropyltoluene	18.9		µg/l		20.0		95	70-130	8	20
Methyl tert-butyl ether	20.8		µg/l		20.0		104	70-130	2	20
Naphthalene	17.7		µg/l		20.0		88	70-130	7	20
n-Propylbenzene	20.0		µg/l		20.0		100	70-130	5	20
Toluene	19.5		µg/l		20.0		98	70-130	11	20
1,2,4-Trimethylbenzene	19.2		µg/l		20.0		96	70-130	15	20
1,3,5-Trimethylbenzene	19.0		µg/l		20.0		95	70-130	14	20
m,p-Xylene	19.2		µg/l		20.0		96	70-130	7	20
o-Xylene	19.1		µg/l		20.0		96	70-130	12	20
<i>Surrogate: 4-Bromofluorobenzene</i>	52.8		µg/l		50.0		106	70-130		
<i>Surrogate: Toluene-d8</i>	51.8		µg/l		50.0		104	70-130		
<i>Surrogate: 1,2-Dichloroethane-d4</i>	55.1		µg/l		50.0		110	70-130		
<i>Surrogate: Dibromofluoromethane</i>	56.7		µg/l		50.0		113	70-130		

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Total Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<u>SW846 6010C</u>										
Batch 1802046 - SW846 3005A										
<u>Blank (1802046-BLK1)</u>					<u>Prepared & Analyzed: 13-Feb-18</u>					
Lead	< 0.0150	U	mg/l	0.0150						
<u>LCS (1802046-BS1)</u>					<u>Prepared & Analyzed: 13-Feb-18</u>					
Lead	2.51		mg/l	0.0150	2.50		100	85-115		
<u>LCS Dup (1802046-BSD1)</u>					<u>Prepared & Analyzed: 13-Feb-18</u>					
Lead	2.54		mg/l	0.0150	2.50		101	85-115	1	20
<u>Duplicate (1802046-DUP1)</u>					<u>Source: SC43828-03</u> <u>Prepared & Analyzed: 13-Feb-18</u>					
Lead	< 0.0150	U	mg/l	0.0150		BRL				20
<u>Matrix Spike (1802046-MS1)</u>					<u>Source: SC43828-03</u> <u>Prepared & Analyzed: 13-Feb-18</u>					
Lead	2.40		mg/l	0.0150	2.50	BRL	96	75-125		
<u>Matrix Spike Dup (1802046-MSD1)</u>					<u>Source: SC43828-03</u> <u>Prepared & Analyzed: 13-Feb-18</u>					
Lead	2.46		mg/l	0.0150	2.50	BRL	99	75-125	3	20
<u>Post Spike (1802046-PS1)</u>					<u>Source: SC43828-03</u> <u>Prepared & Analyzed: 13-Feb-18</u>					
Lead	2.48		mg/l	0.0150	2.50	BRL	99	80-120		

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Notes and Definitions

D	Data reported from a dilution
GS1	Sample dilution required for high concentration of target analytes to be within the instrument calibration range.
J	Detected above the Method Detection Limit but below the Reporting Limit; therefore, result is an estimated concentration (CLP J-Flag).
SGCMSVOC	Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogates with three required by program methods.
U	Analyte included in the analysis, but not detected at or above the MDL.
dry	Sample results reported on a dry weight basis
NR	Not Reported
RPD	Relative Percent Difference

Laboratory Control Sample (LCS): A known matrix spiked with compound(s) representative of the target analytes, which is used to document laboratory performance.

Matrix Duplicate: An intra-laboratory split sample which is used to document the precision of a method in a given sample matrix.

Matrix Spike: An aliquot of a sample spiked with a known concentration of target analyte(s). The spiking occurs prior to sample preparation and analysis. A matrix spike is used to document the bias of a method in a given sample matrix.

Method Blank: An analyte-free matrix to which all reagents are added in the same volumes or proportions as used in sample processing. The method blank should be carried through the complete sample preparation and analytical procedure. The method blank is used to document contamination resulting from the analytical process.

Method Detection Limit (MDL): The minimum concentration of a substance that can be measured and reported with 99% confidence that the analyte concentration is greater than zero and is determined from analysis of a sample in a given matrix type containing the analyte.

Reportable Detection Limit (RDL): The lowest concentration that can be reliably achieved within specified limits of precision and accuracy during routine laboratory operating conditions. For many analytes the RDL analyte concentration is selected as the lowest non-zero standard in the calibration curve. While the RDL is approximately 5 to 10 times the MDL, the RDL for each sample takes into account the sample volume/weight, extract/digestate volume, cleanup procedures and, if applicable, dry weight correction. Sample RDLs are highly matrix-dependent.

Surrogate: An organic compound which is similar to the target analyte(s) in chemical composition and behavior in the analytical process, but which is not normally found in environmental samples. These compounds are spiked into all blanks, standards, and samples prior to analysis. Percent recoveries are calculated for each surrogate.

Continuing Calibration Verification: The calibration relationship established during the initial calibration must be verified at periodic intervals. Concentrations, intervals, and criteria are method specific.



Spectrum Analytical

CHAIN OF CUSTODY RECORD

Page 12 of 12

Special Handling:

- Standard TAT - 7 to 10 business days
- Rush TAT - Date Needed: 2/13/18

All TATs subject to laboratory approval
 Min. 24-hr notification needed for rushes
 Samples disposed after 30 days unless otherwise instructed.

SC 43828

Report To: AEC Invoice To: AEC (pg # 17-258-001)

Project No.: 17-258-001

Telephone #: (35) 432-9400 Site Name: Spruce Lake

Project Mgr: Rich McKenna Location: Silver St State: NY

P.O. No.: Rush Trk # 18127 Sampler(s): Drew Barber

Quote #:

F=Field Filtered 1=N₂S₂O₅ 2=HCl 3=H₂SO₄ 4=HNO₃ 5=NaOH 6=Ascorbic Acid

7=CH₃OH 8=NaHSO₄ 9=Deionized Water 10=H₂PO₄ 11= 12=

DW=Drinking Water GW=Groundwater SW=Surface Water WW=Waste Water

O=Oil SO=Soil SL=Sludge A=Indoor/Ambient Air SG=Soil Gas

X1= X2= X3=

G=Grab C=Composite

Lab ID:	Sample ID:	Date:	Time:	Type	Matrix	Containers				Temp °C	Temp °C	E-mail to:	Condition upon receipt:	Custody Seals:	Soil Jar Frozen
						# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic						
43828-01	72-06	2/8/18	0724	GAD	3					2	4				
	72-07	2/8/18	1014	GAD	3										
	72-08	2/8/18	1050	GAD	3										
	Tip Blks														

Relinquished by: Drew Barber Received by: Felix

Date: 2/8/18 Time: 2:32

Date: 2/9/18 Time: 1045

Temp °C: 1.0

EDD format: PDF and Excel

Condition upon receipt: Present Inact Broken

Custody Seals: Present Inact Broken

Soil Jar Frozen:

FedEx Package
Express® US Airbill

FedEx Tracking Number **8116 7330 4689**

Form ID No. **0200**

Packages up to 150 lbs.
For packages over 150 lbs, use the
FedEx Express Freight US Airbill.

1 From
Date 2/18/18

Sender's Name Dan Barber Phone 315 432-9400

Company AELC

Address 16308 Fly Rd Dept./Floor/Suite/Room

City East Spouse State NY ZIP 13057

2 Your Internal Billing Reference

3 To
Recipient's Name Sample Evening Phone 413 789-9018

Company Enables / Spouse's Hospital

Address 11 Avon Park Dept./Floor/Suite/Room

City Avon State MA ZIP 01001

Hold Weekend
 REQUIRED: NOT available for
FedEx First Overnight
Hold Saturday
FedEx location address
REQUIRED: Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations.

Next Business Day
 FedEx First Overnight
Select your business morning delivery to select
business locations. Delivery not available on
Monday unless Saturday Delivery is selected.
 FedEx Priority Overnight
Next business morning. Friday shipments will be
delivered Monday unless Saturday Delivery
is selected.
 FedEx Standard Overnight
Next business morning. Saturday Delivery NOT available.

2 or 3 Business Days
 FedEx 2Day AM
Next business morning. Saturday Delivery NOT available.
 FedEx 2Day
Next business morning. Thursday shipments
will be delivered on Monday unless Saturday
Delivery is selected.
 FedEx Express Saver
Next business morning. Saturday Delivery NOT available.

5 Packaging *Declared value limit \$500.
 FedEx Envelope* FedEx Pak*
 FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service Guide.
 Saturday Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day AM, or FedEx Express Saver.
 No Signature Required
Direct Signature
Signature required at recipient's address.
May sign for delivery.
 Indirect Signature
If no one is available at recipient's
address, FedEx will attempt to deliver to the
address nearest to the recipient's address. For
residential deliveries only.
 No
Signature Declaration
Signature not required.
 Dry Ice
Dry Ice, UN 1845
 Cargo Aircraft Only
Restrictions apply for dangerous goods - see the current FedEx Service Guide.

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.
 Sender Recipient Third Party Credit Card Cash/Check
Total Packages 1 Total Weight 2.0 lbs.
Credit Card Acct. No. 644



8116 7330 4689

Batch Summary

1801980

Volatile Organic Compounds

1801980-BLK1
1801980-BS1
1801980-BSD1
SC43828-02 (TW-07)
SC43828-03 (TW-08)
SC43828-04 (Trip Blank)

S816680-CAL5
S816680-CAL6
S816680-CAL7
S816680-CAL8
S816680-CAL9
S816680-ICV1
S816680-LCV1
S816680-TUN1

1802010

Total Metals by EPA 200/6000 Series Methods

SC43828-03 (TW-08)

S816721

Volatile Organic Compounds

S816721-CCV1
S816721-TUN1

1802046

Total Metals by EPA 6000/7000 Series Methods

1802046-BLK1
1802046-BS1
1802046-BSD1
1802046-DUP1
1802046-MS1
1802046-MSD1
1802046-PS1
SC43828-03 (TW-08)

S816757

Volatile Organic Compounds

S816757-CCV1
S816757-TUN1

1802047

Volatile Organic Compounds

1802047-BLK1
1802047-BS1
1802047-BSD1
SC43828-01 (TW-06)

S816062

Volatile Organic Compounds

S816062-CAL1
S816062-CAL2
S816062-CAL3
S816062-CAL4
S816062-CAL5
S816062-CAL6
S816062-CAL7
S816062-CAL8
S816062-CAL9
S816062-ICV1
S816062-LCV1
S816062-TUN1

S816680

Volatile Organic Compounds

S816680-CAL1
S816680-CAL2
S816680-CAL3
S816680-CAL4

CLOSING RECEIPT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY LEASE/SUBLEASE TRANSACTION DUPLI ASSOCIATES LLC - DUPLI BUILDING 2 PROJECT

CLOSING RECEIPT executed December 17, 2020 by the City of Syracuse Industrial Development Agency (the "**Agency**"), Dupli Associates LLC, ("**Dupli**") and 156 Solar Street LLC ("**156 Solar**" and together with Dupli, collectively, the "**Company**") in connection with a certain project (the "**Project**") consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended lease agreement and the acquisition of an interest in the Equipment pursuant to one or more bill(s) of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to an amended 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) Each Dupli and 156 Solar have executed, delivered, sealed and acknowledged, where appropriate, the documents to which each is a party.

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

(Signature page to Closing Receipt)

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____

Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____

Mark E. Lane, Managing Member

(Signature page to Closing Receipt)

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC
By: Dupli Associates LLC, its Managing Member
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

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

December 1, 2020

156 Solar Street LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

Re: City of Syracuse Industrial Development Agency
156 Solar Street LLC – Dupli Building 2 Project
Sales Tax Appointment Letter

Dear Mr. Lane:

Pursuant to a resolution duly adopted on April 21, 2020 and October 20, 2020, the City of Syracuse Industrial Development Agency (the "**Agency**") appointed 156 Solar Street LLC ("**156 Solar**") the true and lawful agent of the Agency to undertake a project (the "**Project**") consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended lease agreement and the acquisition of an interest in the Equipment pursuant to one or more bill(s) of sale from the 156 Solar and Dupli Associates LLC ("**Dupli**" and together with 156 Solar, collectively, the "**Company**") to the Agency and the sublease of the Project Facility back to the Company pursuant to an amended sublease agreement.

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

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 \$430,998.

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 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 156 Solar in accordance and compliance with the terms of the Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020 by and between the Agency, 156 Solar and Dupli (the "**Dupli Building 2 Agency Lease**"). 156 Solar 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 Dupli Building 2 Agency Lease relative to such appointments.

156 Solar 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.

156 Solar 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 Dupli Building 2 Project Agreement between the Agency, 156 Solar and

Dupli dated as of December 1, 2020, the Agency shall, and in some circumstances may, recover, recapture, receive or otherwise obtain from 156 Solar 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 156 Solar 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) **October 31, 2022**; unless the Dupli Building 2 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 156 Solar shall be the sole party liable thereunder. By acceptance of this letter, the vendor hereby acknowledges the limitations on liability described herein.

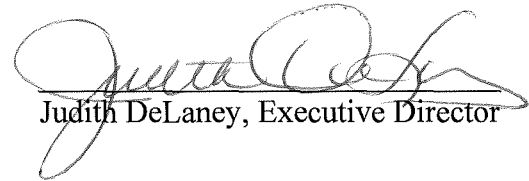
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO SALES TAX APPOINTMENT LETTER]

Very truly yours,

CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY

By:



Judith DeLaney, Executive Director



IDA Appointment of Project Operator or Agent For Sales Tax Purposes

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) 31022006
Street address 201 E. Washington Street, 6th Floor			Telephone number (315) 424-6091
City Syracuse	State NY	ZIP code 13202	Email address (optional)

Project operator or agent information

Name of IDA project operator or agent 156 Solar Street LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or Social Security number 85-3646249
Street address 113 Court Street		Telephone number (315) 234-7241	Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
City Binghamton	State NY	ZIP code 13901	Email address (optional)

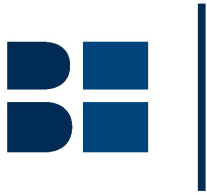
Project information

Name of project Dupli Associates LLC - Dupli Building 2 Project			
Street address of project site 156 Solar Street			
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) 120120	Date project operator or agent status ends (mmddyy) 103122	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: 5,387,475.00		Estimated value of New York State and local sales and use tax exemption provided: 430,998.00	

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

Print name of officer or employee signing on behalf of the IDA Judith DeLaney		Print title Executive Director	
Signature 		Date 12-15-2020	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 23, 2020

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7018 0360 0000 2146 7100

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:
600 Franklin Owner LLC (Dupli Associates LLC – Dupli Building 1 Project) Project No. 31022005;
and
156 Solar Street LLC (Dupli Associates LLC – Dupli Building 2 Project) Project No.3102206

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 600 Franklin Owner LLC and 156 Solar Street LLC as its agents for sales tax purposes in connection with the IDA project identified therein.

Please do not hesitate to contact me with any questions. Thank you.

Very truly yours,

/s/ Susan R. Katzoff

SRK:llm
Enclosure

4919959_1

ORDER: 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, on the front if space permits.

1. Article Addressed to:
New York State Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227



9590 9402 5436 9189 5344 61

2. Article Number (Transfer from service label)
7018 0360 0000 2146 7100

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X 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 28 2020

3. Service Type Priority Mail Express®
 Adult Signature Registered Mail™
 Adult Signature Restricted Delivery Registered Mail Restricted Delivery
 Certified Mail® Return Receipt for Merchandise
 Certified Mail Restricted Delivery Signature Confirmation™
 Collect on Delivery Signature Confirmation Restricted Delivery
 Collect on Delivery Restricted Delivery

7018 0360 0000 2146 7100

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
LW
CANNON, 39

For delivery information, visit our website at www.usps.com
ALBANY, NY 12227
Special USE

Certified Mail Fee	\$3.55	Postmark Here	DEC 23 2020
Extra Service & Fees (check box, add fee)	\$2.85		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total	\$4.91		

New York State Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT
AGENCY**

and

DUPLI ASSOCIATES LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of: July 1, 2017

Dupli Associates LLC

Federal Tax ID #:16-1545537

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this *“Agreement”*) dated as of July 1, 2017 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, 7th Floor, Syracuse, New York 13202, and **DUPLI ASSOCIATES LLC**, a limited liability company organized under the laws of the State of New York, with offices at 1 Dupli Park Drive, Syracuse, New York 13204 (hereinafter referred to as the *“Company”*).

W I T N E S S E T H:

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

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

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

WHEREAS, the Agency, by Resolution adopted on May 16, 2017, (the *“Resolution”*),

resolved to undertake the “**Project**” (as hereinafter defined); and

WHEREAS, the Project will consist of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“**Building 1**”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“**Building 2**”), each in the City of Syracuse, New York (the foregoing collectively referred to as the “**Land**”); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the “**Facility**”); (iii) the acquisition and installation in and at Building of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, 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 July 1, 2017 (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 July 1, 2017 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 July 1, 2017 (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 Agreement**”); 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 1.01. 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 Agreement.

(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 this Agreement and the consummation of the transactions 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 Articles of Organization, 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 Agreement).

(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 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, by check made payable to "*Commissioner of Finance*". Upon receipt of the Company's payment, it shall be the Municipality's obligation to appropriately disburse any portion of the said payment to the County of Onondaga, or such other taxing jurisdiction, pursuant to the Act. This Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. Notwithstanding the appearance of the Agency's exemption on the Municipality's tax roll for the 2018/2019 City and School portion of the real property tax due on the Land and Facility, the year 1 payment due for the

City and School portion of the year 1 payment under **Exhibit "A"** shall commence on July 1, 2018. The year 1 payment due for the County and Water District portion of the year 1 payment under **Exhibit "A"** shall commence on January 1, 2019. Without regard to the Agency exemption, the Company shall continue paying real property tax through June 30, 2018 with respect to the City and School portion of the real property tax and through December 31, 2018 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.

(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 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. Obligation of Municipality

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 said semi-annual statement shall be submitted to the Company at the same time that tax bills are mailed by the Municipality to the owners of privately owned property. Failure to

receive a tax bill 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 tax bill, the Company shall have the responsibility and obligation to make all reasonable inquiries to the Municipality and to have such a bill issued, and thereafter to make payment of the same no later than the due dates provided herein.

Section 2.04. Obligations of Agency

(a) Requirement that any Project Facility Agreements Require Payments in Lieu of Taxes. So long as the Project Facility shall be entitled to exemption from real property taxes as provided in Section 2.01(a) hereof, the Agency agrees, to the extent permitted by law, that it shall not make any agreement regarding the leasing or sale of the Project Facility which does not require that payments in lieu of taxes shall be paid to the Municipality in at least the amounts set forth in Article II hereof.

(b) 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 or the Lease Agreement.

(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) or the Lease Agreement, 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 Agreement, continuance of such failure for the duration of any applicable cure period set forth therein after receipt of any required notice thereunder.

(d) Any warranty, representation or other statement by or on behalf of the Company contained in this Agreement or the Lease Agreement 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 Agreement.

(e) 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 Agreement 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.

(f) The occurrence of any Event of Default or Default under this Agreement, the Lease Agreement or any other Project documents.

(g) Failure of the Company to commence renovation of the Project Facility within eight (8) months of the date of this Agreement.

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 Agreement 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 the Project, as if the Project Facility was privately owned and assessed and without any further regard to Exhibit "A".

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Sections 4.01(a), 4.01(b), 4.01(c), 4.01(d), 4.01(e), 4.01 (f) or 4.01(g) shall have occurred and be continuing with respect to this Agreement, and/or the

Company shall be in default under the Lease Agreement, 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 Lease Agreement. Notwithstanding anything herein to the contrary, if the Lease Agreement is terminated for any reason, this Agreement shall automatically terminate without any further notice or action required hereunder.

Section 4.03. Recording of Lease Terminations and Other Documents

Whenever any Event of Default under Sections 4.01(a), 4.01(b), 4.01(c), 4.01(d), 4.01(e) 4.01 (f) or 4.01(g) shall have occurred and be continuing with respect to this Agreement or the Lease Agreement, the Agency may, upon notice to the Company provided for in this Agreement or the Lease Agreement, if any, terminate the Lease Agreement and record such termination or other necessary documents in the Onondaga County Clerk's Office, terminating the Agency's interest in the Project Facility and 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 Chairman or the Vice Chairman 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 Agreement, for any reason, is extended by its 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 for as long as the Agency retains an interest in, or remains in title to, the Project Facility. 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 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.

Section 4.05. Remedies; Waiver and Notice

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

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

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

(d) 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.

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, 2028, 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 tax bill 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 Agreement 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 the Project 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, 7th Floor
Syracuse, New York 13202
Attention: Chairman

With a copy to:

Barclay Damon, LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attention: 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:
Dupli Associates LLC
1 Dupli Park Drive
P.O. Box 11500
Syracuse, New York 13218

With a copy to:

McKenzie Hughes LLP
440 South Warren Street, Suite 400
Syracuse, New York 13202
Attn: Frederick Marty, 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

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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.

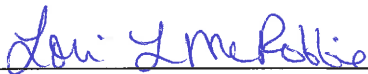
IN WITNESS WHEREOF, the Agency and Company have caused this Agreement to be executed in their respective names on the date first above written.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
William M. Ryan, Chairman

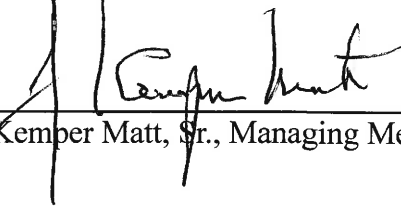
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 18th day of July, in the year 2017, before me the undersigned, a Notary Public in and for said state, personally appeared **William M. Ryan**, 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 he 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, 2018

DUPLI ASSOCIATES LLC

By: 
J. Kemper Matt, Sr., Managing Member

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 20th day of July, in the year 2017, before me the undersigned, a notary public in and for said state, personally appeared J. Kemper Matt, Sr., 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 he person upon behalf of which the individual acted, executed the instrument.


Notary Public

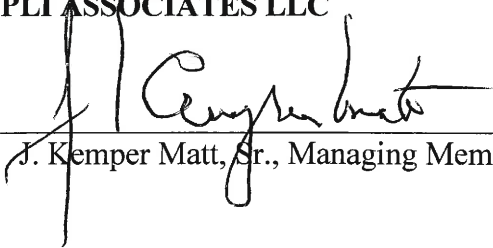
Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123656
My Commission Expires March 14, 2021

**ACKNOWLEDGEMENT BY
DUPLI ASSOCIATES LLC**

DUPLI ASSOCIATES LLC, (the “*Company*”) hereby acknowledges receipt and review of this Agreement, and consents to, and approves of, the terms and provisions contained herein.

IN WITNESS WHEREOF, the Company has caused this Acknowledgment to be executed in its name by its duly authorized representative, dated as of July 1, 2017.

DUPLI ASSOCIATES LLC

By: 
J. Kemper Matt, Sr., Managing Member

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 20th day of July, in the year 2017, before me the undersigned, a notary public in and for said state, personally appeared **J. Kemper Matt, Sr.**, 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 he person upon behalf of which the individual acted, executed the instrument.



Notary Public

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 021MA6123656
My Commission Expires March 14, 2021

EXHIBIT "A"
PILOT SCHEDULE

Schedule A	
	Total Annual Payment
Year	Amount
1	\$73,706.22
2	\$75,180.34
3	\$76,683.95
4	\$78,217.63
5	\$79,781.98
6	\$81,377.62
7	\$83,005.18
8	\$92,788.57
9	\$102,930.10
10	\$113,440.17
Total	\$857,111.76

EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL A:

Parcel I:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a part of **Marsh Lots Nos. 37 and 38** of the Onondaga Salt Springs Reservation, and known and described upon a map made by R. Griffin, Jr., and on file in the Onondaga County Clerk's Office as Lots Nos. 26 and 28 in Block No. 461 (formerly 261). Said lots being each about **33 feet front** on Division Street and extending by parallel lines southerly to the south line of said tract about 150 feet, **be the same more or less.**

Parcel II:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being more specifically known as Lot No. 30, Block 461 (formerly 261), Syracuse. Said lot being 33 feet front on Division Street and extending by parallel lines in a southerly direction to the south line of said tract. Said lot having a depth of 145 feet, more less.

Parcel III:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, State of New York, County of Onondaga, being part of Lots 37 and 38 of the 15 Acre Marsh Lots **Salina** being known as Lot No. 32, Block No. 461, Syracuse, according to a map made by R. Griffin, Jr., on file in the Onondaga County Clerk's Office, said lot being 33 feet on Division Street extending by parallel lines in a southerly direction about 145 feet to the south line of said tract being the same more or less.

Parcel IV:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of Marsh Lots Nos. 37 and 38 of the Onondaga Salt Springs Reservation, and known and described upon a map made by R. Griffin, Jr., and on file in the Onondaga County Clerk's Office as Lot Number Thirty-Four in Block Number Four Hundred and Sixty-One (formerly 261) and lot being thirty-three feet front on Division Street, and extending by parallel lines southerly to the south line of said tract, be the same more or less, about one hundred forty feet deep.

Parcel V:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lots Thirty-Eight (38) and Thirty-Nine (39) of the Onondaga Salt Springs Reservation, bounded and described as follows:

BEGINNING at the stone monument marking the intersection of the southerly line of West Division Street and the easterly line of Solar Street; running thence along the easterly line of Solar Street South 28° 09' 10" E. 144.35 feet to the south line of Block 461 extended marking the true point of beginning of the parcel hereafter described; thence along the southerly line of Block 461 North 61° 50' 50" E. a distance of 250.16 feet to a stake; thence along the center line of a brick wall and parallel to the westerly line of North Clinton Street South 28° 09' 10" E. 220.09 feet to lands owned by the New York Central and Hudson River Railroad Company acquired by deed recorded in the Onondaga County Clerk's Office June 8, 1905, in Book 360 of Deeds at Page 199; thence westerly along said lands of the New York Central and Hudson River Railroad Company to the east line of Solar Street; said course being more particularly described as follows: westerly along an arc to the left of radius 422.8 feet a distance of 65.66 feet to a point twelve and one-half (12 1/2) feet northerly from an iron rail monument measured at right angles to the southerly line of Marsh Lot No. 38; thence South 61° 50' 50" W. 112.73 feet parallel with said south line of said Marsh Lot No. 38; thence South 80° 59' 20" W. 76.21 feet to a point in the east line of Solar Street 33.41 feet

northerly from the intersection of the south line of Marsh Lot 38 with the east line of Solar Street; thence North 28° 09' 10" W. along the east line of Solar Street 190.0 feet to the place of beginning.

TOGETHER WITH a right of way and easement for the passage of engines and cars over the following described premises situate in the City, County and State; beginning at the southeasterly corner of the foregoing described parcel at the intersection of the easterly line of said premises with the northerly line of said lands of the New York Central and Hudson River Railroad Company; thence North 28° 09' 10" W. 40 feet along the easterly line of the foregoing premises; thence South 80° 28' 00" E.

97.93 feet to the point of intersection of said line with the arc of curve to the right of radius 422.8 feet, said arc being the northerly boundary of the said lands owned by the New York Central and Hudson River Railroad Company; thence southwesterly along said arc and along the northerly line of said land owned by the New York Central and Hudson River Railroad Company 80 feet to the place of beginning; together with the right and privilege to the second party at any time to enter upon the premises for the purposes of laying and maintaining, altering and repairing railroad tracks, switches and appliances thereon connecting with railroad tracks on the premises owned by the New York Central and Hudson River Railroad Company.

Parcel VI:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lots 37 and 38 of the Onondaga Salt Springs Reservation and known and described upon a map made by R. Griffin, Jr., as Lot 36 in Block Four Hundred and Sixty-One (formerly 261), said Lot being about forty-seven (47) feet front on Division Street and extending by parallel lines southerly to the south line of said tract about one hundred and forty (140) feet, be the same more or less.

Parcel VII:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Marsh Lot Number Thirty-Eight and being more particularly described as follows:

BEGINNING at a stone monument at the point of intersection of the southerly line of West Division Street and the easterly line of Solar Street; thence southerly along the easterly line of Solar Street, one hundred and forty-four and one-tenth (144.1) feet to the northerly line of land belonging to the Syracuse Wall Paper Company; thence easterly along said northerly line about forty-two and three tenths (42.3) feet to the westerly line of the Walters Tract; thence northerly along said westerly line of the Walters Tract to the southerly line of said West Division Street; thence westerly along the southerly line of said West Division Street forty and twenty-two hundredths (40.22) feet to the place of beginning.

Also being described as **ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Syracuse, County of Onondaga and State of New York, more particularly described as follows:

BEGINNING at the intersection of the southerly line of West Division Street with the easterly line of Solar Street; running thence North 59° 47' 40" East a distance of 260.97 feet along the southerly line of Division Street to a point; thence South 28° 11' 35" East a distance of 153.70 feet to a point; thence South 61° 50' 50" West a distance of 10.79 feet to a point; thence South 28° 09' 10" East a distance of 220.09 feet to a point (said point being in a line of curve in the northerly line of lands of the New York Central and Hudson River Railroad); thence westerly and southerly on a curve to the left with a radius of 422.80 feet a distance of 65.66 feet along the northerly line of said railroad to a point of tangent; thence South 61° 50' 50" West a distance of 112.73 feet along the northerly line of said railroad to a point; thence South 80° 59' 20" West a distance of 76.21 feet along the northerly line of lands of said railroad to a point in the easterly line of Solar Street; thence North 28° 09' 10" West a distance of 334.35 feet along the easterly line of Solar Street to a point in the southerly line of West Division Street and the place of beginning.

The above described premises is more modernly and correctly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more

particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

PARCEL B:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc. and/or Borden, Inc. by the following 3 deeds:

1. From Borden's Milk Products Company, Inc. dated January 4, 1936, and recorded in the Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
- 2 From James A. Jacobs and Susan Jacobs dated July 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. From Woodstock Enterprises, Ltd. dated November 28, 1988, and recorded in the Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

BEGINNING at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed to Borden, Inc. to the City of Syracuse for public purposes by deed recorded in the Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N. 28° 09' 10" W. along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N. 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 North Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 1' 48" and a chord bearing N. 67° 57' 44" E. 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N. 61° 50' 50" E. continuing along the last mentioned division line a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S. 28° 09' 10" E. along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence S. 61° 50' 50" W. along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Housing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S. 28° 09' 10" E. continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence S. 61° 50' 50" W. continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N. 28° 09' 10" W. along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence S. 61° 50' 50" W. along the

northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S. 28° 09' 10" E. along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence S. 61° 50' 50" W. along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 feet to the point of beginning.



NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Syracuse Industrial Development Ag.
Street 201 E. Washington Street, 7th Floor
City Syracuse
Telephone no. Day (315) 473-3275
Evening () N/A
Contact Honora Spillane
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Dupli Associates LLC
Street 1 Dupli Park Drive
City Syracuse
Telephone no. Day (315) 234-7241
Evening () N/A
Contact J. Kemper Matt, Sr.
Title Managing Member

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no./roll year) see attached Schedule A
b. Street address see attached Schedule A
c. City, Town or Village Syracuse

d. School District Syracuse
e. County Onondaga
f. Current assessment see Schedule A
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) reconstruction and renovation to existing buildings for use as climbing gym and restaurant
b. Type of construction steel/wood
c. Square footage of land or buildings??
d. Total cost _____
e. Date construction commenced 2017
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) June 30, 2028

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

b. Projected expiration date of agreement June 30, 2028

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 <u>Syracuse</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

d. Person or entity responsible for payment

Name Dupli Associates LLC
 Title _____
 Address 1 Dupli Park Drive
Syracuse, NY 13204

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 8-3-17 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

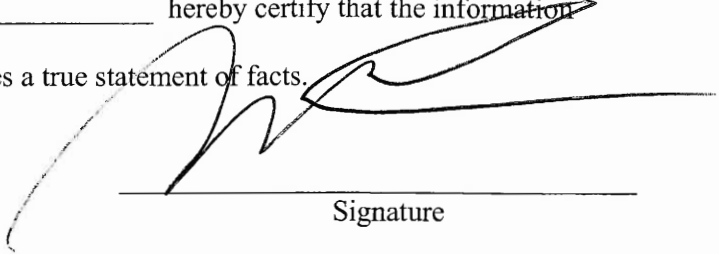
I, William M. Ryan, Chairman _____ of _____

City of Syracuse Industrial Development Agency hereby certify that the information
Name Title
Organization

on this application and accompanying papers constitutes a true statement of facts.

8-3-17

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, f. *Description of Parcel:*

Tax Parcel	Description	2017 Assessed Value (\$)
118-06-01.0	156 Solar Street and Division Street W.	\$637,500
118-06-08.0	600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive)	\$1,675,000

Response to Item 3.g *Deed to IDA:* Memorandum of Company Lease and Memorandum of Agency Lease, both dated as of July 1, 2017, were each recorded in the office of the Clerk of Onondaga County on July 26, 2017 at Book 5436 Page 54 and Book 5436 Page 61, 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 July 1, 2017, memorandums of which were filed as set forth above.

BARCLAY DAMON^{LLP}

Susan R. Katzoff
Partner

August 3, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

7016 1970 0000 3833 4112

Dave Clifford, Assessor
City of Syracuse
Department of Assessment
Room 130, City Hall
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
Dupli Associates LLC Project

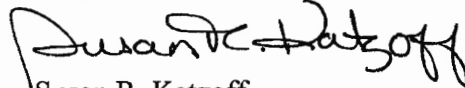
Dear Mr. Clifford:

Enclosed herewith please find the RP-412-a form attendant with the above referenced Project, with the PILOT Agreement attached, to be filed with your office.

Also enclosed for your file are copies of the Company Lease Agreement and the Agency Lease Agreement regarding this Project.

If you have any questions regarding the foregoing, please do not hesitate to contact me.

Very truly yours,


Susan R. Katzoff

SRK/llm
Enclosure

cc: *Via Electronic Mail*
Honora Spillane (without Enclosures)
Judy DeLaney (without Enclosures)

USPS TRACKING#



9590 9402 2491 6306 6669 57



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Permit No. G-10

United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box*

BARCLAY DAMON, LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, NY 13202

ATTN: Lou McRobbie

3086587

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article
 Dave Clifford, Assessor
 City of Syracuse
 Department of Assessment
 Room 130, City Hall
 Syracuse, New York 13202



9590 94

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
Kathryn Gentile Addressee
 B. Received by (Printed Name) Yes
 Kathryn Gentile 8-8-17 No
 C. Date of Delivery
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type Priority Mail Express®

2 Article Number (Transfer from service label)

7016 1970 0000 3833 4112

Insured Mail Signature Confirmation
 Insured Mail Restricted Delivery (over \$500) Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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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 \$ _____

Postmark
Here

Postage
 \$ _____
 Total Postage and Fees
 \$ _____

Sent To *Assessor*
 Street and Apt. No., or PO Box No. _____
 City, State, ZIP+4® _____

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 1970 0000 3833 4112

BARCLAY DAMON^{LLP}

Susan R. Katzoff
Partner

August 3, 2017

VIA CERTIFIED MAIL
7016 1970 0000 3833 4136

Honorable Stephanie A. Miner
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

VIA CERTIFIED MAIL
7016 1970 0000 3833 4129

Honorable Joanne M. Mahoney
County Executive, Onondaga County
John Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202


Re: City of Syracuse Industrial Development Agency
Dupli Associates LLC Project

Dear Mayor and County Executive:

Enclosed herewith please find the RP-412-a form attendant with the above referenced Project, with a copy of the PILOT Agreement attached, which has been sent for filing with City of Syracuse Department of Assessment.

If you have any questions regarding the foregoing, please do not hesitate to contact me.

Very truly yours,


Susan R. Katzoff

SRK/llm
Enclosure

August 3, 2017
Page 2

cc: *Via Electronic Mail*
Honora Spillane (without Enclosures)
Judy DeLaney (without Enclosures)

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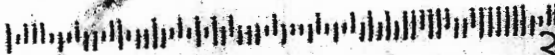
• Sender: Please print your name, address, and ZIP+4® in this box•

BARCLAY DAMON, LLP

Barclay Damon Tower
125 East Jefferson Street
Syracuse, NY 13202

Attn: Lori McRobbie

2-251599



3086587

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Honorable Stephanie A. Miner
Mayor, City of Syracuse
233 East Washington Street
Syracuse, New York 13202



9590 94

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *CSO TISS*

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

8-7-17

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Restricted Mail Restricted

2. Article Number (Transfer from service label)

7016 1970 0000 3833 4136

- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)

- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

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OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Postmark
Here

7016 1970 0000 3833 4136

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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Postage & Fees Paid
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United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box*

BARCLAY DAMON, LLP
Barclay Damon Tower
East Jefferson Street
Syracuse, NY 13202
Attn: Lori McRobbie

3086587

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.

Honorable Joanne M. Mahoney
County Executive, Onondaga County
John Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Dana Pompo

- Agent
- Addressee

B. Received by (Printed Name)

Dana Pompo

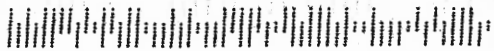
C. Date of Delivery

8-7-17

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No



959



Express®
Mail™
Mail Restricted

2. Article Number (Transfer from service label)

7016 1970 0000 3833 4129

- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

- Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) \$ _____
 - Return Receipt (electronic) \$ _____
 - Certified Mail Restricted Delivery \$ _____
 - Adult Signature Required \$ _____
 - Adult Signature Restricted Delivery \$ _____

Postage

\$ _____

Total Postage and Fees

\$ _____

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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**FIRST AMENDMENT TO
PILOT AGREEMENT**

THIS FIRST AMENDMENT TO THE PILOT AGREEMENT, (the "**First Amendment**") made as of the 1st day of December, 2020 (the "**Effective Date**"), 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 **DUPLI ASSOCIATES LLC**, a New York limited liability company having its office at 113 Court Street, Binghamton, New York 13901 (the "**Company**"), amending that certain payment in lieu of tax agreement dated as of July 1, 2017 by and between the Agency and the Company (the "**First PILOT Agreement**") and together with this Amendment, collectively the "**Original PILOT Agreement**").

W I T N E S S E T H:

THE MEANING OF CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ATTACHED TO THEM IN THE AGENCY LEASE, DATED AS OF JULY 1, 2017 BY AND BETWEEN DUPLI AND THE AGENCY, AS AMENDED BY THE FIRST AMENDMENT TO AGENCY LEASE AGREEMENT DATED AS OF DECEMBER 1, 2020 BY AND BETWEEN DUPLI AND THE AGENCY.

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, the Enabling Act further authorizes each such agency to acquire property by lease, lease 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 thereof; and

WHEREAS, at the request of the Company, by resolution dated May 16, 2017 (the "**Original Inducement Resolution**") the Agency undertook a project (the "**Original Project**") consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0) (the "**Building 1 Land**"); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0) (the "**Building 2 Land**"), each in the City of Syracuse, New York (the "**City**") (Building 1 Land together with Building 2 Land, collectively referred to as the "**Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000

square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in July 2017, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, the Company and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, the First Agency Lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, by supplemental application dated February 4, 2020 (the "**Supplemental Application**"), the Company requested the Agency revise the Original Project (the "**Project**") as follows: (A)(i) the continuation of an interest in the Land; (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); and approximately 3,500 sq.ft. of retail space (collectively, the "**Building 1 Facility**"); and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "**Building 2 Facility**" and together with the Building 1 Facility, collectively, the "**Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facilities 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

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

the Agency and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original PILOT Agreement, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 600 Franklin Owner LLC, the SPE for the Building 1 Project ("**600 Franklin**") and 156 Solar Street LLC ("**156 Solar**"), the SPE for the Building 2 Project. 600 Franklin will be a party to the Bifurcated Agreements for the Building 1 Project and 156 Solar will be a part to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, this First Amendment is in accordance with Section 5.03 of the First PILOT Agreement and reflects the amendments and other changes set forth herein; and

WHEREAS, the Company represents and warrants that there is no event of default under the First PILOT Agreement or any other Company Document and all such documents are in full force and effect; and

WHEREAS, it is the intent of the parties hereto that the First PILOT Agreement be bifurcated into two separate payment in lieu of taxes agreements to provide for the Ownership Structure.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein set forth, and in accordance with Section 5.03 of the First PILOT Agreement, the Agency and the Company hereby agree as follows:

1.0 RECITALS.

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

2.0 AMENDMENTS

(1) The parties agree, as of and following the Effective Date hereof, to bifurcate the First PILOT Agreement into two separate payment in lieu of taxes agreement, each agreement controlling the parties' rights and obligations with respect to the payment of taxes or payments in

lieu thereof with respect to a portion of the Project relative to *either* Building 1, the Building 1 Land and the improvements located or to be located thereon (collectively, the "***Building 1 Project***") or Building 2, the Building 2 Land and the improvements located or to be located thereon (collectively, the "***Building 2 Project***"), as applicable, by: (i) executing and delivering the payment in lieu of taxes agreement attached hereto at **Exhibit "A"** with respect to the Building 1 Project and evidencing the parties' rights and obligations with respect thereto (the "***Dupli Building 1 PILOT Agreement***"); and (ii) executing and delivering the payment in lieu of taxes agreement attached hereto at **Exhibit "B"** with respect to the Building 2 Project and evidencing the parties' rights and obligations with respect thereto (the "***Dupli Building 2 PILOT Agreement***").

(2) Section 5.04(a) of the First PILOT agreement is deleted in its entirety and replaced with the following:

- (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

(3) Section 5.04(b) of the First PILOT agreement is deleted in its entirety and replaced with the following:

- (b) To the Company:
Dupli Associates LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to:

Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

3.0 INCORPORATION OF AMENDMENTS IN COMPANY DOCUMENTS AND AGENCY DOCUMENTS.

Notwithstanding anything herein to the contrary, or anything to the contrary in any other Company Document or Agency Document, the parties agree and consent to the changes made herein being incorporated into each and every other Company Document and Agency Document by reference without any further action or ratification by the parties thereto.

4.0 INTENT OF PARTIES.

To eliminate any doubt, it is the explicit intent of the parties hereto that as of and following the Effective Date hereof, with respect to real property taxes, the Dupli Building 1 PILOT Agreement shall govern the rights and responsibilities of the parties with respect to the Building 1 Project and the Dupli Building 2 PILOT Agreement shall govern the rights and responsibilities of the parties with respect to the Building 2 Project.

5.0 RATIFICATION OF FIRST PILOT AGREEMENT.

(a) The Agency and the Company agree that all of the other terms, covenants and conditions of the First PILOT Agreement, except as amended herein, are hereby ratified and confirmed and, as herein modified and amended, shall remain in full force and effect, and each term, covenant and condition shall apply to this First Amendment as if it were fully set forth herein.

(b) This First Amendment amends and supplements the First PILOT Agreement, as and to the extent set forth herein and is executed in accordance with Section 5.03 of the First PILOT Agreement. This First Amendment forms a part of the First PILOT Agreement, and all the terms and conditions contained herein shall be deemed a part of the terms and conditions of the First PILOT Agreement for any and all purposes and the respective rights, duties and obligations under the First PILOT Agreement of the Agency and the Company shall be determined, exercised and enforced under the First PILOT Agreement, as amended by this First Amendment. References to the First PILOT Agreement in the Agency and Company Documents shall be deemed to refer to the First PILOT Agreement, as amended by this First Amendment, and the First PILOT Agreement, as so amended and supplemented hereby, shall be read, taken and construed as one in the same instrument. The Agency and the Company hereby ratify and confirm the terms, conditions and covenants set forth in the First PILOT Agreement, as amended by this First Amendment.

(c) Each the Company and the Agency confirm and restate their respective representations and covenants contained in the First PILOT Agreement, as amended by the First Amendment.

(d) This First Amendment shall inure to the benefit of, and shall be binding upon, the Agency and the Company, and their respective successors and assigns.

5.0 EFFECTIVE DATE.

This First Amendment shall be effective as of December 1, 2020 (the “*Effective Date*”).

6.0 INVALIDITY.

If any part, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this First Amendment shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such part, 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 First Amendment 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.

7.0 NON-RECOURSE.

(a) All covenants, stipulations, promises, agreements and obligations of the Agency contained in this First Amendment and the other documents and instruments executed and/or delivered connected therewith shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in the this First Amendment or the other documents and instruments executed and/or delivered connected therewith or any documents supplemental hereto, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Agency, or of any successor public benefit corporation or political subdivision, or any person executing this First Amendment or the other documents and instruments executed and/or delivered connected therewith, either directly or through the Agency or any successor public benefit corporation or political subdivision, it being expressly understood that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Agency or of any such successor public benefit corporation or political subdivision, or any person executing this First Amendment and the other documents and instruments executed and/or delivered connected therewith, because of or by reason of the obligations, covenants or agreements contained in therein or implied therefrom.

(b) Nothing contained herein shall be construed to increase in any material respect the rights of the Agency under the Original PILOT Agreement or decrease in any material respect the rights of the Agency thereunder.

8.0 AUTHORITY.

Each of the Agency and the Company represents and warrants that it has the requisite power and authority to enter into and execute this First Amendment.

9.0 COUNTERPARTS; ELECTRONIC SIGNATURE.

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.

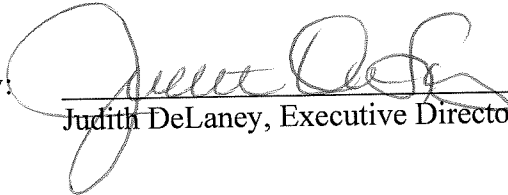
10.0 GOVERNING LAW.

This First Amendment shall be governed by and construed in accordance with the laws of the State of New York. Venue of any action or proceeding hereunder shall be in the respective State or Federal court located in Onondaga County.

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IN WITNESS WHEREOF, the Agency and Company have caused this First Amendment 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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

1

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DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

By:  _____
Mark E. Lane, Managing Member

EXHIBIT "A"

Dupli Building 1 PILOT Agreement

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

DUPLI ASSOCIATES, LLC

and

600 FRANKLIN OWNER LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of December 1, 2020

600 Franklin Owner, LLC
Federal Tax ID #: 85-3646470

Dupli Associates, LLC
Federal Tax ID # 16-1545537

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this “*Agreement*”) dated as of December 1, 2020 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, **DUPLI ASSOCIATES LLC**, a limited liability company organized under the laws of the State of New York, with offices at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and **600 FRANKLIN OWNER LLC**, a limited liability company organized under the laws of the State of New York, with offices at 113 Court Street, Binghamton, New York 13901 (“*600 Franklin*” and together with Dupli, collectively, the “*Company*”).

W I T N E S S E T H:

THE MEANING OF CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ATTACHED TO THEM IN THE AGENCY LEASE, DATED AS OF JULY 1, 2017 BY AND BETWEEN DUPLI AND THE AGENCY, AS AMENDED BY THE FIRST AMENDMENT TO AGENCY LEASE AGREEMENT DATED AS OF DECEMBER 1, 2020 BY AND BETWEEN THE DUPLI AND THE AGENCY.

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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an

approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0) (the "**Building 2 Land**"), each in the City of Syracuse, New York (the "**City**") (Building 1 Land together with Building 2 Land, collectively referred to as the "**Original Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 600 Franklin Owner LLC, the SPE for the Building 1 Project ("**600 Franklin**" and together with Dupli, collectively, the "**Company**"), 600 Franklin will be a party to the Bifurcated Agreements for the Building 1 Project; and

WHEREAS, the Agency, by resolutions adopted April 21, 2020 and October 20, 2020, authorized the Bifurcated Agreements to provide for the Ownership Structure such that the applicable Bifurcated Agreements for the Building 1 Project will govern the Building 1 Project consisting of: (A)(i) the continuation of an interest in 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City^[1] (the "**AMI**"); and approximately 3,500 sq.ft. of retail space (collectively, the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 1 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the 600 Franklin or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); and

WHEREAS, the Agency has leased the Land and Facility from Dupli pursuant to that certain company lease agreement dated as of July 1, 2017, as amended by the First Amendment to Company Lease Agreement, dated as of December 1, 2020, by and between Dupli and the Agency and that certain Dupli Building 1 Company Lease Agreement, dated as of December 1, 2020, by and among Dupli, 600 Franklin and the Agency (collectively, the "**Company Lease Agreement**"), obtained an interest in the Equipment pursuant to an bill of sale from Dupli to the Agency (the "**Dupli Bill of Sale**") and a bill of sale from 600 Franklin to the Agency (the "**600 Franklin Bill of Sale**" and together with the Dupli Bill of Sale, collectively, the "**Bill of Sale**"), each dated as of December 1, 2020; and subleased the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of July 1, 2017, as amended by the First Amendment to Agency Lease, dated as of December 1, 2020, by and between the Agency and Dupli and that certain Dupli Building 1 Agency Lease Agreement dated as of December 1, 2020, by and among the Agency, Dupli and 600 Franklin (collectively, the "**Agency Lease Agreement**"), (the Company Lease Agreement, the Bill of Sale and the Agency Lease Agreement are hereinafter collectively referred to as the "**Lease Agreements**"); and

WHEREAS, the Company acknowledges that the award of this Agreement was conditioned upon the Company's commitment to reserving and renting twenty percent (20%) of the residential

^[1] As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%20001-06-2016.pdf

units in the Project for tenants at the annual 65% area median income rent limit for the City as designated by US Department of Housing and Urban Development ("*HUD*"), inclusive of utilities, and published annually (the "*HUD Rates*") (collectively, the "*Rental Restrictions*"); 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

Dupli and 600 Franklin, each as noted or jointly as the Company, acknowledge, represent, warrants and covenant to the Agency as follows:

(a) Existence. Each Dupli and 600 Franklin 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. Each Dupli and 600 Franklin 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. Each Dupli and Franklin 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), and the consummation of the transactions therein and herein contemplated. Each Dupli and 600 Franklin 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 Articles of Organization, 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 either Dupli or 600 Franklin is a party or by which it or any of its property is bound, and Dupli or 600 Franklin'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 Dupli and 600 Franklin under the terms of any of the foregoing, and this Agreement is a legal, valid and binding obligation of Dupli and 600 Franklin enforceable in accordance with its terms.

(c) Title. 600 Franklin 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) Membership Interests. For the term of this Agreement, Dupli shall hold 90% of the membership interests of 600 Franklin and the tax credit investor shall hold 10% of such membership interests.

(e) Rental Restrictions. For the term of this Agreement, the Company shall comply with the Rental Restrictions as set forth herein.

(f) 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.

(g) The obligations of the Company to make the payments required by this Agreement and to perform and observe any and all of the other covenants and agreements on its part contained herein, including but not limited to the Rental Restrictions, are joint and several 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.

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. The Project Facility is currently exempt on the tax roll of the Municipality by reason of a 412-a exemption pursuant to the Original Lease Documents and such exemption shall continue uninterrupted upon the effective date of this Agreement.

(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*". Upon receipt of the Company's payment, the Municipality, on behalf of the Agency, will disburse the appropriate portion of the said payment to the County of Onondaga and the Municipality, or such other taxing jurisdiction, pursuant to the Act. This Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. In accordance with the Original PILOT Agreement the year 1 payment due for the City and School portion of the year 1 payment under **Exhibit "A"** commenced on July 1, 2018. Likewise, the year 1 payment due for the County and Water District portion of the year 1 payment under **Exhibit "A"** commenced on January 1, 2019. The balance of the payments due under this Agreement are set forth on **Exhibit "A"** attached hereto.

(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 600 Franklin if the Project Facility were owned by 600 Franklin 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. 600 Franklin 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 600 Franklin 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 600 Franklin 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 600 Franklin 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.

In addition, during the Reporting Period (as defined in the Dupli Building 1 Agency Lease), the Company shall provide the reporting and certifications required relative to the Rental Restrictions as more fully set forth in Section 8.5 of the Dupli Building 1 Agency Lease. The Company acknowledges that failure to maintain and/or report on the Rental Restrictions as set forth herein and therein, shall give rise to the Agency's right to recapture all Recapture Amounts.

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 the 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 600 Franklin.

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 600 Franklin 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 600 Franklin 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, continuance of such failure for the duration of any applicable cure period set forth therein after receipt of any required notice thereunder.

(d) 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.

(e) 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.

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

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

(h) Failure to maintain the Rental Restrictions and/or provide the required reporting relative thereto as set forth herein.

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Section 4.01 shall have occurred and be continuing with respect to this Agreement, and/or the Company shall be in default under the Lease Agreements, the Agency may take whatever action at law or in equity, including but not limited to recapture in accordance with the Agency's Recapture Policy dated June 21, 2016 or pursuant to the terms of any Company Document, following applicable notice, as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement and/or the Lease Agreements. 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.

The payment schedule contained in Exhibit "A" is for the benefit of 600 Franklin 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".

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 600 Franklin 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 600 Franklin 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, 600 Franklin agrees that in the event that 600 Franklin is unsuccessful in its Legal Challenge, it will, on demand, pay to the Agency and/or the Municipality the reasonable fees and disbursements of any attorneys employed (whether in-house or outside counsel) for the defense of such Legal Challenge as well as such other reasonable expenses so incurred.

Section 4.05. Remedies; Waiver and Notice

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

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

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

(d) 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.

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

ARTICLE V **MISCELLANEOUS**

Section 5.01. Term of Agreement

(a) General. This Agreement shall become effective and the obligations of the Agency and the Company shall arise absolutely and unconditionally upon the execution and delivery of this Agreement. This Agreement shall terminate on the earliest to occur of: (i) the same date that the Dupli Building 1 Agency Lease Agreement terminates; (ii) on any earlier date permitted under the Dupli Building 1 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:

600 Franklin Owner LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

And to:

Dupli Associates LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to:

Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

The Agency and the 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.

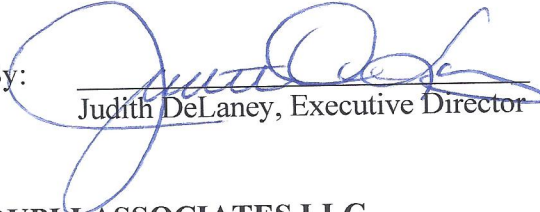
Section 5.09. Assignment

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 the 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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

600 FRANKLIN OWNER LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the Agency and the 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: _____
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DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

600 FRANKLIN OWNER LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

EXHIBIT "A"

PILOT SCHEDULE

Total Annual Payment

<i>Year</i>	<i>Amount</i>	
1	\$53,387.21	7/1/2018
2	\$54,454.95	7/1/2019
3	\$55,544.05	7/1/2020
4	\$56,654.93	7/1/2021
5	\$57,788.03	7/1/2022
6	\$58,943.79	7/1/2023
7	\$60,122.67	7/1/2024
8	\$61,325.12	7/1/2025
9	\$62,551.62	7/1/2026
10	\$63,802.66	7/1/2027
11	\$104,669.88	7/1/2028
12	\$147,146.26	7/1/2029
13	\$191,279.84	7/1/2030
14	\$237,119.90	7/1/2031
15	\$284,717.05	7/1/2032
Total	\$1,549,507.95	

EXHIBIT "B"
LEGAL DESCRIPTION

600 Franklin Street North to Solar Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc., and/or Borden, Inc. by the following 3 deeds:

1. from Borden's Milk Products Company, Inc. dated January 4, 1936 and recorded in Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
2. from James A. Jacobs and Susan Jacobs dated July 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. from Woodstead Enterprises, LTD. dated November 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

Beginning at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed by Borden, Inc. to the City of Syracuse for public purposes by deed recorded in Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N 28° 09' 10" W along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly, continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 N. Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 13' 48", and a chord bearing N 67° 57' 44" E, 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along the last mentioned division line, a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwestwesterly boundary of North Clinton Street; thence S 28° 09' 10" E along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence s 61° 50' 50" w along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Rousing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S 28° 09' 10" E continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence s 61° 50' 50" w continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N 28° 09' 10 W along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence s 61° 50' 50" W along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S 28° 09' 10" E along the southwestwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence s 61° 50' 50" w along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 feet to the point of beginning.

EXHIBIT "B"

Dupli Building 2 PILOT Agreement

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

DUPLI ASSOCIATES, LLC

and

156 SOLAR STREET LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of December 1, 2020

156 Solar Street LLC
Federal Tax ID #: 85-3646249

Dupli Associates, LLC
Federal Tax ID # 16-1545537

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this “*Agreement*”) dated as of December 1, 2020 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, **DUPLI ASSOCIATES LLC**, a limited liability company organized under the laws of the State of New York, with offices at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and **156 SOLAR STREET LLC**, a limited liability company organized under the laws of the State of New York, with offices at 113 Court Street, Binghamton, New York 13901 (“*156 Solar Street*” and together with Dupli, collectively, the “*Company*”).

W I T N E S S E T H:

THE MEANING OF CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ATTACHED TO THEM IN THE AGENCY LEASE, DATED AS OF JULY 1, 2017 BY AND BETWEEN DUPLI AND THE AGENCY, AS AMENDED BY THE FIRST AMENDMENT TO AGENCY LEASE AGREEMENT DATED AS OF DECEMBER 1, 2020 BY AND BETWEEN THE DUPLI AND THE AGENCY.

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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an

approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0) (the "**Building 2 Land**"), each in the City of Syracuse, New York (the "**City**") (Building 1 Land together with Building 2 Land, collectively referred to as the "**Original Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 156 Solar Street LLC, the SPE for the Building 2 Project ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), 156 Solar will be a party to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, the Agency, by resolutions adopted April 21, 2020 and October 20, 2020, the authorized the Bifurcated Agreements to provide for the Ownership Structure such that the applicable Bifurcated Agreements for the Building 2 Project will govern the Building 2 Project consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); and

WHEREAS, the Agency has leased the Land and Facility from Dupli pursuant to that certain company lease agreement dated as of July 1, 2017, as amended by the First Amendment to Company Lease Agreement, dated as of December 1, 2020, by and between Dupli and the Agency and that certain Dupli Building 2 Company Lease Agreement, dated as of December 1, 2020, by and among Dupli, 600 Franklin and the Agency (collectively, the "**Company Lease Agreement**"), obtained an interest in the Equipment pursuant to a bill of sale from Dupli to the Agency (the "**Dupli Bill of Sale**") and a bill of sale from 600 Franklin to the Agency (the "**600 Franklin Bill of Sale**" and together with the Dupli Bill of Sale, collectively, the "**Bill of Sale**"), each dated as of December 1, 2020; and subleased the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of July 1, 2017, as amended by the First Amendment to Agency Lease, dated as of December 1, 2020, by and between the Agency and Dupli and that certain Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020, by and among the Agency, Dupli and 600 Franklin (collectively, the "**Agency Lease Agreement**"), (the Company Lease Agreement, the Bill of Sale and the Agency Lease Agreement are hereinafter collectively referred to as the "**Lease Agreements**"); and

WHEREAS, the Company acknowledges that the award of this Agreement was conditioned upon the Company's commitment to reserving and renting twenty percent (20%) of the residential units in the Project for tenants at the annual 65% area median income rent limit for the City as

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan*
http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%202001-06-2016.pdf

designated by US Department of Housing and Urban Development ("**HUD**"), inclusive of utilities, and published annually (the "**HUD Rates**") (collectively, the "**Rental Restrictions**"); 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

Dupli and 156 Solar, each as noted or jointly as the Company, acknowledge, represent,

warrants and covenant to the Agency as follows:

(a) Existence. Each Dupli and 156 Solar 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. Each Dupli and 156 Solar 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. Each Dupli and Franklin 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), and the consummation of the transactions therein and herein contemplated. Each Dupli and 156 Solar 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 Articles of Organization, 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 either Dupli or 156 Solar is a party or by which it or any of its property is bound, and Dupli or 156 Solar'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 Dupli and 156 Solar under the terms of any of the foregoing, and this Agreement is a legal, valid and binding obligation of Dupli and 156 Solar enforceable in accordance with its terms.

(c) Title. 156 Solar 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) Membership Interests. For the term of this Agreement, Dupli shall hold 90% of the membership interests of 156 Solar and the tax credit investor shall hold 10% of such membership interests.

(e) Rental Restrictions. For the term of this Agreement, the Company shall comply with the Rental Restrictions as set forth herein.

(f) 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.

(g) The obligations of the Company to make the payments required by this Agreement and to perform and observe any and all of the other covenants and agreements on its part contained

herein, including but not limited to the Rental Restrictions, are joint and several 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.

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. The Project Facility is currently exempt on the tax roll of the Municipality by reason of a 412-a exemption pursuant to the Original Lease Documents and such exemption shall continue uninterrupted upon the effective date of this Agreement.

(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*". Upon receipt of the Company's payment, the Municipality, on behalf of the Agency, will disburse the appropriate portion of the said payment to the County of Onondaga and the Municipality, or such other taxing jurisdiction, pursuant to the Act. This Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. In accordance with the Original PILOT Agreement the year 1 payment due for the City and School portion of the year 1 payment under **Exhibit "A"** commenced on July 1, 2018. Likewise, the year 1 payment due for the County and Water District portion of the year 1 payment under **Exhibit "A"** commenced on January 1, 2019. The balance of the payments due under this Agreement are set forth on **Exhibit "A"** attached hereto.

(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 156 Solar if the Project Facility were owned by 156 Solar 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. 156 Solar 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 156 Solar 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 156 Solar 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 156 Solar 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.

In addition, during the Reporting Period (as defined in the Dupli Building 2 Agency Lease), the Company shall provide the reporting and certifications required relative to the Rental Restrictions as more fully set forth in Section 8.5 of the Dupli Building 2 Agency Lease. The Company acknowledges that failure to maintain and/or report on the Rental Restrictions as set forth herein and therein, shall give rise to the Agency's right to recapture all Recapture Amounts.

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 the 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 600 Franklin.

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 156 Solar 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 156 Solar 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, continuance of such failure for the duration of any applicable cure period set forth therein after receipt of any required notice thereunder.

(d) 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.

(e) 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.

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

(g) Failure of the Company to commence the construction, renovation, and equipping of the Project Facility within thirty days of receiving approval from the State Historic Preservation Office and National Parks Service of its historic designation (collectively, the “*Designation*”) and be completed within twelve months of such Designation and failure of the Company to complete the

Project Facility in accordance herewith and with the terms of the Agency Lease.

(h) Failure to maintain the Rental Restrictions and/or provide the required reporting relative thereto as set forth herein.

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Section 4.01 shall have occurred and be continuing with respect to this Agreement, and/or the Company shall be in default under the Lease Agreements, the Agency may take whatever action at law or in equity, including but not limited to recapture in accordance with the Agency's Recapture Policy dated June 21, 2016 or pursuant to the terms of any Company Document, following applicable notice, as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement and/or the Lease Agreements. 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.

The payment schedule contained in Exhibit "A" is for the benefit of 156 Solar 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".

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 156 Solar 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 156 Solar 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, 156 Solar agrees that in the event that 156 Solar is unsuccessful in its Legal Challenge, it will, on demand, pay to the Agency and/or the Municipality the reasonable fees and disbursements of any attorneys employed (whether in-house or outside counsel) for the defense of such Legal Challenge as well as such other reasonable expenses so incurred.

Section 4.05. Remedies; Waiver and Notice

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

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

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

(d) 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.

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

ARTICLE V **MISCELLANEOUS**

Section 5.01. Term of Agreement

(a) General. This Agreement shall become effective and the obligations of the Agency and the Company shall arise absolutely and unconditionally upon the execution and delivery of this Agreement. This Agreement shall terminate on the earliest to occur of: (i) the same date that the Dupli Building 2 Agency Lease Agreement terminates; (ii) on any earlier date permitted under the Dupli Building 2 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:

156 Solar Street LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

And to:

Dupli Associates LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to:

Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

The Agency and the 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 the 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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the Agency and the 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
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By: _____
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DUPLI ASSOCIATES LLC
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Mark E. Lane, Managing Member

156 SOLAR STREET LLC
By: Dupli Associates LLC, its Managing Member
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

EXHIBIT "A"

PILOT SCHEDULE

Total Annual Payment

<i>Year</i>	<i>Amount</i>	
1	\$20,319.01	7/1/2018
2	\$20,725.39	7/1/2019
3	\$21,139.90	7/1/2020
4	\$21,562.70	7/1/2021
5	\$21,993.95	7/1/2022
6	\$22,433.83	7/1/2023
7	\$22,882.51	7/1/2024
8	\$23,340.16	7/1/2025
9	\$23,806.96	7/1/2026
10	\$24,283.10	7/1/2027
11	\$56,414.50	7/1/2028
12	\$89,821.44	7/1/2029
13	\$124,542.09	7/1/2030
14	\$160,615.64	7/1/2031
15	\$198,082.32	7/1/2032
Total	\$851,963.50	

EXHIBIT "B"

LEGAL DESCRIPTION

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

DUPLI ASSOCIATES, LLC

and

156 SOLAR STREET LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of December 1, 2020

156 Solar Street LLC
Federal Tax ID #: 85-3646249

Dupli Associates, LLC
Federal Tax ID # 16-1545537

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this “*Agreement*”) dated as of December 1, 2020 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, **DUPLI ASSOCIATES LLC**, a limited liability company organized under the laws of the State of New York, with offices at 113 Court Street, Binghamton, New York 13901 (“*Dupli*”) and **156 SOLAR STREET LLC**, a limited liability company organized under the laws of the State of New York, with offices at 113 Court Street, Binghamton, New York 13901 (“*156 Solar Street*”) and together with Dupli, collectively, the “*Company*”).

W I T N E S S E T H:

THE MEANING OF CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ATTACHED TO THEM IN THE AGENCY LEASE, DATED AS OF JULY 1, 2017 BY AND BETWEEN DUPLI AND THE AGENCY, AS AMENDED BY THE FIRST AMENDMENT TO AGENCY LEASE AGREEMENT DATED AS OF DECEMBER 1, 2020 BY AND BETWEEN THE DUPLI AND THE AGENCY.

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, at the request of Dupli, by resolution dated May 16, 2017 (the “*Original Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0) (the “*Building 1 Land*”); and 156 Solar Street and Division Street W. improved by an

approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0) (the "**Building 2 Land**"), each in the City of Syracuse, New York (the "**City**") (Building 1 Land together with Building 2 Land, collectively referred to as the "**Original Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Original Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of Dupli or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from Dupli to the Agency; and the sublease of the Original Project Facility back to Dupli pursuant to a sublease agreement; and

WHEREAS, in July 2017, Dupli and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

WHEREAS, to accommodate the Ownership Structure, Dupli formed 156 Solar Street LLC, the SPE for the Building 2 Project ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), 156 Solar will be a party to the Bifurcated Agreements for the Building 2 Project; and

WHEREAS, the Agency, by resolutions adopted April 21, 2020 and October 20, 2020, the authorized the Bifurcated Agreements to provide for the Ownership Structure such that the applicable Bifurcated Agreements for the Building 2 Project will govern the Building 2 Project consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**"); and

WHEREAS, the Agency has leased the Land and Facility from Dupli pursuant to that certain company lease agreement dated as of July 1, 2017, as amended by the First Amendment to Company Lease Agreement, dated as of December 1, 2020, by and between Dupli and the Agency and that certain Dupli Building 2 Company Lease Agreement, dated as of December 1, 2020, by and among Dupli, 600 Franklin and the Agency (collectively, the "**Company Lease Agreement**"), obtained an interest in the Equipment pursuant to a bill of sale from Dupli to the Agency (the "**Dupli Bill of Sale**") and a bill of sale from 600 Franklin to the Agency (the "**600 Franklin Bill of Sale**" and together with the Dupli Bill of Sale, collectively, the "**Bill of Sale**"), each dated as of December 1, 2020; and subleased the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of July 1, 2017, as amended by the First Amendment to Agency Lease, dated as of December 1, 2020, by and between the Agency and Dupli and that certain Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020, by and among the Agency, Dupli and 600 Franklin (collectively, the "**Agency Lease Agreement**"), (the Company Lease Agreement, the Bill of Sale and the Agency Lease Agreement are hereinafter collectively referred to as the "**Lease Agreements**"); and

WHEREAS, the Company acknowledges that the award of this Agreement was conditioned upon the Company's commitment to reserving and renting twenty percent (20%) of the residential units in the Project for tenants at the annual 65% area median income rent limit for the City as

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan*
http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%202001-06-2016.pdf

designated by US Department of Housing and Urban Development ("**HUD**"), inclusive of utilities, and published annually (the "**HUD Rates**") (collectively, the "**Rental Restrictions**"); 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

Dupli and 156 Solar, each as noted or jointly as the Company, acknowledge, represent,

warrants and covenant to the Agency as follows:

(a) Existence. Each Dupli and 156 Solar 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. Each Dupli and 156 Solar 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. Each Dupli and Franklin 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), and the consummation of the transactions therein and herein contemplated. Each Dupli and 156 Solar 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 Articles of Organization, 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 either Dupli or 156 Solar is a party or by which it or any of its property is bound, and Dupli or 156 Solar'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 Dupli and 156 Solar under the terms of any of the foregoing, and this Agreement is a legal, valid and binding obligation of Dupli and 156 Solar enforceable in accordance with its terms.

(c) Title. 156 Solar 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) Membership Interests. For the term of this Agreement, Dupli shall hold 90% of the membership interests of 156 Solar and the tax credit investor shall hold 10% of such membership interests.

(e) Rental Restrictions. For the term of this Agreement, the Company shall comply with the Rental Restrictions as set forth herein.

(f) 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.

(g) The obligations of the Company to make the payments required by this Agreement and to perform and observe any and all of the other covenants and agreements on its part contained

herein, including but not limited to the Rental Restrictions, are joint and several 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.

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. The Project Facility is currently exempt on the tax roll of the Municipality by reason of a 412-a exemption pursuant to the Original Lease Documents and such exemption shall continue uninterrupted upon the effective date of this Agreement.

(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*". Upon receipt of the Company's payment, the Municipality, on behalf of the Agency, will disburse the appropriate portion of the said payment to the County of Onondaga and the Municipality, or such other taxing jurisdiction, pursuant to the Act. This Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. In accordance with the Original PILOT Agreement the year 1 payment due for the City and School portion of the year 1 payment under **Exhibit "A"** commenced on July 1, 2018. Likewise, the year 1 payment due for the County and Water District portion of the year 1 payment under **Exhibit "A"** commenced on January 1, 2019. The balance of the payments due under this Agreement are set forth on **Exhibit "A"** attached hereto.

(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 156 Solar if the Project Facility were owned by 156 Solar 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. 156 Solar 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 156 Solar 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 156 Solar 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 156 Solar 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.

In addition, during the Reporting Period (as defined in the Dupli Building 2 Agency Lease), the Company shall provide the reporting and certifications required relative to the Rental Restrictions as more fully set forth in Section 8.5 of the Dupli Building 2 Agency Lease. The Company acknowledges that failure to maintain and/or report on the Rental Restrictions as set forth herein and therein, shall give rise to the Agency's right to recapture all Recapture Amounts.

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 the 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 600 Franklin.

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 156 Solar 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 156 Solar 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, continuance of such failure for the duration of any applicable cure period set forth therein after receipt of any required notice thereunder.

(d) 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.

(e) 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.

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

(g) Failure of the Company to commence the construction, renovation, and equipping of the Project Facility within thirty days of receiving approval from the State Historic Preservation Office and National Parks Service of its historic designation (collectively, the “*Designation*”) and be completed within twelve months of such Designation and failure of the Company to complete the

Project Facility in accordance herewith and with the terms of the Agency Lease.

(h) Failure to maintain the Rental Restrictions and/or provide the required reporting relative thereto as set forth herein.

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Section 4.01 shall have occurred and be continuing with respect to this Agreement, and/or the Company shall be in default under the Lease Agreements, the Agency may take whatever action at law or in equity, including but not limited to recapture in accordance with the Agency's Recapture Policy dated June 21, 2016 or pursuant to the terms of any Company Document, following applicable notice, as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement and/or the Lease Agreements. 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.

The payment schedule contained in Exhibit "A" is for the benefit of 156 Solar 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".

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 156 Solar 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 156 Solar 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, 156 Solar agrees that in the event that 156 Solar is unsuccessful in its Legal Challenge, it will, on demand, pay to the Agency and/or the Municipality the reasonable fees and disbursements of any attorneys employed (whether in-house or outside counsel) for the defense of such Legal Challenge as well as such other reasonable expenses so incurred.

Section 4.05. Remedies; Waiver and Notice

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

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

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

(d) 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.

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

ARTICLE V **MISCELLANEOUS**

Section 5.01. Term of Agreement

(a) General. This Agreement shall become effective and the obligations of the Agency and the Company shall arise absolutely and unconditionally upon the execution and delivery of this Agreement. This Agreement shall terminate on the earliest to occur of: (i) the same date that the Dupli Building 2 Agency Lease Agreement terminates; (ii) on any earlier date permitted under the Dupli Building 2 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:

156 Solar Street LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

And to:

Dupli Associates LLC
113 Court Street
Binghamton, New York 13901
Attn: Mark E. Lane

With a copy to:

Lynn D'Elia Temes & Stanczyk LLC
100 Madison Street
Tower 1 – Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Esq.

The Agency and the 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 the 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

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

IN WITNESS WHEREOF, the Agency and the 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

DUPLI ASSOCIATES LLC
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

156 SOLAR STREET LLC
By: Dupli Associates LLC, its Managing Member
By: FS Development Associates, LLC, its Manager

By: _____
Mark E. Lane, Managing Member

EXHIBIT "A"

PILOT SCHEDULE

Total Annual Payment

<i>Year</i>	<i>Amount</i>	
1	\$20,319.01	7/1/2018
2	\$20,725.39	7/1/2019
3	\$21,139.90	7/1/2020
4	\$21,562.70	7/1/2021
5	\$21,993.95	7/1/2022
6	\$22,433.83	7/1/2023
7	\$22,882.51	7/1/2024
8	\$23,340.16	7/1/2025
9	\$23,806.96	7/1/2026
10	\$24,283.10	7/1/2027
11	\$56,414.50	7/1/2028
12	\$89,821.44	7/1/2029
13	\$124,542.09	7/1/2030
14	\$160,615.64	7/1/2031
15	\$198,082.32	7/1/2032
Total	\$851,963.50	

EXHIBIT "B"

LEGAL DESCRIPTION

156 Solar Street & Division Street West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.



NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

RECEIVED
DEC 23 2020
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 156 Solar Street LLC
Street 113 Court Street
City Binghamton, NY 13901
Telephone no. Day (315) 234-7241
Evening () N/A
Contact Mark E. Lane
Title Managing Member

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 118.-06-01.0/2020
- b. Street address 156 Solar Street
- c. City, Town or Village Syracuse
- d. School District Syracuse
- e. County Onondaga
- f. Current assessment \$510,000
- g. Deed to IDA (date recorded; liber and page)
N/A lease/leaseback agreement -
see Schedule A

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) renovation of mixed-use building containing residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City; commercial office space and retail space
- b. Type of construction steel/wood
- c. Square footage 334.35 x 260.97
- d. Total cost \$10,754,903
- e. Date construction commenced 2020
- 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
- _____
- _____

- 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 156 Solar Street LLC
 Title _____
 Address 113 Court Street
Binghamton, New York 13901

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 12-23-20 (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
 Name Title
City of Syracuse Industrial Development Agency hereby certify that the information
 Organization

on this application and accompanying papers constitutes a true statement of facts.

12-15-2020
Date


Signature

FOR USE BY ASSESSOR

1. Date application filed _____

2. Applicable taxable status date _____

3a. Agreement (or extract) date _____

3b. Projected exemption expiration (year) _____

4. Assessed valuation of parcel in first year of exemption \$ _____

5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

SCHEDULE "A"

Response to Item 3.g Deed to IDA: Memorandum of First Amendment to Company Lease Agreement and Memorandum of First Amendment to Agency Lease Agreement, both dated as of December 1, 2020, were each recorded in the office of the Clerk of Onondaga County on December 22, 2020 as Instrument No. 2020-00050179 and Instrument No. 2020-00050180, respectively. Also, Memorandum of Dupli Building 2 Company Lease Agreement and Memorandum of Dupli Building 2 Agency Lease Agreement were each recorded in the office of the Clerk of Onondaga County on December 22, 2020 as Instrument No. 2020-00050185 and Instrument No. 2020-00050186, 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 First Amendment to Agency Lease Agreement, First Amendment to Company Lease Agreement, Dupli Building 2 Company Lease Agreement and Dupli Building 2 Agency Lease Agreement each dated as of December 1, 2020, 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 22, 2020

VIA OVERNIGHT DELIVERY

Dave Clifford, Assessor
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
Dupli Associates, LLC – Building 1 Project (600 Franklin Street)
Dupli Associates, LLC – Building 2 Project (156 Solar Street)

Dear Mr. Clifford:

Enclosed herewith please find an original form RP-412-a *for each* Payment in Lieu of Taxes Agreement attendant with the above referenced projects to be filed with your office.

We previously sent you, via email, fully executed copies of the First Amendment to PILOT Agreement, as well as a copy of the First Amendment to Company Lease Agreement, First Amendment to Agency Lease Agreement, each containing fully executed copies of the exhibits which represent the new leases for each of the above referenced Project locations, and copies of the Payment in Lieu of Taxes Agreements for each of the above referenced projects.

We have enclosed an extra copy of each RP-412-a and ask that you return both, filed-stamped, in the envelope provided.

If you have any questions regarding the foregoing, or require anything additional from us, please do not hesitate to contact me.

Very truly yours,

/s/ Susan R. Katzoff

Enclosures

cc: ***Via Electronic Mail***
Judith DeLaney, Executive Director
Hon. Benjamin Walsh
Hon. Ryan McMahan

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

Onondaga County Clerk Recording Cover Sheet

Received From :
CHICAGO TITLE

Return To :
LYNN D'ELIA TEMES & STANCZYK LLC
100 MADISON ST
TOWER I STE 1905
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

156 SOLAR STREET LLC

First PARTY 2

MATT INDUSTRIES INC

Index Type : Land Records

Instr Number : 2020-00050189

Book : Page :

Type of Instrument : Mortgage

Type of Transaction : Mtg Type A

Recording Fee: \$135.50

Recording Pages : 18

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

Mortgage Taxes

Property Located : Syracuse

Serial Number : DL12891

Mortgage Amount : \$1,650,000.00

Basic Tax : \$0.00

Local Tax : \$0.00

Additional Tax : \$4,125.00

Transportation Auth Tax : \$0.00

SONYMA : \$0.00

County Tax : \$0.00

Total : \$4,125.00

Total Fees : \$4,260.50

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) : 12/22/2020

At (Recorded Time) : 2:15:41 PM



Doc ID - 041493750018

Lisa Dell, County Clerk



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

MORTGAGE AND SECURITY AGREEMENT

CERTAIN DEFINITIONS

A) **"Mortgage"** - means this Mortgage and Security Agreement which is dated as of December 16, 2020.

Bi) **"Mortgagor"** – means **156 SOLAR STREET LLC**, a New York limited liability company having an address of 113 Court Street, Binghamton, New York 13091.

Bii) **"Agency"** – means **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

C) **"Borrower"** - means **156 SOLAR STREET LLC**, a New York limited liability company having an address of 113 Court Street, Binghamton, New York 13091, **DUPLI ASSOCIATES LLC**, a New York limited liability company having an address of 113 Court Street, Binghamton, New York 13091, and **FS DEVELOPMENT ASSOCIATES, LLC**, a New York limited liability company having an address of 113 Court Street, Binghamton, New York 13091. For purposes of clarity, the Agency shall not be deemed a Borrower hereunder.

D) **"Lender"** - means **MATT INDUSTRIES INC., J. KEMPER MATT, J. KEMPER MATT, JR., JULIE MORGAN MATT, ALEC MATT, STEPHEN ELLIOTT, AND CENTRAL NEW YORK COMMUNITY FOUNDATION, INC.**, having an address in care of Matt Industries Inc., 6761 Thompson Road, Syracuse, New York 13211. J. Kemper Matt, J. Kemper Matt, Jr., Julie Morgan Matt, Alec Matt, Stephen Elliott, and Central New York Community Foundation, Inc. authorize Matt Industries Inc. to receive all payments due under the Note, and authorize Matt Industries Inc. to execute a discharge of mortgage discharging this Mortgage upon Matt Industries Inc.'s receipt of the full repayment of the Debt.

E) **"Note"** - means the note, bond or other obligation bearing even date executed by Borrower in which Borrower agrees to pay **ONE MILLION SIX HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$1,650,000.00)** to Lender in accordance with the repayment terms set forth therein.

F) **"Mortgage Amount"** - means the sum set forth in the definition of Note above.

G) **"Principal"** - means the unpaid Note amount and any other unpaid amounts which may be advanced and added or subtracted from time to time to Principal pursuant to Loan Documents.

H) **"Interest"** - means unless otherwise expressly provided, the rate or rates owed from time to time as set forth in Loan Documents for the repayment of Principal, or the amount of interest accrued on the Principal.

I) **"Debt"** - means the amount of outstanding Principal plus Interest due under the Note.

J) **“Property”** - means the property or any part thereof or any interest therein that is described in the section below titled **“Description of Property”**.

K) **“Premises”** - means the Property or any part thereof or interest therein set forth in the section below titled **“Description of Property 1. Premises: (a), (b), (c)”**.

L) **“Loan Documents”** - means all the documents evidencing or securing the Debt executed in connection with this loan.

M) **“Environmental Law”** - means any law, rule or regulation of any government or governmental body or agency, governing the use, generation, transportation, treatment, storage, handling or disposal of Hazardous Materials.

N) **“Hazardous Material”** - means asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, flammable substances, explosives, radio-active materials, hazardous wastes, toxic substances, pollutants or any other material or substance to the extent such item is prohibited, limited or regulated by Environmental Laws.

O) **“Guarantor”** - means Mark Lane, an individual having an address of 34 Conti Court, Binghamton, New York 13905, and Joseph Gehm, an individual having an address of 5161 Wagons Trail End, Syracuse, New York 13215.

GRANTING CLAUSE

In order to secure payment of the Debt and to secure the performance of all of the obligations of Borrower under all of the Loan Documents, Mortgagor and Agency hereby mortgages, and grants a security interest to Lender in and to the Property and excepting therefrom all of the Agency’s Unassigned Rights, as that term is defined in the Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020 between the Agency and the Mortgagor (the **“Agency Lease”**).

DESCRIPTION OF PROPERTY

1. Premises:

- (a) Those lands and interest in lands located in the City of Syracuse, County of Onondaga and State of New York commonly known as 156 Solar Street and as more particularly set forth in Schedule A attached hereto.
- (b) All buildings and other improvements and fixtures, tenements, hereditaments, privileges, appurtenances, reversions, remainders, riparian rights, waterways, easements, strips and gores of land, land under water, land lying in the bed of any road, adjoining, attached, appertaining or benefiting the Premises, owned by, or in which Mortgagor has a legal interest (including any ground leases) to the extent of that legal interest, now or in the future.

{M0728595.1}

- (c) All fixtures, articles of or personal property owned by, or in which Mortgagor has a legal interest to the extent of that legal interest, that now or hereafter affixed to or used in the operation of the property set forth in paragraph "1. Premises: (a) and (b)" above including but not limited to all plumbing, heating, refrigerating, air conditioning, electrical systems, incinerating, sprinklers, or other fire prevention or extinguishing systems, machinery, motors, pumps, steam and hot water boilers and heaters, oil burners, ventilators, partitions, mirrors, blinds, awnings, screens, screen doors, storm doors, storm windows, window boxes, window shades, stoves, bathtub, bathroom cabinets, water closets, sinks, dishwashers, disposals, basins, drinking fountains, floor coverings, furnishings, and equipment installed for tenants on a furnished basis, private telephone and communications equipment, TV antennas, CATV equipment and other personal property constituting a part of or used in connection with the operation of the property set forth in paragraph "1. Premises: (a) and (b)" above together with any and all replacements thereof and additions thereto.
2. All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and awards for taking by condemnation or otherwise and any unearned premiums accrued, accruing or to accrue under all insurance policies now or hereafter obtained by Mortgagor.
 3. The leases to the Premises or any part thereof now or hereafter entered into and all rights, title and interest of Mortgagor thereunder; and including without limitation, cash or securities deposited thereunder (whether the same was deposited to secure performance by the parties thereto of their obligations thereunder or to be held until the expiration of the terms of their leases to be held and applied to one or more installments of rent or other charges coming due or otherwise), including, the right upon the happening of an Event of Default, as herein defined below, to receive and collect the rents and other charges thereunder, excluding therefrom that certain Dupli Building 1 Company Lease Agreement dated as of December 1, 2020 between the Mortgagor and the Agency (the "Company Lease") and the Agency Lease (collectively, the "Agency Leases").
 4. The right, title and interest of Mortgagor and/or Agency in, to and under all agreements, if any, including the proceeds from time to time payable thereunder, now or hereafter entered into for the sale and purchase of the Premises.
 5. To the extent assignable, any and all plans, specifications, drawings, renderings and schematics, from time to time prepared for use in connection with the construction of the Premises.
 6. To the extent assignable, all contracts and agreements now or hereafter entered into, relating to or involving the performance of any work, rendering of any services, the supply of any materials or the conduct of operations in and the management of the Premises including, without limitation, construction contracts, architect agreements, management agreements, options and other agreements, affecting the Premises.

7. To the extent assignable, any and all permits, certificates, approvals, and authorizations, for the operation and use of the Premises, including, without limitation, building permits, environmental certificates, certificates of operation, warranties and guarantees.
8. All mineral, oil and gas rights and profits that are part of the Premises.
9. All of the amounts that are paid to Lender under paragraph 4 below.

PARTICULAR AGREEMENTS, WARRANTIES AND REPRESENTATIONS

Mortgagor agrees with, and warrants and represents to Lender as follows:

1. **Payment of the Debt.** Borrower will punctually pay the Debt in accordance with the terms of Loan Documents and shall conform and comply with all agreements contained in Loan Documents.
2. **Payment of Taxes, Assessments, etc.** Mortgagor shall pay when due and payable and before interest or penalties are due thereon, all taxes, assessments, water and sewer rents and all other charges or claims which may be assessed, levied, or filed at any time against Mortgagor, the Premises, or which by any present or future law may have priority over the Debt secured hereby and Mortgagor shall deliver to Lender upon Lender's request, receipts for payment thereof not later than one month after such payment.
3. **Insurance Requirements and Use of Insurance Proceeds.** Mortgagor, will continuously keep the Premises insured against fire, casualty and such other hazard as may be required from time to time by Lender. Mortgagor shall name and/or list Lender at Lender's address of 6761 Thompson Road, Syracuse, New York 13211, in any insurance certificate or document as required by Lender. Provided that: (a) no Event of Default (as herein below defined) or no event which but for the passage of time, the giving of notice or both would constitute an Event of Default has occurred; (b) Mortgagor has provided Lender with a certificate (the "Certificate") from an engineer or other party acceptable to Lender that: (i) the damage in question can be repaired on or before the maturity date of the Note; and (ii) the cost of repair or restoration will not exceed a sum stated in the Certificate (the "Restoration Cost"); (c) the Lender has on deposit between insurance proceeds and funds made available by Mortgagor a sum at least equal to the Restoration Cost; and (d) any leases applicable to the Premises damaged or destroyed will remain in full force and effect during the period of repair or restoration except that rental may abate during said repair period, provided that all rental payments shall recommence at completion of repair or restoration, the proceeds or insurance paid to the Lender may be used for repair or restoration of the Premises. If Mortgagor does not elect to repair or restore, the proceeds of any insurance shall be paid to the Lender for application to any sums secured by this Mortgage.
4. **Maintenance of the Premises.** Mortgagor shall maintain or cause the Premises to be maintained in good and tenantable condition and repair, will not commit or suffer any waste to be committed thereon, and shall at all times keep the Premises secured. None of the Premises shall be removed, demolished or materially altered. Mortgagor shall promptly comply with all laws, regulations and

orders of any governmental entity and shall promptly repair, replace or rebuild the Premises which may be damaged by any casualty. Mortgagor hereby consents that Lender, its agents and employees may, upon reasonable notice to Mortgagor, and at reasonable times enter the Premises owned by Mortgagor, and may enter the Premises leased by Mortgagor to tenants subject to the terms of each applicable tenant lease for the purpose of inspecting the same.

5. **Impositions.** Upon the occurrence of an Event of Default, Lender shall have the right to require Mortgagor to pay to Lender on the first day of each month, until the Debt has been paid in full, a sum (herein "Funds") equal to one-twelfth of (a) the yearly water and sewer rates and taxes and assessments on the Property and (b) the yearly premium installments for fire and other hazard insurance, and such other insurance covering the Property as Lender may require. The Funds shall be held by Lender and shall be applied to pay such rates, rents, taxes, assessments, insurance premiums. Lender shall not be required to pay Mortgagor any interest on the Funds unless required by applicable law or if Lender specifically agrees in writing. The Funds are pledged as additional security for the Debt and shall be subject to set off. If, at any time, the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender, Mortgagor shall, on demand, pay such deficiency. Lender may apply, in Lender's sole discretion, any Funds held by Lender at the time of application to pay rates, rents, taxes, assessments, insurance premiums that are now or shall hereafter become due; or as a credit against sums secured by this Mortgage. Upon release of this Mortgage and payment in full of the Debt, Lender shall promptly refund to Mortgagor any Funds held by Lender.
6. **Estoppel Certificates.** Mortgagor and/or Borrower within ten (10) days upon notice from Lender will deliver to Lender a written statement duly acknowledged setting forth the Debt due on this Mortgage, and offsets or defenses, if any, which Borrower has against the Debt.
7. **Use of Condemnation Proceeds.** In the event the Premises are taken by condemnation or otherwise, by any public or quasi-public entity the award or compensation payable by such entity to Mortgagor for or on account of Mortgagor's interest in the Premises, equal to the amount of the Debt is hereby assigned free and clear of any liens to Lender. Mortgagor shall file and prosecute Mortgagor's claim for such award or compensation with due diligence and in good faith and cause the same to be paid over to Lender to the extent of the Debt. Mortgagor hereby irrevocably authorizes and empowers Lender in the name of Mortgagor or otherwise to collect and receive such award or compensation to the extent of the Debt. Notwithstanding such taking Borrower shall continue to pay the Debt in the manner provided for in Loan Documents. The Debt shall not be reduced and Interest shall continue to be owed and payable on the Debt until the award or compensation is actually received by Lender. Such award or compensation may be applied to the Debt in such proportions and priority as Lender in Lender's sole discretion may elect, with any remaining condemnation proceeds being promptly forwarded to Mortgagor. If prior to the receipt by Lender of such award or compensation the Premises shall have been sold by foreclosure, Lender shall have the right to receive said award or payment and apply it on the Debt remaining unsatisfied after such sale and the costs and expenses including reasonable attorneys' fees incurred by Lender in such foreclosure and in the collection of such award or payment whether or not a deficiency judgment on this Mortgage shall have been recovered.

8. **Warranty of Title.** Mortgagor warrants that it has good and marketable title to and indefeasible fee estate in the Premises subject only to the leasehold interest of the Agency and will do and execute without expense to Lender such further acts, conveyances, and assurances as Lender shall require for the assuring and mortgaging the Premises to Lender.
9. **Leases and Rents.** To the extent not inconsistent with other assignments to Lender, Mortgagor hereby assigns to Lender the rents under each tenancy of the Premises as security for the payment of the Debt and if Borrower is in default of payment of the Debt beyond any notice and cure period, then Mortgagor grants to Lender the right to collect such rents and to apply the same to the Debt until the Debt is paid in full; Mortgagor agrees to timely perform all of Mortgagor's obligations on all such tenancies as provided under the leases therefore. Mortgagor agrees that it will not assign or conditionally assign any of the rents or profits from the Property. Mortgagor agrees that all tenancies and renewals thereof entered into in the future shall be subject to the approval of Lender provided such approval is not unreasonably withheld or delayed. As provided in Section 291- (f) of the Real Property Law of the State of New York to which reference is made, Mortgagor agrees not to cancel or modify any of such tenancies or to accept prepayments of rent greater than one (1) month. For the avoidance of doubt, the Agency Leases are not being assigned pursuant hereto.
10. **Right to File Financing Statements.** Mortgagor authorizes and agrees Lender can file in the appropriate office at Mortgagor's expense financing statement(s) as required by law to perfect and maintain the security interest of Lender in the Property. This Mortgage shall be deemed to be a Security Agreement pursuant to the Uniform Commercial Code of the State of New York.
11. **Lien Law Covenant.** Mortgagor will receive the advances to be made hereunder subject to the trust provisions of Section 13 of the Lien Law of the State of New York, and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of constructing the improvements to the Premises and will apply the same first to such payment before using any part of the same for any other purpose, but nothing herein shall be construed to impose upon Lender any obligation to see to the proper allocation of such advances by Mortgagor.
12. **Transfer or Encumbrance of the Property.** Mortgagor agrees not to sell, transfer, pledge, further encumber, grant a beneficial interest in, or lease (not in the ordinary course of Mortgagor's business) the Premises whether voluntarily, involuntarily or by operation of law, by deed, land installment contract, mortgage, deed-in-trust, contract, lease or otherwise without the prior written consent of Lender. Mortgagor, if not a natural person, agrees that it will not cause or suffer to be caused any change in its effective voting control either voluntarily, involuntarily, by operation of law, transfer, pledge or otherwise without the prior written consent of Lender. The terms "effective voting control" means the possession direct or indirect, of the power to direct or cause the direction of the management and policies of Mortgagor whether through ownership of voting securities, by contract or otherwise. If Mortgagor is a limited liability company, then no member of Mortgagor shall create, effect, contract for, commit or consent to, or shall suffer or permit any sale, conveyance, transfer, assignment, collateral assignment, lien, pledge, deed, security interest, or other hypothecation, encumbrance or alienation of any equity interest in Mortgagor.

13. **Recovery of Sums Required to be Paid.** If an action or proceeding is commenced involving Lenders' rights under the Loan Documents in which Lender is made a party, all sums paid by Lender for the expense of defending its rights under Loan Documents including actual, reasonable and necessary attorneys' fee, shall be paid by Mortgagor to Lender together with Interest upon demand and if not paid upon such demand such amount shall be added to Principal and become a lien against the Premises prior to any right or claim upon the Premises attaching or accruing subsequent to the lien of this Mortgage and shall be deemed to be secured by this Mortgage.
14. **Performance of Other Agreements.** Borrower and Mortgagor shall observe and perform all agreements contained in Loan Documents or any other agreements entered into by Borrower and/or Mortgagor pertaining to the Premises.
15. **Events of Default.** The Debt as provided for in Loan Documents shall become immediately due and payable to Lender upon the occurrence of any of the following beyond any notice and/or cure period, each of which shall be considered an "Event of Default":
- (a) Non-payment after the same shall become due and payable of: (i) any installment of Interest; (ii) any payment of principal or any other sum to be paid Lender according to the terms of Loan Documents; or (iii) non-payment after more than thirty (30) days after the same shall become due of any real estate taxes, water and sewer rents, special assessment charges or claims and any other items.
 - (b) If Borrower, Mortgagor, or any Guarantor fails to keep, observe and perform any agreements contained in Loan Documents or in any other loan document relating to any other loan(s) with Lender for thirty (30) days after written notice, or if any representation, warranty, certificate, report, financial statement in Loan Documents, or in any other instrument delivered to Lender by Borrower, Mortgagor, or any Guarantor in inducing Lender to make this loan shall be false or misleading in any material matter.
 - (c) On the expiration of thirty (30) days from the effective date of any law deducting from the value of the Premises for the purpose of taxation, any lien thereon or changing in any way the taxation of mortgages or debts secured thereby so as to impose a tax on this Mortgage or the Debt unless after notice from Lender, Mortgagor agrees to pay such tax when due and does so.
 - (d) In the event of the entry of a final judgment for the payment of money against Borrower, Mortgagor, or any Guarantor, and Borrower, Mortgagor or Guarantor fails to discharge such judgment or to have it stayed pending an appeal within thirty (30) days from the entry thereof, or if such judgment shall be affirmed on appeal, failure to discharge such judgment within thirty (30) days from the entrance of such affirmation.
 - (e) If by Order of a Court a trustee, receiver or liquidator of the Property shall be appointed and such order shall not be discharged or dismissed within (90) days after such appointment; or if Borrower or Mortgagor is a limited liability company, a member thereof, shall file a petition or make a similar action in bankruptcy or for an arrangement or for a reorganization pursuant

to the Federal Bankruptcy Act or the Federal Bankruptcy Code or any similar law Federal or State; or if Borrower or Mortgagor is a limited liability company, a member thereof, shall be adjudicated bankrupt or declared insolvent or shall make an assignment for the benefit of creditors or shall admit in writing an inability to pay debts as they become due or shall consent to the appointment of receiver(s) of the Premises; or if any of the creditors of Borrower or Mortgagor, or if Borrower or Mortgagor is a limited liability company, a member thereof, shall file a petition in bankruptcy or a similar action against any of them or for reorganization of any of them pursuant to the Federal Bankruptcy Act, the Federal Bankruptcy Code, or an similar law Federal or State and if such petition shall not be discharged or dismissed within ninety (90) days after the date which such petition was filed.

- (f) In the event a mechanics lien(s) are not vacated, satisfied or bonded within thirty (30) days of filing.
- (g) If any proceedings are commenced for the taking by condemnation or otherwise of the Premises which taking results in the appraised value of the Premises being materially less than the value established by the appraisal relied upon by Lender in making the loan secured hereby.
- (h) Borrower or Mortgagor defaults under the provisions of any other superior or subordinate mortgage encumbering the Premises.
- (i) If any representation or warranty of Borrower or Mortgagor or of any person providing any guaranty, indemnity or assurance in connection with this loan whether made herein or in any such indemnity or assurance, or in any certificate, report, financial statement or other instrument furnished in connection with the making of the Note, this Mortgage, or any other Loan Document, shall prove to be false or misleading in any material respect.
- (j) If Mortgagor abandons the Premises or shall sell, convey or transfer (or contract to sell, convey or transfer) all or any part of the Premises without first obtaining the Lender's written consent.
- (k) If Mortgagor shall assign any part of the rents other than to Borrower, or shall in any manner affect any existing lease, so that the security for payment of the Debt shall be impaired.
- (l) If Borrower or Mortgagor shall fail to pay any debt owed by it or is in default under any other obligation or agreement with Lender or any other party and such failure or default continues after any applicable grace period specified in the instrument or agreement relating thereto.
- (m) The death of any Guarantor.

16. **Appointment of Receiver.** Lender upon the occurrence of an Event of Default can without notice have a Receiver of the Property appointed without regard to the value of the Property or the solvency or insolvency of Mortgagor.

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17. **Right to Cure Defaults.** If an Event of Default occurs and continues beyond any applicable notice and cure period, Lender may, at its option, remedy such Default and enter the Premises without becoming liable to Mortgagor or any person in possession of Premises for the purpose of remedying such Default. Lender may expend sums as required to remedy such Default and such sums and all other costs and expenses incurred by Lender in remedying such Default together with Interest shall be paid by Mortgagor to Lender upon demand and if not paid such amount shall be added to Principal and become a lien against the Premises prior to any right or claim upon Premises attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage.
18. **Default Rent Payments.** If an Event of Default occurs and continues beyond any applicable notice and cure period, and Mortgagor is occupying the Premises, Mortgagor agrees to pay Lender each month upon demand as a monthly rental in advance a sum equal to 1/12th of the Interest due for the prior month. If Mortgagor does not pay such sums, then such sum together with Interest shall be added to Principal and become a lien against Premises prior to any right or claim upon the Premises attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. Further, upon such default Lender shall have the right to institute summary proceedings to obtain possession of Premises in the manner provided by law for the recovery of demised real property upon a default in the payment of rent.
19. **Sale in Parcels.** If this Mortgage is foreclosed, the Premises may at the discretion of Lender, be sold in one or more parcels or in several interests or portions and in any order or manner.
20. **Foreclosure Expenses.** If an Event of Default under Loan Documents occurs and continues beyond any applicable notice and cure period, and an action is commenced to foreclose this Mortgage, Lender shall be entitled to recover all the Debt and such reasonable costs and additional allowances provided for under the laws of the State of New York and in addition thereto, actual, reasonable and necessary attorneys' fees.
21. **Non-Waiver.** The failure of Lender to insist upon strict performance of any term of this Mortgage shall not be deemed to be a waiver thereof. Borrower shall not be relieved of any of Borrower's obligations set forth in Loan Documents by reason of: (i) failure of Lender to take any action to foreclose this Mortgage or enforce any other provisions of Loan Documents, whether or not requested by Borrower, (ii) the release of the Property from the lien of this Mortgage, or (iii) any agreement made by Lender modifying any term of Loan Documents or (iv) the release of any entity liable for the payment of the Debt or any part thereof. Further, any subordinate lienor or interest owner is put on notice that Lender has the right to release any entity obligated on the Debt or any part thereof, or release the Property from the lien of this Mortgage, or modify any term of Loan Documents or Borrower's rights thereunder, or resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its sole discretion, may elect, without changing or affecting in any way Lender's lien position and priority against the Property. Lender may take action to recover the Debt, or any portion thereof, or to enforce any agreement of Loan Documents without prejudice to the right of Lender thereafter to seek any other remedy it has pursuant to Loan Documents. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law.

22. **Notices.** All notices permitted or required under Loan Documents shall be in writing and be served in person or by mail, provided that if by mail, the same be sent certified mail, return receipt requested, or by overnight delivery service such as FedEx addressed to Mortgagor, Agency or Lender at the address set forth above. Lender, Agency and Mortgagor may designate a different address in the future by notifying the other of such different address in writing in accordance with this paragraph.
23. **Lender's Right to Possession.** Lender may upon the occurrence of any Event of Default and beyond the expiration of any applicable notice and cure period, enter Premises, take possession thereof remove Mortgagor from the Property and operate the Property, paying the costs and expenses of such operation and collecting all rents, debts and accounts receivable due Mortgagor from such operation. Further, unless Lender has agreed otherwise, Lender may evict according to law any occupant of the Premises whose occupancy is subject to the lien of this Mortgage. All such rents, debts or accounts so collected shall be credited to the Debt and such costs and expenses and the costs and expenses of obtaining possession including actual, reasonable and necessary attorneys' fees shall be added to Principal and become a lien against Premises prior to any right or claim upon the Premises attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage.
24. **Indemnification of Lender.** Mortgagor shall indemnify and hold harmless Lender against any claims, actions, proceedings, losses, costs, penalties, interest and reasonable legal fees which Lender may incur by reason of any matter relating directly or indirectly to Loan Documents or the ownership, condition, transfer, leasing or mortgaging of the Property, or to the Premises having been or being in violation of any Environmental Law, except for claims, actions, proceedings, losses, costs, penalties, interest and legal fees which Lender incurs as a result of its own negligence or willful misconduct.
25. **Mortgagor's Authority.** Mortgagor, if not a natural person, represents and warrants that, it is duly organized and validly existing, it has full power and lawful authority to execute Loan Documents, such execution is in accordance and compliance with all requirements of law and its agreements, and is in furtherance of its purposes.
26. **Purpose of Loan.** That the loan will be used primarily for business purposes. To the best of Mortgagor's knowledge, the Premises is not located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards. Further, to the best of Mortgagor's knowledge, the Premises is not in an area in which a Native American Indian Nation is making a claim in Court based on the title of such area being owned by such Nation.
27. **Mortgagor's Representations, Warranties and Covenants.** Mortgagor represents, warrants and covenants as follows:
- (a) Mortgagor has not used Hazardous Materials at or affecting the Premises in any manner which violates Federal, State or local laws, ordinances, rules or regulations governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

- (b) To the best of Mortgagor's actual knowledge, no prior owner, occupant or operator of the Premises have used Hazardous Materials at or affecting the Premises in any manner which violates Federal, State or local laws, ordinances, rules or regulations governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.
- (c) Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials and not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce or process Hazardous Materials, except in compliance with all applicable Federal, State and local laws or regulations.
- (d) Mortgagor shall ensure compliance by all operators and occupants of the Premises with all applicable Federal, State and local laws, ordinances, rules and regulations and will ensure that all such operators and occupants obtain and comply with any and all required approvals, registrations or permits.
- (e) Mortgagor shall defend, indemnify, and hold harmless Lender, its employees, agents, officers and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature known or unknown, contingent or otherwise, arising out of or in any way related to Hazardous Materials at or affecting the Premises or the soil, water, vegetation, buildings, personal property, person, animals or otherwise and any personal injury (including wrongful death) or property damage arising out of or related to such Hazardous Materials.
- (f) Foreclosure shall not operate as a discharge of Mortgagor's engagements as to Hazardous Materials; and in the event Mortgagor tender a deed in lieu of foreclosure, Mortgagor shall deliver the Premises to Lender (or its designee) free of any and all Hazardous Materials.
- (g) In the event Mortgagor does not timely perform any of the above obligations, Lender may perform said obligations at the expense of Mortgagor and such expense shall be added to the amount secured by the lien of this Mortgage.
- (h) To furnish from time to time such further information regarding the business and financial condition of the Mortgagor or the fair market value or physical condition of the mortgaged the Premises as Lender may reasonably request. In the event Mortgagor fails to furnish such information or appraisal, Lender may hire outside professionals to conduct such audits and appraisals at Mortgagor's expense and said expense shall be secured by this Mortgage and shall be reimbursed to Lender upon demand.
- (i) These representations, warranties and covenants are made for the benefit of the Lender named in this Mortgage and for the benefit of any subsequent holder or assignee of the Note and this Mortgage, with the intentions that such subsequent holder or assignee shall rely upon this certification in purchasing the Note and this Mortgage.
- (j) This Mortgage grants Lender a first priority mortgage lien encumbering the Premises.

28. **Prepayment Penalty.** The prepayment prohibitions or penalties constituting a portion of the Note, if any, are incorporated herein by reference and made a part hereof.
29. **Inapplicable Provision.** In the event any of the agreements contained in Loan Documents shall for any reason be held to be invalid, illegal or unenforceable, such event shall not affect the validity, legality or enforceability of any other agreement of Loan Documents, and Loan Documents shall be construed as if such agreement had never been set forth.
30. **Construction.** This Mortgage shall be governed and construed in accordance with the laws of the State of New York for purposes of determining procedural rights and remedies and shall otherwise be governed and construed in accordance with the laws of the State of New York.
31. **Modifications and Amendments.** This Mortgage cannot be modified except by an agreement in writing executed by the party against whom enforcement of the modification is sought.
32. **Waiver of Counterclaim.** Mortgagor hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender, and waives trial by jury in any action or proceeding brought by either party hereto against the other or in any counterclaim asserted by Lender against Mortgagor, or in any matters whatsoever arising out of or in any way connected with this Mortgage, the Note, any of the other Loan Documents or the Debt.
33. **Assignment.** Mortgagor shall not assign its obligations pursuant to this Mortgage without Lender's prior written consent.
34. **Limits on Agency Liability.**

The obligations and agreements of the Agency contained herein and in the other Loan Documents and in any other instrument or document executed in connection herewith or therewith, and any instrument or documents supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Mortgagor) 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 or of the City of Syracuse, and neither the State nor the City of Syracuse shall be liable hereon or thereon, and, 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 Agency Lease or Company Lease, sale or other disposition of the Premises. 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 agents' (other than the Mortgagor) or employees' reasonable good faith belief or judgment that it or they 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 and agents (other than the Mortgagor) 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 (other than the Mortgagor) and employees against all liability expected to be incurred as a result of compliance with such request. Any failure to provide notice, indemnify or security to the Agency pursuant to this Paragraph shall not alter the full force and effect of any Event of Default under this Agreement.

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 (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 reasonable attorney's fees.

Mortgagor's Obligations to Comply with the Agency Lease, the Company Lease and the Payment in Lieu of Taxes 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 Lease, the Company Lease and the Payment in Lieu of Taxes Agreement, dated as of December 1, 2020 between the Agency and the Mortgagor (the "PILOT Agreement"), as and when such sums become due and payable, but in any event before the expiration of any grace period provided in the Agency Lease, the Company Lease and 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 Lease, the Company Lease and the PILOT Agreement to be performed, observed or complied with by Mortgagor as lessor under the Company Lease and lessee under the Agency Lease and as a party under the PILOT Agreement. If the Agency Lease, the Company Lease and/or the PILOT Agreement do not provide for a grace period for the payment of a sum of money, Mortgagor shall make the payment on or before the date on which the payment becomes due and payable. Mortgagor shall deliver evidence of the payment to Mortgagee within ten (10) days after receipt of a written request from Mortgagee for evidence of the payment.

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 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 Premises.

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 Premises, 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 Premises

Hold Harmless Provisions.

(a) The Mortgagor 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 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 (as defined in the Agency Lease);

(2) All causes of action and attorney's 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 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 Mortgagor, or any contractor of the Mortgagor, 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 Mortgagor 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 Mortgagor or such contractor under worker's compensation laws, disability benefit laws, or other employee benefit laws.

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By executing below, Mortgagor agrees to warrant and represent the above.

156 SOLAR STREET LLC

By: Dupli Associates LLC, Its Managing Member

By: FS Development Associates, LLC, Its Manager

By: 
Mark E. Lane
Its: **Managing Member**

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

On the 4th day of December in the year 2020 before me, the undersigned, personally appeared MARK E. LANE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.


Notary Public

STEPHANIE A. SMITH
Notary Public, State of New York
No. 01SM4995504
Qualified in Madison County
My Commission Expires April 27, 2022

IN WITNESS WHEREOF, the Agency has executed this Mortgage as of the date first above written.

Agency:

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: *Judith DeLaney*
Name: Judith DeLaney
Title: Executive Director

ACKNOWLEDGMENT

State of New York)
County of Onondaga) ss:

On this 8th day of December, 2020 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.

Lori L. MacSobie
Notary Public

LORI L. MACSOBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01524055901
Commission Expires on Feb. 23, 22

EXHIBIT "A"
LEGAL DESCRIPTION

600 Franklin Street North to Solar Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc., and/or Borden, Inc. by the following 3 deeds:

1. from Borden's Milk Products Company, Inc. dated January 4, 1936 and recorded in Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
2. from James A. Jacobs and Susan Jacobs dated July 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. from Woodstead Enterprises, LTD. dated November 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

Beginning at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed by Borden, Inc. to the City of Syracuse for public purposes by deed recorded in Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N 28° 09' 10" W along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly, continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 N. Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 13' 48", and a chord bearing N 67° 57' 44" E, 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along the last mentioned division line, a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S 28° 09' 10" E along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence s 61° 50' 50" w along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Rousing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S 28° 09' 10" E continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence s 61° 50' 50" w continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N 28° 09' 10 W along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence s 61° 50' 50" W along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S 28° 09' 10" E along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence s 61° 50' 50" w along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 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 :
SIMPLIFILE

Return To :
SIMPLIFILE

Method Returned : ERECORDING

First PARTY 1

156 SOLAR STREET LLC

First PARTY 2

MATT INDUSTRIES INC

Index Type : Land Records

Instr Number : 2021-00030595

Book : Page :

Type of Instrument : Mortgage

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 : DM4848

Mortgage Amount : \$0.00

Basic Tax : \$0.00

Local Tax : \$0.00

Additional Tax : \$0.00

Transportation Auth Tax : \$0.00

SONYMA : \$0.00

County Tax : \$0.00

Total : \$0.00

Total Fees : \$136.00

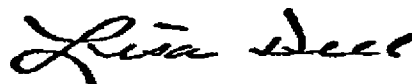
State of New York

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) : 06/30/2021

At (Recorded Time) : 2:12:19 PM



Lisa Dell, County Clerk



CORRECTIVE MORTGAGE

THIS MORTGAGE IS GIVEN TO CORRECT AN ORIGINAL MORTGAGE from 156 Solar Street LLC and the City of Syracuse Industrial Development Agency and Matt Industries Inc., J. Kemper Matt, J. Kemper Matt, Jr., Julie Morgan Matt, Alec Matt, Stephen Elliott and Central New York Community Foundation, Inc., dated December 16, 2020 (“Original Mortgage”) which Original Mortgage was recorded on December 22, 2020 in the Onondaga County Clerk’s Office as Instrument Number 2020-00050189

The correction consists of substitution of Exhibit A, Legal Description. The legal description for an incorrect parcel of property was inadvertently attached to the Original Mortgage. This Corrective Mortgage attached the correct legal description of 156 Solar Street which correct legal description attached hereto as Exhibit A.

Contemporaneously herewith, the Mortgagors under the Original Mortgage are executing a release to release the lien of the Original Mortgage from the incorrect parcel of property inadvertently made subject to the Original Mortgage.

CORRECTIVE MORTGAGE AND SECURITY AGREEMENT

CERTAIN DEFINITIONS

A) **“Mortgage”** - means this Mortgage and Security Agreement which is dated as of December 16, 2020.

Bi) **“Mortgagor”** – means **156 SOLAR STREET LLC**, a New York limited liability company having an address of 113 Court Street, Binghamton, New York 13091.

Bii) **“Agency”** – means **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

C) **“Borrower”** - means **156 SOLAR STREET LLC**, a New York limited liability company having an address of 113 Court Street, Binghamton, New York 13091, **DUPLI ASSOCIATES LLC**, a New York limited liability company having an address of 113 Court Street, Binghamton, New York 13091, and **FS DEVELOPMENT ASSOCIATES, LLC**, a New York limited liability company having an address of 113 Court Street, Binghamton, New York 13091. For purposes of clarity, the Agency shall not be deemed a Borrower hereunder.

D) **“Lender”** - means **MATT INDUSTRIES INC., J. KEMPER MATT, J. KEMPER MATT, JR., JULIE MORGAN MATT, ALEC MATT, STEPHEN ELLIOTT, AND CENTRAL NEW YORK COMMUNITY FOUNDATION, INC.**, having an address in care of Matt Industries Inc., 6761 Thompson Road, Syracuse, New York 13211. J. Kemper Matt, J. Kemper Matt, Jr., Julie Morgan Matt, Alec Matt, Stephen Elliott, and Central New York Community Foundation, Inc. authorize Matt Industries Inc. to receive all payments due under the Note, and authorize Matt Industries Inc. to execute a discharge of mortgage discharging this Mortgage upon Matt Industries Inc.’s receipt of the full repayment of the Debt.

E) “Note” - means the note, bond or other obligation bearing even date executed by Borrower in which Borrower agrees to pay **ONE MILLION SIX HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$1,650,000.00)** to Lender in accordance with the repayment terms set forth therein.

F) “Mortgage Amount” - means the sum set forth in the definition of Note above.

G) “Principal” - means the unpaid Note amount and any other unpaid amounts which may be advanced and added or subtracted from time to time to Principal pursuant to Loan Documents.

H) “Interest” - means unless otherwise expressly provided, the rate or rates owed from time to time as set forth in Loan Documents for the repayment of Principal, or the amount of interest accrued on the Principal.

I) “Debt” - means the amount of outstanding Principal plus Interest due under the Note.

J) “Property” - means the property or any part thereof or any interest therein that is described in the section below titled “Description of Property”.

K) “Premises” - means the Property or any part thereof or interest therein set forth in the section below titled “Description of Property 1. Premises: (a), (b), (c)”.

L) “Loan Documents” - means all the documents evidencing or securing the Debt executed in connection with this loan.

M) “Environmental Law” - means any law, rule or regulation of any government or governmental body or agency, governing the use, generation, transportation, treatment, storage, handling or disposal of Hazardous Materials.

N) “Hazardous Material” - means asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, flammable substances, explosives, radio-active materials, hazardous wastes, toxic substances, pollutants or any other material or substance to the extent such item is prohibited, limited or regulated by Environmental Laws.

O) “Guarantor” - means Mark Lane, an individual having an address of 34 Conti Court, Binghamton, New York 13905, and Joseph Gehm, an individual having an address of 5161 Wagons Trail End, Syracuse, New York 13215.

GRANTING CLAUSE

In order to secure payment of the Debt and to secure the performance of all of the obligations of Borrower under all of the Loan Documents, Mortgagor and Agency hereby mortgages, and grants a security interest to Lender in and to the Property and excepting therefrom all of the Agency’s Unassigned Rights, as that term is defined in the Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020 between the Agency and the Mortgagor (the “Agency Lease”).

DESCRIPTION OF PROPERTY

1. Premises:
 - (a) Those lands and interest in lands located in the City of Syracuse, County of Onondaga and State of New York commonly known as 156 Solar Street and as more particularly set forth in Schedule A attached hereto.
 - (b) All buildings and other improvements and fixtures, tenements, hereditaments, privileges, appurtenances, reversions, remainders, riparian rights, waterways, easements, strips and gores of land, land under water, land lying in the bed of any road, adjoining, attached, appertaining or benefiting the Premises, owned by, or in which Mortgagor has a legal interest (including any ground leases) to the extent of that legal interest, now or in the future.
 - (c) All fixtures, articles of or personal property owned by, or in which Mortgagor has a legal interest to the extent of that legal interest, that now or hereafter affixed to or used in the operation of the property set forth in paragraph "1. Premises: (a) and (b)" above including but not limited to all plumbing, heating, refrigerating, air conditioning, electrical systems, incinerating, sprinklers, or other fire prevention or extinguishing systems, machinery, motors, pumps, steam and hot water boilers and heaters, oil burners, ventilators, partitions, mirrors, blinds, awnings, screens, screen doors, storm doors, storm windows, window boxes, window shades, stoves, bathtub, bathroom cabinets, water closets, sinks, dishwashers, disposals, basins, drinking fountains, floor coverings, furnishings, and equipment installed for tenants on a furnished basis, private telephone and communications equipment, TV antennas, CATV equipment and other personal property constituting a part of or used in connection with the operation of the property set forth in paragraph "1. Premises: (a) and (b)" above together with any and all replacements thereof and additions thereto.
2. All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and awards for taking by condemnation or otherwise and any unearned premiums accrued, accruing or to accrue under all insurance policies now or hereafter obtained by Mortgagor.
3. The leases to the Premises or any part thereof now or hereafter entered into and all rights, title and interest of Mortgagor thereunder; and including without limitation, cash or securities deposited thereunder (whether the same was deposited to secure performance by the parties thereto of their obligations thereunder or to be held until the expiration of the terms of their leases to be held and applied to one or more installments of rent or other charges coming due or otherwise), including, the right upon the happening of an Event of Default, as herein defined below, to receive and collect the rents and other charges thereunder, excluding therefrom that certain Dupli Building 1 Company Lease Agreement dated as of December 1, 2020 between the Mortgagor and the Agency (the "Company Lease") and the Agency Lease (collectively, the "Agency Leases").

4. The right, title and interest of Mortgagor and/or Agency in, to and under all agreements, if any, including the proceeds from time to time payable thereunder, now or hereafter entered into for the sale and purchase of the Premises.
5. To the extent assignable, any and all plans, specifications, drawings, renderings and schematics, from time to time prepared for use in connection with the construction of the Premises.
6. To the extent assignable, all contracts and agreements now or hereafter entered into, relating to or involving the performance of any work, rendering of any services, the supply of any materials or the conduct of operations in and the management of the Premises including, without limitation, construction contracts, architect agreements, management agreements, options and other agreements, affecting the Premises.
7. To the extent assignable, any and all permits, certificates, approvals, and authorizations, for the operation and use of the Premises, including, without limitation, building permits, environmental certificates, certificates of operation, warranties and guarantees.
8. All mineral, oil and gas rights and profits that are part of the Premises.
9. All of the amounts that are paid to Lender under paragraph 4 below.

PARTICULAR AGREEMENTS, WARRANTIES AND REPRESENTATIONS

Mortgagor agrees with, and warrants and represents to Lender as follows:

1. **Payment of the Debt.** Borrower will punctually pay the Debt in accordance with the terms of Loan Documents and shall conform and comply with all agreements contained in Loan Documents.
2. **Payment of Taxes, Assessments, etc.** Mortgagor shall pay when due and payable and before interest or penalties are due thereon, all taxes, assessments, water and sewer rents and all other charges or claims which may be assessed, levied, or filed at any time against Mortgagor, the Premises, or which by any present or future law may have priority over the Debt secured hereby and Mortgagor shall deliver to Lender upon Lender's request, receipts for payment thereof not later than one month after such payment.
3. **Insurance Requirements and Use of Insurance Proceeds.** Mortgagor, will continuously keep the Premises insured against fire, casualty and such other hazard as may be required from time to time by Lender. Mortgagor shall name and/or list Lender at Lender's address of 6761 Thompson Road, Syracuse, New York 13211, in any insurance certificate or document as required by Lender. Provided that: (a) no Event of Default (as herein below defined) or no event which but for the passage of time, the giving of notice or both would constitute an Event of Default has occurred; (b) Mortgagor has provided Lender with a certificate (the "Certificate") from an engineer or other party acceptable to Lender that: (i) the damage in question can be repaired on or before the maturity date of the Note; and (ii) the cost of repair or restoration will not exceed a sum stated in the Certificate (the "Restoration Cost"); (c) the Lender has on deposit between insurance proceeds and funds made available by

Mortgagor a sum at least equal to the Restoration Cost; and (d) any leases applicable to the Premises damaged or destroyed will remain in full force and effect during the period of repair or restoration except that rental may abate during said repair period, provided that all rental payments shall recommence at completion of repair or restoration, the proceeds or insurance paid to the Lender may be used for repair or restoration of the Premises. If Mortgagor does not elect to repair or restore, the proceeds of any insurance shall be paid to the Lender for application to any sums secured by this Mortgage.

4. **Maintenance of the Premises.** Mortgagor shall maintain or cause the Premises to be maintained in good and tenantable condition and repair, will not commit or suffer any waste to be committed thereon, and shall at all times keep the Premises secured. None of the Premises shall be removed, demolished or materially altered. Mortgagor shall promptly comply with all laws, regulations and orders of any governmental entity and shall promptly repair, replace or rebuild the Premises which may be damaged by any casualty. Mortgagor hereby consents that Lender, its agents and employees may, upon reasonable notice to Mortgagor, and at reasonable times enter the Premises owned by Mortgagor, and may enter the Premises leased by Mortgagor to tenants subject to the terms of each applicable tenant lease for the purpose of inspecting the same.
5. **Impositions.** Upon the occurrence of an Event of Default, Lender shall have the right to require Mortgagor to pay to Lender on the first day of each month, until the Debt has been paid in full, a sum (herein "Funds") equal to one-twelfth of (a) the yearly water and sewer rates and taxes and assessments on the Property and (b) the yearly premium installments for fire and other hazard insurance, and such other insurance covering the Property as Lender may require. The Funds shall be held by Lender and shall be applied to pay such rates, rents, taxes, assessments, insurance premiums. Lender shall not be required to pay Mortgagor any interest on the Funds unless required by applicable law or if Lender specifically agrees in writing. The Funds are pledged as additional security for the Debt and shall be subject to set off. If, at any time, the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender, Mortgagor shall, on demand, pay such deficiency. Lender may apply, in Lender's sole discretion, any Funds held by Lender at the time of application to pay rates, rents, taxes, assessments, insurance premiums that are now or shall hereafter become due; or as a credit against sums secured by this Mortgage. Upon release of this Mortgage and payment in full of the Debt, Lender shall promptly refund to Mortgagor any Funds held by Lender.
6. **Estoppel Certificates.** Mortgagor and/or Borrower within ten (10) days upon notice from Lender will deliver to Lender a written statement duly acknowledged setting forth the Debt due on this Mortgage, and offsets or defenses, if any, which Borrower has against the Debt.
7. **Use of Condemnation Proceeds.** In the event the Premises are taken by condemnation or otherwise, by any public or quasi-public entity the award or compensation payable by such entity to Mortgagor for or on account of Mortgagor's interest in the Premises, equal to the amount of the Debt is hereby assigned free and clear of any liens to Lender. Mortgagor shall file and prosecute Mortgagor's claim for such award or compensation with due diligence and in good faith and cause the same to be paid over to Lender to the extent of the Debt. Mortgagor hereby irrevocably authorizes and empowers Lender in the name of Mortgagor or otherwise to collect and receive such award or compensation to the extent of the Debt. Notwithstanding such taking Borrower shall continue to pay

the Debt in the manner provided for in Loan Documents. The Debt shall not be reduced and Interest shall continue to be owed and payable on the Debt until the award or compensation is actually received by Lender. Such award or compensation may be applied to the Debt in such proportions and priority as Lender in Lender's sole discretion may elect, with any remaining condemnation proceeds being promptly forwarded to Mortgagor. If prior to the receipt by Lender of such award or compensation the Premises shall have been sold by foreclosure, Lender shall have the right to receive said award or payment and apply it on the Debt remaining unsatisfied after such sale and the costs and expenses including reasonable attorneys' fees incurred by Lender in such foreclosure and in the collection of such award or payment whether or not a deficiency judgment on this Mortgage shall have been recovered.

8. **Warranty of Title.** Mortgagor warrants that it has good and marketable title to and indefeasible fee estate in the Premises subject only to the leasehold interest of the Agency and will do and execute without expense to Lender such further acts, conveyances, and assurances as Lender shall require for the assuring and mortgaging the Premises to Lender.
9. **Leases and Rents.** To the extent not inconsistent with other assignments to Lender, Mortgagor hereby assigns to Lender the rents under each tenancy of the Premises as security for the payment of the Debt and if Borrower is in default of payment of the Debt beyond any notice and cure period, then Mortgagor grants to Lender the right to collect such rents and to apply the same to the Debt until the Debt is paid in full; Mortgagor agrees to timely perform all of Mortgagor's obligations on all such tenancies as provided under the leases therefore. Mortgagor agrees that it will not assign or conditionally assign any of the rents or profits from the Property. Mortgagor agrees that all tenancies and renewals thereof entered into in the future shall be subject to the approval of Lender provided such approval is not unreasonably withheld or delayed. As provided in Section 291- (f) of the Real Property Law of the State of New York to which reference is made, Mortgagor agrees not to cancel or modify any of such tenancies or to accept prepayments of rent greater than one (1) month. For the avoidance of doubt, the Agency Leases are not being assigned pursuant hereto.
10. **Right to File Financing Statements.** Mortgagor authorizes and agrees Lender can file in the appropriate office at Mortgagor's expense financing statement(s) as required by law to perfect and maintain the security interest of Lender in the Property. This Mortgage shall be deemed to be a Security Agreement pursuant to the Uniform Commercial Code of the State of New York.
11. **Lien Law Covenant.** Mortgagor will receive the advances to be made hereunder subject to the trust provisions of Section 13 of the Lien Law of the State of New York, and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of constructing the improvements to the Premises and will apply the same first to such payment before using any part of the same for any other purpose, but nothing herein shall be construed to impose upon Lender any obligation to see to the proper allocation of such advances by Mortgagor.
12. **Transfer or Encumbrance of the Property.** Mortgagor agrees not to sell, transfer, pledge, further encumber, grant a beneficial interest in, or lease (not in the ordinary course of Mortgagor's business) the Premises whether voluntarily, involuntarily or by operation of law, by deed, land installment contract, mortgage, deed-in-trust, contract, lease or otherwise without the prior written consent of Lender. Mortgagor, if not a natural person, agrees that it will not cause or suffer to be

caused any change in its effective voting control either voluntarily, involuntarily, by operation of law, transfer, pledge or otherwise without the prior written consent of Lender. The terms "effective voting control" means the possession direct or indirect, of the power to direct or cause the direction of the management and policies of Mortgagor whether through ownership of voting securities, by contract or otherwise. If Mortgagor is a limited liability company, then no member of Mortgagor shall create, effect, contract for, commit or consent to, or shall suffer or permit any sale, conveyance, transfer, assignment, collateral assignment, lien, pledge, deed, security interest, or other hypothecation, encumbrance or alienation of any equity interest in Mortgagor.

13. **Recovery of Sums Required to be Paid.** If an action or proceeding is commenced involving Lenders' rights under the Loan Documents in which Lender is made a party, all sums paid by Lender for the expense of defending its rights under Loan Documents including actual, reasonable and necessary attorneys' fee, shall be paid by Mortgagor to Lender together with Interest upon demand and if not paid upon such demand such amount shall be added to Principal and become a lien against the Premises prior to any right or claim upon the Premises attaching or accruing subsequent to the lien of this Mortgage and shall be deemed to be secured by this Mortgage.
14. **Performance of Other Agreements.** Borrower and Mortgagor shall observe and perform all agreements contained in Loan Documents or any other agreements entered into by Borrower and/or Mortgagor pertaining to the Premises.
15. **Events of Default.** The Debt as provided for in Loan Documents shall become immediately due and payable to Lender upon the occurrence of any of the following beyond any notice and/or cure period, each of which shall be considered an "Event of Default":
 - (a) Non-payment after the same shall become due and payable of: (i) any installment of Interest; (ii) any payment of principal or any other sum to be paid Lender according to the terms of Loan Documents; or (iii) non-payment after more than thirty (30) days after the same shall become due of any real estate taxes, water and sewer rents, special assessment charges or claims and any other items.
 - (b) If Borrower, Mortgagor, or any Guarantor fails to keep, observe and perform any agreements contained in Loan Documents or in any other loan document relating to any other loan(s) with Lender for thirty (30) days after written notice, or if any representation, warranty, certificate, report, financial statement in Loan Documents, or in any other instrument delivered to Lender by Borrower, Mortgagor, or any Guarantor in inducing Lender to make this loan shall be false or misleading in any material matter.
 - (c) On the expiration of thirty (30) days from the effective date of any law deducting from the value of the Premises for the purpose of taxation, any lien thereon or changing in any way the taxation of mortgages or debts secured thereby so as to impose a tax on this Mortgage or the Debt unless after notice from Lender, Mortgagor agrees to pay such tax when due and does so.
 - (d) In the event of the entry of a final judgment for the payment of money against Borrower, Mortgagor, or any Guarantor, and Borrower, Mortgagor or Guarantor fails to discharge such

judgment or to have it stayed pending an appeal within thirty (30) days from the entry thereof, or if such judgment shall be affirmed on appeal, failure to discharge such judgment within thirty (30) days from the entrance of such affirmation.

- (e) If by Order of a Court a trustee, receiver or liquidator of the Property shall be appointed and such order shall not be discharged or dismissed within (90) days after such appointment; or if Borrower or Mortgagor is a limited liability company, a member thereof, shall file a petition or make a similar action in bankruptcy or for an arrangement or for a reorganization pursuant to the Federal Bankruptcy Act or the Federal Bankruptcy Code or any similar law Federal or State; or if Borrower or Mortgagor is a limited liability company, a member thereof, shall be adjudicated bankrupt or declared insolvent or shall make an assignment for the benefit of creditors or shall admit in writing an inability to pay debts as they become due or shall consent to the appointment of receiver(s) of the Premises; or if any of the creditors of Borrower or Mortgagor, or if Borrower or Mortgagor is a limited liability company, a member thereof, shall file a petition in bankruptcy or a similar action against any of them or for reorganization of any of them pursuant to the Federal Bankruptcy Act, the Federal Bankruptcy Code, or an similar law Federal or State and if such petition shall not be discharged or dismissed within ninety (90) days after the date which such petition was filed.
- (f) In the event a mechanics lien(s) are not vacated, satisfied or bonded within thirty (30) days of filing.
- (g) If any proceedings are commenced for the taking by condemnation or otherwise of the Premises which taking results in the appraised value of the Premises being materially less than the value established by the appraisal relied upon by Lender in making the loan secured hereby.
- (h) Borrower or Mortgagor defaults under the provisions of any other superior or subordinate mortgage encumbering the Premises.
- (i) If any representation or warranty of Borrower or Mortgagor or of any person providing any guaranty, indemnity or assurance in connection with this loan whether made herein or in any such indemnity or assurance, or in any certificate, report, financial statement or other instrument furnished in connection with the making of the Note, this Mortgage, or any other Loan Document, shall prove to be false or misleading in any material respect.
- (j) If Mortgagor abandons the Premises or shall sell, convey or transfer (or contract to sell, convey or transfer) all or any part of the Premises without first obtaining the Lender's written consent.
- (k) If Mortgagor shall assign any part of the rents other than to Borrower, or shall in any manner affect any existing lease, so that the security for payment of the Debt shall be impaired.
- (l) If Borrower or Mortgagor shall fail to pay any debt owed by it or is in default under any other obligation or agreement with Lender or any other party and such failure or default

continues after any applicable grace period specified in the instrument or agreement relating thereto.

(m) The death of any Guarantor.

16. **Appointment of Receiver.** Lender upon the occurrence of an Event of Default can without notice have a Receiver of the Property appointed without regard to the value of the Property or the solvency or insolvency of Mortgagor.
17. **Right to Cure Defaults.** If an Event of Default occurs and continues beyond any applicable notice and cure period, Lender may, at its option, remedy such Default and enter the Premises without becoming liable to Mortgagor or any person in possession of Premises for the purpose of remedying such Default. Lender may expend sums as required to remedy such Default and such sums and all other costs and expenses incurred by Lender in remedying such Default together with Interest shall be paid by Mortgagor to Lender upon demand and if not paid such amount shall be added to Principal and become a lien against the Premises prior to any right or claim upon Premises attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage.
18. **Default Rent Payments.** If an Event of Default occurs and continues beyond any applicable notice and cure period, and Mortgagor is occupying the Premises, Mortgagor agrees to pay Lender each month upon demand as a monthly rental in advance a sum equal to 1/12th of the Interest due for the prior month. If Mortgagor does not pay such sums, then such sum together with Interest shall be added to Principal and become a lien against Premises prior to any right or claim upon the Premises attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. Further, upon such default Lender shall have the right to institute summary proceedings to obtain possession of Premises in the manner provided by law for the recovery of demised real property upon a default in the payment of rent.
19. **Sale in Parcels.** If this Mortgage is foreclosed, the Premises may at the discretion of Lender, be sold in one or more parcels or in several interests or portions and in any order or manner.
20. **Foreclosure Expenses.** If an Event of Default under Loan Documents occurs and continues beyond any applicable notice and cure period, and an action is commenced to foreclose this Mortgage, Lender shall be entitled to recover all the Debt and such reasonable costs and additional allowances provided for under the laws of the State of New York and in addition thereto, actual, reasonable and necessary attorneys' fees.
21. **Non-Waiver.** The failure of Lender to insist upon strict performance of any term of this Mortgage shall not be deemed to be a waiver thereof. Borrower shall not be relieved of any of Borrower's obligations set forth in Loan Documents by reason of: (i) failure of Lender to take any action to foreclose this Mortgage or enforce any other provisions of Loan Documents, whether or not requested by Borrower, (ii) the release of the Property from the lien of this Mortgage, or (iii) any agreement made by Lender modifying any term of Loan Documents or (iv) the release of any entity liable for the payment of the Debt or any part thereof. Further, any subordinate lienor or interest owner is put on notice that Lender has the right to release any entity obligated on the Debt or any part thereof, or release the Property from the lien of this Mortgage, or modify any term of Loan Documents or

Borrower's rights thereunder, or resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its sole discretion, may elect, without changing or affecting in any way Lender's lien position and priority against the Property. Lender may take action to recover the Debt, or any portion thereof, or to enforce any agreement of Loan Documents without prejudice to the right of Lender thereafter to seek any other remedy it has pursuant to Loan Documents. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law.

22. **Notices.** All notices permitted or required under Loan Documents shall be in writing and be served in person or by mail, provided that if by mail, the same be sent certified mail, return receipt requested, or by overnight delivery service such as FedEx addressed to Mortgagor, Agency or Lender at the address set forth above. Lender, Agency and Mortgagor may designate a different address in the future by notifying the other of such different address in writing in accordance with this paragraph.
23. **Lender's Right to Possession.** Lender may upon the occurrence of any Event of Default and beyond the expiration of any applicable notice and cure period, enter Premises, take possession thereof remove Mortgagor from the Property and operate the Property, paying the costs and expenses of such operation and collecting all rents, debts and accounts receivable due Mortgagor from such operation. Further, unless Lender has agreed otherwise, Lender may evict according to law any occupant of the Premises whose occupancy is subject to the lien of this Mortgage. All such rents, debts or accounts so collected shall be credited to the Debt and such costs and expenses and the costs and expenses of obtaining possession including actual, reasonable and necessary attorneys' fees shall be added to Principal and become a lien against Premises prior to any right or claim upon the Premises attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage.
24. **Indemnification of Lender.** Mortgagor shall indemnify and hold harmless Lender against any claims, actions, proceedings, losses, costs, penalties, interest and reasonable legal fees which Lender may incur by reason of any matter relating directly or indirectly to Loan Documents or the ownership, condition, transfer, leasing or mortgaging of the Property, or to the Premises having been or being in violation of any Environmental Law, except for claims, actions, proceedings, losses, costs, penalties, interest and legal fees which Lender incurs as a result of its own negligence or willful misconduct.
25. **Mortgagor's Authority.** Mortgagor, if not a natural person, represents and warrants that, it is duly organized and validly existing, it has full power and lawful authority to execute Loan Documents, such execution is in accordance and compliance with all requirements of law and its agreements, and is in furtherance of its purposes.
26. **Purpose of Loan.** That the loan will be used primarily for business purposes. To the best of Mortgagor's knowledge, the Premises is not located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards. Further, to the best of Mortgagor's knowledge, the Premises is not in an area in which a Native American Indian Nation is making a claim in Court based on the title of such area being owned by such Nation.
27. **Mortgagor's Representations, Warranties and Covenants.** Mortgagor represents, warrants and covenants as follows:

- (a) Mortgagor has not used Hazardous Materials at or affecting the Premises in any manner which violates Federal, State or local laws, ordinances, rules or regulations governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.
- (b) To the best of Mortgagor's actual knowledge, no prior owner, occupant or operator of the Premises have used Hazardous Materials at or affecting the Premises in any manner which violates Federal, State or local laws, ordinances, rules or regulations governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.
- (c) Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials and not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce or process Hazardous Materials, except in compliance with all applicable Federal, State and local laws or regulations.
- (d) Mortgagor shall ensure compliance by all operators and occupants of the Premises with all applicable Federal, State and local laws, ordinances, rules and regulations and will ensure that all such operators and occupants obtain and comply with any and all required approvals, registrations or permits.
- (e) Mortgagor shall defend, indemnify, and hold harmless Lender, its employees, agents, officers and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature known or unknown, contingent or otherwise, arising out of or in any way related to Hazardous Materials at or affecting the Premises or the soil, water, vegetation, buildings, personal property, person, animals or otherwise and any personal injury (including wrongful death) or property damage arising out of or related to such Hazardous Materials.
- (f) Foreclosure shall not operate as a discharge of Mortgagor's engagements as to Hazardous Materials; and in the event Mortgagor tender a deed in lieu of foreclosure, Mortgagor shall deliver the Premises to Lender (or its designee) free of any and all Hazardous Materials.
- (g) In the event Mortgagor does not timely perform any of the above obligations, Lender may perform said obligations at the expense of Mortgagor and such expense shall be added to the amount secured by the lien of this Mortgage.
- (h) To furnish from time to time such further information regarding the business and financial condition of the Mortgagor or the fair market value or physical condition of the mortgaged the Premises as Lender may reasonably request. In the event Mortgagor fails to furnish such information or appraisal, Lender may hire outside professionals to conduct such audits and appraisals at Mortgagor's expense and said expense shall be secured by this Mortgage and shall be reimbursed to Lender upon demand.

- (i) These representations, warranties and covenants are made for the benefit of the Lender named in this Mortgage and for the benefit of any subsequent holder or assignee of the Note and this Mortgage, with the intentions that such subsequent holder or assignee shall rely upon this certification in purchasing the Note and this Mortgage.
 - (j) This Mortgage grants Lender a first priority mortgage lien encumbering the Premises.
28. **Prepayment Penalty.** The prepayment prohibitions or penalties constituting a portion of the Note, if any, are incorporated herein by reference and made a part hereof.
29. **Inapplicable Provision.** In the event any of the agreements contained in Loan Documents shall for any reason be held to be invalid, illegal or unenforceable, such event shall not affect the validity, legality or enforceability of any other agreement of Loan Documents, and Loan Documents shall be construed as if such agreement had never been set forth.
30. **Construction.** This Mortgage shall be governed and construed in accordance with the laws of the State of New York for purposes of determining procedural rights and remedies and shall otherwise be governed and construed in accordance with the laws of the State of New York.
31. **Modifications and Amendments.** This Mortgage cannot be modified except by an agreement in writing executed by the party against whom enforcement of the modification is sought.
32. **Waiver of Counterclaim.** Mortgagor hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender, and waives trial by jury in any action or proceeding brought by either party hereto against the other or in any counterclaim asserted by Lender against Mortgagor, or in any matters whatsoever arising out of or in any way connected with this Mortgage, the Note, any of the other Loan Documents or the Debt.
33. **Assignment.** Mortgagor shall not assign its obligations pursuant to this Mortgage without Lender's prior written consent.
34. **Limits on Agency Liability.**

The obligations and agreements of the Agency contained herein and in the other Loan Documents and in any other instrument or document executed in connection herewith or therewith, and any instrument or documents supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Mortgagor) 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 or of the City of Syracuse, and neither the State nor the City of Syracuse shall be liable hereon or thereon, and, 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 Agency Lease or Company Lease, sale or other disposition of the Premises. 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 agents' (other than the Mortgagor) or employees' reasonable good faith belief or judgment that it or they 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 and agents (other than the Mortgagor) 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 (other than the Mortgagor) and employees against all liability expected to be incurred as a result of compliance with such request. Any failure to provide notice, indemnify or security to the Agency pursuant to this Paragraph shall not alter the full force and effect of any Event of Default under this Agreement.

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 (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 reasonable attorney's fees.

Mortgagor's Obligations to Comply with the Agency Lease, the Company Lease and the Payment in Lieu of Taxes 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 Lease, the Company Lease and the Payment in Lieu of Taxes Agreement, dated as of December 1, 2020 between the Agency and the Mortgagor (the "PILOT Agreement"), as and when such sums become due and payable, but in any event before the expiration of any grace period provided in the Agency Lease, the Company Lease and 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 Lease, the Company Lease and the PILOT Agreement to be performed, observed or complied with by Mortgagor as lessor under the Company Lease and lessee under the Agency Lease and as a party under the PILOT Agreement. If the Agency Lease, the Company Lease and/or the PILOT Agreement do not provide for a grace period for the payment of a sum of money, Mortgagor shall make the payment on or before the date on which the payment becomes due and payable. Mortgagor shall deliver evidence of the payment to Mortgagee within ten (10) days after receipt of a written request from Mortgagee for evidence of the payment.

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 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 Premises.

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 Premises, 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 Premises

Hold Harmless Provisions.

(a) The Mortgagor 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 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 (as defined in the Agency Lease);

(2) All causes of action and attorney's 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 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 Mortgagor, or any contractor of the Mortgagor, 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 Mortgagor 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 Mortgagor or such contractor under worker's compensation laws, disability benefit laws, or other employee benefit laws.

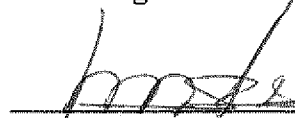
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By executing below, Mortgagor agrees to warrant and represent the above.

156 SOLAR STREET LLC

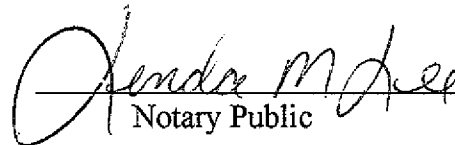
By: Dupli Associates LLC, Its Managing Member

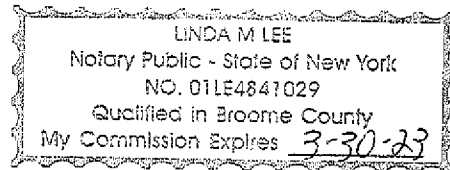
By: FS Development Associates, LLC, Its Manager

By: 
Mark E. Lane
Its: Managing Member

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

On the 27th day of April in the year 2021 before me, the undersigned, personally appeared MARK E. LANE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.


Notary Public



IN WITNESS WHEREOF, the Agency has executed this Mortgage as of the date first above written.

Agency:


CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: Judith DeLaney
Title: Executive Director

ACKNOWLEDGMENT

State of New York)
County of Onondaga) ss:

On this 22nd day of April, 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. D: MC5055591
Commission Expires on Feb. 12, 20 22

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

Containing 91,859 square feet of land, or 2.109 acres of land, more or less.

RECORD AND RETURN TO:

Frederick W. Marty, Esq.
Mackenzie Hughes LLP
440 South Warren Street, Suite 400
Syracuse, New York 13202

AFFIDAVIT UNDER SECTION 255 OF THE NEW YORK TAX LAW

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

ANTHONY J. D’ELIA, being duly sworn, deposes and says that:

1. I am the attorney for **156 SOLAR STREET LLC** (“Borrower”). I make this affidavit to set for the facts and circumstances giving rise to the need to record a Corrective Mortgage (defined below) and as to those facts and circumstances, I have personal knowledge.

2. Borrower and City of Syracuse Industrial Development Agency executed a mortgage to and Matt Industries Inc., J. Kemper Matt, J. Kemper Matt, Jr., Julie Morgan Matt, Alec Matt, Stephen Elliott and Central New York Community Foundation, Inc., (“Lender”) dated December 16, 2020 (“**Original Mortgage**”) which Original Mortgage was recorded on December 22, 2020 in the Onondaga County Clerk’s Office as Instrument Number 2020-00050189.

3. It was discovered after recording the Original Mortgage that the Original Mortgage recited that it was a first priority lien on real property known as 156 Solar Street, Syracuse, the Original Mortgage inadvertently contained the incorrect legal description – the incorrect legal description described 600 North Franklin Street in error, rather than correctly describing 156 Solar Street.

4. The Borrower and City of Syracuse Industrial Development Agency executed a Corrective Mortgage to and Lender (“**Corrective Mortgage**”) which is presenting for recording contemporaneously herewith.

5. Also presented for recording herewith is a release (“**Release**”) from Lender which releases the lien of the Original Mortgage from 600 North Franklin Street.

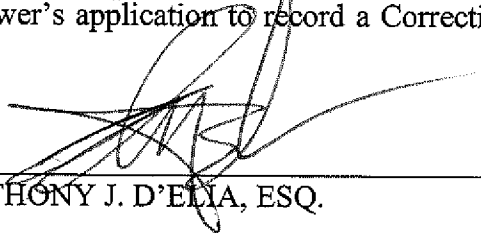
6. The aggregate outstanding principal balancing secured by the Original Mortgage as \$1,650,000.00. This amount is the same amount secured by the Corrective Mortgage, and to this date no re-loans or readvances have become secured thereunder. The Corrective Mortgage merely corrects an error in the legal description appended to the Original Mortgage. No new or additional money is being advanced on account of the Corrective Mortgage.

7. At the time of the recording of the Original Mortgage, all mortgage tax due thereof was paid in full, such amount being equal to \$4,125.00 – or .25%, which was the result of a mortgage tax exemption affidavit presented by the Syracuse Industrial Development Agency. Consequently, no mortgage tax is due.

8. This affidavit is being made to show that the Corrective Mortgage is exempt from taxation under Section 255 of the New York Tax Law.

SIGNATURE AND NOTARY ON THE FOLLOWING PAGE

WHEREFORE, the undersigned executes this affidavit pursuant to Section 255 of the Tax Law of the State of New York in support of Borrower's application to record a Corrective Mortgage exempt from mortgage tax.

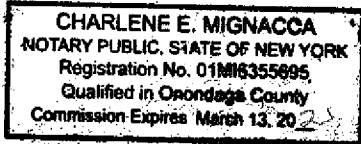


ANTHONY J. D'ELIA, ESQ.

Sworn and subscribed to before me this
25th day of June, 2021.



Notary Public



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

Onondaga County Clerk Recording Cover Sheet

Received From :
SIMPLIFILE

Return To :
SIMPLIFILE

Method Returned : ERECORDING

First PARTY 1

MATT INDUSTRIES INC

First PARTY 2

156 SOLAR STREET LLC

Index Type : Land Records

Instr Number : 2021-00030596

Book : Page :

Type of Instrument : Release Of Mortgage

Type of Transaction : Asmt-Release Mtg

Recording Fee: \$81.00

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) : 06/30/2021

At (Recorded Time) : 2:13:45 PM



Lisa Dell, County Clerk



RELEASE OF MORTGAGE

Know All Men By These Presents

That **MATT INDUSTRIES INC., J. KEMPER MATT, J. KEMPER MATT, JR., JULIE MORGAN MATT, ALEC MATT, STEPHEN ELLIOTT, AND CENTRAL NEW YORK COMMUNITY FOUNDATION, INC.**, having an address in care of Matt Industries Inc., 6761 Thompson Road, Syracuse, New York 13211 (hereinafter “Mortgagee”), is the holder of a certain Mortgage and Security Agreement bearing the date of December 16, 2020 (hereinafter, the “Original Mortgage”), made and executed by **156 SOLAR STREET LLC**, a New York limited liability company having an address of 113 Court Street, Binghamton, New York 13091 (hereinafter the “Mortgagor”), and **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 (hereinafter the “Agency”), and recorded on December 22, 2020, in the Onondaga County Clerk’s office as Instrument Number 2020-00050189, which mortgage formed a lien against the real property described in **Exhibit A** attached hereto.

The Mortgagor and the Mortgagee intended that the Original Mortgage was to form a lien against the real property described in **Exhibit B** attached hereto, and not against the real property described in **Exhibit A** attached hereto.

In order for the Original Mortgage to correctly form a lien against the real property described in **Exhibit B**, the parties executed a certain Corrective Mortgage and Security Agreement (the “Corrective Mortgage”), dated even herewith and recorded in the Onondaga County Clerk’s Office immediately prior to this Release of Mortgage.

The Mortgagee is executing this Release of Mortgage in order to release the lien of the Original Mortgage from the real property described in **Exhibit A**.

That the Mortgagee, in consideration of \$1.00, lawful money of the United States paid by the Mortgagor, does grant, release, and quitclaim unto the Mortgagor, all that part of said mortgaged lands described as follows ALL THAT TRACT OR PARCEL OF LAND all as more particularly described in **Exhibit A** attached hereto.


TOGETHER WITH the hereditaments and appurtenances thereto belonging, and all the right, title and interest of the Mortgagee of, in and to the same, to the intent that the lands hereby released may be discharged from the Original Mortgage.

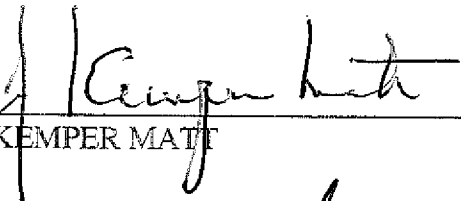
TO HAVE AND TO HOLD the lands and premises hereby released and quitclaimed to the Mortgagor, and its successors and assigns, to their own proper use and benefit, forever, free, clear and discharged of and from all lien and claim under and by virtue of the Mortgage.

IT BEING EXPRESSLY UNDERSTOOD, that nothing herein shall be deemed to release the lien of the Original Mortgage, as corrected by the Corrective Mortgage, from the real property more particularly described in Exhibit B attached hereto.

IN WITNESS WHEREOF, the Mortgagee has executed these presents and caused same to be signed as of this 21st day of June, 2021.

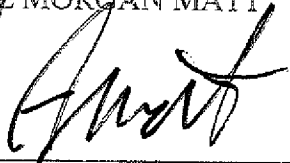
MATT INDUSTRIES INC.

By: 
J. Kemper Matt, Jr.
Its: President


J. KEMPER MATT



J. KEMPER MATT, JR.


JULIE MORGAN MATT


ALEC MATT

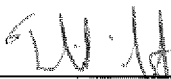

STEPHEN ELLIOTT

CENTRAL NEW YORK COMMUNITY FOUNDATION, INC.

By: 
Peter A. Dunn
Its: President

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On the 21st day of June in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared J. KEMPER MATT, JR., 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.



Notary Public

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123656
My Commission Expires March 14, 2025

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On the 21st day of June in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared J. KEMPER MATT, 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.




Notary Public

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123656
My Commission Expires March 14, 2025

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On the 21st day of June in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JULIE MORGAN MATT, 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.



Notary Public

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123656
My Commission Expires March 14, 2025

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On the 21st day of June in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared ALEC MATT, 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.

F. W. Marty
Notary Public

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123656
My Commission Expires March 14, 2025

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On the 21st day of June in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared STEPHEN ELLIOTT, 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.

F. W. Marty
Notary Public

Frederick W. Marty
Notary Public in the State of New York
Qualified in Onondaga County No. 02MA6123656
My Commission Expires March 14, 2025

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On the 8th day of June in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared PETER A. DUNN, 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.

Peter A. Dunn
Notary Public

Elizabeth T. Hartman
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA6326957
Qualified in Onondaga County
Commission Expires June 8, 2023

EXHIBIT A

600 Franklin Street North to Solar Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc., and/or Borden, Inc. by the following 3 deeds:

1. from Borden's Milk Products Company, Inc. dated January 4, 1936 and recorded in Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
2. from James A. Jacobs and Susan Jacobs dated July 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. from Woodstead Enterprises, LTD. dated November 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

Beginning at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed by Borden, Inc. to the City of Syracuse for public purposes by deed recorded in Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N 28° 09' 10" W along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly, continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 N. Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 13' 48", and a chord bearing N 67° 57' 44" E, 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along the last mentioned division line, a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S 28° 09' 10" E along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence S 61° 50' 50" W along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Rousing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S 28° 09' 10" E continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence S 61° 50' 50" W continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N 28° 09' 10" W along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence S 61° 50' 50" W along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set

at the most westerly corner thereof; thence S 28° 09' 10" E along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence s 61° 50' 50" w along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 feet to the point of beginning.

EXHIBIT B

156 Solar Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being a portion of Block No. 461 of said City of Syracuse being former Block 261 and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly road boundary of Solar Street (60 feet wide) and the southerly road boundary of West Division Street (66 feet wide); thence N. 59° 57' 30" E. along the easterly road boundary of said West Division Street, a distance of 260.97 feet to its intersection with the westerly line of lands now or formerly owned by Robert Medina and Ted Kinder as recorded in the Onondaga County Clerk's Office in Book 3979 of Deeds a Page 126; thence S. 28° 01' 45" E. along the southerly line of said Medina and Kinder a distance of 153.70 feet to its intersection with the northerly line of lands now or formerly owned by Lakefront Lofts, LLC as recorded in the Onondaga County Clerk's Office in Book 5014 of Deeds at Page 582; thence S. 62° 00' 40" W. along the northerly line of said Lakefront Lofts, LLC a distance of 10.79 feet to the northwesterly corner of said Lakefront Lofts, LLC; thence S. 27° 59' 20" E. along the westerly line of said Lakefront Lofts, LLC a distance of 220.09 feet to a point; thence southwesterly on a curve to the left having a radius of 422.80 feet an arc distance of 65.66 feet to a point of tangency; thence S. 62° 00' 40" W. along the northerly line of lands now or formerly owned by Dupli Associates, LLC a distance of 112.73 feet to a point; thence S. 81° 09' 10" W. continuing along the northerly line of said Dupli Associates, LLC a distance of 76.21 feet to its intersection with the easterly road boundary of said Solar Street; thence N. 27° 59' 20" W. along the easterly road boundary of said Solar Street a distance of 334.35 feet to the point of beginning.

Containing 91,859 square feet of land, or 2.109 acres of land, more or less.

**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 First Amendment to Project Agreement, the Dupli Building 2 Project Agreement, the First Amendment to Company Lease, the Dupli Building 2 Company Lease, the First Amendment to Agency Lease, the Dupli Building 2 Agency Lease, the Mortgage, the First Amendment to PILOT Agreement, the Dupli Building 2 PILOT Agreement and any other document now or hereafter executed by the Agency (collectively, the "**Agency Documents**") with respect to a project (the "**Building 2 Project**") undertaken at the request of **DUPLI ASSOCIATES LLC** ("**Dupli**") and **156 SOLAR STREET LLC** ("**156 Solar**" and together with Dupli, collectively, the "**Company**") consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended lease agreement and the acquisition of an interest in the Equipment pursuant to one or more bill(s) of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to an amended sublease agreement.

Capitalized terms used herein which are not otherwise defined herein and which are defined in the Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020 (the "**Dupli Building 2 Agency Lease**"), by and among the Agency and the Company, and shall have the meanings ascribed to such terms in the Dupli Building 2 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.

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development [Syracuse Consolidated Plan](http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf)
http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

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, renovation, equipping and completion of the Building 2 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 February 18, 2020 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 March 17, 2020, 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 March 4, 2020.

9. That a resolution classifying a certain project as a as a Type 1 Action pursuant to SEQRA and declaring the intent of the Agency to be lead agency for purposes of an coordinated review thereunder and determining that the Project will not have a significant effect on the environment (the “**SEQRA Lead Agency Resolution**”) was adopted by the Agency on March 17, 2020 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the SEQRA Lead Resolution is attached hereto at **Exhibit “F.”**

10. That a resolution determining that the undertaking of a certain project at the request of the Company will not have a significant effect on the environment (the “**SEQRA Resolution**”) was adopted by the Agency on April 21, 2020 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the SEQRA Resolution is attached hereto at **Exhibit “G.”**

11. On April 21, 2020, the Agency adopted a resolution, amending a certain Inducement Resolution previously adopted by the Agency on May 16, 2017, approving the undertaking of the acquisition, reconstruction, renovation, equipping and completion of the Project, appointing the Company as agent of the Agency for the purpose of the acquisition, reconstruction, renovation, equipping and completion of the Project, and authorizing the execution and delivery of an agreement between the Agency and the Company (the “**Amended Inducement Resolution**”) which remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Amended Inducement Resolution is attached hereto at **Exhibit “H.”**

12. On April 21, 2020, the Agency adopted a resolution, amending a certain PILOT Resolution previously adopted by the Agency on May 16, 2017, 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 “*Amended PILOT Resolution*”), which remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Amended PILOT Resolution is attached hereto to **Exhibit “I”**.

13. On April 21, 2020, the Agency adopted a resolution, amending a certain PILOT Resolution previously adopted by the Agency on May 16, 2017, authorizing the execution and delivery of certain documents by the Agency in connection with the Project (the “*Amended Final Approving Resolution*”), which remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Amended Final Approving Resolution is attached hereto at **Exhibit “J”**.

14. That a resolution authorizing the addition of a project owner or operator, amendments to certain transactional documents and the execution and delivery thereof was adopted by the Agency on October 20, 2020 (the “*Approving Resolution*”) and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Approving Resolution is attached hereto at **Exhibit “K”**.

15. 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.

16. 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.

17. 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.

18. 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 Amended Inducement Resolution, the Amended PILOT Resolution, the Amended Final Approving Resolution, the Approving Resolution, the First Amendment to Project Agreement, the Dupli Building 2 Project Agreement, the First Amendment to Company Lease, the Dupli Building 2 Company Lease, the First Amendment to Agency Lease, the Dupli Building 2 Agency Lease, the First Amendment to PILOT Agreement, the Dupli Building 2 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.

19. December 17, 2020 has been duly designated as the date for the Closing.

20. 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.

21. In accordance with the Act, the Agency has determined:

(a) to assist the Company's acquisition, construction, renovation, equipping and completion of the Project Facility;

(b) to grant the Financial Assistance to the Company;

(c) to designate 156 Solar as the Agency's agent for the acquisition, construction, renovation, equipping and completion of the Project Facility and to authorize 156 Solar to appoint additional agents;

(d) that the Project will promote employment opportunities and prevent economic deterioration in the City by the preservation and/or the creation of both full and part-time jobs; and

(e) to pledge its interest in the Company Lease and the Dupli Building 2 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.

22. 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.

23. That I did officially cause the following Agency Documents to be executed in the name of the Agency by the signing of each of the following Agency Documents with the signature of the Judith DeLaney, Executive Director of the Agency:

(a) a First Amendment to Project Agreement between the Agency and the Company, dated as of December 1, 2020, by and between the Agency and Dupli, amending that certain project agreement dated as of July 1, 2017 by and between the Agency and Dupli;

(b) the Dupli Building 2 Project Agreement, dated as of December 1, 2020, by and among the Agency, Dupli and 156 Solar;

(c) the First Amendment to Company Lease, dated as of December 1, 2020, by and between the Agency and Dupli, amending that certain company lease agreement dated as of July 1, 2017, by and between the Agency and Dupli;

(d) the Dupli Building 2 Company Lease, dated as of December 1, 2020, by and among the Agency, Dupli and 156 Solar pursuant to which the Company agrees to lease, or continue to lease, the Land and the Facility to the Agency;

(e) the First Amendment to Agency Lease, dated as of December 1, 2020, by and between the Agency and Dupli, amending that certain agency lease agreement dated as of July 1, 2017, by and among the Agency and Dupli;

(f) the Dupli Building 2 Agency Lease, dated as of December 1, 2020, by and among the Agency, Dupli and 156 Solar pursuant to which the Agency agrees to sublease, or continue to sublease, the Project Facility to the Company;

(g) the Mortgage(s) pursuant to which the Mortgagee has been granted a security interest in the Project Facility;

(h) the First Amendment to PILOT Agreement, dated as of December 1, 2020, by and among the Agency and Dupli, amending that certain payment in lieu of taxes agreement dated as of July 1, 2017, by and among the Agency and Dupli; and

(i) the Dupli Building 2 PILOT Agreement, dated as of December 1, 2020 by and among the Agency, Dupli and 156 Solar.

24. 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.

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WITNESS, as of the 1st day of December, 2020.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

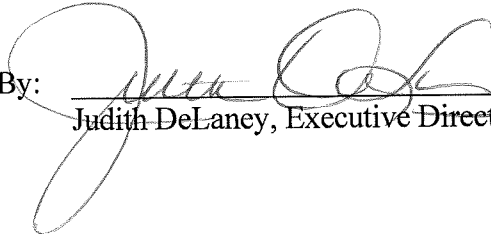
By:  _____
Judith DeLaney, Executive Director

EXHIBIT "A"

**CHAPTER 641 OF THE LAWS OF 1979
OF THE STATE OF NEW YORK**

LAWS OF NEW YORK, 1979

CHAPTER 641

AN ACT to amend the general municipal law, in relation to creating and establishing for the city of Syracuse industrial development agency and, providing for its functions and duties

Became a law July 11, 1979, with the approval of the Governor. Passed on Home Rule request pursuant to Article IX, section 2 (b) (2) of the Constitution, by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The general municipal law is amended by adding a new section nine hundred twenty-six to read as follows:

§ 926. *City of Syracuse industrial development agency. (a) For the benefit of the city of Syracuse and the inhabitants thereof, an industrial development agency, to be known as the CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, is hereby established for the accomplishment of any or all of the purposes specified in title one of article eighteen-A of this chapter. It shall constitute a body corporate and politic, and be perpetual in duration. It shall consist of five members who shall be appointed by the mayor of the city of Syracuse and its chairman shall be designated by such mayor. It shall have the powers and duties now or hereafter conferred by title one of article eighteen-A of this chapter upon industrial development agencies. It shall organize in a manner prescribed by and be subject to the provisions of title one of article eighteen-A of this chapter. The agency, its members, officers and employees, and its operations and activities shall in all respects be governed by the provisions of title one of article eighteen-A of this chapter.*

(b) The city shall have the power to make, or contract to make grants or loans, including but not limited to grants or loans of money, to the agency in such amounts, upon such terms and conditions and for such period or periods of time as in the judgment of the city and the agency are necessary or appropriate for the accomplishment of any of the purposes of the agency.

§ 2. This act shall take effect immediately.

EXHIBIT "B"

**AGENCY'S CERTIFICATE OF ESTABLISHMENT
AND
CERTIFICATES OF APPOINTMENT OF CURRENT MEMBERS**

CERTIFICATE OF THE CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law, Lee Alexander, Mayor of the City of Syracuse, certifies as follows:

1) The name of the industrial development agency herein is the City of Syracuse Industrial Development Agency.

2) Chapter 641 of the Laws of 1979, the special act of the New York State Legislature establishing the City of Syracuse Industrial Development Agency, was adopted by the New York State Legislature on June 16, 1979 and signed by the Governor on July 18, 1979.

3) The names of the Chairman and the Members, respectively, of the City of Syracuse Industrial Development Agency and their terms of office are as follows:

(a)	Frank L. Canino	Chairman
	David M. Garber	Member
	David S. Michel	Member
	Erwin G. Schultz	Member
	Irwin L. Davis	Member

(b) The term of office of the Chairman and of the Members of the City of Syracuse Industrial Development Agency is at the pleasure of the Mayor and continues until a successor is appointed and has qualified.

4) The facts establishing the need for the creation of a City of Syracuse Industrial Development Agency are as follows:

Expansion of its industrial-commercial base is essential to the City of Syracuse, especially in a time of mounting economic pressures. To achieve this goal of expansion, the City has designed a comprehensive economic development program, requiring an Industrial Development Agency.

The existing potential for economic development will be augmented by the financial incentives of an Industrial Development Agency. Various City agencies and departments, such as the Department of Community Development and the Office of Federal and State Aid Coordination will interface with the Syracuse Industrial Development Agency to strengthen the business and industrial climate of the community.

Access to the Department of Community Development will make available to the Syracuse Industrial Development Agency an array of staff assistance, technical expertise, and various other development services. The City's Office of Federal and State Aid Coordination will provide assistance to it in locating, analyzing, and obtaining various forms of federal and state assistance and participation.

STATE OF NEW YORK
DEPARTMENT OF STATE

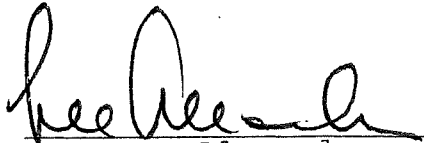
FILED JUL 20 1979

Carl A. 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.syr.gov.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

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



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

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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.syr.gov.net

Ben Walsh
Mayor

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
February 25, 2020.



Brendan C. Hughes
Executive Deputy Secretary of State





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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Ben Walsh

Mayor

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

EXHIBIT “C”

AGENCY’S BY-LAWS

**BY-LAWS OF
THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
(as amended August 18, 2009)**

Article I

THE AGENCY

Section 1. Name

The name of the agency shall be "City of Syracuse Industrial Development Agency", and it shall be referred to in these by-laws as the Agency.

Section 2. Seal

The seal of the Agency shall be in such form as may be determined by the members of the Agency.

Section 3. Office

The principal office of the Agency shall be located in the City of Syracuse, New York, County of Onondaga, and State of New York. The Agency may have such other offices at such other places as the members of the Agency may, from time to time, designate by resolution.

Article II

MEMBERS

Section 1. Members

(a) There shall be five members of the Agency. All references in these by-laws to members shall be references to Members of the Agency. The persons designated in the certificates of appointment filed in the office of the Secretary of State as members of the Agency and their successors in office and such other persons as may, from time to time, be appointed as

Members of the Agency by the Mayor of the City of Syracuse, or by special act of the Legislature, shall constitute all the members.

(b) Members shall hold office at the pleasure of the Mayor and shall continue to hold office until his or her successor is appointed and has qualified. The Mayor may remove any Member at his discretion, with or without cause.

(c) Upon the resignation or removal of a Member, a successor shall be selected by the Mayor.

(d) Members may resign at any time by giving written notice to the Mayor and to the Chairman of the Agency. Unless otherwise specified in the notice the resignation shall take effect upon receipt of the notice by the Chairman or the Mayor. Acceptance of the resignation shall not be necessary to make it effective.

Section 2. Meeting of the Members

(a) The Annual Meeting of the members shall be held on such date or dates as shall be fixed, from time to time, by the Members of the Agency. The first Annual Meeting of Members shall be held on a date within twelve (12) months after the filing of the Certificate of the Agency with the Secretary of State as required by General Municipal Law §856 (l) (a). Each successive Annual Meeting of Members shall be held on a date not more than twelve (12) months following the preceding Annual Meeting of Members.

(b) Regular meetings of the Agency may be held at such time and place as, from time to time, may be determined by the Members.

(c) Upon the written request of the Mayor, the Chairman or two (2) Members of the Agency, the Chairman of the Agency shall call a special meeting of the Members. Special meetings may be held on such date or dates as may be fixed in the call for such special meetings.

The call for a special meeting may be personally delivered to each Member of the Agency or may be mailed to the business or home address of such Member. A waiver of notice may be signed by any Member failing to receive a proper notice.

Section 3. Procedure at Meetings of Members

(a) The Chairman shall preside over the meetings of the Agency. In the absence of the Chairman, the Vice-Chairman shall preside. In the absence of both the Chairman and Vice-Chairman, any Member directed by the Chairman may preside.

(b) At all meetings of Members, a majority of the Members of the Agency shall constitute a quorum for the purpose of transacting business. If less than a quorum is present for any meeting, the Members then present may adjourn the meeting to such other time or until a quorum is present. Except to the extent provided for by law, all actions shall be by a majority of the votes cast, provided that the majority of the votes cast shall be at least equal to a quorum.

(c) When determined by the Agency that a matter pending before it is confidential in nature, it may, upon motion, establish an executive session and exclude any non-member from such session.

(d) Order of business

At all meetings of the Agency, the following shall be the order of business:

- (1) Roll Call;
- (2) Proof of Notice of Meeting;
- (3) Reading and approval of the minutes of the previous meeting;
- (4) bills and communications;
- (5) Report of the Treasurer;
- (6) Reports of Committees;

- (7) Unfinished business;
- (8) New business;
- (9) Adjournment.

The order of business may be altered or suspended at any meeting by the Members of the Agency.

(e) All resolutions shall be in writing and shall be recorded in the journal of the proceedings of the Agency.

Article III

OFFICERS AND PERSONNEL

Section 1. Officers

The officers of the Agency shall be Chairman or Co-Chairman, Vice-Chairman, Secretary and Treasurer and such other offices as may be prescribed, from time to time, by the Agency. The Chairman or Co-Chairman and other officers shall be appointed by the Mayor of the City of Syracuse and may be removed with or without cause at his discretion. Each officer shall be a Member of the Agency during his or her term of office.

Section 2. Chairman or Co-Chairmen

The Chairman shall be chief executive officer of the Agency, and shall serve as an ex officio member of all duly constituted committees, shall supervise the general management and the affairs of the Agency, and shall carry out the orders and resolutions of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman shall execute (manually and by facsimile signature) all agreements, contracts, deeds, bonds, notes or other evidence of indebtedness and any other instruments of the Agency on behalf of the Agency. The Mayor may from time to time appoint two Co-Chairmen in place of the Chairman. During their term of office the Co-

Chairmen shall share equally the duties, rights, powers and responsibilities of the Chairman. The action of either Co-Chairman or execution (manually or by facsimile signature) by either Co-Chairman of any agreement, contract, deed, bond, note or other evidence of indebtedness or any other instrument of the Agency on behalf of the Agency shall have the same force and effect as such action or execution by the Chairman.

Section 3. Vice-Chairman

The Vice-Chairman shall have all the powers and functions of the Chairman or Co-Chairmen in the absence or disability of the Chairman or Co-Chairmen, as the case may be. The Vice-Chairman shall perform such other duties as the Members of the Agency shall prescribe or as delegated by the Chairman or Co-Chairmen.

Section 4. Secretary

The Secretary shall keep the minutes of the Agency, shall have the custody of the seal of the Agency and shall affix and attest the same to documents when duly authorized by the Agency, shall attest to the giving or serving of all notices of the Agency, shall have charge of such books and papers as the Members of the Agency may order, shall attest to such correspondence as may be assigned, and shall perform all the duties incidental to his office.

Section 5. Treasurer

The Treasurer shall have the care and custody of all the funds and securities of the Agency, shall deposit such funds in the name of the Agency, in such bank or trust company as the members of the Agency may elect, shall sign such instrument as may require the Treasurer's signature, but only with the approval of the Chairman or Co-Chairman, as the case may be, shall at all reasonable times exhibit the books and accounts of the Agency to the Mayor or any Member of

the Agency, and at the end of each fiscal year shall present an annual report setting forth in full the financial condition of the Agency.

Section 6. Additional Personnel

The Agency, with the consent of the Mayor, may appoint an Administrative or Executive Director to supervise the administration of the business and affairs of the Agency, subject to the direction of the Agency. The Agency may, from time to time, employ such other personnel as it deems necessary to execute its powers, duties and functions as prescribed by the New York State Industrial Development Agency Act (General Municipal Law, Article 18-A), as amended, and all other laws of the State of New York applicable thereto.

Section 7. Compensation of Chairman, Co-Chairmen, Members, Officers, and Other Personnel

The Chairman, Co-Chairmen, Members and Officers shall receive no compensation for their services but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of their duties. The compensation of other personnel, including the Administrative Director, shall be determined by the Members of the Agency.

Article IV

AMENDMENTS

Section 1. Amendments to By-Laws

These by-laws may be amended or revised, from time to time, by a two-third (2/3) vote of the Agency, but no such amendment or revision shall be adopted unless written notice of the proposed action shall have been given by mail to each Member and the Mayor at least ten (10) days prior to the date of the meeting at which it is proposed that such action be taken; provided, however,

that this provision and other provisions relating to the appointment, renewal and terms of office of Members and officers may be amended only with the prior written approval of the Mayor.

Article V

MISCELLANEOUS

Section 1. Sureties and Bonds

In case the Agency shall so require, any officer, employee or agent of the Agency shall execute to the Agency a bond in such sum and with such surety or sureties as the Agency may direct, conditioned upon the faithful performance of his or her duties to the Agency and including responsibility for negligence and for the accounting for all property, funds or securities of the Agency which may come into the hands of the officer, employee or agent.

Section 2. Indemnification

(a) Upon compliance by a Member or Officer of the Agency (including a former Member or Officer, the estate of a Member or Officer or a judicially appointed personal representative thereof) (referred to in this Section 2 collectively as "Member") with the provisions of subdivision (i) of this Section 2, the Agency shall provide for the defense of the Member in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the Member was acting within the scope of the public employment or duties of such Member. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or at the behest of the Agency.

(b) Subject to the conditions set forth in paragraph (a) of this subdivision, the Member shall be entitled to be represented by private counsel of the Member's choice in any civil action or proceeding whenever the chief legal officer of the Agency or other counsel designated by the

Agency determines that a conflict of interest exists, or whenever a court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the Member is entitled to be represented by counsel of the Member's choice, provided, however, that the chief legal officer or other counsel designated by the Agency may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such Members be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the Agency to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of a majority of the Members of the Agency eligible to vote thereon.

(c) Any dispute with respect to representation of multiple Members by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the court upon motion or by way of a special proceeding.

(d) Where the Member delivers process and a written request for a defense to the Agency under subdivision (i) of this Section 2, the Agency shall take the necessary steps on behalf of the Member to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

(e) The Agency shall indemnify and save harmless its Members in the amount of any judgment obtained against such Members in a State or Federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the Member was acting within the scope of the Member's public employment or duties; provided further that in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by a majority of the Members of the Agency eligible to vote thereon.

(f) Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this Section 2 shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the Member seeking indemnification.

(g) Nothing in this subdivision shall authorize the Agency to indemnify or save harmless any Member with respect to punitive or exemplary damages, fines or penalties; provided, however, that the Agency shall indemnify and save harmless its Members in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that the Member, acting within the scope of the Member's public employment or duties, has, without willfulness or intent on the Member's part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of the State or of the United States.

(h) Upon entry of a final judgment against the Member, or upon the settlement of the claim, the Member shall serve a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the Chairman and the chief administrative officer of the Agency; and if not inconsistent with the provisions of this Section 2, the amount of such judgment or settlement shall be paid by the Agency.

(i) The duty to defend or indemnify and save harmless prescribed by this Section 2 shall be conditioned upon: (i) delivery by the Member to the Chairman of the Agency and the chief legal officer of the Agency or to its chief administrative officer of a written request to provide for such Member's defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten (10) days after the Member is served with such document, and (ii) the full cooperation of the Member in the defense of such action or

proceeding and in defense of any action or proceeding against the Agency based upon the same act or omission, and in the prosecution of any appeal.

(j) The benefits of this Section shall inure only to Members as defined in subdivision (a) of this Section 2 and shall not enlarge or diminish the rights of any other party.

(k) This Section 2 shall not in any way affect the obligation of any claimant to give notice to the Agency under Section 10 of the Court of Claims Act, Section 880 of the General Municipal Law, or any other provision of law.

(l) The Agency is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of the State, or authorized by law to transact business in the State, against any liability imposed by the provisions of this Section 2, or to act as a self-insurer with respect thereto. The provisions of this Section 2 shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

(m) All payments made under the terms of this Section 2, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

(n) Except as otherwise specifically provided in this Section 2, the provisions of this Section 2 shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any Member of the Agency by, in accordance with, or by reason of, any other provision of State or Federal statutory or common law. The benefits under this Section 2 shall supplement, and be available in addition to, defense or indemnification protection conferred by any law or enactment. This Section 2 is intended to confer upon Members of the Agency all of the benefits of Section 18 of the Public Officers Law

and to impose upon the Agency liability for costs incurred under the provisions hereof and thereof.

Section 3. Fiscal Year

The fiscal year of the Agency shall be fixed by the Members, subject to the applicable law.

Section 4. Powers of the Agency

The Agency shall have all the powers of an Industrial Development Agency authorized by Article 18-A of the General Municipal Law and shall have the power to do all things necessary or convenient to carry out its purposes and exercise the powers authorized herein.

EXHIBIT “D”

PUBLIC HEARING RESOLUTION

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on February 18, 2020, at 8:00 o'clock a.m. in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chairperson and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Rickey T. Brown, Kenneth Kinsey

EXCUSED: Steven Thompson, Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Judith DeLaney, Susan Katzoff, Esq., John Vavonese, Debra Ramsey-Burns; Others Present: Aggie Lane, Timothy Lynn, Esq., Joe Gehm, Ted Trespaz, Esq, Rich Engel, Esq., Donna Harris, Tom IDizzo, Mitch Lattimer; Media: Rick Moriarty

The following resolution was offered by Rickey T. Brown and seconded by Kenneth Kinsey:

RESOLUTION DETERMINING THAT THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A MIXED-USE 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, at the request of Dupli Associates, LLC (the "**Company**"), by resolution dated May 16, 2017 (the "**Inducement Resolution**") the Agency agreed to undertake a project

(the “**Original Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“**Building 1**”); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“**Building 2**”), each in the City of Syracuse, New York (the “**City**”) (the foregoing collectively referred to as the “**Property**”); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the “**Facility**”); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the “**Original Equipment**” and together with the Property and the Facility, the “**Original Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Original Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Property and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in or about July, 2017, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Project and the conference of the approved Financial Assistance (the “**Lease Transaction**”); and

WHEREAS, by supplemental application dated February 4, 2020 (the “**Application**”), the Company requested the Agency revise the Project to be undertaken in two phases (the “**Project**”) as follows: (A)(i) the continuation of an interest in two parcels of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by Building 1 (bearing tax parcel identification number 118.-06-08.0); and 156 Solar Street and Division Street W. improved by Building 2 (bearing tax parcel identification number 118.-06-01.0), each in the City (the foregoing collectively referred to as the “**Land**”); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the “**AMI**”); and approximately 3,500 sq.ft. of retail space; and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the “**Facilities**”); (iii) (iv) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facilities, the

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

"**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Facilities by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Company further requested approval of the transfer of some or all of the membership interests in the Company to FS Development Associates LLC whose members are Mark Lane, Joseph Gehm and Timothy Lynn; 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, 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	
Rickey T. Brown	X	
Kenneth Kinsey	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 February 18, 2020, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 4/23/2020.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT “E”

**NOTICE OF PUBLIC HEARING WITH EVIDENCE OF PUBLICATION AND COPIES
OF LETTERS TO AFFECTED TAX JURISDICTIONS PURSUANT TO SECTIONS
859-a OF THE ACT**

NOTICE OF PUBLIC HEARING

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 220.1 issued on March 12, 2020 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 21st day of April, 2020, 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://bit.ly/syrsida-04082020>, or by accessing the link on the Agency's website, using meeting number 713 934 932 and password SIDA *or* via telephone at (408) 418-9388, access code: 713 934 932.

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 APRIL 17, 2020.** The Public may also submit comments electronically to business@syrgov.net to be **received on or before April 17, 2020.** **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.

The following project is the subject of this public hearing:

Dupli Associates, LLC, or an entity to be formed (the "Company"), requested the Agency undertake a project (the "Project") consisting of: (A)(i) the continuation of an interest in two parcels of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximately 149,000 sq.ft. building ("Building 1") (bearing tax parcel identification number 118.-06-08.0); and 156 Solar Street and Division Street W. improved by an approximately 62,800 sq.ft. building ("Building 2") (bearing tax parcel identification number 118.-06-01.0), each in the City (the foregoing collectively referred to as the "Land"); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City (the "AMI"); and approximately 3,500 sq.ft. of retail space; and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "Facilities"); (iii) (iv) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facilities, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law)

(collectively the "Financial Assistance"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Facilities 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.

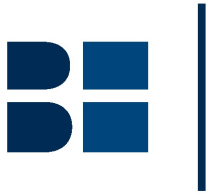
The Company shall be the initial owner or operator of the Project Facility.

The Agency will at the above-stated time 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 on the Agency's Website.

Dated: April 8, 2020

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

April 10, 2020

VIA EMAIL¹

Mayor@SyrGov.net

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*”)
Dupli Associates, LLC (the “*Company*”)
Dupli Associates, LLC Project

Dear Mayor and County Executive:

Enclosed herewith please find a Notice of Public Hearing in relation to the above-referenced project. The proposed project (the “*Project*”) consists of: (A)(i) the continuation of an interest in two parcels of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximately 149,000 sq.ft. building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0); and 156 Solar Street and Division Street W. improved by an approximately 62,800 sq.ft. building (“*Building 2*”) (bearing tax parcel identification number 118.-06-01.0), each in the City (the foregoing collectively referred to as the “*Land*”); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing

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 McMahan, II
April 10, 2020
Page 2

approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City (the "*AMI*"); and approximately 3,500 sq.ft. of retail space; and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "*Facilities*"); (iii) (iv) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "*Equipment*" and together with the Land and the Facilities, the "*Project Facility*"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "*Financial Assistance*"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Facilities 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 **April 21, 2020 at 8:00 a.m.** in the manner outlined in the enclosed Public Hearing Notice.

Very truly yours,

/s/ Susan R. Katzoff

Susan R. Katzoff

SRK/llm
Enclosure

cc: Judy DeLaney, City of Syracuse Industrial Development Agency, via email
(w/Enclosure)

The Post-Standard

LEGAL AFFIDAVIT

BOUSQUET HOLSTEIN PLLC
KAREN KELLER
110 W FAYETTE ST STE 1000
SYRACUSE NY 13202

NAME: BOUSQUET HOLSTEIN PLLC

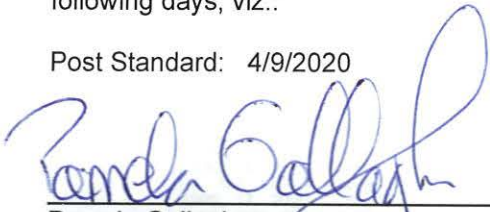
Sales Rep: Pamela Gallagher

Account Number: 12145
INV#: 0009575020

Date	Position	Description	PO #	Ad Size
4/9/2020	Other Legals NY	NOTICE OF PUBLIC HEARING	matter # C2147L.00039	1 x 263 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.:

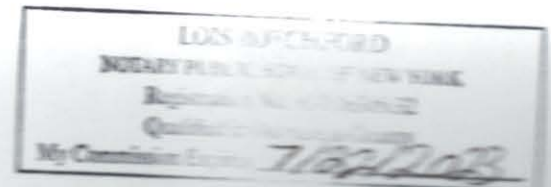
Post Standard: 4/9/2020



Pamela Gallagher
Principal Clerk
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me on April 9, 2020.



NOTARY PUBLIC



FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

NOTICE OF PUBLIC HEARING 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 220.1 issued on March 12, 2020 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 21st day of April, 2020, 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://bit.ly/syrsida-04082020>, or by accessing the link on the Agency's website, using meeting number 713 934 932 and password SIDA or via telephone at (408) 418-9388, access code: 713 934 932. 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 APRIL 17, 2020. The Public may also submit comments electronically to business@syrgov.n et to be received on or before April 17, 2020. 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. The following project is the subject of this public hearing: Dupli Associates, LLC, or an entity to be formed (the "Company"), requested the Agency undertake a project (the "Project") consisting of: (A)(i) the continuation of an interest in two parcels of improved real property located at 600 Franklin Street N, to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximately 149,000

sq.ft. building ("Building 1") (bearing tax parcel identification number 118.-06-08.0); and 156 Solar Street and Division Street W. improved by an approximately 62,800 sq.ft. building ("Building 2") (bearing tax parcel identification number 118.-06-01.0), each in the City (the foregoing collectively referred to as the "Land"); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City (the "AMI"); and approximately 3,500 sq.ft. of retail space; and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "Facilities"); (iii) (iv) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facilities, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "Financial Assistance"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease

of the Land and Facilities 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 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 on the Agency's Website. Dated: April 8, 2020 CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

EXHIBIT “F”

SEQRA LEAD AGENCY RESOLUTION

SEQRA LEAD AGENCY RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on March 17, 2020 at 8:15 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York. Due to the declaration of a public health emergency and the social distancing requirements imposed at the Federal, State and local level, this meeting was held by telephone conference with live streaming available to the public.

The meeting was called to order by the Chair and upon roll being called, the following members of the Agency were:

PRESENT: Kathleen Murphy, Steven Thompson

PRESENT VIA TELECONFERENCE: Kenneth Kinsey, Rickey T. Brown, Dirk Sonneborn (in accordance with the Governor's Executive Order 202.1).

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Judith DeLaney, Susan Katzoff, Esq., John Vavonese, Lori McRobbie

The following resolution was offered by Steven Thompson and seconded by Kenneth Kinsey:

RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION AND DECLARING THE INTENT OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY TO BE LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

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, construction, renovation, reconstruction and equipping of one or more "projects" (as defined in the Act); and

WHEREAS, by application dated February 4, 2020 (the "**Application**"), Dupli Associates, LLC (the "**Company**") requested the Agency undertake a project to be in two phases

(the "**Project**") as follows: (A)(i) the continuation of an interest in two parcels of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximately 149,000 sq.ft. building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0); and 156 Solar Street and Division Street W. improved by an approximately 62,800 sq.ft. building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), each in the City of Syracuse (the foregoing collectively referred to as the "**Land**"); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units; and approximately 3,500 sq.ft. of retail space; and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "**Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facilities 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 whether the "action" (as said quoted term is defined in SEQRA) to be taken by the Agency may have a "significant impact on the environment" (as said quoted term is utilized in SEQRA) and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

WHEREAS, to aid the Agency in determining whether undertaking the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the "**EAF**") with respect to the Project, a copy of which is attached here as **Exhibit A**, with a copy of the EAF on file at the office of the Agency; and

WHEREAS, the Agency has examined the EAF in order to classify the Project; and

WHEREAS, the Agency has not approved the Project or the grant of Financial Assistance to the Project; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon an internal review of the EAF prepared by the Company and the criteria contained in 6 NYCRR §617.4 the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(A) The Project consists of the components described above in the third WHEREAS clause of this resolution; and

(B) The Project constitutes a “Type I Action” (as said quoted term is defined in SEQRA); and

(C) As a consequence of the foregoing, the Agency hereby declares its intent to act as Lead Agency (as said term is defined in SEQRA) with respect to a coordinated review of the Project pursuant to SEQRA; and

(D) The Agency’s counsel shall arrange for distribution of its notice of intent to be “Lead Agency” and is hereby authorized to take such actions as are necessary and appropriate to assist the Agency in fulfilling the requirements under SEQRA for the Project and to work with the Company in connection therewith.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) This Resolution shall take effect immediately. The Secretary and/or Executive Director of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Ricky 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 March 17, 2020, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 4/23/2020.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E35E032BE24D9...
Rickey T. Brown, Secretary

(S E A L)

EXHIBIT A

ENVIRONMENTAL ASSESSMENT FORM

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Dupli Park Drive Project		
Project Location (describe, and attach a general location map): 1 Dupli Park; tax map parcels 311500 118.06-08.0 and 118.-06-01.0. See attached Tax Map detail - Exhibit A		
Brief Description of Proposed Action (include purpose or need): See Attached Project Description - Exhibit B		
Name of Applicant/Sponsor: Dupli Associates LLC		Telephone: 3154379913 E-Mail: jkmattii@duplionline.com
Address: 6761 Thompson Road		
City/PO: Syracuse	State: NY	Zip Code: 13211
Project Contact (if not same as sponsor; give name and title/role): J. Kemper Matt, Jr.		Telephone: same as above E-Mail: same as above
Address: same as above		
City/PO: same as above	State: NY	Zip Code: 13211
Property Owner (if not same as sponsor): Same as Sponsor		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City of Syracuse - MS4 Stormwater discharge review	Projected 2020
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CFA Grant Application -ESDC Part II - SHPO	Projected 2020
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources. <ul style="list-style-type: none"> i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 		

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
 T5-2 _____

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Syracuse City Schools

b. What police or other public protection forces serve the project site?
Syracuse City Police

c. Which fire protection and emergency medical services serve the project site?
Syracuse City

d. What parks serve the project site?
Franklin Square Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? See attached Exhibit B Project details

b. a. Total acreage of the site of the proposed action? _____ 2.98 acres
 b. Total acreage to be physically disturbed? _____ 0 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 2.98 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ months
 ii. If Yes:
 • Total number of phases anticipated _____ 3
 • Anticipated commencement date of phase 1 (including demolition) _____ 06 month _____ 2020 year
 • Anticipated completion date of final phase _____ 12 month _____ 2022 year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: Construction financing must be completed on each phase prior to the commencement of the ensuing phase.

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	0	0	0	
At completion of all phases				59 residential apartments

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: _____ 3,000 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: OCWA
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ 1,180 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: Onondaga County Sanitation
- Name of district: CSW15- Onondaga County
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

Yes No
 Yes No

• Do existing sewer lines serve the project site?
 • Will a line extension within an existing district be necessary to serve the project?
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

• Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

- i. Estimate methane generation in tons/year (metric): _____
- ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

- i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.
- ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____
- iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____
- iv. Does the proposed action include any shared use parking? Yes No
- v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____
- vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No
- vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No
- viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

- i. Estimate annual electricity demand during operation of the proposed action: 700,000 kWh per year
- ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): Grid/Local Utility
- iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 8 am - 6 pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: 24 hours
- Saturday: 24 hours
- Sunday: 24 hours
- Holidays: 24 hours

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes: i. Provide details including sources, time of day and duration: _____ _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe: _____ _____	
n. Will the proposed action have outdoor lighting?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____ _____	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe: _____ _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____ _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: i. Describe proposed treatment(s): _____ _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices?	<input type="checkbox"/> Yes <input type="checkbox"/> No
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:
There is no hazardous waste at the site

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			0
• Forested			0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			0
• Agricultural (includes active orchards, field, greenhouse etc.)			0
• Surface water features (lakes, ponds, streams, rivers, etc.)			0
• Wetlands (freshwater or tidal)			0
• Non-vegetated (bare rock, earth or fill)			0
• Other Describe: _____			0

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ iii. Describe any development constraints due to the prior solid waste activities: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No						
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;"><input type="checkbox"/> Yes – Spills Incidents database</td> <td>Provide DEC ID number(s): _____</td> </tr> <tr> <td><input type="checkbox"/> Yes – Environmental Site Remediation database</td> <td>Provide DEC ID number(s): _____</td> </tr> <tr> <td><input type="checkbox"/> Neither database</td> <td></td> </tr> </table> ii. If site has been subject of RCRA corrective activities, describe control measures: _____	<input type="checkbox"/> Yes – Spills Incidents database	Provide DEC ID number(s): _____	<input type="checkbox"/> Yes – Environmental Site Remediation database	Provide DEC ID number(s): _____	<input type="checkbox"/> Neither database		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes – Spills Incidents database	Provide DEC ID number(s): _____						
<input type="checkbox"/> Yes – Environmental Site Remediation database	Provide DEC ID number(s): _____						
<input type="checkbox"/> Neither database							
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): 734060, V00588, C734089, 88, 88A, C734143 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: Urban city acquainted wildlife _____ _____ _____	
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. Describe the habitat/community (composition, function, and basis for designation): _____ _____	
ii. Source(s) of description or evaluation: _____	
iii. Extent of community/habitat:	
<ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District ii. Name: <u>Dupli Building and Amphion Piano Player Company Building</u> iii. Brief description of attributes on which listing is based: <u>historic buildings</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

PRINT FORM

II. PROJECT INFORMATION

C. Description of Project

Phase 1

The original project description submitted to and approved by the Agency was as follows:

Our goal is to bring back to life a building that has been tremendously underutilized for the last 30 years. As a production facility much of the beauty of the building has been covered up. Our goal is to restore the historic beauty and create a vibrant, active environment. To do this, we have under contract the adjacent property at a very inflated price. Unfortunately the acquisition of this property is necessary to obtain parking that will enable us to activate the building.

This specific project entails the acquisition of the adjacent property and the construction of two areas of our building. 1) 15,000 feet of our warehouse that will be converted into a climbing gym. 2) 6,000 feet of the northwest corner of the building that will become a restaurant. Both uses will cater to the younger, active community that is growing in Franklin Square.

Upon completion of these two projects we will continue to develop roughly another 50,000 square feet of space left in the building.

Of this original project description, the first phase of the climbing gym has been completed. The Central Rock Gym occupies approximately 16,000 square feet in the Merrell Soule Building.¹

The completed portion of the original application is referred to herein as Phase 1. The costs of Phase 1 are as follows:

Description of Cost Type	Phase 1 Costs (original)	Phase 1 Costs (actual)
Land Acquisition	2,000,000	2,000,000
Site Work/Demo	600,000	
Building Construction & Renovation	962,000	700,000
Furniture & Fixtures		
Equipment		
Engineering/Architect Fees		
Financial Charges		
Legal Fees		
Other		
Management/Developer Fee		
Total	3,562,000	2,700,000

¹ It has been a very successful startup operation, with strong membership and acting as a tourist draw. The success is evidenced by the desire to expand. As part of this Amended Application, as part of Phase 2, Central Rock Gym is expanding by approximately 7,000 square feet, adding additional climbing walls and studio space for yoga and classes. Completed, Central Rock Gym will cement its position as the region's premier climbing gym.

Phase 2

Phase 2 consists of a full certified historic rehabilitation of the Merrell Soule Nonesuch Mincemeat Company Building (a/k/a the Dupli Building). The rehabilitation will be certified by the New York State Historic Preservation Office and National Park Service.

Merrell Soule is an approximately 160,000 sf historic building located in Franklin Square (in fact, the building faces Franklin Park). It is currently underutilized with only approximately 50,000 sf occupied. The building is mostly vacant and is in a mostly unfinished condition. In Phase 2, Applicant will invest almost \$9 million in a complete interior and exterior rehabilitation, all in compliance with New York State and National Park Service standards for rehabilitation of historic buildings. Applicant estimates the costs as follows:

Description of Cost Type	Phase 2 Costs - Merrell Soule Rehabilitation
Land Acquisition	-
Site Work/Demo	550,000
Building Construction & Renovation	5,931,746
Furniture & Fixtures	10,000
Equipment	946,000
Engineering/Architect Fees	225,000
Financial Charges	840,221
Legal Fees	195,000
Other	294,929
Management/Developer Fee	-
Total	8,992,896

When completed, the building will contain 37,500 sf of commercial office space, a 23,000 sf climbing gym and exercise/training facility, 25,000 sf of commercial storage, 45,000 sf in residential space (39 units) and 3,500 sf of retail space.

Phase 3

Phase 3 will be the rehabilitation of the Amphion Piano Player Company Building (a/k/a Syracuse Scale). Amphion is an historic 62,000 sf former factory. In a state of severe disrepair (the roof is failing and the interior is rotting and deteriorating, restoring this property will require a significant capital investment. Applicant's estimated costs are:

Description of Cost Type	Phase 3 Costs - Amphion Piano Player Factory Rehabilitation
Land Acquisition	-
Site Work/Demo	1,075,489
Building Construction & Renovation	7,285,146
Furniture & Fixtures	12,282
Equipment	1,161,841
Engineering/Architect Fees	217,596
Financial Charges	495,000
Legal Fees	175,000
Other	332,549
Management/Developer Fee	-
Total	10,754,903

When completed, Amphion will have approximately 24,000 sf of residential space (approximately 20 units), 20,000 sf of commercial office space, and 9,500 sf in retail space.

Schedule

Phase 1 is completed. To the extent the project described in the original application has not been completed, it is being replaced by the work being completed in Phase 2.

Phase 2 will begin on or about June 1, 2020 with a completion projected for October 2021. Phase 3 of the Project is subject to approval by SHPO and National Park Service. It is expected that these approvals will not be in hand until late 2020. It is expected that Phase 3 construction will not begin until early 2021 with a completion in early 2022.

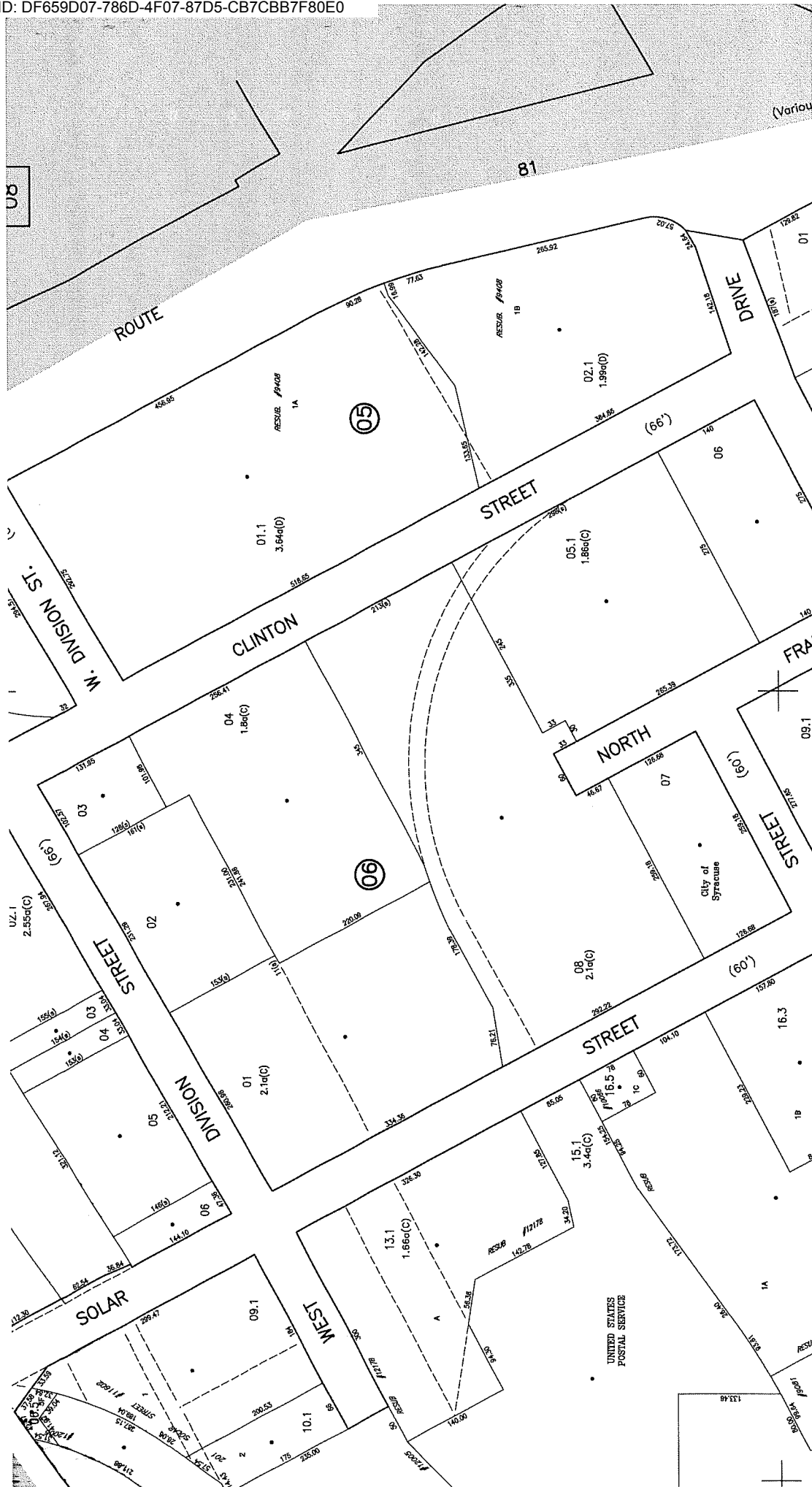


EXHIBIT “G”

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 21st day of April, 2020, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://bit.ly/syrsida-04082020> (or by accessing the link on the Agency's website) and using meeting number 713 934 932 and password SIDA; or via telephone at (408) 418-9388 with access code: 713 934 932, 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: Timothy Lynn, Esq., Chuck Sangster, Kate Maguire, Esq., Jen Tiff; Media Present: Rick Moriarty

The following resolution was offered by Steven Thompson and seconded by Kenneth Kinsey:

**RESOLUTION DETERMINING THAT THE
UNDERTAKING OF A CERTAIN PROJECT AT THE
REQUEST OF DUPLI ASSOCIATES, LLC WILL NOT
HAVE A SIGNIFICANT EFFECT ON THE
ENVIRONMENT**

WHEREAS, the Agency is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, Dupli Associates, LLC, or an entity to be formed (the "**Company**"), by application dated February 4, 2020 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the continuation of an interest in two parcels of

improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximately 149,000 sq.ft. building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0); and 156 Solar Street and Division Street W. improved by an approximately 62,800 sq.ft. building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), each in the City of Syracuse (the foregoing collectively referred to as the "**Land**"); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units; and approximately 3,500 sq.ft. of retail space; and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "**Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facilities by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to State Environmental Quality Review Act and the regulations promulgated thereunder ("**SEQRA**"), the Agency is required to make a determination with respect to the environmental impact of any "action" (as defined by SEQRA) to be taken by the Agency and the approval of a project and grant of financial assistance constitute such an action; and

WHEREAS, to aid the Agency in determining whether undertaking the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency Part 1 of an Environmental Assessment Form (the "**EAF**") with respect to the Project, a copy of which is attached here as **Exhibit "A"** and on file at the office of the Agency; and

WHEREAS, the Agency examined the EAF in order to classify the Project; and

WHEREAS, by resolution adopted March 17, 2020, the Agency classified the Project as a Type 1 Action and declared the intent of the Agency to be "lead agency" (as defined by SEQRA) for the purposes of a conducting a coordinated environmental review pursuant to SEQRA; and

WHEREAS, by letter dated March 18, 2020 notice was given to each "involved agency" (as defined by SEQRA) identified by the Company of the Agency's declaration to act as lead agency; and

WHEREAS, as a result of its careful review and examination of the Project, the Agency finds that, on balance, and after careful consideration of all relevant Project documentation, it has more than adequate information to evaluate as required by SEQRA all of the relevant benefits and potential impacts of the Project; and

WHEREAS, the Agency has prepared a negative declaration that summarizes its consideration of potential impacts in accordance with SEQRA; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon an examination of the EAF prepared and other information furnished by the Company, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency's knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(a) The Project consists of the components described above in the second WHEREAS clause of this Resolution and constitutes a "project" as such term is defined in the Act;

(b) The Project constitutes a Type 1 Action;

(c) The Agency declared itself lead agency with respect to a coordinated review of the Project pursuant to SEQRA;

(d) The Project will not have a significant effect on the environment, and the Agency will not require the preparation of an Environmental Impact Statement with respect to the Project; and

(e) As a consequence of the foregoing, the Agency has prepared a Parts 2 and 3 of the Full EAF with respect to the Project, a copy of which is attached hereto as **Exhibit "B"**, which shall be filed in the office of the Agency in a file that is readily accessible to the public and the Executive Director of the Agency is hereby authorized to execute and cause publication of and distribution of this negative declaration in accordance with SEQRA.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) The Secretary of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<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 April 21, 2020, 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*”), 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 hereunto set my hand and affixed the seal of the Agency on 5/5/2020.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E35E032BE24D9...
Rickey Brown, Secretary

(S E A L)

EXHIBIT "A"
PART 1 OF FULL EAF

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. <p data-bbox="121 829 1485 861">i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p data-bbox="121 892 1485 924">ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p data-bbox="121 924 1485 955">iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

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

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? Yes No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: Construction financing must be completed on each phase prior to the commencement of the ensuing phase.

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No
 If Yes:
 i. Estimate methane generation in tons/year (metric): _____
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No
 If Yes:
 i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____
 iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____
 iv. Does the proposed action include any shared use parking? Yes No
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____
 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No
 If Yes:
 i. Estimate annual electricity demand during operation of the proposed action: 700,000 kWh per year
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): Grid/Local Utility
 iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.
 i. During Construction:
 • Monday - Friday: _____
 • Saturday: _____
 • Sunday: _____
 • Holidays: _____
 ii. During Operations:
 • Monday - Friday: _____
 • Saturday: _____
 • Sunday: _____
 • Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:
There is no hazardous waste at the site

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____	

<p>e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District</p> <p>ii. Name: <u>Dupli Building and Amphion Piano Player Company Building</u></p> <p>iii. Brief description of attributes on which listing is based: <u>historic buildings</u></p>
<p>f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe possible resource(s): _____</p> <p>ii. Basis for identification: _____</p>
<p>h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Identify resource: _____</p> <p>ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____</p> <p>iii. Distance between project and resource: _____ miles.</p>
<p>i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Identify the name of the river and its designation: _____</p> <p>ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

EXHIBIT "B"

PARTS 2 AND 3 OF FULL EAF AND NARRATIVE

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency’s reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land			
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>		

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation The proposed action may result in a change to existing transportation systems. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - f. If "No", go to Section 14.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health			
The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans			
The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character			
The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

City of Syracuse Industrial Development Agency
DUPLI Associates, LLC Project
FEAF Part 3 – Additional Information

By application dated February 4, 2020, DUPLI Associates, LLC (the “*Company*”) requested the Agency undertake a project (the “*Project*”) consisting of: (A)(i) the continuation of an interest in two parcels of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximately 149,000 sq.ft. building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0); and 156 Solar Street and Division Street W. improved by an approximately 62,800 sq.ft. building (“*Building 2*”) (bearing tax parcel identification number 118.-06-01.0), each in the City of Syracuse (the foregoing collectively referred to as the “*Land*”); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units; and approximately 3,500 sq.ft. of retail space; and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the “*Facilities*”); and (iii) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment.

1.) Impact on land – The proposed Project will not have an impact on land. No excavation is expected. In the unforeseen event of excavation, excavated materials will remain onsite. In the event contaminated soils are encountered, these soils will be handled in accordance with federal, state, and local regulations.

The duration of the Project is estimated at 18-months. Construction activities typically result in potential impacts associated with traffic, dust, stormwater, and noise. These potential impacts are minimized as a result of the following measures:

- The Company will be required to implement a maintenance and protection of traffic plan for use during construction. The plan will be reviewed and approved by the City of Syracuse.
- The Company will be required to implement best management practices for dust control.
- Stormwater impacts will be addressed by implementation of erosion and sediment controls during construction.
- The proposed Project will cause a temporary increase in ambient noise levels from the operation of construction equipment. Measures to minimize noise impacts during construction will include adherence to local ordinances for working hours and inspection of equipment for proper muffling.

As such, the impact on land associated with the Project is not considered a significant environmental impact.

2.) Impact on geological features – The Project site does not contain known unique or unusual land forms (e.g. cliffs, dunes, minerals, fossils, caves). No impact to significant geological features will occur because of the proposed Project.

3.) Impacts on surface water – The Project will not involve impacts to surface waters. There are no surface waters within the Project footprint. Potential impacts to nearby surface waters from construction will be avoided by implementation of appropriate soil erosion and sediment controls.

4.) Impact on groundwater – The Project is not located within the footprint of a sole source, or primary aquifer.

The Project does not involve use or disposal of hazardous materials, or the bulk storage of petroleum or chemical products that could potentially contaminate local groundwater supplies. In addition, no change in drainage patterns, or increase in impervious surfaces is anticipated as a result of the Project. Therefore, no significant impact to the local aquifer is expected to occur as a result of the Project.

5.) Impact on flooding – The proposed Project is located within the regulated 500-year floodplain. Project activities will be coordinated with the City of Syracuse. The City of Syracuse is a member of the National Flood Insurance Program and structures located in the flood zone must comply with the local flood ordinance. In addition, the City of Syracuse is designated as the FEMA flood management agency for this area and regulates construction within the designated floodplains. City of Syracuse Ordinance 17 deals with flood damage prevention and includes design criteria aimed at preventing flood damage to structures. As part of the permitting process, the City will review building plans for the Project and require that the Company incorporate appropriate floodplain mitigation requirements into the design. Grade changes are not proposed. Given the City permitting process and that the Project involves a renovation of existing structures, no significant impacts to the floodplain are anticipated.

6.) Impacts on air – The U. S. Environmental Protection Act (USEPA), through the federal Clean Air Act (CAA), has established National Ambient Air Quality Standards (NAAQS) for six criteria pollutants: carbon monoxide (CO), sulfur dioxide (SO₂), nitrogen dioxide (NO₂), particulate matter (PM₁₀ and PM_{2.5}), ozone, and lead. An area that violates a national primary or secondary NAAQS for one or more of the USEPA designated criteria pollutants is referred to as non-attainment. A maintenance area is one that has previously been in violation of the NAAQS but has since implemented an avoidance plan and has had no additional violations over an extended period of time.

The Project is located in Onondaga County. According to the USEPA Green Book (current as of February 28, 2019), Onondaga County is currently in attainment for all criteria pollutants, except CO, which is listed as “maintenance”. Based on a detailed review of the Green Book, Onondaga County was designated as a CO non-attainment area until 1992. Since 1993, the County has been in compliance (i.e., maintenance area) with the NAAQS for all criteria pollutants, including CO. An area that has remained in compliance with the NAAQS for an extended period of time is re-designated as “attainment”.

According to both the NYSDEC and USEPA, Onondaga County is in full attainment with the CO NAAQS. Specifically, Onondaga County was designated as a maintenance area in 1993 and has not had any violations of the NAAQS since that time. NYSDEC met the requirements specified in two Maintenance Plans, each lasting a period of ten years. Therefore, the 20-year maintenance period is over and NYSDEC has met its obligations; Onondaga County is in attainment with the CO NAAQS.

Air emission sources require consistency with State and federal air quality standards. The New York air permitting program regulates sources of air pollution. The program is required under provisions set forth in the CAA and New York State regulation (6 NYCRR Part 201). NYSDEC Division of Air Resources administers the air program. The proposed Project does not include equipment that requires registration or permitting from New York State’s air program.

7.) *Impacts on plants and animals* – The proposed Project is located in an urban environment. Habitat availability is limited; wildlife occupying the existing Project space are likely to re-occupy it after construction. No habitat exists for species considered rare, threatened, or endangered by federal or state regulations. No significant impact to plants and animals will occur as a result of the Project.

8.) *Impacts on agricultural resources* – The Project is not located in a New York State Agricultural District. No farmland soils occur within the proposed limits of disturbance. No significant impacts to agricultural resources will occur.

9.) *Impacts on aesthetic resources* – The Project site does not contain, and is not located adjacent to, identified scenic/aesthetic resources. There are no officially designated federal, state, or local scenic or aesthetic resources within the vicinity of the property.

10.) *Impacts on historical and archeological resources* – According to the State Historic Preservation Office (SHPO) Cultural Resource Information System (CRIS) website, the existing buildings are listed in the State or National Register for Historic Places. Coordination with the New York State Historic Preservation Office (SHPO) is complete for the project. The proposed renovation is not anticipated to result in adverse impacts to the listed buildings.

11.) *Impacts on open space and recreation* – The proposed action will not result in a loss of recreational opportunities, and/or open space. There are no existing recreational opportunities on-site, and the site is not located in a designated municipal open space plan.

12.) *Impacts on critical environmental areas* – No designated critical environmental areas occur within or immediately adjacent to the Project site. The current action will not involve impacts to designated critical environmental areas.

13.) *Impacts on transportation* – The proposed Project is not anticipated to involve a significant increase in existing traffic levels. The principal use of the existing buildings is changing from commercial and industrial to residential, therefore no or a minimal net increase in traffic is expected as a result of the Project. The Project is expected to generate fewer than 100 peak hour vehicle trips per hour. Based on the NYSDEC guidelines, it is assumed that projects generating fewer than 100 peak hour vehicle trips per hour will not result in significant increases in traffic.

14.) *Impacts on energy* – Electricity and natural gas in the Project location are supplied by National Grid. Water will be provided by the City of Syracuse's water system. Sewer service will be provided by the City of Syracuse and treated at the Metropolitan Syracuse Wastewater Treatment Plant.

Operation of the Project will result in increased use of electricity, natural gas, and/or water resources as well as increased discharge of wastewater into the sewer collection and treatment system. The Company has coordinated with the local utility providers regarding supply and availability of necessary services. Operation of the facility is not expected to exceed available natural resource or future energy supplies.

Additionally, renovation and/or operation of the facilities would not involve a need for unusual materials or those in short supply. As with any construction project, there will be short-term increases in electrical and gasoline usage to power construction equipment and for worker travel.

15.) Impacts on noise, odor, and light

Noise - The proposed Project will cause a temporary increase in ambient noise levels from the operation of construction equipment. Measures to minimize noise impacts during construction will include adherence to local ordinances for working hours and inspection of equipment for proper muffling. Noise levels will generally return to pre-construction levels following completion of the Project.

Odors - The proposed Project will not cause an increase in odors.

Light –No new lighting is proposed as part of the Project.

16.) Impact on Human Health – The proposed Project will not result in an impact to human health from exposure to new or existing sources of contaminants.

A Limited XRF Lead-Based Paint Inspection dated December 13, 2019 prepared by Envoy Environmental Consultants, Inc. and Asbestos Pre-Renovation Survey Report dated December 13, 2019 prepared by Paradigm Environmental, LLC for Building 1 (together, the "report") were furnished to the Agency and are attached hereto. The Building 1 contains asbestos-containing materials, and lead-based paint as identified in the report. The report indicates that the sampling was representative in nature, and additional sampling and analysis will be required based on the final scope of the Project. In addition, renovation activities, included necessary abatement, will be conducted consistent with New York State Code Rule 56, and additional local, state, and federal requirements. Consistency with applicable regulations limits the potential for construction workers and the public's exposure to harmful contaminants.

Four spills occurred on or adjacent to the Land, were reported to NYSDEC and have been closed.

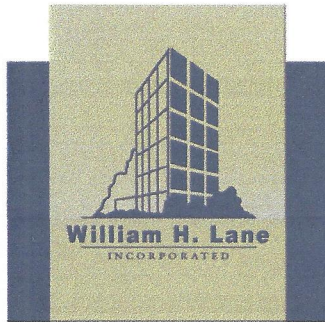
17.) Consistency with community plans – The action will not result in population growth in the City of Syracuse that exceeds 5%, or in increasing density that will impact existing infrastructure. The Project does not require a change in zoning or resubdivision.

In summary, the proposed Project will not result in the following:

- An increase in population within the City of Syracuse.
- A change in zoning or existing land use plans.
- A change in the density of development that would exceed the capacity of existing infrastructure.
- Induced socioeconomic impacts from residential or commercial development.

18.) Consistency with community character – The proposed action is consistent with the existing community character as described below:

- The Project is located in an area with buildings of similar size and function.
- The Project will not result in any impacts to historic structures.
- It will not significantly increase the need for schools, parks, roads, infrastructure.
- It will not result in a significant increase in the need for emergency services.
- It will not result in any displacement of housing will occur.



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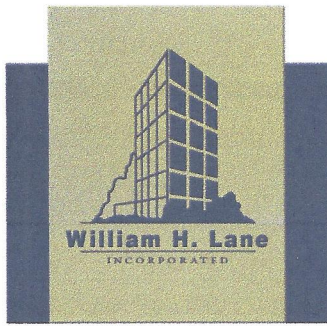
April 16, 2020

Jean S Everett
Bousquet Holstein PLLC
62 William Street
Third Floor
New York, New York 10005
212.381.4870
jeverett@bhlawpllc.com

Dear Ms. Everett,

Below please find the answers to the questions that were asked as part of the SIDA review regarding the Dupli project at 600 North Franklin Street. My answers will correspond to the list you sent in a prior email. I have attached that list for reference.

1. The State Historic Preservation Office as approved our submission and has passed it along to the National Park Service for part two approval. Karen Brant, Architect for the National Park Service had one question regarding the exiting flooring. MacKnight Architects (Project Architect) answered this question. I have attached the correspondence as Exhibit "A".
2. We have reached out to Neil Milcarek-Burke Transportation Planner for the City of Syracuse several times with no response. That said our interpretation of the requirements for the need of a traffic study will not apply to this project as we do not believe this project will add more than one hundred (100) daily trips to this property. I have attached the city requirements along with the existing and new parking drawings that show we will only be adding two (2) spaces. These documents are attached as Exhibit "B".
3. We have solicited National Grid for an official response regarding the impact this project will have on the their infrastructure. We have yet to get a response. However, it is the opinion of our Engineers that we will not exceed utility demand in comparison to the historical use of this existing building.
4. As this an existing building we do not anticipate the need for excavation. If excavation is necessary, material will remain on-site.



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5. All material, hazardous or universal will be handled per applicable codes and procedures. I have attached the environmental reports as Exhibit "C".
6. See question 5
7. As we don't anticipate excavation for this project, contaminated soil should not be an issue. If contaminated material is encountered, we will address appropriately.
8. We have been in contact with Kim Kelchner from the Syracuse Water Authority. Kim provided us with a drawing of the exiting water lines and water pressure at the closest hydrant. Kim does not believe this project will have an ill effect on the city water supply. I have attached the drawing and correspondence as Exhibit "D".
9. After OCDWEP review it was concluded that the wastewater lines in this area are owned by the City of Syracuse. We have contacted John Kizlehan from the city and are waiting for his official response. Because this is an existing building, our engineers are confident that wastewater demands should not exceed wastewater capacity.
10. I have attached all "spill records" in relation to this property as Exhibit "E". All records are designated "closed"

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

Kind regards,

A handwritten signature in black ink, appearing to read 'Rick Watson', with a long horizontal stroke extending to the right.

Rick

Rick Watson
Project Manager

From: Everett, Jean S. <jeverett@bhlawpllc.com>

Sent: Monday, March 30, 2020 2:30 PM

To: Timothy Lynn <tim@ldts-law.com>; Anthony D'Elia <anthony@ldts-law.com>

Cc: McRobbie, Lori L. <lmcrobbe@bhlawpllc.com>; Katzoff, Susan R. <skatzoff@bhlawpllc.com>; 'Judith A. DeLaney (jdelaney@syrgov.net)' <jdelaney@syrgov.net>

Subject: Dupli - Follow UP Questions on EAF

Tim and Tony,

We have the following requests of the Project Sponsor in order for us to determine the project's potential to have a significant environmental impact:

1. Please provide a copy of coordination with the State Historic Preservation Office. If coordination is not complete, please provide a summary of steps you have either taken, or will follow, to ensure consistency with SHPO requirements.
2. Have you obtained a Traffic Impact Study? If so please provide a copy.
3. Please provide correspondence with National Grid that this project should not significantly impact existing infrastructure (i.e. require upgrades to substations, etc.)
4. Confirm that all excavated material will remain on-site
5. Provide pre-demolition asbestos survey and action plan., and commitment to conduct demolition consistent with NYS Code Rule 56
6. Provide pre-demolition hazardous materials (or universal waste) survey, or discussion of how such materials will be managed during demolition
7. Provide description of due diligence associated with potential to encounter soil/groundwater contamination. Provide a plan (i.e. soil management plan), or commitment to such plan, to appropriately address contaminated materials in the event they are found during construction.
8. Provide confirmation from the City that it has capacity to meet your anticipated water supply demands
9. Provide confirmation from OCDWEP with regard to ability to meet project's wastewater demands
10. Complete response to E.1.h(iv). Information is available on NYSDEC databases.

Please provide the information to me on or before April 10.

Thanks

Jean

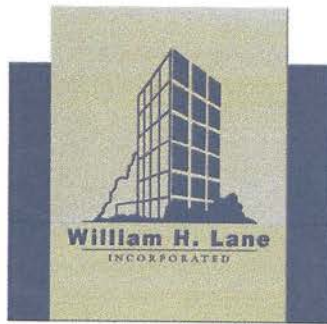
Jean S. Everett
BOUSQUET HOLSTEIN PLLC

62 William Street | Third Floor | New York, New York 10005

Tel: 212.381.4870 | Mobile: 315.436.6643

Email: JEverett@BHLAWPLLC.com | www.BHLAWPLLC.com

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EXHIBIT "A"

QUESTION 1

Watson, Rick

From: Bruce Macknight <bruce@macknightarchitects.com>
Sent: Wednesday, April 15, 2020 4:15 PM
To: KAREN_BRANT@nps.gov; Lane, Mark
Cc: STEVE MACKNIGHT; Watson, Rick; JOHN ANDERSON
Subject: Merrill Soule None Such Mince Meat Factory NPS 40443
Attachments: MERRILL SOULE FACTORY EXISITNG PLANS-NPS 40443.pdf; dupli flooring PHOTOS 1.pdf; dupli flooring PHOTOS 2.pdf

Hello Karen,

Hope all is well with you. I'm sending this response to your inquiry regarding the treatment of the existing floors in the Merrill Soule None Such MinceMeat Factory, their condition and how we intend to treat them.

The first floor is a painted poured in place concrete slab. The concrete is in fairly good condition but is very uneven due to the fact that this portion of the building was built in 3 phases and the floors were built to slope to interior floor drains for cleaning purposes.

The second floor is a combination of poured concrete floors to the east and a wood deck with plywood sheathing and a painted cement wear surface to the west. The concrete floors are in good condition but are sloped to floor drains. The cement covered floors are in fair condition but are uneven due to settlement over the years.

The third floor is a combination of poured concrete floors to the east and a heavy tongue & groove deck with diagonal strip flooring finish surface. The concrete floors slope to drains. The wood floors are in poor condition due to wear and tear and moisture over the last 100+ years. These floors are very uneven due to structural settlement.

The plan is to use a leveling substrate such as gypcrete on all of the floors. The finish surface will be carpet tile in the common areas and corridors, and a combination of luxury vinyl plank and carpet in the apartments. I've attached photographs with descriptions along with floor plans with the photographs keyed in.

Please review and let me know what comments or questions you have.

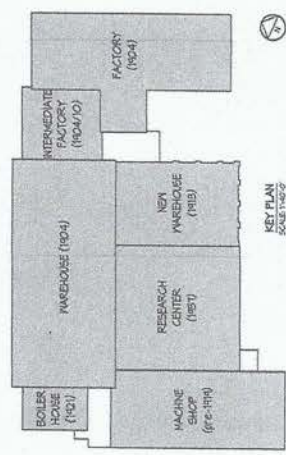
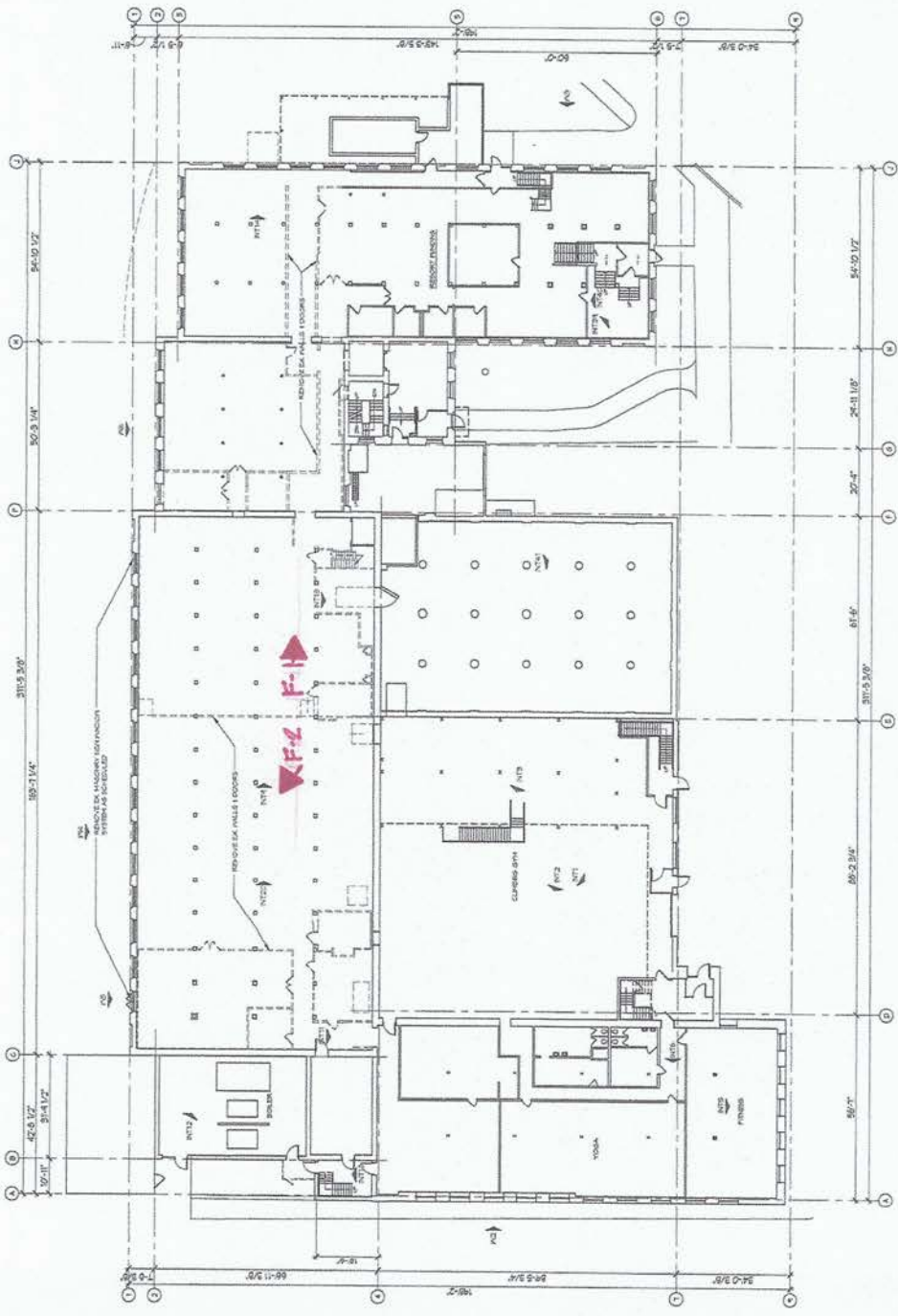
Thank you,

Bruce MacKnight, A.I.A.

macknight architects llp
212 north franklin street
syracuse, new york 13202

315.424.0018

www.macknightarchitects.com



REVISIONS		DATE	BY
NO.	DATE	BY	DESCRIPTION
1			EXISTING FIRST FLOOR PLAN
2			
3			
4			
5			

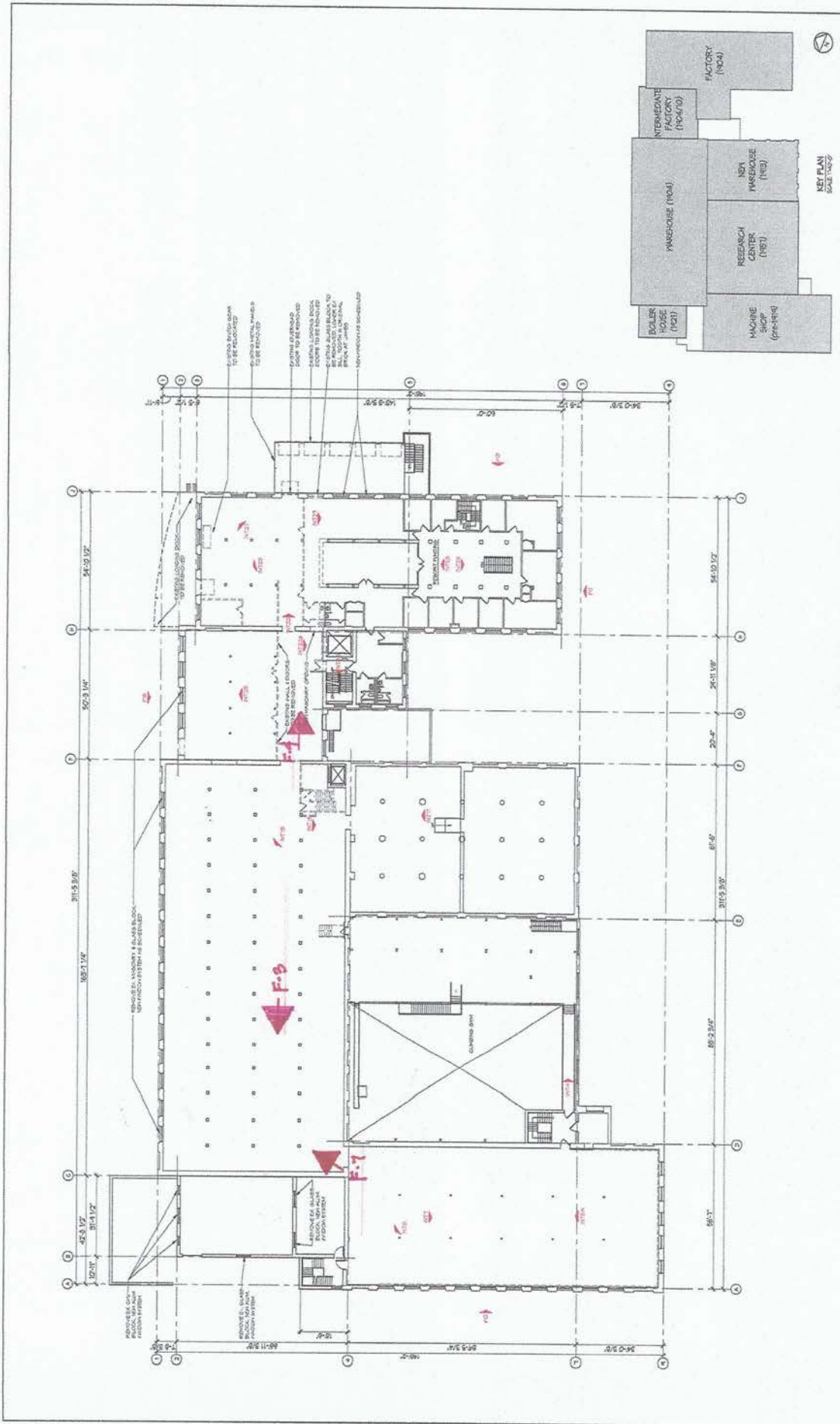
MERRELL SOULE BUILDING
 600 NORTH FRANKLIN STREET
 SYRACUSE, NEW YORK 13204

THE DESIGN OF THE
 NEW YORK STATE
 PENITENTIARY
 WAS COMPLETED BY
 ARCHITECTS
 IN SYRACUSE, NEW YORK
 IN 1904

macknight architects
 212 North Franklin St.
 Syracuse, NY 13204
 P. 315.452.0018
 macknightarchitects.com



10 EXISTING FIRST FLOOR PLAN
 SCALE: 1/8"=1'-0"



REVISIONS		DATE
1	BY	11/20/14
2	DATE	
3	BY	
4	DATE	
5	BY	
6	DATE	
7	BY	
8	DATE	
9	BY	
10	DATE	

MERRELL SOULE BUILDING
 600 NORTH FRANKLIN STREET
 SYRACUSE, NEW YORK 13204

KEY PLAN
 SCALE 1/8"=1'-0"

10 EXISTING SECOND FLOOR PLAN
 SCALE 1/8"=1'-0"

1/8"=1'-0" SCALE

1/8"=1'-0" SCALE

1/8"=1'-0" SCALE

1/8"=1'-0" SCALE

1/8"=1'-0" SCALE

1/8"=1'-0" SCALE

1/8"=1'-0" SCALE



F-7 3rd FLOOR— Detail of the original strip wood flooring with a plywood overlay and VAT and Painted Cementitious Traffic Surface



F-8 3rd FLOOR—Wood strip flooring with rubber traffic surface—Note: Wood strip flooring is in poor condition with warping and deterioration of the surface and along the joints.

Existing Flooring



F-1 1st FLOOR—PAINTED CONCRETE



F-2 1st FLOOR—PAINTED CONCRETE



F-3 2nd FLOOR—PAINTED CONCRETE



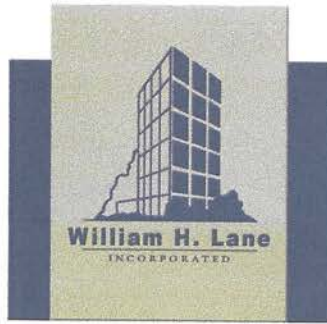
F-4 2nd FLOOR—PAINTED CONCRETE



F-5 3rd FLOOR—PAINTED CONCRETE



F-6 3rd FLOOR—WOOD STRIP FLOORING



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EXHIBIT "B"

QUESTION 2

Traffic Studies (Dept. of Public Works)

Transportation Impact Studies (TIS) may be required when changes in land use, new development, or site access are proposed. A TIS evaluates the effects that a change in traffic volumes or travel patterns will have on the transportation network.

A TIS may be required for a project that is expected to result in 100 or more added (new) trips during the adjacent roadways peak hour or the development's peak hour. The TIS should include a site plan and capacity analysis of existing, future no-build and future build conditions. The TIS must use the latest version of SYNCHRO, and must include all site access points and all signalized intersections that are expected to see an increase of 100+ vehicles per hour.

All traffic impact study (TIS) scopes should be reviewed and accepted by the City prior to start of study to determine study area and what specific analysis may need to be included (shown below).

Depending on type of development or location, the TIS may include some or all of the following:

- > data used should be at the most 3 years old (maybe more recent depending upon location) and should be collected on Tuesday, Wednesday or Thursday during a typical week (no holidays/school is in session/no major construction in area) but this may change based on type of development
- > existing, future (design year) no-build and future analysis – all known development in area should be included in future analyses
- > gap analysis
- > queuing analysis
- > sight distance analysis for access points
- > accident analysis
- > inclusion of mode share/internal capture/pass-by credits
- > bike/pedestrian/transit considerations (counts at all intersections/accommodations)
- > parking considerations (gain/loss, assessment of access and control, etc.)
- > proposed on-street regulations noting loss of on-street parking, loading zones or relocation of bus stops
- > mitigation recommendations, if necessary
- > must submit electronic SYNCHRO files (signal timings/phasing should be requested if part of the City's interconnect system but should also be field verified)

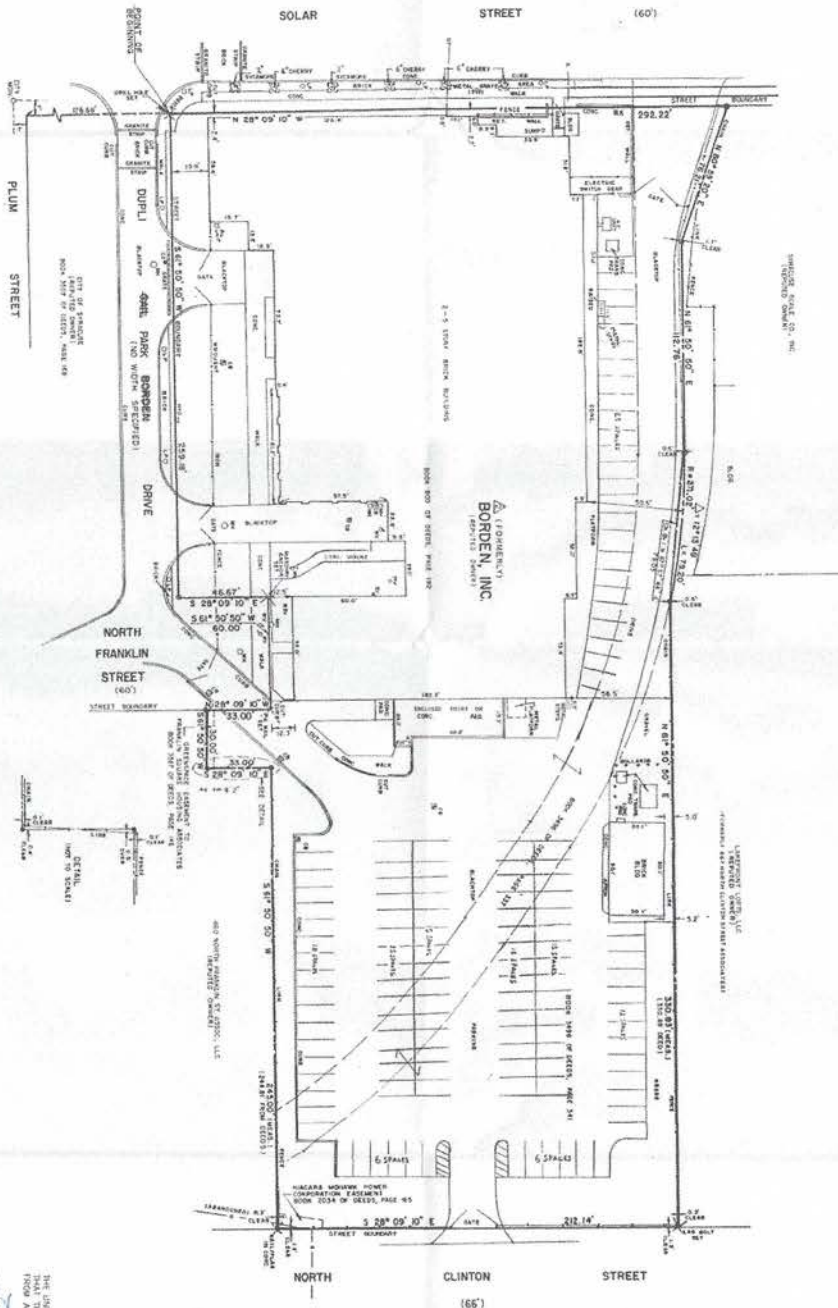
Additional information can be found in the Transportation Impact Analyses for Site Development from the Institute of Transportation Engineers.

For questions please contact Neil Milcarek-Burke, Transportation Planner, at [\(315\) 448-4742](tel:3154484742) or NMilcarek-Burke@syrgov.net.

2020 Syracuse Services Guide
DPW FAQs
F.O.G. - Residential Fat, Oil and Grease Disposal
Handicapped Parking Permits / Metered Parking Waivers
Permits and Forms
Service Requests
Sewer Department
Sewer System DON'TS
Sidewalk Maintenance
Sharps Disposal Regulation
Syracuse Bike Plan
Syracuse LED Street Lights
Traffic Studies
Trash Pickup - Commercial
Trash Pickup - Residential
Quadrant Pickup Schedule for Yardwaste:
>Northeast Quadrant Schedule
>Southeast Quadrant Schedule
>Southwest Quadrant Schedule
>Northwest Quadrant Schedule



Existing 127 Spaces



BOUNDARY MAP
 FOR
 LANDS OF
BORDEN, INC.
 SALUDA MARSH LOT 28

CITY OF STENOCH
 LANDS OF BORDEN, INC.
 SALUDA MARSH LOT 28

PREPARED BY
LAND & SURVEY
 1000 W. 10th Street
 Oklahoma City, Oklahoma 73106
 Phone: (405) 521-1234

DATE: **March 15, 2017**

SCALE: **1" = 20'**

PROJECT NO.: **17-001**

DATE: **March 15, 2017**

BY: **[Signature]**

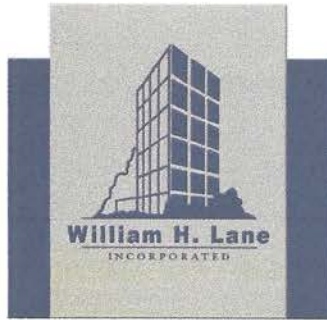
FOR: **BORDEN, INC.**

APPROVED BY: **[Signature]**

STATE OF OKLAHOMA
 DEPARTMENT OF REVENUE
 LAND & SURVEY DIVISION

THE INFORMATION AND CERTIFICATES
 HEREON ARE A CORRECT MAP MADE
 FROM AN ACCURATE SURVEY.

[Signature]
 N.T.S. Registered Professional Surveyor



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E-Mail: info@whlane.com <http://www.whlane.com>

EXHIBIT “D”

QUESTION 8

Syracuse Water Department



Watson, Rick

From: Kelchner, Kim R. <KKelchner@syr.gov.net>
Sent: Thursday, April 2, 2020 2:39 PM
To: Watson, Rick
Subject: RE: 600 N Franklin
Attachments: 600 north franklin.pdf

The general max system pressure at the hydrant in front of the building is 100psi. The domestic water is listed as 128 Solar Street and believe it is represented on the print.

From: Watson, Rick [mailto:rwatson@whlane.com]
Sent: Thursday, April 02, 2020 11:03 AM
To: Kelchner, Kim R.
Subject: 600 N Franklin

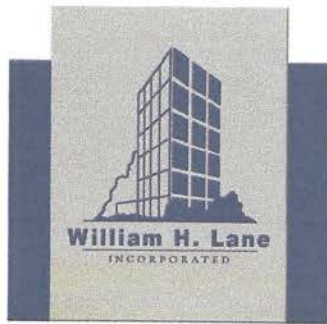
Kim,

I greatly appreciate your time this morning. As we talked about, I work for William H. Lane Incorporated who is in the process of buying the building at 600 N Franklin Street in Franklin Square, Syracuse. The building already has both a Domestic Water Service along with a full operating sprinkler service as it currently houses several commercial tenants including the Central Rock Gym, Power Engineers, Resort Funding and Northland. These tenants will remain. Our plan is to repurpose a portion of the building to house 46 new residential apartment units. The city has required us to reach out to make sure that repurposing a part of this existing building to apartment units will not have an ill effect on the city water system. I understand that you need a maximum water demand study. I've notified my MEP Engineer who is working on that now. We would ask that the water department provide Fire flow information along with a Fire Flow Test if necessary. I greatly appreciate your help on this project.

Kind regards,

Rick

Rick Watson
Project Manager
William H. Lane Incorporated
113 Court Street
Binghamton, NY 13901
O. 607-775-0600 Ext. 226
M. 607-422-0829
rwatson@whlane.com
whlane.com



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E-Mail: info@whlane.com <http://www.whlane.com>

EXHIBIT "E"

QUESTION 10



Spill Incidents Database Search Details

Spill Record

Administrative Information

DEC Region: 7

Spill Number: 1702616

Spill Date/Time

Spill Date: 06/16/2017 **Spill Time:** 08:30:00 AM

Call Received Date: 06/16/2017 **Call Received Time:** 10:05:00 AM

Location

Spill Name: WESTSIDE OF BUILDING

Address: 102 WEST DIVISION ST

City: SYRACUSE **County:** Onondaga

Spill Description

Material Spilled	Amount Spilled	Resource Affected
unknown petroleum	UNKNOWN	Soil

Cause: Unknown

Source: Commercial/Industrial

Waterbody:

Record Close

Date Spill Closed: 10/17/2017

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the [Regional Office](#) where the incident occurred.

[Refine This Search](#)

[Return To Results](#)



Spill Incidents Database Search Details

Spill Record

Administrative Information

DEC Region: 7

Spill Number: 1609292

Spill Date/Time

Spill Date: 10/27/2016 **Spill Time:** 03:00:00 PM

Call Received Date: 01/05/2017 **Call Received Time:** 03:14:00 PM

Location

Spill Name: SYRACUSE SCALE COMPANY

Address: 156 - 158 SOLAR ST

City: SYRACUSE **County:** Onondaga

Spill Description

Material Spilled	Amount Spilled	Resource Affected
unknown petroleum	UNKNOWN	Soil , Groundwater

Cause: Unknown

Source: Commercial/Industrial

Waterbody:

Record Close

Date Spill Closed: 01/06/2017

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the [Regional Office](#) where the incident occurred.

Refine This Search

Return To Results



Spill Incidents Database Search Details

Spill Record

Administrative Information

DEC Region: 7

Spill Number: 1510730

Spill Date/Time

Spill Date: 02/04/2016 **Spill Time:** 09:00:00 AM

Call Received Date: 02/04/2016 **Call Received Time:** 09:10:00 AM

Location

Spill Name: STORM SEWER

Address: SOLAR STREET

City: SYRACUSE **County:** Onondaga

Spill Description

Material Spilled	Amount Spilled	Resource Affected
unknown material	25 Gal.	Groundwater , Sewer

Cause: Unknown

Source: Unknown

Waterbody:

Record Close

Date Spill Closed: 05/16/2017

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the [Regional Office](#) where the incident occurred.

[Refine This Search](#)

[Return To Results](#)



Spill Incidents Database Search Details

Spill Record

Administrative Information

DEC Region: 7

Spill Number: 1700417

Spill Date/Time

Spill Date: 04/13/2017 **Spill Time:** 09:00:00 AM

Call Received Date: 04/13/2017 **Call Received Time:** 10:55:00 AM

Location

Spill Name: CONSTRUCTION SITE

Address: 102 WEST DIVISION STREET

City: SYRACUSE **County:** Onondaga

Spill Description

Material Spilled	Amount Spilled	Resource Affected
unknown petroleum	UNKNOWN	Soil

Cause: Unknown

Source: Commercial/Industrial

Waterbody:

Record Close

Date Spill Closed: 04/26/2017

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the [Regional Office](#) where the incident occurred.

[Refine This Search](#)

[Return To Results](#)

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): 1609292; 1700417; 1702616; 1510730;
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
1609292 - spill closed on 1/6/2017 - no further action; 1700417 - Spill closed on 04/26/2017 - no further action; 1702616 - spill closed on 10/17/2017 - no further action; 1510730 - spill closed on 05/16/2017 - no further action.



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E-Mail: info@whlane.com <http://www.whlane.com>

EXHIBIT "C"

QUESTION 5 & 6

Limited XRF Lead-Based Paint Inspection

Performed at:

600 North Franklin Street
Syracuse, New York 13204

Performed for:

Paradigm, LLC
6950 East Genesee Street
Fayetteville, New York 13066

December 13, 2019

Envoy Project #: E19-1492



ENVOY

environmental consultants, inc.

57 Ambrose Street
Rochester, New York 14608

**Limited XRF Lead-Based Paint Inspection
600 North Franklin Street
Syracuse, New York 13204**

TABLE OF CONTENTS

1.0	Executive Summary	Page 2
2.0	Introduction	Page 3
3.0	Definitions	Page 5
4.0	Limitations	Page 7
5.0	Conclusions	Page 8

Appendix A.....	XRF Summary of Lead-Based Paint Readings
Appendix B.....	XRF Sequential Instrument Data
Appendix C.....	Drawings
Appendix D.....	Component Identification Sheets
Appendix E.....	Performance Characteristic Sheets
Appendix F.....	Certifications

1.0 Executive Summary

- A limited XRF lead-based paint inspection was performed at 600 North Franklin Street, Syracuse, New York. The inspection was conducted on December 13, 2019.
- Fifteen (15) applications of Lead-based paint were identified on the surfaces tested. These results can be found in Appendix A of this report.
- This inspection is not intended to conform to U.S. Department of Housing and Urban Development (USHUD) requirements since it does not meet the definition of a surface by surface inspection as described in Chapter 7 of the USHUD Guidelines.
- Testing is limited to the specific building components identified in this report and does not represent painting histories in other portions of the building.

2.0 Introduction

Envoy Environmental Consultants, Inc. (Envoy) was retained by Paradigm, LLC on December 13, 2019 to conduct an inspection for the presence of lead-based paint through XRF analysis at 600 North Franklin Street, Syracuse, New York. The predominant construction materials observed were drywall, wood, metal, ceramic and brick. The construction date of the building is unknown.

Envoy holds a New York State Department of Health Radioactive Materials License to own and operate an X-Ray Fluorescence (XRF) lead paint analyzer. We have been certified under the Toxic Substances Control Act, Section 402(a)(1), allowing the company to conduct LBP activities pursuant to 40 CFR Part 745.226. Certified Lead Inspector, Mr. Geoff Siebert, conducted this inspection with procedures and guidelines required by the U.S. Environmental Protection Agency (USEPA).

All lead-based paint inspections are performed in accordance with Chapter 7 of The U.S. Department of Housing and Urban Development Guidelines (USHUD), and the U.S. Environmental Protection Agency, since they are the only regulatory agencies defining procedures for conducting XRF lead-based paint inspections. Paint is categorized as lead-based if the XRF analyzer registers a reading of 1.0 mg/cm² or above, according to the USHUD standard. Envoy reports lead-based paint levels in mg/cm² because this unit of measurement does not depend on the number of layers of non-lead-based paint and can usually be obtained without damaging the painted surfaces. Positive, negative, and inconclusive XRF readings are determined in accordance with the XRF instruments Performance Characteristic Sheets as described by the HUD Guidelines.

Envoy owns and operates a RMD LPA-1 Lead Paint Analyzer. The serial number of this instrument is 2829 and was sourced on February 16, 2018. The LPA-1 Lead Paint Analyzer is an analytical radiation instrument used in quantitative analysis of lead in paint for various substrates. The LPA-1 is a spectrum analyzer that resolves the lead X-Ray intensity from interfering radiation. The XRF LPA-1 instrument has a ³/₈ inch penetration depth for the detection of lead. Anything beyond this depth will cause no reading and can go undetected. A radioactive material, Cobalt 57, is used as the radiation source in this device for nondestructive method of sample analysis.

For each room, hallway, or exterior site to be inspected, testing combinations are identified based on the inspectors training. A testing combination represents the room equivalent, the component type, and the substrate. A room equivalent is an identifiable part of a building (e.g., classroom, hallway, basement, etc.). Painted surfaces include any surface coated with paint, shellac, varnish, stain, paint covered by wallpaper, or any other coating.

USHUD Guidelines recommend classifying substrates into one of the six substrate types listed in Table 1. Additionally, certain substrates may register a reading on the XRF lead paint analyzer in the inconclusive range.



Table 1

Substrate	Inconclusive Range
Brick	None
Concrete	None
Drywall	None
Metal	0.9 to 1.3 mg/cm ²
Plaster	0.9 to 1.3 mg/cm ²
Wood	None

When the XRF lead paint analyzer registers a reading in the inconclusive range, or a substrate cannot be tested due to irregular size and shape, the Certified Lead Inspector is then required to collect a paint chip sample to determine the presence of lead. If paint chip samples are collected, lead-based paint is present when the concentration is 0.5 percent by weight or above. The inspection conducted at this location did not register any readings in the inconclusive range.

3.0 Definitions

Abatement: A measure or set of measures designed to permanently eliminate lead-based paint hazards or lead-based paint. Abatement strategies include the removal of lead-based paint, enclosure, encapsulation, replacement of building components coated with lead-based paint, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying of soil with a durable covering such as asphalt (grass and sod are considered interim control measures). All of these strategies require preparation; cleanup; waste disposal; post abatement clearance testing; recordkeeping; and, if applicable, monitoring.

Deteriorated lead-based paint: Any lead-based paint coating on a damaged or deteriorated surface or fixture, or any interior or exterior lead-based paint that is peeling, chipping, blistering, flaking, worn, chalking, alligating, cracking, or otherwise becoming separated from the substrate.

Encapsulation: Any covering or coating that acts as a barrier between lead-based paint and the environment, the durability of which relies on adhesion and the integrity of the existing bonds between multiple layers of paint and between the paint and the substrate.

Friction surface: An interior or exterior surface that is subject to abrasion or friction, including, but not limited to, certain window, floor, and stair surfaces.

Impact surface: An interior or exterior surface that is subject to damage by repeated sudden force such as certain parts of door frames.

Interim controls: A set of measures designed to temporarily reduce human exposure or possible exposure to lead-based paint hazards. Such measures include specialized cleaning, repairs, maintenance, painting, temporary containment, and management and resident education programs. Monitoring, conducted by owners, and reevaluations, conducted by professionals, are integral elements of interim control. Interim controls include dust removal; paint film stabilization; treatment of friction and impact surfaces; installation of soil coverings, such as grass or sod; and land-use controls.

USHUD Guidelines: The USHUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (the Guidelines) provide detailed, comprehensive, technical information on how to identify lead-based paint hazards in housing and how to control such hazards safely and efficiently. The goal of the Guidelines is to help property owners, private contractors, and Government agencies sharply reduce children's exposure to lead without unnecessarily increasing the cost of housing.

Lead-based paint: Lead-based paint means paint or surface coatings that contain lead equal to or greater than 1.0 mg/cm² or 0.5 percent by weight. (Equivalent units are: 5,000 µg/g, 5,000 mg/kg, or 5,000 ppm by weight) Surface coatings include paint shellac, varnish, or any other coating, including wallpaper which covers painted surfaces.

Lead-based paint hazard: A condition in which exposure to lead from lead-contaminated dust, lead-contaminated soil, or deteriorated lead-based paint would have an adverse effect on human health (as established by the EPA Administrator under Title IV of the Toxic Substances Control Act). Lead-based paint hazards include for example, deteriorated lead-based paint, leaded dust levels above applicable standards, and bare leaded soil above applicable standards.

Monitoring: Surveillance to determine (1) that known or suspected lead-based paint is not deteriorating, (2) that lead-based paint hazard controls, such as paint stabilization, enclosure, or encapsulation have not failed, (3) that structural problems do not threaten the integrity of hazard controls or of known or suspected lead-based paint, and (4) that dust lead levels have not risen above applicable standards. There are two types of monitoring activities; visual surveys by property owners and reevaluations by certified risk assessors. Visual surveys are generally conducted annually for the purpose of making the first three determinations listed above.

OSHA: The occupational safety and health administration ensures safe and healthful working conditions for working men and women by setting and enforcing standards and by providing training, outreach, education and assistance. Section 1926.62 targets employee lead exposure during construction activities. The full standard can be found at:

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10641

Paint film stabilization: The process of wet scraping, priming, and repainting surfaces coated with deteriorated lead-based paint; paint film stabilization includes cleanup and clearance.

Renovation Repair and Painting Law 40 CFR Part 745: Requires that renovations required for compensation, must be performed by certified firms, using certified renovators. Renovation firms that anticipate on working in pre-1978 homes and child occupied facilities must apply to the EPA and pay a fee in order to be certified. Firms certified in the RRP law must follow lead safe work practices including initial and final lead testing.

Substrate: The substrate is the material underneath the paint. Substrates should be classified into one of six types: brick, concrete, drywall, metal, plaster, or wood. These substrates cover almost all building materials that are painted and are linked to those used in the *XRF Performance Characteristic Sheets*.

Target Housing: Any residential unit constructed before 1978, except dwellings that do not contain bedrooms or dwellings that were developed specifically for the elderly or persons with disabilities—unless a child younger than 6 resides or is expected to reside in the dwelling.

XRF analyzer: An instrument that determines lead concentration in milligrams per square centimeter (mg/cm²) using the principle of x-ray fluorescence (XRF). Two types of XRF analyzers are used—direct readers and spectrum analyzers. In the *HUD Guidelines*, the term XRF analyzer only refers to portable instruments manufactured to analyze paint, and does not refer to laboratory-grade units or portable instruments designed to analyze soil.

Source: USHUD Guidelines

4.0 Limitations

The information provided in this report was compiled from field notes, instrument data, and visual assessment. Observations noted and recorded are intended to represent the conditions that existed at the subject site at the time and date that the observations were made. The results of this inspection are applicable to the specified buildings on the date(s) indicated in this report. Future activities at these buildings may alter the results of this report.

All surfaces tested have been assigned a paint condition. These designations are either intact, or deteriorated. Areas where deteriorated paint was observed (peeling, chipping, flaking and chalking) which may pose a lead hazard have been distinguished with the letter "D" in the Summary and Sequential Page of this report. Locations where lead-based paint has been considered intact by the inspector at the time of inspection have been distinguished with the letter "I".

Determinations of lead-based paint were subject to the accessibility of individual areas or spaces. Walls were assigned the letters A, B, C, or D for purposes of reading this report and understanding which wall in a particular room was sampled. The wall regarded as "A" wall will always be the address side wall of the school. Walls B, C, and D shall follow clockwise in succession.

Contractors shall be aware the XRF device is used for non-residential inspections as a screening tool only. According to OSHA, only personal air monitoring results can be used to clearly demonstrate that employees will not be exposed at, or above, the lead action level during any process, operation, or activity. For the purpose of the OSHA regulation, any paint chip or XRF result over zero must be considered lead-based paint.

5.0 Conclusions

A limited XRF lead-based paint inspection was performed by Envoy at 600 North Franklin Street, Syracuse New York. The inspection was conducted on December 13, 2019 in order to identify building components containing lead-based paint.

The limited XRF inspection identified fifteen (15) locations of lead-based paint (as defined by USHUD) on the surfaces tested.

The Summary page for XRF data is located in Appendix A. This summary includes all positive lead-based paint readings, which indicate the components that were determined to have instrument readings at or over the HUD abatement level of 1.0 mg/cm². The Sequential page for XRF data is located in Appendix B. This page represents each reading taken by the LPA-1 Lead Paint Analyzer.

A copy of this report will remain on file at Envoy's main office located at 57 Ambrose Street, Rochester, New York, 14608. EPA rules (40 CFR part 745) require all reports are maintained by the certified firm for no less than 3 years.

Envoy Environmental Services, Inc. appreciates this opportunity to provide these professional lead consulting services. For more information please contact our main office at (585) 454-1060.

Certified Lead Risk Assessor Ted Tronnes certifies the accuracy of this report on January 06, 2020.

 FOR:

Ted Tronnes
Lead Risk Assessor
Envoy Environmental Consultants, Inc.

Appendix A

Lead-Based Paint Summary Report

The Summary Report on the following page represents each positive reading taken by the LPA-1 Lead Based Paint Analyzer. Our investigation at the Sibley Corner project located at 600 North Franklin Street, Syracuse, New York resulted with fifteen (15) readings above the HUD/ EPA lead abatement standard of 1.0 mg/cm² in relation to the areas tested. These findings are based specifically on testing combinations selected by the inspector.

All parties shall be aware that any concentration of lead above zero, according to the OSHA standard, shall trigger the requirements set forth in 1926.62.

Interpreting the Summary of Lead Based Paint Inspection Report

EXAMPLE: Interior Room 001 6-1

- Interior Room - Interior room
- 001- Number of space/room/area tested. This does not correspond to room number.
- 6 - Refers to floor of building tested. In this case, the sixth floor.
- - 1 Refers to the room number where testing occurred on the specified floor. In this case, Room 1.

Lead Paint Standards

OSHA: >0.0 mg/cm², or >0.0% by weight

NYS/USHUD: >/= 1.0 mg/cm², or >/= 0.5% by weight

The following page consists of the Summary Report (lead-based paint readings) recorded by the LPA-1 Lead Based Paint Analyzer during the field inspection.

SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: Paradigm, LLC

Inspection Date: 12/13/19
 Report Date: 1/6/2020
 Abatement Level: 1.0
 Report No. S#02829 - 12/13/19 09:45
 Total Readings: 88 Actionable: 15
 Job Started: 12/13/19 09:45
 Job Finished: 12/13/19 11:52

600 North Franklin Street
 Syracuse, New York 13204

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
Interior Room 002 1-Grafek									
011	C	Wall	U Ctr		I	Block	White	1.0	QM
Interior Room 005 1-hallway									
027	C	FireDoor	Ctr		I	Metal	White	>9.9	QM
030	C	FireDoor	Ctr		I	Metal	White	5.3	QM
Interior Room 006 1-Bindery									
033	A	Wall	U Ctr		I	Ceramic	Tan	3.3	QM
040	B	ClngrAirPpe	Ctr		I	Metal	White	5.9	QM
Interior Room 007 1-Storage									
042	B	Column	Ctr		I	Wood	White	2.4	QM
Interior Room 008 2-EnvelDept									
052	C	Stringer	Ctr		I	Metal	Green	1.0	QM
055	C	FireDoor	Ctr		I	Metal	White	7.2	QM
Interior Room 009 2-FreightEl									
059	C	InnerDoor	Ctr		I	Wood	Yellow	1.0	QM
Interior Room 010 2-Shipping									
060	A	Wall	U Ctr		I	Brick	White	3.1	QM
064	B	Wall	U Ctr		I	Brick	White	4.9	QM
063	B	Column	Ctr		I	Wood	White	2.2	QM
Interior Room 011 3-Warehouse									
071	C	FoorDire	Ctr		I	Metal	Green	5.9	QM
Interior Room 012 3-Stairwell									
080	A	Wall	U Ctr		I	Wood	White	2.2	QM
081	A	Wall	U Ctr		I	Wood	Green	2.3	QM
----- End of Readings -----									

Appendix B

XRF Sequential Instrument Data

The Sequential Report on the following pages represents each reading taken by the LPA-1 Lead Based Paint Analyzer. These findings illustrate all testing combinations selected by the inspector including readings above and below the HUD abatement level of 1.0 mg/cm².

Before XRF testing begins, the inspector must ensure the instrument is operating properly. This is performed by calibrating the instrument. Readings on the Sequential Page specified as CALIBRATION are the instruments calibration readings taken before and after each inspection. If an inspection takes longer than 4 hours, CALIBRATION is then performed mid-shift.

During calibration, three readings are taken on a painted portion of the standard reference material and three readings are taken on the non-painted portion of the standard reference material. The standard reference material used in this inspection is commonly referred to as a NIST (Nation Institute of Standards and Technology) block which is composed of lead paint in the value of 1.0 mg/cm². The last three readings are taken on the back of the NIST block which is composed on a non-painted wood surface providing readings below the HUD/EPA standard of 1.0 mg/cm². These readings typically range from -0.1 mg/cm² to 0.3 mg/cm².

Once all CALIBRATION readings have been averaged representing successful results using the instruments Performance Characteristic Sheets, the XRF Lead-based inspection can begin.

LEAD PAINT INSPECTION REPORT

REPORT NUMBER: S#02829 - 12/13/19 09:45

INSPECTION FOR: Paradigm, LLC
6950 East Genesee Street
Fayetteville, New York 13066

PERFORMED AT: 600 North Franklin Street
Syracuse, New York 13204


INSPECTION DATE: 12/13/19

INSTRUMENT TYPE: R M D
MODEL LPA-1
XRF TYPE ANALYZER
Serial Number: 02829

ACTION LEVEL: 1.0 mg/cm²

OPERATOR LICENSE: LBP-R-166851-2

Envoy Environmental Consultants, Inc.
57 Ambrose Street
Rochester, New York 14608

SIGNED: 
Geoff Siebert

Date: 12.13.19

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Paradigm, LLC

Inspection Date: 12/13/19
 Report Date: 1/6/2020
 Abatement Level: 1.0
 Report No. S#02829 - 12/13/19 09:45
 Total Readings: 88
 Job Started: 12/13/19 09:45
 Job Finished: 12/13/19 11:52

600 North Franklin Street
 Syracuse, New York 13204

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint		Color	Lead (mg/cm ²)	Mode
						Cond	Substrate			
1		CALIBRATION							0.8	TC
2		CALIBRATION							0.7	TC
3		CALIBRATION							0.8	TC
4		CALIBRATION							-0.2	TC
5		CALIBRATION							-0.3	TC
6		CALIBRATION							-0.3	TC
7	001	1-Flat Dept	A Wall	U Ctr		I Drywall		White	-0.2	QM
8	001	1-Flat Dept	C Column	Ctr		I Wood		Blue	-0.1	QM
9	001	1-Flat Dept	C Column	Ctr		I Wood		White	-0.1	QM
10	002	1-Grafek	A Wall	U Ctr		I Ceramic		White	-0.5	QM
11	002	1-Grafek	C Wall	U Ctr		I Block		White	1.0	QM
12	002	1-Grafek	C Wall	U Ctr		I Wood		White	-0.4	QM
13	002	1-Grafek	C Wall	U Ctr		I Wood		White	-0.5	QM
14	002	1-Grafek	D Wall	U Ctr		I Wood		White	-0.3	QM
15	002	1-Grafek	A Column	Ctr		I Wood		White	0.1	QM
16	002	1-Grafek	A ClngrBeam	Ctr		I Wood		White	-0.1	QM
17	002	1-Grafek	A Column	Ctr		I Metal		White	-0.6	QM
18	002	1-Grafek	A ClngrDuct	Ctr		I Metal		White	-0.7	QM
19	002	1-Grafek	C SprnklrPip	Ctr		I Metal		Red	-0.5	QM
20	003	1-Art Dept	B Wall	U Ctr		I Drywall		White	-0.3	QM
21	003	1-Art Dept	C Wall	U Ctr		I Drywall		White	-0.2	QM
22	003	1-Art Dept	B Column	Ctr		I Drywall		White	-0.6	QM
23	003	1-Art Dept	B Door	Ctr		I Metal		White	-0.1	QM
24	003	1-Art Dept	B DoorCase	Ctr		I Metal		White	-0.3	QM
25	003	1-Art Dept	A Wall	U Ctr		I Brick		Cream	-0.3	QM
26	004	1-DvMarOffc	D Wall	U Ctr		I Drywall		Blue	-0.4	QM
27	005	1-hallway	C FireDoor	Ctr		I Metal		White	>9.9	QM
28	005	1-hallway	C Wall	U Ctr		I Brick		White	-0.3	QM
29	005	1-hallway	C Wall	U Ctr		I Brick		Blue	-0.3	QM
30	005	1-hallway	C FireDoor	Ctr		I Metal		White	5.3	QM
31	005	1-hallway	C ElevtrDoor	Ctr		I Metal		Green	0.0	QM
32	005	1-hallway	C ElvtrDrCase	Ctr		I Metal		Green	-0.4	QM
33	006	1-Bindery	A Wall	U Ctr		I Ceramic		Tan	3.3	QM
34	006	1-Bindery	A Wall	U Ctr		I Brick		White	-0.3	QM
35	006	1-Bindery	D Door	Ctr		I Wood		Brown	-0.1	QM
36	006	1-Bindery	D DoorCase	Ctr		I Wood		Brown	-0.3	QM
37	006	1-Bindery	D Wall	U Ctr		I Block		White	-0.4	QM
38	006	1-Bindery	B Column	Ctr		I Metal		White	-0.6	QM
39	006	1-Bindery	B ClngrBeam	Ctr		I Metal		White	-0.2	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Paradigm, LLC

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
40	006	1-Bindery	B ClngrAirPpe		Ctr	I Metal		White	5.9	QM
41	006	1-Bindery	B Floor		Ctr	I Concrete		Blue	-0.6	QM
42	007	1-Storage	B Column		Ctr	I Wood		White	2.4	QM
43	007	1-Storage	B Ceiling		Ctr	I Wood		White	-0.5	QM
44	008	2-EnvelDept	A Wall		U Ctr	I Drywall		White	-0.3	QM
45	008	2-EnvelDept	A Wall		U Ctr	I Drywall		Blue	-0.3	QM
46	008	2-EnvelDept	C #3DoorCase		Ctr	I Metal		Brown	-0.3	QM
47	008	2-EnvelDept	C Wall		U Ctr	I Brick		White	-0.4	QM
48	008	2-EnvelDept	C Wall		U Ctr	I Brick		Blue	-0.4	QM
49	008	2-EnvelDept	C #6Door		Ctr	I Metal		Brown	-0.4	QM
50	008	2-EnvelDept	C #6DoorCase		Ctr	I Metal		Brown	-0.4	QM
51	008	2-EnvelDept	C Handrail		Ctr	I Metal		Yellow	-0.1	QM
52	008	2-EnvelDept	C Stringer		Ctr	I Metal		Green	1.0	QM
53	008	2-EnvelDept	C Floor		Ctr	I Concrete		Gray	-0.7	QM
54	008	2-EnvelDept	A Column		Ctr	I Wood		White	-0.1	QM
55	008	2-EnvelDept	C FireDoor		Ctr	I Metal		White	7.2	QM
56	008	2-EnvelDept	C EleDoorCase		Ctr	I Metal		Brown	-0.4	QM
57	008	2-EnvelDept	C EleDoorCase		Ctr	I Metal		Brown	-0.6	QM
58	009	2-FreightEl	D Wall		U Ctr	I Wood		Blue	-0.5	QM
59	009	2-FreightEl	C InnerDoor		Ctr	I Wood		Yellow	1.0	QM
60	010	2-Shipping	A Wall		U Ctr	I Brick		White	3.1	QM
61	010	2-Shipping	C Wall		U Ctr	I Drywall		White	-0.3	QM
62	010	2-Shipping	C Floor		Ctr	I Wood		Gray	-0.2	QM
63	010	2-Shipping	B Column		Ctr	I Wood		White	2.2	QM
64	010	2-Shipping	B Wall		U Ctr	I Brick		White	4.9	QM
65	011	3-Warehouse	A Wall		U Ctr	I Brick		White	0.1	QM
66	011	3-Warehouse	B Wall		U Ctr	I Brick		White	-0.4	QM
67	011	3-Warehouse	C Wall		U Ctr	I Wood		White	0.3	QM
68	011	3-Warehouse	D Wall		U Ctr	I Wood		Green	0.1	QM
69	011	3-Warehouse	C FrghtELDR		Ctr	I Metal		Gray	0.1	QM
70	011	3-Warehouse	C FrgtELDrCse		Ctr	I Metal		Gray	-0.6	QM
71	011	3-Warehouse	C FoorDire		Ctr	I Metal		Green	5.9	QM
72	011	3-Warehouse	C ElectricBox		Ctr	I Metal		Yellow	-0.6	QM
73	011	3-Warehouse	C FloorStrip		Ctr	I Wood		Yellow	-0.3	QM
74	011	3-Warehouse	C FloorStrip		Ctr	I Wood		White	-0.3	QM
75	011	3-Warehouse	C Floor		Ctr	I Concrete		Red	-0.6	QM
76	012	3-Stairwell	B Handrail		Ctr	I Wood		Green	-0.4	QM
77	012	3-Stairwell	B StairTread		Ctr	I Wood		Brown	-0.4	QM
78	012	3-Stairwell	B StairRiser		Ctr	I Wood		Brown	0.0	QM
79	012	3-Stairwell	B Floor		Ctr	I Wood		Brown	-0.2	QM
80	012	3-Stairwell	A Wall		U Ctr	I Wood		White	2.2	QM
81	012	3-Stairwell	A Wall		U Ctr	I Wood		Green	2.3	QM
82	012	3-Stairwell	B SprnklrPipe		Ctr	I Metal		Red	-0.3	QM
83		CALIBRATION							0.8	TC
84		CALIBRATION							0.7	TC
85		CALIBRATION							0.7	TC
86		CALIBRATION							-0.2	TC

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Paradigm, LLC

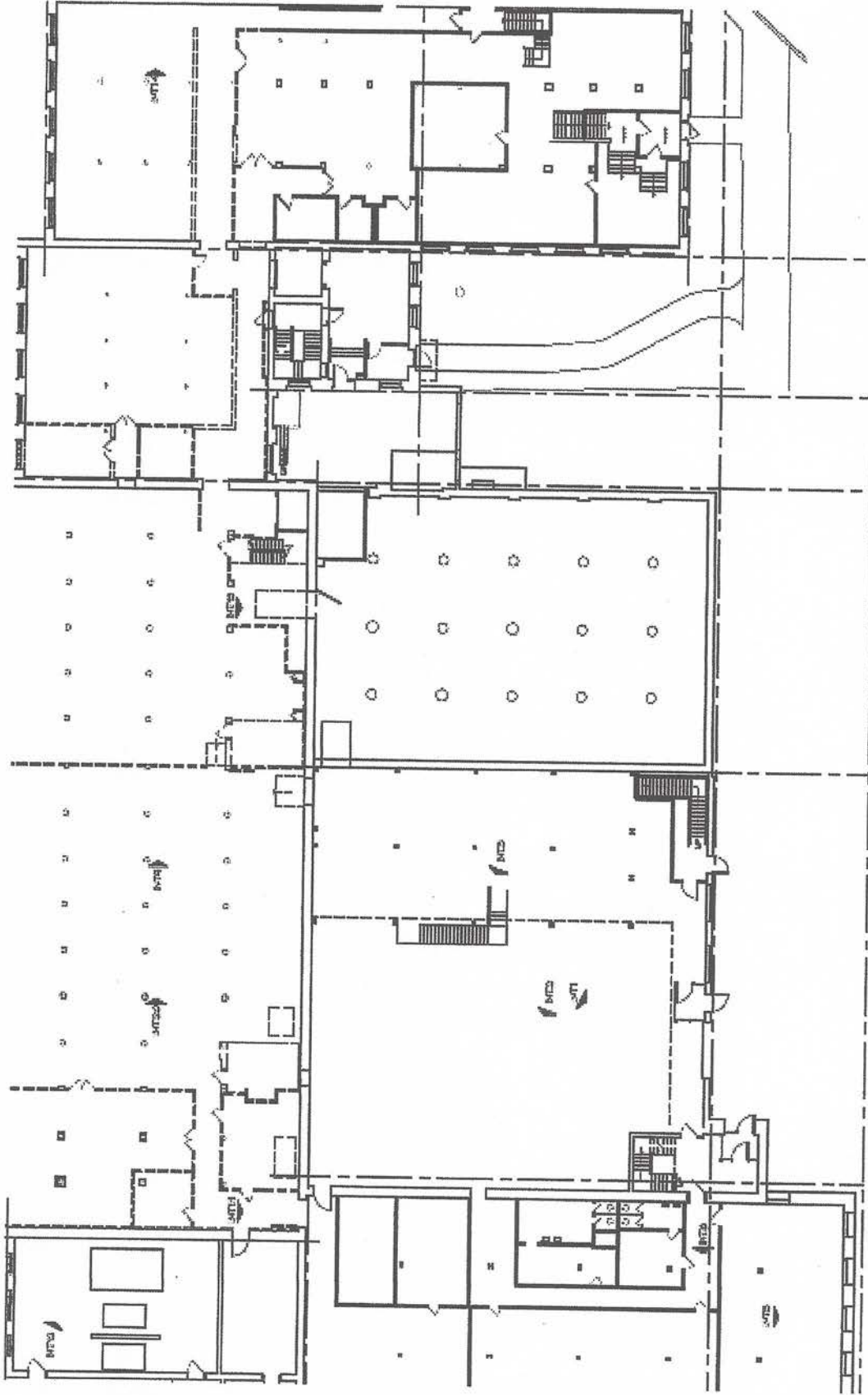
Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
87		CALIBRATION							-0.3	TC
88		CALIBRATION							-0.3	TC
----- End of Readings -----										

A

B

C

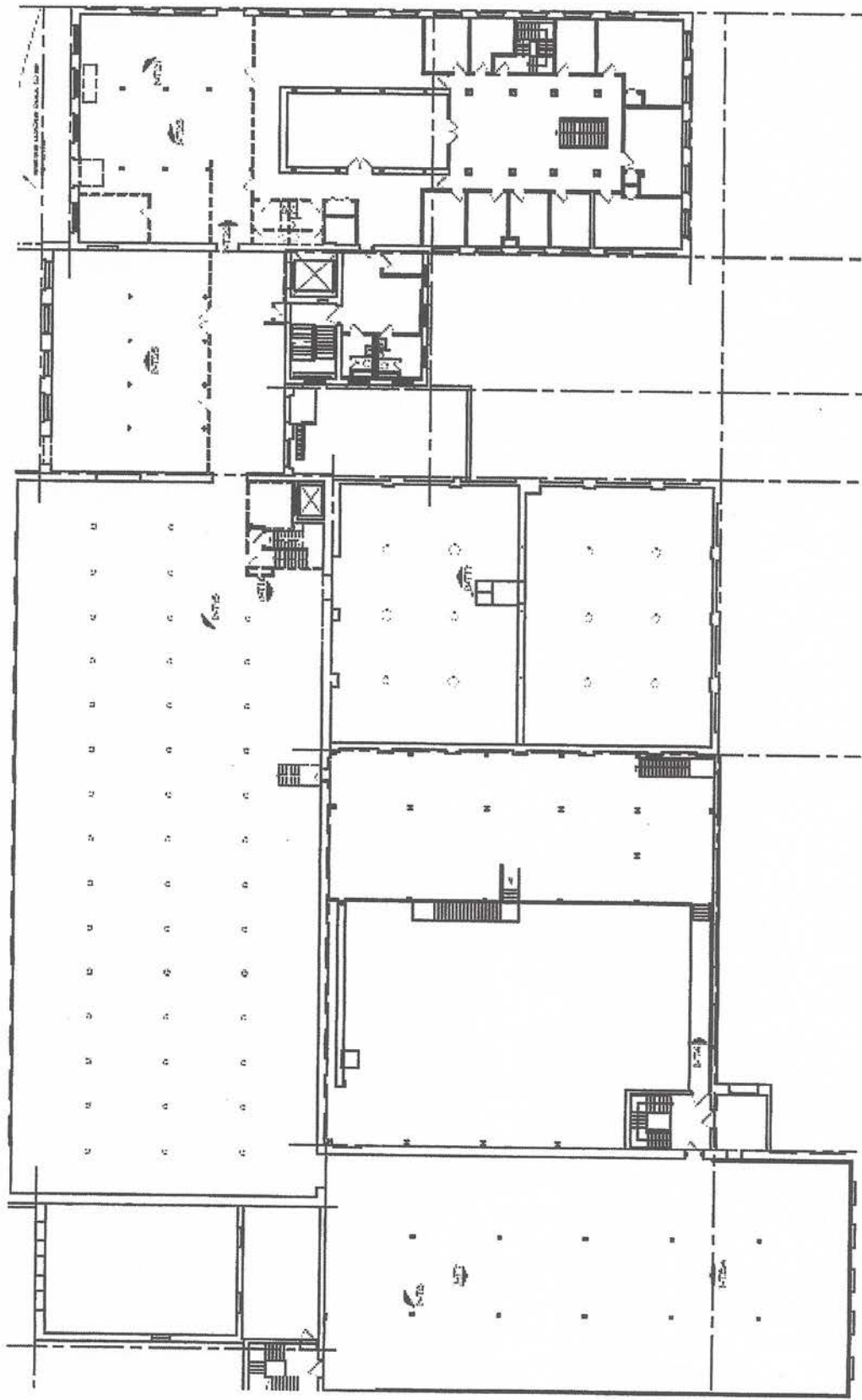
D



Client: Paradigm, LLC
 Location: 600 North Franklin Street, Syracuse, New York
 Work Area: 1st Floor
 Work Performed: Limited XRF-Paint Based Inspection
 Date: December 13, 2019
 Project #: E19-1492

ENVOY
environmental consultants, inc.

A



B

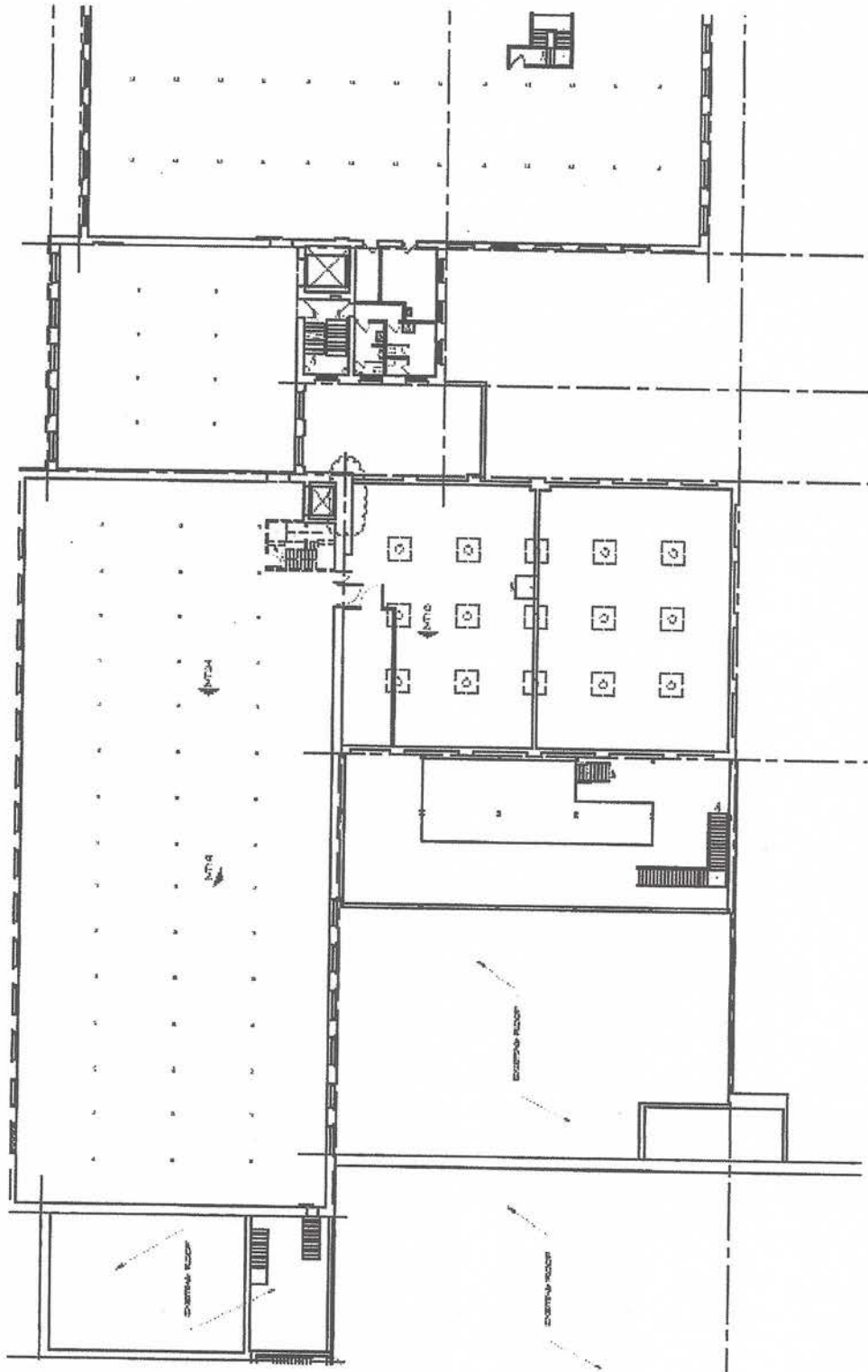
C

D

Client: Paradigm, LLC
 Location: 600 North Franklin Street, Syracuse, New York
 Work Area: 2nd Floor
 Work Performed: Limited XRF-Paint Based Inspection
 Date: December 13, 2019
 Project #: E19-1492

ENVOY
environmental consultants, inc.

A



B

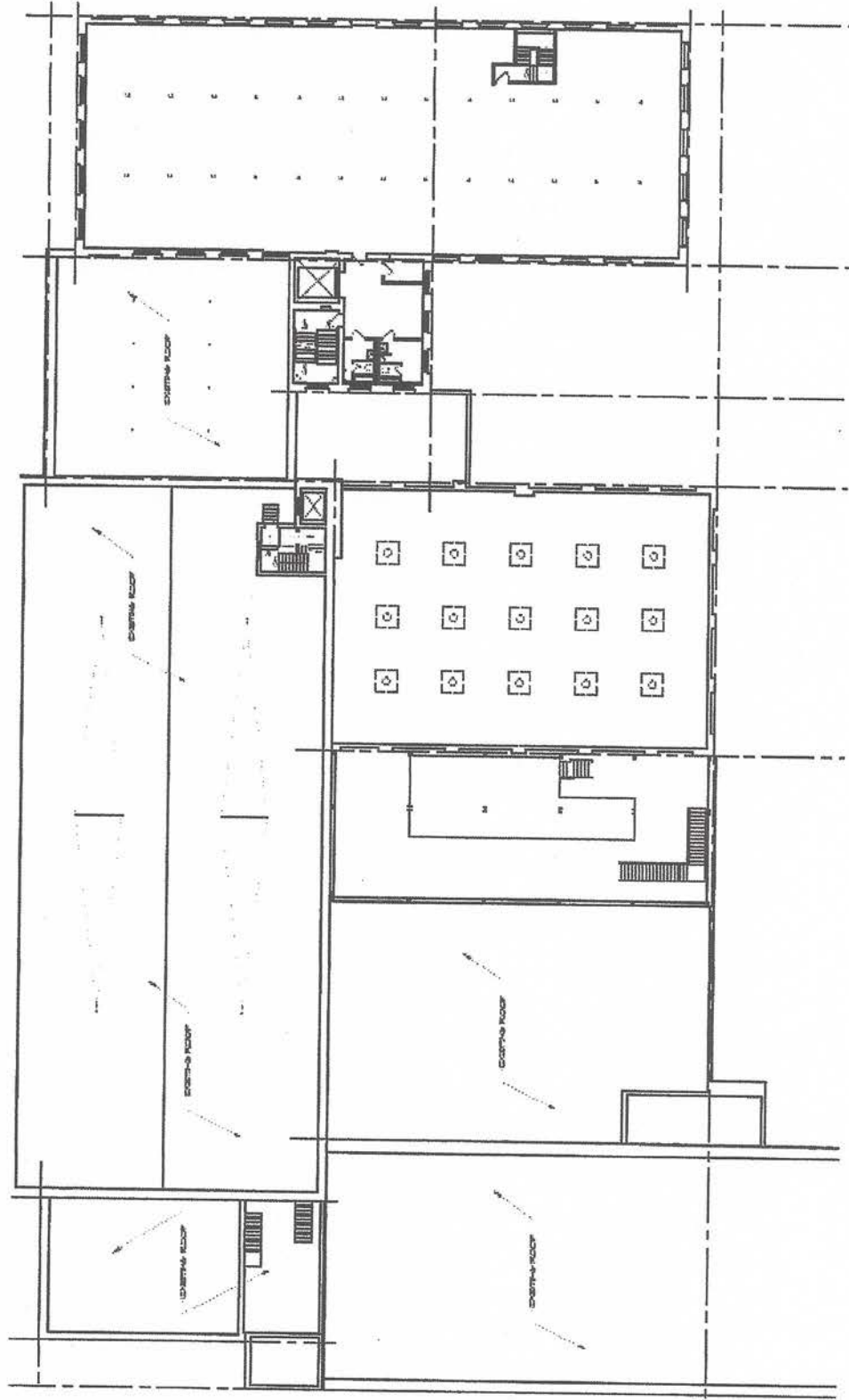
C

D

Client: Paradigm, LLC
 Location: 600 North Franklin Street, Syracuse, New York
 Work Area: 3rd Floor
 Work Performed: Limited XRF-Paint Based Inspection
 Date: December 13, 2019
 Project #: E19-1492

ENVOY
environmental consultants, inc.

A



B

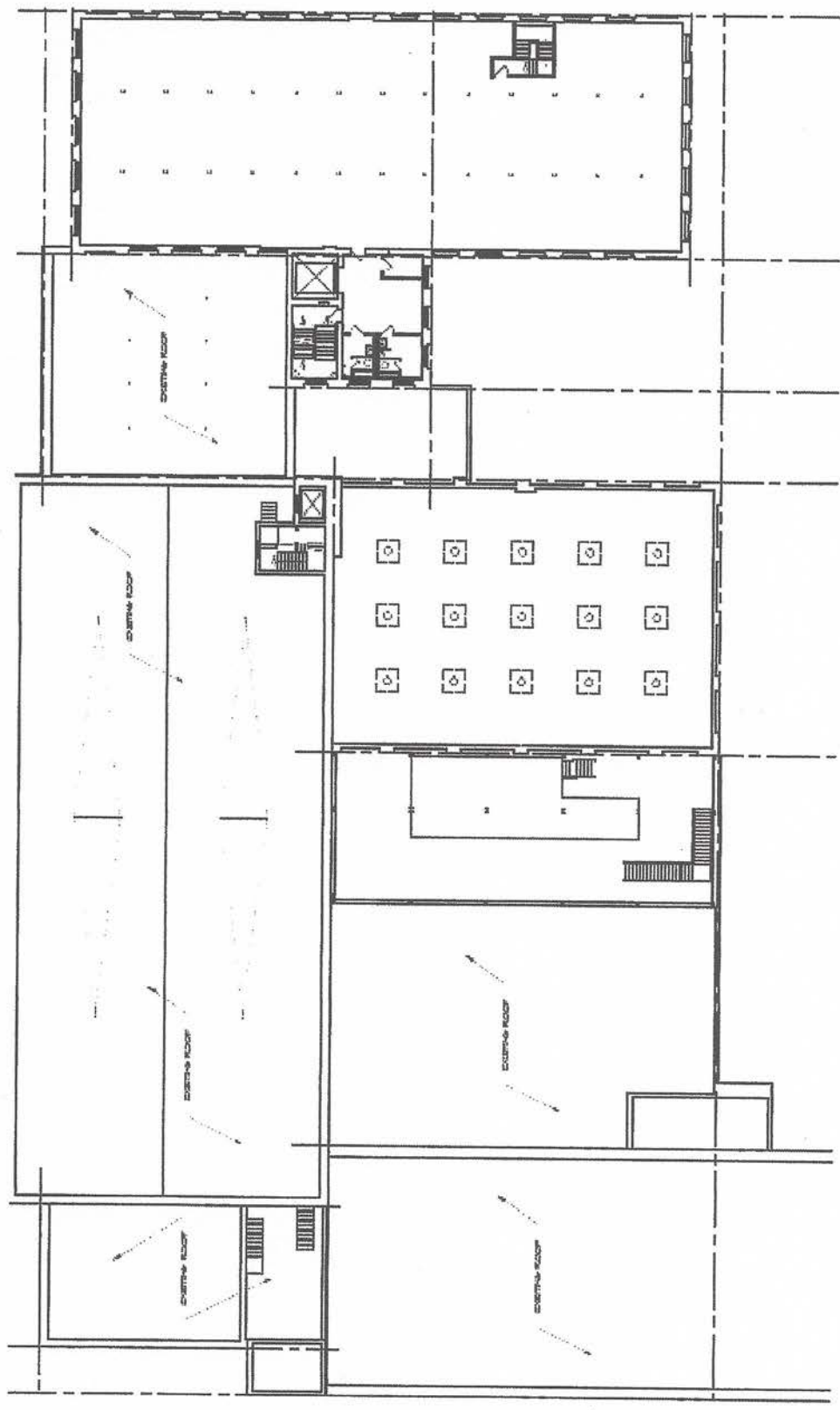
C

D

Client: Paradigm, LLC
 Location: 600 North Franklin Street, Syracuse, New York
 Work Area: 4th Floor
 Work Performed: Limited XRF-Paint Based Inspection
 Date: December 13, 2019
 Project #: E19-1492

ENVOY
environmental consultants, inc.

A



B

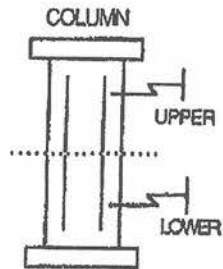
C

D

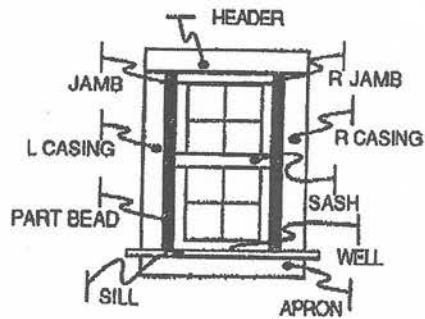
Client: Paradigm, LLC
 Location: 600 North Franklin Street, Syracuse, New York
 Work Area: 5th Floor
 Work Performed: Limited XRF-Paint Based Inspection
 Date: December 13, 2019
 Project #: E19-1492

ENVOY
environmental consultants, inc.

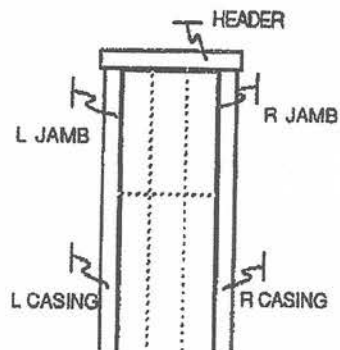
XRF Component Identification Sheet



Column Components

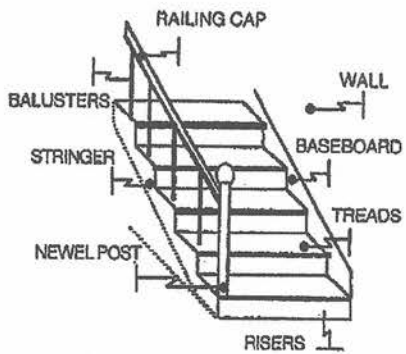


Window Components

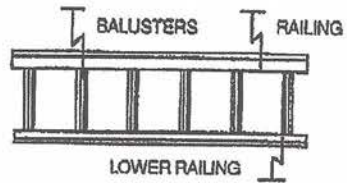


Door Components

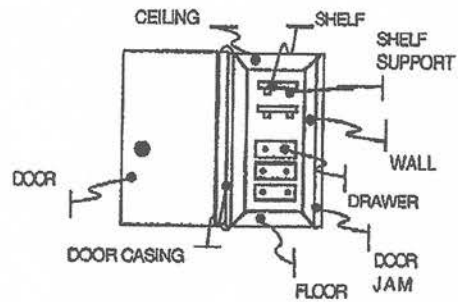
XRF Component Identification Sheet



Staircase Components



Railing Components



Closet Components

Performance Characteristic Sheet

EFFECTIVE DATE: December 1, 2006

EDITION NO.: 5

MANUFACTURER AND MODEL:

Make: *Radiation Monitoring Devices*Model: *LPA-1*Source: *⁵⁷Co*

Note: This sheet supersedes all previous sheets for the XRF instrument of the make, model, and source shown above for instruments sold or serviced after June 26, 1995. For other instruments, see prior editions.

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Quick mode or 30-second equivalent standard (Time Corrected) mode readings.

XRF CALIBRATION CHECK LIMITS:

0.7 to 1.3 mg/cm ² (inclusive)

SUBSTRATE CORRECTION:

For XRF results below 4.0 mg/cm², substrate correction is recommended for:

Metal using 30-second equivalent standard (Time Corrected) mode readings.
None using quick mode readings.

Substrate correction is not needed for:

Brick, Concrete, Drywall, Plaster, and Wood using 30-second equivalent standard (Time Corrected) mode readings
Brick, Concrete, Drywall, Metal, Plaster, and Wood using quick mode readings

THRESHOLDS:

30-SECOND EQUIVALENT STANDARD MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm ²)
Results corrected for substrate bias on metal substrate only	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	0.9
	Plaster	1.0
	Wood	1.0

QUICK MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm ²)
Readings not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted on approximately 150 test locations in July 1995. The instrument that performed testing in September had a new source installed in June 1995 with 12 mCi initial strength.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm² in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm² film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

SUBSTRATE CORRECTION VALUE COMPUTATION :

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm² for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm² at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm². Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm² NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

$$\text{Correction value} = (1^{\text{st}} + 2^{\text{nd}} + 3^{\text{rd}} + 4^{\text{th}} + 5^{\text{th}} + 6^{\text{th}} \text{ Reading}) / 6 - 1.02 \text{ mg/cm}^2$$

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use either the Quick Mode or 30-second equivalent standard (Time Corrected) Mode readings.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

BIAS AND PRECISION:

Do not use these bias and precision data to correct for substrate bias. These bias and precision data were computed without substrate correction from samples with reported laboratory results less than 4.0 mg/cm² lead. The data which were used to determine the bias and precision estimates given in the table below have the following properties. During the July 1995 testing, there were 15 test locations with a laboratory-reported result equal to or greater than 4.0 mg/cm² lead. Of these, one 30-second standard mode reading was less than 1.0 mg/cm² and none of the quick mode readings were less than 1.0 mg/cm². The instrument that tested in July is representative of instruments sold or serviced after June 26, 1995. These data are for illustrative purposes only. Actual bias must be determined on the site. Results provided above already account for bias and precision. Bias and precision ranges are provided to show the variability found between machines of the same model.

30-SECOND STANDARD MODE READING MEASURED AT	SUBSTRATE	BIAS (mg/cm ²)	PRECISION* (mg/cm ²)
0.0 mg/cm ²	Brick	0.0	0.1
	Concrete	0.0	0.1
	Drywall	0.1	0.1
	Metal	0.3	0.1
	Plaster	0.1	0.1
	Wood	0.0	0.1
0.5 mg/cm ²	Brick	0.0	0.2
	Concrete	0.0	0.2
	Drywall	0.0	0.2
	Metal	0.2	0.2
	Plaster	0.0	0.2
	Wood	0.0	0.2
1.0 mg/cm ²	Brick	0.0	0.3
	Concrete	0.0	0.3
	Drywall	0.0	0.3
	Metal	0.2	0.3
	Plaster	0.0	0.3
	Wood	0.0	0.3
2.0 mg/cm ²	Brick	-0.1	0.4
	Concrete	-0.1	0.4
	Drywall	-0.1	0.4
	Metal	0.1	0.4
	Plaster	-0.1	0.4
	Wood	-0.1	0.4

*Precision at 1 standard deviation.

CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than the upper boundary of the inconclusive range, and negative if they are less than the lower boundary of the inconclusive range, or inconclusive if in between. The inconclusive range includes both its upper and lower bounds. Earlier editions of this *XRF Performance Characteristic Sheet* did not include both bounds of the inconclusive range as "inconclusive." While this edition of the Performance Characteristics Sheet uses a different system, the specific XRF readings that are considered positive, negative, or inconclusive for a given XRF model and substrate remain unchanged, so previous inspection results are not affected.

DOCUMENTATION:

An EPA document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD. A HUD document titled *A Nonparametric Method for Estimating the 5th and 95th Percentile Curves of Variable-Time XRF Readings Based on Monotone Regression* provides supplemental information on the methodology for variable-time XRF instruments. A copy of this document can be obtained from the HUD lead web site, www.hud.gov/offices/lead.

This XRF Performance Characteristic Sheet was developed by QuanTech, Inc., under a contract from the U.S. Department of Housing and Urban Development (HUD). HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

United States Environmental Protection Agency

This is to certify that

Envoy Environmental Consultants, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

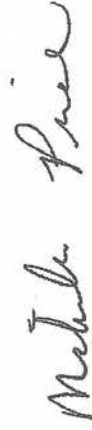
This certification is valid from the date of issuance and expires May 03, 2021

LBP-2017-1

Certification #

March 13, 2018

Issued On

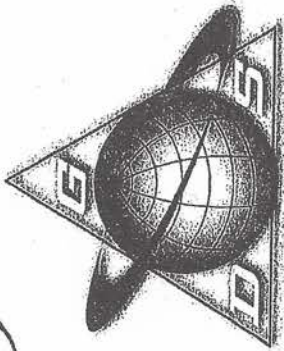


Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



Certificate of Commendation



For Radiation Safety

ENVOY ENVIRONMENTAL

CONSULTANTS INC
460 STATE ST STE 205
ROCHESTER, NY 14608

*Has shown exceptional concern for the health and well-being of its employees and visitors.
Global Dosimetry Solutions, Inc. certifies that since 05/25/2003, occupational radiation
dosimeters have been provided for those employees and areas monitored at this facility.
Management is to be commended for maintaining a radiation safe working environment.*

Radiation monitoring services provided by:

GLOBAL DOSIMETRY SOLUTIONS, INC.
(Formerly ICN Dosimetry Service)
3300 Hyland Avenue
Costa Mesa, CA 92626 USA

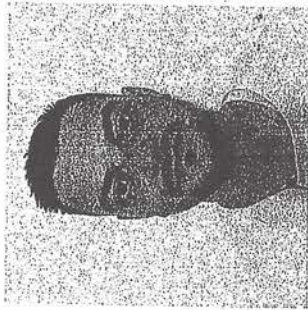
Authorized by: _____

A stylized, cursive signature in black ink.

Sandi Nemecek
President

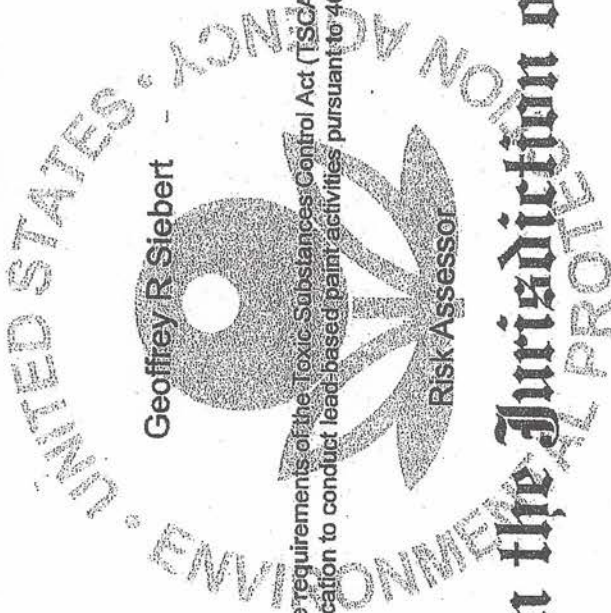
United States Environmental Protection Agency

This is to certify that



Geoffrey R Siebert

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:



Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires August 31, 2022

LBP-R-1166851-2

Certification #

August 27, 2019

Issued On

A handwritten signature in black ink, appearing to read "John Gorman".

John Gorman, Chief

Pesticides & Toxic Substances Branch



PARADIGM
ENVIRONMENTAL, LLC.

Asbestos Pre-Renovation Survey Report

prepared for:

WH Lane Construction
113 Court Street
Binghamton, New York 13901

performed by:

Paradigm Environmental, LLC
6950 East Genesee Street
Fayetteville, New York 13066

performed at:

600 North Franklin Street
Syracuse, New York 13204

December 13, 2019



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PARADIGM
ENVIRONMENTAL, LLC.

Section #1: Project Information

Project Description:	Asbestos Pre-Renovation Survey 600 North Franklin Street Syracuse, New York 13204
Client:	WH Lane Construction 113 Court Street Binghamton, New York 13901 Mr. Mark Lane mlane@whlane.com
Survey Performed by:	Paradigm Environmental, LLC. 6950 East Genesee Street Fayetteville, New York 13066 315.455.2714 (phone) 315.455.3022 (fax) NYS DOL Asbestos Handling License 130569
Bulk Sampling Performed by:	Mitchell Blackwell NYSDOL Certificate AH17.25242
Dates Performed:	November 26 & December 3, 2019
PLM Friable Bulk Sample Analysis Performed by:	Paradigm Environmental, LLC. 6950 East Genesee Street Fayetteville, New York 13066 NYS DOH ELAP #11555
PLM/TEM NOB Bulk Sample Analysis Performed by:	Paradigm Environmental Services, Inc. 1815 Love Road Grand Island, New York 14072 NYS DOH ELAP #11955



Section #2: Project Overview

At your request, Paradigm Environmental, LLC. (**PARADIGM**) conducted a pre-renovation asbestos survey at 600 North Franklin Street, Syracuse, New York 13204. The survey was conducted in accordance with the requirements outlined in the New York State Department of Labor's (NYSDOL) asbestos standard (12 NYCRR Part 56) as specified in Subpart 56-5.1 "Asbestos Survey Requirements for Building/Structure Demolition, Renovation, Remodeling and Repair".

NYSDOL Certified Asbestos Inspector Mitchell Blackwell (NYSDOL Certificate AH17.25242) performed the asbestos survey.

Project services provided by **PARADIGM** included the following:

1. Inspection of the subject structure by NYSDOL certified asbestos inspectors;
2. Collection of bulk samples of suspect asbestos-containing materials (ACM) and subsequent analysis by New York State Department of Health (NYSDOH) approved laboratories;
3. Preparation of this report.



Section #3: Methodologies

Inspection Procedures:

The inspection done in accordance with the requirements outlined in the NYSDOL asbestos standard (12 NYCRR Part 56) as specified in subpart 56-5.1 “Asbestos Survey Requirements for Building/Structure Demolition, Renovation, Remodeling and Repair”.

This section of the regulation states that in the absence of applicable building plans or records, the identification of asbestos or asbestos material shall be by the sampling and analysis of suspect material with analysis by a NYSDOH certified laboratory (see 56-4.2).

Each area was inspected by visual means to identify potential ACM. Inspection personnel assessed each suspect material to determine whether it represented a friable, non-friable or non-friable organically bound (NOB) material. The materials were identified, quantified and sampled for subsequent laboratory analysis.

ACM quantities were obtained using measurements made in the field by inspection personnel. Quantities are estimates and should be field verified.

Analytical Services:

Paradigm Environmental, LLC. (NYSDOH ELAP #11555) performed Polarized Light Microscopy (PLM) on all friable samples. Paradigm Environmental Services, Inc. (NYSDOH ELAP #11955) performed PLM and Transmission Electron Microscopy (TEM) on all NOB samples.

Friable bulk samples were analyzed using the Stratified Point Count Method with Polarized Light Microscopy and Dispersion Staining (PLM/DS) techniques. Samples were examined for homogeneity and preliminary fiber identification using a low powered stereoscopic binocular microscope. Positive identification of any asbestos fibers present was made using the Polarized Light Microscope.

NYSDOH regulations require that Non-Friable Organically Bound (NOB) materials (i.e. roofing membranes and adhesives) that are found to be non-asbestos containing by the PLM/DS method must be re-analyzed by the TEM method to confirm the PLM/DS results or be assumed ACM. Non-friable Organically Bound materials were analyzed using Polarized Light Microscopy with Gravimetric Matrix Reduction (GMR). If no asbestos was detected utilizing PLM/GMR, the sample was then analyzed by TEM methods. TEM analysis was performed in accordance with ELAP “TEM Method for Identifying and Quantitating Asbestos in Non-Friable Organically Bound Bulk Samples”, Revision 198.4, 8/3/92.

The EPA defines ACM as any material that contains greater than 1% by weight of asbestos.



Section #4: Summary of Findings

All ACM identified by PARADIGM are listed in the tables below.

Invasive core sampling was performed to ensure all suspect materials were sampled, however, in the event that suspect materials are discovered during demolition, which were not recognized in this survey, additional samples should be collected and analyzed for asbestos content or should be assumed ACM.

Asbestos Containing Material

Ninety-four (94) samples were collected and analyzed for asbestos content. Suspect materials and analytical results are in Table I below. ACM is listed in Table II. If any suspect materials are found during demolition (TSI, flooring, etc.) that were not identified in this survey, those materials should be tested or assumed to be ACM.

As per NYSDOL ICR 56-2.1 (p), an Asbestos Containing Material (ACM) is defined as any material containing greater than one percent (1%) of asbestos, also known as Asbestos Material. Samples determined to be as ACM are identified by **bold type and are highlighted in yellow**.



Section #5: Tables

Table 1 – ACM Analysis Results & Quantities						
Material	Location	Condition	Field ID Number	Lab Result	Quantity of ACM	Sample Type
9"x9" Floor Tiles & Black Mastic	2 nd Floor Vacant Space Bottom Flooring Layer	Intact	1-4	ACM	7,200 square feet	NOB
Yellow Floor Tile Mastic	2 nd Floor Vacant Space on Top of ACM Floor Tiles	Intact	5, 6	ACM		NOB
12"x12" Floor Tiles	2 nd Floor Vacant Space on Top of ACM Floor Tiles	NA	7, 8	No Asbestos Detected	0	NOB
Grout	2 nd Floor Vacant Space	NA	9, 10	No Asbestos Detected	0	Friable
Various Cove Base & Adhesive	Throughout	NA	11-14, 61-64	No Asbestos Detected	0	NOB
Yellow Cove Base Mastic	2 nd Floor Printing Area/Storage	Intact	77	ACM	15 square feet	NOB
Skim Coat & Plaster	Throughout	NA	15-28	No Asbestos Detected	0	Friable
Black Caulk	2 nd Floor Vacant Space on Walls	NA	29, 30	No Asbestos Detected	0	NOB



Table 1 – ACM Analysis Results & Quantities

Material	Location	Condition	Field ID Number	Lab Result	Quantity of ACM	Sample Type
TSI & Elbows	1 st Floor, 2 nd Floor Vacant Space, West End of 3 rd Floor (Between 2 nd & 3 rd Floor)	Intact	31-36, 84-86	ACM	150 linear feet	Friable
Drywall & Joint Compound	1 st Floor Storage Area, 2 nd Floor Vacant Space, Printing - Storage Area	NA	37-42, 56-60, 67-73	No Asbestos Detected	0	Friable
White Plaster/Patching Debris	Boiler Room Ceiling & Floor	NA	43-45	No Asbestos Detected	0	Friable
Olive Green 12"x12" Floor Tiles & Black Mastic	1 st Floor Storage Area	Intact	46-49	ACM	6,000 square feet	NOB
Gray, White 12"x12" Floor Tiles w/Yellow & Gray Mastic	1 st Floor Storage Area	NA	50-55	Trace	0	NOB
2'x4' Ceiling Tiles	1 st & 2 nd Floor	NA	65, 66, 78, 79	No Asbestos Detected	0	Friable
White 12"x12" Floor Tiles	2 nd Floor Printing Area	NA	80, 81	No Asbestos Detected	0	NOB
Tan/Black Fiberglass Insulation Backing	2 nd Floor Above Suspended Ceiling on Fiberglass Insulated Pipes	Intact	82, 83	No Asbestos Detected	1,000 linear feet	NOB



Table 1 - ACM Analysis Results & Quantities						
Material	Location	Condition	Field ID Number	Lab Result	Quantity of ACM	Sample Type
Black Cork Mastic	West Side of 3 rd Floor-Storage Area	NA	87, 88	No Asbestos Detected	0	NOB
Brown Fiberglass Insulation	5 th Floor Storage Area Walls	NA	89, 90	No Asbestos Detected	0	Friable
Black Tar Coating	5 th Floor Storage Area Walls-Coating on Brown Fiberglass Insulation	Intact	93, 94	ACM	8,000 square feet	NOB
Silver Coat	5 th Floor Storage Area Walls-on Black Tar Coating	NA	91, 92	No Asbestos Detected	0	NOB



Table II – Asbestos Table

Material	Location	Condition	Field ID Number	Lab Result	Quantity of ACM	Sample Type
9"x9" Floor Tiles & Black Mastic	2 nd Floor Vacant Space-Bottom Flooring Layer	Intact	1-4	ACM	7,200 square feet	NOB
Yellow Floor Tile Mastic	2 nd Floor Vacant Space on Top of ACM Floor Tiles	Intact	5, 6	ACM		NOB
Yellow Cove Base Mastic	2 nd Floor Printing Area/Storage	Intact	77	ACM	15 square feet	NOB
TSI & Elbows	1 st Floor, 2 nd Floor Vacant Space, West End of 3 rd Floor (Between 2 nd & 3 rd Floor)	Intact	31-36, 84-86	ACM	150 linear feet	Friable
Olive Green 12"x12" Floor Tiles & Black Mastic	1 st Floor Storage Area	Intact	46-49	ACM	6,000 square feet	NOB
Tan/Black Fiberglass Insulation Backing	2 nd Floor Above Suspended Ceiling on Fiberglass Insulated Pipes	Intact	82, 83	No Asbestos Detected	1,000 linear feet	NOB
Black Tar Coating	5 th Floor Storage Area Walls-Coating on Brown Fiberglass Insulation	Intact	93, 94	ACM	8,000 square feet	NOB



Section #6: Recommendations

Introduction:

The Environmental Protection Agency (EPA) under the Asbestos Hazard Emergency Response Act (AHERA) divides ACM into three (3) categories. Although this legislation pertains to primary and secondary schools, it is widely referenced when organizing a management plan for the maintenance of ACM in buildings. The three categories of ACM used in buildings are as follows:

Thermal System Insulation

As the name suggests, these materials are limited to thermal applications. Examples of these materials include pipe insulation, pipe fitting insulation, boiler or furnace insulation and various gasket materials.

Surfacing Materials

Surfacing materials are sprayed or troweled onto a surface. Examples of surfacing materials include wall or ceiling plaster and fireproofing insulation.

Miscellaneous

All asbestos-containing materials found in buildings, which do not fall into the categories above, are considered to be miscellaneous materials. These materials include, but are not limited to, floor covering, adhesives, ceiling tiles and certain types of paneling (i.e. transite or galbestos panels). In addition, ACM can also be divided into two other classifications based on the likelihood of fiber release into the surrounding atmosphere (Friable vs. Non-Friable).

Friable Materials:

The materials that pose the greatest risk of airborne fiber release are friable materials. Friable materials are those materials, which can be crushed or pulverized, when dry, by hand pressure. These materials include, but are not limited to, pipe and pipe fitting insulation, boiler and hot water insulation, sprayed-on insulation (such as fireproofing) and troweled-on materials (such as decorative ceiling plaster). Particular attention should be paid to those materials that have been identified as in fair or poor condition. Since these materials are most likely to generate fiber release, and therefore pose the greatest risk of worker contamination, it is highly recommended that remedial action be implemented.



Non-friable Materials:

Non-friable materials are those materials that do not readily release fibers into the atmosphere since the fibers are locked within the matrix of the material. Examples of non-friable materials include floor tiles, linoleum, and adhesive-like materials such as mastics and roofing materials. Although these materials pose less of a risk to worker safety, they should still be taken seriously and properly maintained. It is important to realize that any ACM, when improperly or carelessly treated, poses a potential health risk.

Typical Remedial Measures:

Listed below are the four most common remedial actions generally available to prevent or limit the release of asbestos fibers from ACM.

- 1) **Implementation of an Operations & Maintenance (O&M) Program (12 NYCRR Part 56-3.2(d)(5) & OSHA Regulations):** A set of standard operating procedures is developed for use by in-house maintenance personnel. These procedures are developed to assist designated personnel in the cleanup of fibers previously released and to limit the potential for future asbestos exposure by instituting preventative measures (i.e. personnel training, material repairs, special clean-up procedures, etc.).
- 2) **Encapsulation (12 NYCRR Part 56-8.7):** Utilization of this remedial action is intended to limit potential fiber release by chemical means. This is accomplished by creating an impermeable barrier between the material and the environment with a bridging encapsulant, or by using a penetrating encapsulant that binds the material and its fibers together in a hard matrix.
- 3) **Encasement/Enclosure (12 NYCRR Part 56-8.8):** Enclosure of asbestos consists of constructing a permanent, physical, airtight impermeable barrier between the ACM and the environment. This is accomplished using material such as cement block, gypsum board, tongue and groove or spline jointed plywood, etc.
- 4) **Removal (12 NYCRR Part 56-1.1 to 56-12.4):** Removal of asbestos is the process by which ACM is stripped from its underlying substrate. Removal must be completed in a controlled manner to prevent building contamination. When completed properly, removal of ACM offers a permanent solution to the ACM problem by eliminating the material. However, removal can be very costly and time consuming. When done improperly, removal can result in significant contamination of a building or area and dramatically increase the potential for building occupant's exposure to airborne asbestos fibers.



Determining an appropriate remedial action is typically based on a hazard assessment that is prepared for ACM identified as a result of a completed building survey. These hazard assessments are generally based on several factors including the following:

- a. Whether or not the material is friable.
- b. The condition of the material (e.g. poor, fair, good).
- c. The potential for disturbance of the material.
- d. Activity in the area of the material (e.g. manufacturing processes, air current, etc.).
- e. Whether or not the area where the material is located is occupied.

A NYSDOL Licensed Asbestos Abatement Contractor must perform remedial activities in accordance with applicable local, state and federal regulations.



Section #7: Definitions

The following terms are used throughout this report. These definitions were derived from NYS DOL ICR 56-2.

Asbestos. Any naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile (serpentine), Amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.

Asbestos Containing Material (ACM). Any material containing greater than one percent (1%) of asbestos, also known as **Asbestos Material**.

Asbestos Survey. A thorough inspection for and identification of all PACM, suspect ACM, or asbestos material throughout the building/structure or portion thereof to be demolished, renovated, remodeled, or repaired. (See Subpart 56-5)

Bulk Sampling. Accepted methods for collecting samples of suspect materials for appropriate analyses by NYS ELAP approved laboratories, to determine asbestos content.

Category I Non-Friable ACM. NESHAP classification - Asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products, containing more than one percent (1%) asbestos, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Category II Non-Friable ACM. NESHAP classification - Any material, excluding Category I Non-Friable ACM, containing more than one percent (1%) asbestos, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure

Demolition. The wrecking or removal of any load-supporting structural member of a building or structure.

Friable. Any material that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure, or is capable of being released into the air by hand pressure.

Non-Asbestos Material. Any material documented to contain one percent (1%) or less of asbestos.

Non-Friable. Any material that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure, and is not capable of being released into the air by hand pressure.

Non-Friable Organically Bound (NOB) Asbestos Material. Non-friable asbestos materials embedded in flexible-to-rigid asphalt or vinyl matrices, including but not limited to flooring materials, adhesives, mastics, asphalt shingles, roofing materials and caulks.

Presumed Asbestos Containing Material (PACM). All Thermal System Insulations and Surfacing Materials found in buildings constructed no later than 1980. PACM is considered to be ACM unless proven otherwise by appropriate bulk sampling and laboratory analyses.



Regulated Asbestos-Containing Material (RACM). Friable ACM or PACM, Category I Non-friable ACM that has become friable or has been or will be subjected to sanding, grinding, cutting or abrading, or Category II Non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

Remodel. For purposes of this code, remodel shall mean the same as renovation.

Removal. Abatement, consisting of operations where ACM, PACM or asbestos material is removed or stripped from structures or substrates. This includes demolition operations.

Renovation. The altering of an existing building/structure, or a portion of building/structure components or systems, including the stripping, removal or abatement of ACM from a building or structure. Operations in which load supporting structural members are wrecked or taken out are demolitions.

Repair (Asbestos). Abatement, consisting of corrective action for a Minor Asbestos Project using required work practices to control fiber release from damaged ACM, PACM or asbestos material.

Repair. The replacement, overhaul, rebuilding, reconstructing or reconditioning of any part of a building/structure component or system with like or similar material or parts, due to damage or excessive wear.

Suspect Miscellaneous ACM. Any suspect asbestos-containing material that is not PACM, such as floor tiles, ceiling tiles, mastics/adhesives, sealants, roofing materials, cementitious materials, etc. A listing of typical suspect miscellaneous ACM can be found in NYSDOL ICR 56-5. All suspect miscellaneous ACM must be assumed to be ACM, unless proven otherwise by appropriate bulk sampling and laboratory analyses.

Surfacing Material. Material that is sprayed-on, troweled-on, or otherwise applied to surfaces (such as acoustical or finish plaster on ceilings and walls, and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes).

Thermal System Insulation. Insulation material applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat gain or loss.



Section #8: Final Notes

If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in ICR-56.

All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling or repair project shall be removed as per ICR-56, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of ICR-56. For multi-phased work, the access restriction for uncertified trades or personnel applies to each intermediate portion of the entire project.

Upon completion of the intermediate portion of the asbestos project, other trades or personnel may access that portion of the work site.

Unidentified and Unassessed Asbestos:

When any construction activity, such as demolition, remodeling, renovation or repair work, reveals PACM or suspect miscellaneous ACM that has not been identified by the asbestos survey, or has not been identified by other inspections as per current OSHA or EPA requirements, all activities shall cease in the area where the PACM or suspect miscellaneous ACM is found and the Asbestos Control Bureau shall be notified by telephone followed with a written notice in accordance with the notification requirements of ICR-56. Unassessed PACM or suspect miscellaneous ACM shall be treated and handled as ACM and assumed to be ACM, unless proven otherwise by standard EPA and OSHA accepted methods, including multilayered systems sampling protocols; subsequent analyses performed by a laboratory that meets the requirements ICR-56; and the analyses satisfies both NYS ELAP and federal requirements, including multilayered sample analyses, to document non-asbestos containing material.

The report represents the opinion of the reporting inspector at the time of the asbestos survey and accurately reflects Federal, State, and Local guidelines.

Due to know dangers and health effects of human exposure to airborne asbestos fibers, there exist both Federal and State regulations and recommendations which must be followed in the asbestos removal process.



PARADIGM
ENVIRONMENTAL, LLC.

Section #9: Disclaimer

This report is for your exclusive use and is only to be used as a guide in determining the presence and condition of Asbestos-Containing Materials in the subject premises at the time of the inspection.

All quantities of asbestos containing material are approximations. All quantities of asbestos containing materials should be field verified by prospective asbestos abatement contractors prior to providing asbestos abatement costs for the aforementioned materials.

This report is based solely upon a visual inspection and sampling of the premises where accessible at the time inspection was performed and makes no determinations with respect to portions of the premises that were not tested.

PARADIGM assumes no liability with respect to your compliance with local, state, or federal statutes, regulations or rules. This report sets forth relevant excerpts from manuals published by the EPA; however, PARADIGM assumes no responsibility for the credibility and completeness of the said excerpted material or future modifications of the same.

PARADIGM assumes no liability for the use of this report by any other person or entity than the customer for whom it has been prepared. Any and all liability on the part of PARADIGM shall be limited solely to the cost of this survey report. PARADIGM shall have no liability for any other damages, whether consequential, compensatory, punitive, or special, arising out of, incidental to, or as a result of this report.

Prepared by:

A handwritten signature in black ink, appearing to read "Peter Koslowsky", written over a horizontal line.

Peter Koslowsky
Paradigm Environmental, LLC.



PARADIGM
ENVIRONMENTAL, LLC.

APPENDIX



PARADIGM
ENVIRONMENTAL, LLC.

Asbestos Bulk Sampling Analysis Report

prepared for:

WH Lane Construction
113 Court Street
Binghamton, New York 13901

performed by:

Paradigm Environmental, LLC.
6950 East Genesee Street
Fayetteville, New York 13066

performed at:

600 North Franklin Street
Syracuse, New York 13204

Tuesday, November 26, 2019

Job #2213-19S



Friday, December 6, 2019

WH Lane Construction
 113 Court Street
 Binghamton, New York 13901
 Mr. Mark Lane
 (607) 775-0600
mlane@whlane.com

Re: 600 North Franklin Street, Syracuse, New York 13204: Asbestos Bulk Sampling & Analytical Services

Job Number: 2213-19S

The purpose of this letter is to explain the results of the Polarized Light Microscopy (PLM) and/or Transmission Electron Microscopy (TEM) Asbestos Bulk Sample Analysis that was performed on 12/3/2019, 12/4/2019 & 12/5/2019. A total of thirty-nine (39) Friable and twenty-eight (28) Non-friable Organically Bound (NOB) Bulk Sample(s) were analyzed.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
1	18027	Black Mastic (2 nd Floor - Vacant Space - 1 st Layer Bottom)	Yes	3.6% Chrysotile	NOB PLM
2	18025	Black Mastic (2 nd Floor - Vacant Space - 1 st Layer Bottom)	SAFP	Sample Not Analyzed	NOB Prep
3	18029	White 9x9 Tile (2 nd Floor - Vacant Space - 1 st Layer Bottom)	Yes	3.4% Chrysotile	NOB PLM
4	18030	White 9x9 Tile (2 nd Floor - Vacant Space - 1 st Layer Bottom)	SAFP	Sample Not Analyzed	NOB Prep



Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
5	18031	Yellow Adhesive (2 nd Floor - Vacant Space - 2 nd Layer Top)	Yes	1.3% Chrysotile	NOB PLM/TEM
6	18032	Yellow Adhesive (2 nd Floor - Vacant Space - 2 nd Layer Top)	SAFP	Stop Positive No TEM	NOB PLM
7	18033	White 12x12 Tile (2 nd Floor - Vacant Space - 2 nd Layer Top)	No	No Asbestos Detected	NOB PLM/TEM
8	18034	White 12x12 Tile (2 nd Floor - Vacant Space - 2 nd Layer Top)	No	No Asbestos Detected	NOB PLM/TEM
9	18035	Gray Grout (2 nd Floor - Vacant Space)	No	No Asbestos Detected	Friable PLM
10	18036	Gray Grout (2 nd Floor - Vacant Space)	No	No Asbestos Detected	Friable PLM
11	18037	Yellow Cove Base Adhesive (2 nd Floor - Vacant Area)	No	No Asbestos Detected	NOB PLM/TEM
12	18038	Yellow Cove Base Adhesive (2 nd Floor - Vacant Area)	No	No Asbestos Detected	NOB PLM/TEM
13	18039	Black Cove Base (2 nd Floor - Vacant Area)	No	No Asbestos Detected	NOB PLM/TEM



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Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
14	18040	Black Cove Base (2 nd Floor - Vacant Area)	No	No Asbestos Detected	NOB PLM/TEM
15	1801	Gray Plaster (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
16	18042	Gray Plaster (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
17	18043	Gray Plaster (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
18	18044	Gray Plaster (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
19	18045	Gray Plaster (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
20	18046	Gray Plaster (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
21	18047	Gray Plaster (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
22	18048	White Skim Coat (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM



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Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
23	18049	White Skim Coat (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
24	18050	White Skim Coat (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
25	18051	White Skim Coat (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
26	18052	White Skim Coat (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
27	18053	White Skim Coat (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
28	18054	White Skim Coat (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
29	18055	Black Caulk (2 nd Floor - Vacant Area - Walls)	No	No Asbestos Detected	NOB PLM/TEM
30	18056	Black Caulk (2 nd Floor - Vacant Area - Walls)	No	No Asbestos Detected	NOB PLM/TEM
31	18057	Gray TSI (2 nd Floor - Vacant Area)	Yes	57.14% Chrysotile	Friable PLM



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Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
32	18058	Gray TSI (2 nd Floor - Vacant Area)	SAFP		
33	18059	Gray TSI (2 nd Floor - Vacant Area)	SAFP		
34	18060	Gray Mud Elbows (2 nd Floor - Vacant Area)	Yes	36.36% Chrysotile	Friable PLM
35	18061	Gray Mud Elbows (2 nd Floor - Vacant Area)	SAFP		
36	18062	Gray Mud Elbows (2 nd Floor - Vacant Area)	SAFP		
37	18063	White Drywall (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
38	18064	White Drywall (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
39	18065	White Drywall (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
40	18066	White Joint Compound (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM



Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
41	18067	White Joint Compound (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
42	18068	White Joint Compound (2 nd Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
43	18069	White Plaster/Patching (Boiler Room Ceiling - Incidental All Over Floor)	No	No Asbestos Detected	Friable PLM
44	18070	White Plaster/Patching (Boiler Room Ceiling - Incidental All Over Floor)	No	No Asbestos Detected	Friable PLM
45	18071	White Plaster/Patching (Boiler Room Ceiling - Incidental All Over Floor)	No	No Asbestos Detected	Friable PLM
46	18072	Black Mastic (1 st Floor - Storage Area)	Yes	3.5% Chrysotile	NOB PLM
47	18073	Black Mastic (1 st Floor - Storage Area)	SAFP	Sample Not Analyzed	NOB Prep
48	18074	Olive 12x12 Tile (1 st Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
49	18075	Olive 12x12 Tile (1 st Floor - Storage Area)	Yes	27% Chrysotile	NOB PLM/TEM



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Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
50	18076	Yellow/Gray Floor Tile Adhesive (1 st Floor - Storage Area)	Trace	<1.0% Chrysotile	NOB PLM/TEM
51	18077	Yellow/Gray Floor Tile Adhesive (1 st Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
52	18078	Gray 12x12 Tile (1 st Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
53	18079	Gray 12x12 Tile (1 st Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
54	18080	White 12x12 Tile (1 st Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
55	18081	White 12x12 Tile (1 st Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
56	18082	White/Gray Drywall (1 st Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
57	18083	White/Gray Drywall (1 st Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
58	18084	White/Gray Drywall (1 st Floor - Storage Area)	No	No Asbestos Detected	Friable PLM



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Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
59	18085	White Joint Compound (1 st Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
60	18086	White Joint Compound (1 st Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
61	18087	Blue Cove Base (1 st Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
62	18088	Blue Cove Base (1 st Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
63	18089	Brown Cove Base Adhesive (1 st Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
64	18090	Brown Cove Base Adhesive (1 st Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
65	18091	Gray/White 2x4 Ceiling Tile (1 st Floor - Storage Area)	No	No Asbestos Detected	Friable PLM/TEM
66	18092	Gray/White 2x4 Ceiling Tile (1 st Floor - Storage Area)	No	No Asbestos Detected	Friable PLM/TEM
67	18093	White Joint Compound (1 st Floor - Storage Area)	No	No Asbestos Detected	Friable PLM



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ENVIRONMENTAL, LLC.

Analysis Notes:

1. As per NYSDOL ICR 56-2.1 (p), an Asbestos Containing Material (ACM) is defined as any material containing greater than one percent (1%) of asbestos, also known as Asbestos Material. Samples determined to be ACM are identified by ***bold/italicized type and are highlighted in yellow***.
2. PLM Friable Analysis performed by Paradigm Environmental LLC. (NYSDOH ELAP #11555). PLM/TEM NOB Analysis performed by Paradigm Environmental, Inc. (NYSDOH ELAP #10958).

If you have any additional questions concerning this report, please do not hesitate to call me at 315.455.2714 or email me at kjoyce@paradigmenvllc.com. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie Joyce", written over a light blue horizontal line.

Katie Joyce
Paradigm Environmental, LLC.



Polarized Light Microscopy (PLM) Asbestos Bulk Analysis Report
analyzed in accordance with NYSDOH ELAP Method 198.1

Client: WH Lane Construction		Project Number:	Sampled by: Mitchell Blackwell/Paradigm
Project Description: 600 North Franklin Street		Report Number: 2213-19S	Certificate Number:
Project Location: Syracuse, New York 13204		Date Sampled: Tuesday, November 26, 2019	Date Received at Lab: Tuesday, November 26, 2019
Client Name: Mr. Mark Lane	Client Contact: mlane@whlane.com	Date Analyzed: Tuesday, December 3, 2019	Date Reported: Tuesday, December 3, 2019

Sample Number	LAB ID Number	Sample Description/Location	Asbestos Type	Asbestos Percentage	Total Asbestos Percentage	Fibrous Material	Percentage	Non-fibrous Material Percentage	Color
9	18035	Gray Grout - 2nd Floor Vacant Space	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
10	18036	Gray Grout - 2nd Floor Vacant Space	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
15	18041	Gray Plaster - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
16	18042	Gray Plaster - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
17	18043	Gray Plaster - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
18	18044	Gray Plaster - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
19	18045	Gray Plaster - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
20	18046	Gray Plaster - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
21	18047	Gray Plaster - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
22	18048	White Skim Coat - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White

Analyzed by: Ms. Krista Davis - Analyst	Date: 12/3/2019	Approved by: 	Date: 12/4/19
Analyzed by NYSDOH ELAP #11555		Ms. Katie Joyce - Technical Laboratory Director	

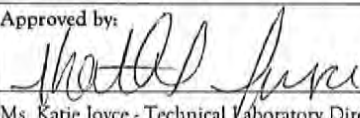
Disclaimer: EPA NYS Friable 198.1 Polarized Light Microscope Methods for Identifying and Quantitating Asbestos in Bulk Samples. Polarized Light Microscopy is not reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy (TEM) is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. Abbreviations: "NAD" - No Asbestos Detected; "ND" - Not Detected. This report may not be duplicated without the approval of Paradigm Environmental, LLC. (PARADIGM), and then only in full. PARADIGM's liability is limited to the cost of the analysis.



Polarized Light Microscopy (PLM) Asbestos Bulk Analysis Report
analyzed in accordance with NYSDOH ELAP Method 198.1

Client: WH Lane Construction		Project Number:	Sampled by: Mitchell Blackwell/Paradigm
Project Description: 600 North Franklin Street		Report Number: 2213-19S	Certificate Number:
Project Location: Syracuse, New York 13204		Date Sampled: Tuesday, November 26, 2019	Date Received at Lab: Tuesday, November 26, 2019
Client Name: Mr. Mark Lane	Client Contact: mlane@whlane.com	Date Analyzed: Tuesday, December 3, 2019	Date Reported: Tuesday, December 3, 2019

Sample Number	LAB ID Number	Sample Description/Location	Asbestos Type	Asbestos Percentage	Total Asbestos Percentage	Fibrous Material	Percentage	Non-fibrous Material Percentage	Color
23	18049	White Skim Coat - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White
24	18050	White Skim Coat - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White
25	18051	White Skim Coat - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White
26	18052	White Skim Coat - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White
27	18053	White Skim Coat - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White
28	18054	White Skim Coat - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White
31	18057	Gray TSI - 2nd Floor Vacant Area	Chrysotile	57.14%	57.14%	Fibrous Material	ND	42.86%	White
32	18058	Gray TSI - 2nd Floor Vacant Area	SAFP						
33	18059	Gray TSI - 2nd Floor Vacant Area	SAFP						
34	18060	Gray Mud Elbows - 2nd Floor Vacant Area	Chrysotile	36.36%	36.36%	Fibrous Material	ND	63.64%	Gray

Analyzed by: Ms. Krista Davis - Analyst	Date: 12/3/2019	Approved by: 	Date: 12/4/19
Analyzed by NYSDOH ELAP #11555		Ms. Katie Joyce - Technical Laboratory Director	

Disclaimer: EPA NYS Friable 198.1 Polarized Light Microscope Methods for Identifying and Quantitating Asbestos in Bulk Samples. Polarized Light Microscopy is not reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy (TEM) is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. Abbreviations: 'NAD' - No Asbestos Detected; 'ND' - Not Detected. This report may not be duplicated without the approval of Paradigm Environmental, LLC. (PARADIGM), and then only in full. PARADIGM's liability is limited to the cost of the analysis.



Polarized Light Microscopy (PLM) Asbestos Bulk Analysis Report
analyzed in accordance with NYSDOH ELAP Method 198.1

Client: WH Lane Construction		Project Number:	Sampled by: Mitchell Blackwell/Paradigm
Project Description: 600 North Franklin Street		Report Number: 2213-19S	Certificate Number:
Project Location: Syracuse, New York 13204		Date Sampled: Tuesday, November 26, 2019	Date Received at Lab: Tuesday, November 26, 2019
Client Name: Mr. Mark Lane	Client Contact: mlane@whlane.com	Date Analyzed: Tuesday, December 3, 2019	Date Reported: Tuesday, December 3, 2019

Sample Number	LAB ID Number	Sample Description/Location	Asbestos Type	Asbestos Percentage	Total Asbestos Percentage	Fibrous Material	Percentage	Non-fibrous Material Percentage	Color
35	18061	Gray Mud Elbows - 2nd Floor Vacant Area	SAFP						
36	18062	Gray Mud Elbows - 2nd Floor Vacant Area	SAFP						
37	18063	White Drywall - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
38	18064	White Drywall - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
39	18065	White Drywall - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
40	18066	Joint Compound - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White
41	18067	Joint Compound - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White
42	18068	Joint Compound - 2nd Floor Vacant Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White
43	18069	White Plaster/Patching - Boiler Room Ceiling, Incidental All Over Floor	NAD	NAD	NAD	Fibrous Material	ND	100%	Tan
44	18070	White Plaster/Patching - Boiler Room Ceiling, Incidental All Over Floor	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray

Analyzed by: Ms. Krista Davis - Analyst	Date: 12/3/2019	Approved by: <i>Katie Joyce</i>	Date: 12/4/19
Analyzed by NYSDOH ELAP #11555		Ms. Katie Joyce - Technical Laboratory Director	

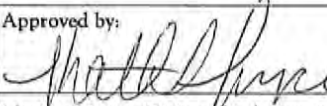
Disclaimer: EPA NYS Friable 198.1 Polarized Light Microscope Methods for Identifying and Quantitating Asbestos in Bulk Samples. Polarized Light Microscopy is not reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy (TEM) is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. Abbreviations: 'NAD' = No Asbestos Detected; 'ND' = Not Detected. This report may not be duplicated without the approval of Paradigm Environmental, LLC. (PARADIGM), and then only in full. PARADIGM's liability is limited to the cost of the analysis.



Polarized Light Microscopy (PLM) Asbestos Bulk Analysis Report
analyzed in accordance with NYSDOH ELAP Method 198.1

Client: WH Lane Construction		Project Number:	Sampled by: Mitchell Blackwell/Paradigm
Project Description: 600 North Franklin Street		Report Number: 2213-19S	Certificate Number:
Project Location: Syracuse, New York 13204		Date Sampled: Tuesday, November 26, 2019	Date Received at Lab: Tuesday, November 26, 2019
Client Name: Mr. Mark Lane	Client Contact: mlane@whlane.com	Date Analyzed: Tuesday, December 3, 2019	Date Reported: Tuesday, December 3, 2019

Sample Number	LAB ID Number	Sample Description/Location	Asbestos Type	Asbestos Percentage	Total Asbestos Percentage	Fibrous Material	Percentage	Non-fibrous Material Percentage	Color
45	18071	White Plaster/Patching - Boiler Room Ceiling, Incidental All Over Floor	NAD	NAD	NAD	Fibrous Material	ND	100%	White
56	18082	White/Gray Drywall - 1st Floor Storage Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Tan
57	18083	White/Gray Drywall - 1st Floor Storage Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
58	18084	White/Gray Drywall - 1st Floor Storage Area	NAD	NAD	NAD	Fibrous Material	ND	100%	Tan
59	18085	White Joint Compound - 1st Floor Storage Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White
60	18086	White Joint Compound - 1st Floor Storage Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White
67	18093	White Joint Compound - 1st Floor Storage Area	NAD	NAD	NAD	Fibrous Material	ND	100%	White

Analyzed by: Ms. Krista Davis - Analyst	Date: 12/3/2019	Approved by: 	Date: 12/4/19
Analyzed by NYSDOH ELAP #11555		Ms. Katie Joyce - Technical Laboratory Director	

Disclaimer: EPA NYS Friable 198.1 Polarized Light Microscope Methods for Identifying and Quantitating Asbestos in Bulk Samples. Polarized Light Microscopy is not reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy (TEM) is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. Abbreviations: "NAD" - No Asbestos Detected; "ND" - Not Detected. This report may not be duplicated without the approval of Paradigm Environmental, LLC. (PARADIGM), and then only in full. PARADIGM's liability is limited to the cost of the analysis.

CHAIN OF CUSTODY FOR BULK ASBESTOS ANALYSIS



PARADIGM
ENVIRONMENTAL, LLC.

179 Lake Avenue, Rochester, New York 14608
1815 Love Road, Grand Island, New York 14072
6950 East Genesee Street, Fayetteville, New York 13066

Office: 585-647-2530
Office: 716-775-5777
Office: 315-455-2714

6950 East Genesee Street Fayetteville, New York 13066 315.455.2714 (phone) 315.455.3022 (fax)	Client: WH Lane Construction Phone Number: 607.775.0600	Contact: Mark Lane Email Address for Data: mlane@whlane.com	OFFICE USE ONLY Lab Job #: 2213-19S Page 1 of 7 Date Logged In: 11/26/19 Logged In By: KMD
Client Mailing Address 113 Court Street Binghamton, NY 13901	Results To: kjoyce@paradigmenvllc.com kdavis@paradigmenvllc.com Date Sampled: 11-26-19	Turn Around Time: 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> Other <input type="checkbox"/> Paradigm Project Number: 2213-19S	
Project Location: 600 North Franklin Street, Syracuse, NY			

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
1		18027	2nd floor vacant space Bottom	Black	Mastic	7000sf
2		18028	1st layer	L	L	
3		18029	Bottom	white	9 x 9 tile	
4		18030	L	L	L	
5		18031	2nd top	Yellow	adhes.ve	
6		18032	layer	L	L	
7		18033	top	white	12 x 12 tile	
8		18034	L	L	L	
9	X	18035	2nd floor vacant space	grey	spot	440 SF
10	X	18036	L	L	L	440 SF

Sampled By: <i>M. Davis</i>	Date: 11-26-19	All samples will be analyzed by the appropriate New York State Department of Health methods (198.1,198.4 and 198.6) unless EPA 600/M4/82/020 per 40 CFR 763 and/or EPA 600/R-93/116 methods are requested.
Transported to Paradigm By: <i>M. Davis</i>	Date: 11-26-19	
Received By & Relinquished By: <i>Kristen M. Davis</i>	Date: 11/26/19	
Received By: _____	Date: _____	
Analytical Comments:		TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY: 10

By signing this form, client agrees to Paradigm Terms and Conditions (reverse) *S Samples analyzed by Syracuse Lab

CHAIN OF CUSTODY FOR BULK ASBESTOS ANALYSIS



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ENVIRONMENTAL, LLC

179 Lake Avenue, Rochester, New York 14608
1815 Love Road, Grand Island, New York 14072
6950 East Genesee Street, Fayetteville, New York 13066

Office: 585-647-2530
Office: 716-775-5777
Office: 315-455-2714

OFFICE USE ONLY

Lab Job #: 2213-19S

Page 2 of 7

Date Logged In: 11/26/19

Logged In By: *kmnd*

Client: **WH Lane Construction** Mark Lane

Phone Number: 607.775.0600

Email Address for Data: mlane@whlane.com

Results To: kjoyce@paradigmenvllc.com

Date Sampled: 11-26-19

Turn Around Time: 1 2 3 5 Other

Paradigm Project Number: 2213-19S

Project Location: 600 North Franklin Street, Syracuse, NY

113 Court Street

Binghamton, NY 13901

6950 East Genesee Street
Fayetteville, New York 13066
315.455.2714 (phone)
315.455.3022 (fax)

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
1		18037	2nd floor vacant	Yellow	cover base adhesive	#360fn
2		18038				
3		18039		Black	cover base	
4		18040				
5	X	18041		Plaster	gley	360sf
6	X	18042				
7	X	18043				
8	X	18044				
9	X	18045				
10	X	18046				

All samples will be analyzed by the appropriate New York State Department of Health methods (198.1, 198.4 and 198.6) unless EPA 600/M4/82/020 per 40 CFR 763 and/or EPA 600/R-93/116 methods are requested.

Sampled By: *M. Davis* Date: 11-26-19

Transported to Paradigm By: *M. Davis* Date: 11-26-19

Received By & Relinquished By: *Krista M. Davis* Date: 11/26/19 1500

Received By: _____ Date: _____

Analytical Comments:

TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY: 27

*S Samples analyzed by Syracuse Lab

By signing this form, client agrees to Paradigm Terms and Conditions (reverse).

CHAIN OF CUSTODY FOR BULK ASBESTOS ANALYSIS



179 Lake Avenue, Rochester, New York 14608 Office: 585-647-2530
 1815 Love Road, Grand Island, New York 14072 Office: 716-775-5777
 6950 East Genesee Street, Fayetteville, New York 13066 Office: 315-455-2714

OFFICE USE ONLY
 Lab Job #: 2213-19S
 Page 3 of 7
 Date Logged In: 11/26/19
 Logged In By: Kmd

Client: WH Lane Construction Mark Lane
 Phone Number: 607.775.0600 Email Address for Data: mlane@whlane.com
 Results To: kjoyce@paradigmenvllc.com Turn Around Time: 1 2 3 5 Other
 Date Sampled: 11-26-19 Paradigm Project Number: 2213-19S
 Project Location: 600 North Franklin Street, Syracuse, NY

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
21	X	18047	2nd floor vacant area	grey	Plester	3600sf
22	X	18048		white	sk: Mcoat	3600sf
23	X	18049				
24	X	18050				
25	X	18051				
26	X	18052				
27	X	18053				
28	X	18054				
29		18055	walls	Black	clay	2560
30		18056				

Sampled By: *MATHEW* Date: 11-26-19
Transported to Paradigm By: *MATHEW* Date: 11-26-19
Received By & Relinquished By: *Cristina M. Davis* Date: 11/26/19 1522
Received By: Date:

Analytical Comments:

TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY: 67

All samples will be analyzed by the appropriate New York State Department of Health methods (198.1, 198.4 and 198.6) unless EPA 600/M4/82/020 per 40 CFR 763 and/or EPA 600/R-93/116 methods are requested.

*S Samples analyzed by Syracuse Lab

By signing this form, client agrees to Paradigm Terms and Conditions (reverse).

CHAIN OF CUSTODY FOR BULK ASBESTOS ANALYSIS



PARADIGM
ENVIRONMENTAL, LLC.

179 Lake Avenue, Rochester, New York 14608
1815 Love Road, Grand Island, New York 14072
6950 East Genesee Street, Fayetteville, New York 13066

Office: 585-647-2530
Office: 716-775-5777
Office: 315-455-2714

6950 East Genesee Street
Fayetteville, New York 13066
315.455.2714 (phone)
315.455.3022 (fax)

Client: WH Lane Construction
Phone Number: 607.775.0600
Results To: kjoyce@paradigmenvllc.com
Date Sampled: 11-26-19

Contact: Mark Lane
Email Address for Data: mlane@whlane.com
Turn Around Time: 1 2 3 4 5 Other
Paradigm Project Number: 2213-195

Project Location: 600 North Franklin Street, Syracuse, NY

OFFICE USE ONLY

Lab Job #: 2213-195
Page 4 **of** 7
Date Logged In: 11/26/19
Logged In By: Knd

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
31	X	18057	2nd floor vacant area	grey	TSI	GOLF
32	X	18058	---	---	---	---
33	X	18059	---	---	---	---
34	X	18060	---	grey	Mud elbows	---
35	X	18061	---	---	---	---
36	X	18062	---	---	---	---
37	X	18063	2nd floor vacant area	white	Drywall	gasp
38	X	18064	---	---	---	---
39	X	18065	---	---	---	---
40	X	18066	---	---	Joint to 1st floor	---

Sampled By: [Signature] **Date:** 11-26-19

Transported to Paradigm By: [Signature] **Date:** 11-26-19

Received By & Relinquished By: Krista M. Davis **Date:** 11/26/19 1500

Received By: [Signature] **Date:** 11/26/19 1522

All samples will be analyzed by the appropriate New York State Department of Health methods (198.1.198.4 and 198.6) unless EPA 600/M4/82/020 per 40 CFR 763 and/or EPA 600/R-93/116 methods are requested.

Analytical Comments:

TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY: 67

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*S Samples analyzed by Syracuse Lab

CHAIN OF CUSTODY FOR BULK ASBESTOS ANALYSIS



179 Lake Avenue, Rochester, New York 14608 Office: 585-647-2530
 1815 Love Road, Grand Island, New York 14072 Office: 716-775-5777
 6950 East Genesee Street, Fayetteville, New York 13066 Office: 315-455-2714

Client: WH Lane Construction **Contact:** Mark Lane
Phone Number: 607.775.0600 **Email Address for Data:** mlane@whlane.com
Results To: kjoyce@paradigmenvllc.com **Turn Around Time:** 1 2 3 5 Other
Date Sampled: 11-26-19 **Paradigm Project Number:** 2213-19S
Project Location: 600 North Franklin Street, Syracuse, NY

OFFICE USE ONLY
Lab Job #: 2213-19S
Page 5 **of** 7
Date Logged In: 11/26/19
Logged In By: KMD

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
1	X	18067	2nd story vac. area	White	Joint compound	950 sf
2	X	18068	↓	↓	↓	↓
3	X	18069	Boiler Room ceiling	White	Plaster/Patching	500 sf
4	X	18070	↓	↓	↓	↓
5	X	18071	Inc. Joints 1st floor	↓	↓	↓
6		18072	1st floor stairs area	Black	Mastic	4500 sf
7		18073	↓	↓	↓	↓
8		18074	↓	Olive	Tile	3000 sf
9		18075	↓	↓	↓	↓
10		18076	↓	Yellow Grey	adhesive tile	1500 sf

Sampled By: [Signature] **Date:** 11-26-19
Transported to Paradigm By: [Signature] **Date:** 11-26-19
Received By & Relinquished By: Krista M. Davis **Date:** 11/26/19 1522
Received By: [Signature] **Date:** [Signature]

Analytical Comments:
TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY: 67

All samples will be analyzed by the appropriate New York State Department of Health methods (198.1, 198.4 and 198.6) unless EPA 600/M4/82/020 per 40 CFR 763 and/or EPA 600/R-93/116 methods are requested.

By signing this form, client agrees to Paradigm Terms and Conditions (reverse). *S Samples analyzed by Syracuse Lab

CHAIN OF CUSTODY FOR BULK ASBESTOS ANALYSIS



PARADIGM
ENVIRONMENTAL, LLC

179 Lake Avenue, Rochester, New York 14608
1815 Love Road, Grand Island, New York 14072
6950 East Genesee Street, Fayetteville, New York 13066

Office: 585-647-2530
Office: 716-775-5777
Office: 315-455-2714

Client: 6950 East Genesee Street Fayetteville, New York 13066 315.455.2714 (phone) 315.455.3022 (fax)	WH Lane Construction Mark Lane Contact:
Phone Number: 607.775.0600	Email Address for Data: mlane@whlane.com
Results To kjoyce@paradigmenvllc.com kdavis@paradigmenvllc.com	Turn Around Time: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> X Other <input type="checkbox"/>
Date Sampled: 11-26-19	Paradigm Project Number: 2213-19S
Project Location: 113 Court Street Binghamton, NY 13901 600 North Franklin Street, Syracuse, NY	OFFICE USE ONLY Lab Job #: 2213-19S Page 6 of 7 Date Logged In: 11/26/19 Logged In By: KMD

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
51		18077	Storage area 15 & 16	Yellow/grey	floor tile	150sf
52		18078		grey	12x12 tile	150sf
53		18079		White		L
54		18080		White	12x12 tile	300sf
55		18081		L		L
56	X	18082		White/grey	Drywall	F
57	X	18083		L		F
58	X	18084		L		F
59	X	18085		White	Joint compound	F
60	X	18086		L		F

Sampled By: [Signature] **Date:** 11-26-19

Transported to Paradigm By: [Signature] **Date:** 11-20-19

Received By & Relinquished By: Kristina M. Davis **Date:** 11/26/19 1500

Received By: [Signature] **Date:** 11/26/19 1522

Analytical Comments:

TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY: 67

All samples will be analyzed by the appropriate New York State Department of Health methods (198.1, 198.4 and 198.6) unless EPA 600/M4/82/020 per 40 CFR 763 and/or EPA 600/R-93/116 methods are requested.

By signing this form, client agrees to Paradigm Terms and Conditions (reverse). *S Samples analyzed by Syracuse Lab

CHAIN OF CUSTODY FOR BULK ASBESTOS ANALYSIS



PARADIGM
ENVIRONMENTAL, LLC

179 Lake Avenue, Rochester, New York 14608
 1815 Love Road, Grand Island, New York 14072
 6950 East Genesee Street, Fayetteville, New York 13066

Office: 585-647-2530
 Office: 716-775-5777
 Office: 315-455-2714

OFFICE USE ONLY

Lab Job #: 2213-19S

Page 7 of 7

Date Logged In: 11/26/19

Logged In By: KMD

Client: WH Lane Construction Mark Lane

Phone Number: 607.775.0600 Email Address for Data: mlane@whlane.com

Results To: kjoyce@paradigmenvllc.com Turn Around Time: 1 2 3 5 X Other

Date Sampled: 11-26-19 Paradigm Project Number: 2213-19S

Project Location: 600 North Franklin Street, Syracuse, NY

6950 East Genesee Street
Fayetteville, New York 13066
315.455.2714 (phone)
315.455.3022 (fax)

Client Mailing Address

113 Court Street
Binghamton, NY 13901

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
61		18087	Storage area bsd floor	Blue	concrete	Soil
62		18088				
63		18089		Brown	concrete adhesive	
64		18090				
65		18091		Grey white	2x4 ceiling tile	100sf
66		18092				
67	X	18093		Tan to Brown	White	
8						
9						
10						

All samples will be analyzed by the appropriate New York State Department of Health methods (198.1, 198.4 and 198.6) unless EPA 600/M4/82/020 per 40 CFR 763 and/or EPA 600/R-93/116 methods are requested.

Sampled By: M. Taylor **Date:** 11-26-19

Transported to Paradigm By: M. Taylor **Date:** 11-26-19

Received By & Relinquished By: Kristina M. Kavin **Date:** 11/26/19 1522

Received By: **Date:**

Analytical Comments:

TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY: 67

By signing this form, client agrees to Paradigm Terms and Conditions (reverse). *S Samples analyzed by Syracuse Lab



PLM & TEM BULK ASBESTOS ANALYSIS REPORT
via NYSDOH ELAP Method 198.1, 198.4 and 198.6

Client: Paradigm Environmental, LLC.
Location: WH Lane Construction
600 North Franklin Street, Syracuse, New York
Sample Date: 11/26/2019

Job No: 13276-19
Page: 1 of 12

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	Non-Fibrous Matrix %
1	100850	2nd Floor Vacant Space 1st Layer Bottom	Black Mastic	Chrysotile 3.6%	3.6%	✓	Not Required	N/A	None Detected	96.4%
2	100851	2nd Floor Vacant Space 1st Layer Bottom	Black Mastic	STOP	POSITIVE	X	SAMPLE	NOT	ANALYZED	N/A
3	100852	2nd Floor Vacant Space 1st Layer Bottom	White Fibrous 9"x9" Floor Tile	Chrysotile 34%	34%	✓	Not Required	N/A	None Detected	66%
4	100853	2nd Floor Vacant Space 1st Layer Bottom	White 9"x9" Floor Tile	STOP	POSITIVE	X	SAMPLE	NOT	ANALYZED	N/A
5	100854	2nd Floor Vacant Space 2nd Layer Top	Yellow Adhesive	Inconclusive No Asbestos Detected	0%	✓	Chrysotile 1.3%	1.3%	None Detected	98.7%
6	100855	2nd Floor Vacant Space 2nd Layer Top	Yellow Adhesive	Inconclusive No Asbestos Detected	0%	✓	Stop Positive ** No TEM	N/A	None Detected	100%
7	100856	2nd Floor Vacant Space 2nd Layer Top	White 12"x12" Floor Tile	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
8	100857	2nd Floor Vacant Space 2nd Layer Top	White 12"x12" Floor Tile	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%

KEY TO NOB COLUMN SYMBOLS
 No Symbol in the NOB column denotes sample analyzed by ELAP Method 198.1 (PLM).
 ✓ NOB (non-friable organically bound) denotes material analyzed by ELAP Method 198.6 (PLM) and 198.4 (TEM) as noted.
 √ denotes material analyzed by ELAP Method 198.6 (PLM) per NYSDOH. This Method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
 # denotes friable material analyzed by ELAP Method 198.6 (PLM) and 198.4 (TEM) as noted.
 X denotes sample prepped only by ELAP Method 198.6.
 ** Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.
 Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.") or EPA 600/M4-B2-020 per 40 CFR 763 (NVLAP Lab Code 200530-0).



Lab Code 200530-0 for PLM Analysis

Microscope: Olympus BH-2 #232953

PLM Analyst: T. Bush

PLM Date Analyzed: 12/3/2019

Microscope: JOEL-100CX-II #EM-156094-87

TEM Analyst: M. Lochner

TEM Date Analyzed: 12/5/2019

ELAP ID No.: 10958

Laboratory Results Approved By:

Asbestos Technical Director or Designer

Fernanda Weinman

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PLM & TEM BULK ASBESTOS ANALYSIS REPORT
via NYSDOH ELAP Method 198.1, 198.4 and 198.6

Client: Paradigm Environmental, LLC
Location: WH Lane Construction
600 North Franklin Street, Syracuse, New York
Sample Date: 11/26/2019

Job No: 13276-19
Page: 4 of 12

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	Non-Fibrous Matrix Material %
46	100864	1st Floor Storage Area	Black Mastic	Chrysotile 3.5%	3.5%	✓	Not Required	N/A	None Detected	96.5%
47	100865	1st Floor Storage Area	Black Mastic	STOP	POSITIVE	X	SAMPLE	NOT	ANALYZED	N/A
48	100866	1st Floor Storage Area	Olive 12"x12" Floor Tile	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
49	100867	1st Floor Storage Area	Olive Fibrous 12"x12" Floor Tile	Inconclusive No Asbestos Detected	0%	✓	Chrysotile 27%	27%	None Detected	73%
50	100868	1st Floor Storage Area	Yellow/Gray Floor Tile Adhesive	Inconclusive No Asbestos Detected	0%	✓	Trace Chrysotile <1.0%	<1.0%	None Detected	100%

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 # denotes friable material analyzed by ELAP Method 198.6 (PLM) and 198.4 (TEM) as noted.
 X denotes sample prepped only by ELAP Method 198.6.
 ** Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.") or EPA 600/M4-B2-020 per 40 CFR 763 (NVLAP Lab Code 200530-0).



ELAP ID No.: 10958

Lab Code 200530-0 for PLM Analysis
 Microscope: Olympus BH-2 #232953
 PLM Analyst: T. Bush
 PLM Date Analyzed: 12/3/2019

Microscope: JOEL-100CX-II #EM-156094-B7
 TEM Analyst: M. Lochner
 TEM Date Analyzed: 12/5/2019

Laboratory Results Approved By:
Asbestos Technical Director or Designee Fernanda Weinman

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PLM & TEM BULK ASBESTOS ANALYSIS REPORT
via NYSDOH ELAP Method 198.1, 198.4 and 198.6

Client: Paradigm Environmental, LLC.
Location: WH Lane Construction
600 North Franklin Street, Syracuse, New York
Sample Date: 11/26/2019

Job No: 13276-19
Page: 5 of 12

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	Non-Fibrous Matrix Material %
51	100869	Storage Area 1st Floor	Yellow/Gray Floor Tile Adhesive	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
52	100870	Storage Area 1st Floor	Gray 12"x12" Floor Tile	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
53	100871	Storage Area 1st Floor	Gray 12"x12" Floor Tile	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
54	100872	Storage Area 1st Floor	White 12"x12" Floor Tile	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
55	100873	Storage Area 1st Floor	White 12"x12" Floor Tile	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%

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 ** Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.
 Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.") or EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200530-0).



Lab Code 200530-0 for PLM Analysis
Microscope: Olympus BH-2 #232953
PLM Analyst: T. Bush
PLM Date Analyzed: 12/4/2019

Microscope: JOEL-100CX-II #EM-156094-B7
TEM Analyst: M. Lochner
TEM Date Analyzed: 12/5/2019

ELAP ID No.: 10958

Laboratory Results Approved By:
Asbestos Technical Director or Designee **Fernanda Weinman**

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PLM & TEM BULK ASBESTOS ANALYSIS REPORT
via NYSDOH ELAP Method 198.1, 198.4 and 198.6

Client: Paradigm Environmental, LLC.
Location: WH Lane Construction
600 North Franklin Street, Syracuse, New York
Sample Date: 11/26/2019

Job No: 13276-19
Page: 6 of 12

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	Non-Fibrous Matrix Material %
61	100874	Storage Area 1st Floor	Blue Cove Base	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
62	100875	Storage Area 1st Floor	Blue Cove Base	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
63	100876	Storage Area 1st Floor	Brown Cove Base Adhesive	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
64	100877	Storage Area 1st Floor	Brown Cove Base Adhesive	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
65	100878	Storage Area 1st Floor	Gray/White 2'x4' Ceiling Tile	Inconclusive No Asbestos Detected	0%	#	None Detected	<1.0%	Mineral Wool 5%	95%
66	100879	Storage Area 1st Floor	Gray/White 2'x4' Ceiling Tile	Inconclusive No Asbestos Detected	0%	#	None Detected	<1.0%	Mineral Wool 5%	95%

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PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples." for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200530-0).



Lab Code 200530-0 for PLM Analysis
 Microscope: Olympus BH-2 #232953
 PLM Analyst: T. Bush
 PLM Date Analyzed: 12/4/2019

Microscope: JOEL-100CX-II #EM-156094-B7
 TEM Analyst: M. Lochner
 TEM Date Analyzed: 12/5/2019

ELAP ID No.: 10958

Laboratory Results Approved By:
Asbestos Technical Director or Designee **Fernanda Weinman**

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PARADIGM
ENVIRONMENTAL, LLC.

Asbestos Bulk Sampling Analysis Report

prepared for:

WH Lane Construction
113 Court Street
Binghamton, New York 13901

performed by:

Paradigm Environmental, LLC.
6950 East Genesee Street
Fayetteville, New York 13066

performed at:

600 North Franklin Street
Syracuse, New York 13204

Monday, December 3, 2019

Job #2246-19S



PARADIGM
ENVIRONMENTAL, LLC.

Thursday, December 12, 2019

WH Lane Construction

113 Court Street

Binghamton, New York 13901

Mr. Mark Lane

(607) 775-0600

mlane@whlane.com

Re: 600 North Franklin Street, Syracuse, New York 13204: Asbestos Bulk Sampling & Analytical Services

Job Number: 2246-19S

The purpose of this letter is to explain the results of the Polarized Light Microscopy (PLM) and/or Transmission Electron Microscopy (TEM) Asbestos Bulk Sample Analysis that was performed on 12/5/2019, 12/10/2019 & 12/11/2019. A total of thirteen (13) Friable and eighteen (18) Non-friable Organically Bound (NOB) Bulk Sample(s) were analyzed.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
68	18366	Gray Drywall (2 nd Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
69	18367	Gray Drywall (2 nd Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
70	18368	Gray Drywall (2 nd Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
71	18369	White Joint Compound (2 nd Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM



Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
72	18370	White Joint Compound (2 nd Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
73	18371	White Joint Compound (2 nd Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
74	18372	Blue/Brown Cove Base (2 nd Floor - By Small Stairs)	NA	<1.0% Residue Remaining, PLM & TEM Not Required	NOB Prep
75	18373	Yellow Cove Base Adhesive (2 nd Floor - By Small Stairs)	No	No Asbestos Detected	NOB PLM/TEM
76	18374	White/Brown Cove Base (2 nd Floor - Printing Area/Storage)	No	No Asbestos Detected	NOB PLM/TEM
77	18375	Yellow Cove Base Adhesive (2 nd Floor - Printing Area/Storage)	Yes	9.1% Actinolite/ Tremolite	NOB PLM/TEM
78	18376	Gray 2x4 Ceiling Tile (2 nd Floor - Printing Area)	No	No Asbestos Detected	Friable PLM/TEM
79	18377	Gray 2x4 Ceiling Tile (2 nd Floor - Printing Area)	No	No Asbestos Detected	Friable PLM/TEM
80	18378	White 12x12 Floor Tile (2 nd Floor - Printing Area)	No	No Asbestos Detected	NOB PLM/TEM



PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
81	18379	White 12x12 Floor Tile (2 nd Floor – Printing Area)	No	No Asbestos Detected	NOB PLM/TEM
82	18380	Tan/Black Insulation Backing (2 nd Floor – Above Drop Ceiling on Pipes)	Yes	4.3% Chrysotile	NOB PLM/TEM
83	18381	Tan/Black Insulation Backing (2 nd Floor – Above Drop Ceiling on Pipes)	SAFP	Not Analyzed by TEM	NOB PLM
84	18382	Tan/Gray TSI (3 rd Floor – Storage Area)	Yes	44.44% Chrysotile	Friable PLM
85	18383	Tan/Gray TSI (3 rd Floor – Storage Area)	SAFP		
86	18384	Tan/Gray TSI (3 rd Floor – Storage Area)	SAFP		
87	18385	Black Mastic/Cork (3 rd Floor – Storage Area)	NA	<1.0% Residue Remaining, PLM & TEM Not Required	NOB Prep
88	18386	Black Mastic/Cork (3 rd Floor – Storage Area)	NA	<1.0% Residue Remaining, PLM & TEM Not Required	NOB Prep
89	18387	Brown Insulation (5 th Floor – Storage Area)	No	No Asbestos Detected	Friable PLM



Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
90	18388	Brown Insulation (5 th Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
91	18389	Silvercoat (5 th Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
92	18390	Silvercoat (5 th Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
93	18391	Black Tar (5th Floor - Storage Area)	Yes	14% Chrysotile	NOB PLM
94	18392	Black Tar (5th Floor - Storage Area)	SAFP	Not Analyzed	NOB Prep

Analysis Notes:

- As per NYSDOL ICR 56-2.1 (p), an Asbestos Containing Material (ACM) is defined as any material containing greater than one percent (1%) of asbestos, also known as Asbestos Material. Samples determined to be ACM are identified by ***bold/italicized type and are highlighted in yellow***.
- PLM Friable Analysis performed by Paradigm Environmental LLC. (NYSDOH ELAP #11555). PLM/TEM NOB Analysis performed by Paradigm Environmental, Inc. (NYSDOH ELAP #10958).

If you have any additional questions concerning this report, please do not hesitate to call me at 315.455.2714 or email me at kjoyce@paradigmenvllc.com. Thank you.

Sincerely,

Katie Joyce

Paradigm Environmental, LLC.



Polarized Light Microscopy (PLM) Asbestos Bulk Analysis Report
analyzed in accordance with NYSDOH ELAP Method 198.1

Client: WH Lane Construction		Project Number:	Sampled by: Mitchell Blackwell/Paradigm
Project Description: 600 North Franklin Street		Report Number: 2246-19S	Certificate Number:
Project Location: Syracuse, New York 13204		Date Sampled: Tuesday, December 3, 2019	Date Received at Lab: Tuesday, December 3, 2019
Client Name: Mr. Mark Lane	Client Contact: mlane@whlane.com	Date Analyzed: Thursday, December 5, 2019	Date Reported: Thursday, December 5, 2019

Sample Number	LAB ID Number	Sample Description/Location	Asbestos Type	Asbestos Percentage	Total Asbestos Percentage	Fibrous Material	Percentage	Non-fibrous Material Percentage	Color
68	18366	Gray Drywall - 2nd Floor, Printing Area/Storage	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
69	18367	Gray Drywall - 2nd Floor, Printing Area/Storage	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
70	18368	Gray Drywall - 2nd Floor, Printing Area/Storage	NAD	NAD	NAD	Fibrous Material	ND	100%	Gray
71	18369	White Joint Compound - 2nd Floor, Printing Area/Storage	NAD	NAD	NAD	Fibrous Material	ND	100%	White
72	18370	White Joint Compound - 2nd Floor, Printing Area/Storage	NAD	NAD	NAD	Fibrous Material	ND	100%	White
73	18371	White Joint Compound - 2nd Floor, Printing Area/Storage	NAD	NAD	NAD	Fibrous Material	ND	100%	White
84	18382	Tan/Gray TSI - 3rd Floor, Storage Area	Chrysotile	44.44%	44.44%	Fibrous Material	ND	55.56%	Tan
85	18383	Tan/Gray TSI - 3rd Floor, Storage Area	SAFP						
86	18384	Tan/Gray TSI - 3rd Floor, Storage Area	SAFP						

Analyzed by: Ms. Krista Davis - Analyst	Date: 12/5/2019	Approved by: 	Date: 12/5/19
Analyzed by NYSDOH ELAP #11555		Ms. Katie Joyce - Technical Laboratory Director	

Disclaimer: EPA NYS Friable 198.1 Polarized Light Microscope Methods for Identifying and Quantitating Asbestos in Bulk Samples. Polarized Light Microscopy is not reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy (TEM) is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. Abbreviations: "NAD" = No Asbestos Detected; "ND" = Not Detected. This report may not be duplicated without the approval of Paradigm Environmental, LLC. (PARADIGM), and then only in full. PARADIGM's liability is limited to the cost of the analysis.

CHAIN OF CUSTODY FOR BULK ASBESTOS ANALYSIS



179 Lake Avenue, Rochester, New York 14608
 1815 Love Road, Grand Island, New York 14072
 6950 East Genesee Street, Fayetteville, New York 13066

Office: 585-647-2530
 Office: 716-775-5777
 Office: 315-455-2714

6950 East Genesee Street
 Fayetteville, New York 13066
 315.455.2714 (phone)
 315.455.3022 (fax)

Client: WH Lane Construction
 Mark Lane
 Email Address for Data: mlane@whlane.com
 Turn Around Time: 1 2 3 5 Other
 Results To: kjoyce@paradigmenvllc.com
kdavis@paradigmenvllc.com
 Date Sampled: 12-3-19
 Paradigm Project Number: 2240-195
 Project Location: 600 North Franklin Street, Syracuse, NY

OFFICE USE ONLY
 Lab Job #: 2240-195
 Page 1 of 3
 Date Logged In: 12/3/19
 Logged In By: *SL*

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
1	X	183664	2nd floor Printingres/stage	grey	Dry wall	f
2	X	183667				f
3	X	183668		White	Joint compound	f
4	X	183669				f
5	X	18370				f
6	X	18371	Basement			f
7		18372	Drywall studs	Black Brown	cover Base	4000LN
8		18373		Yellow	cover Base/dryer	f
9		18374		White/Brown	cover Base	f
10		18375		Yellow	cover Base/dryer	f

All samples will be analyzed by the appropriate New York State Department of Health methods (198.1, 198.4 and 198.6) unless EPA 600/M4/82/020 per 40 CFR 763 and/or EPA 600/R-93/116 methods are requested.

Sampled By: *MAD* Date: 12-3-19
 Transported to Paradigm By: *MAD* Date: 12-3-19
 Received By & Relinquished By: *[Signature]* Date: 12/3/19 12:30
 Received By: *[Signature]* Date: *[Signature]*

Analytical Comments:

TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY: 27

*S Samples analyzed by Syracuse Lab

CHAIN OF CUSTODY FOR BULK ASBESTOS ANALYSIS



6950 East Genesee Street Fayetteville, New York 13066 315.455.2714 (phone) 315.455.3022 (fax)	Client: WH Lane Construction Phone Number: 607.775.0600 Results To: kjoyce@paradigmenvllc.com kdavis@paradigmenvllc.com Date Sampled: 12-3-19 Project Location: 113 Court Street Binghamton, NY 13901	Contact: Mark Lane Email Address for Data: mlane@whlane.com Turn Around Time: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> Other Paradigm Project Number: 2246-195
--	---	--

Lab Job #: 2246-195	Page 2 of 3	Date Logged In: 12/3/19 Logged In By: [Signature]
---------------------	-------------	--

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
1		18374	2nd floor printing press	grey	2x4 ceiling tile	500sf
2		18377	I	I	I	500sf
3		18378	I	white	float tile	20sf
4		18380	I	I	I	I
5		18381	2nd floor above drop ceiling	tan/black	Insulation Backing	500sf
6		18382	I can pipes	I	I	500sf
7		18383	3rd story storage area	tan/grey	TST	10LN
8	X	18384	I	I	I	I
9	X	18384	I	I	I	I
10		18385	3rd story storage area	Black	Mastic/cof	20sf

Sampled By: [Signature]	Date: 12-3-19	All samples will be analyzed by the appropriate New York State Department of Health methods (198.1.198.4 and 198.6) unless EPA 600/M4/82/020 per 40 CFR 763 and/or EPA 600/R-93/116 methods are requested. Analytical Comments:
Transported to Paradigm By: [Signature]	Date: 12-3-19	
Received By & Relinquished By: [Signature]	Date: 12/3/19 12:30	
Received By: [Signature]	Date:	TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY: 27

By signing this form, client agrees to Paradigm Terms and Conditions (reverse). *S Samples analyzed by Syracuse Lab

CHAIN OF CUSTODY FOR BULK ASBESTOS ANALYSIS



PARADIGM
ENVIRONMENTAL, LLC.

179 Lake Avenue, Rochester, New York 14608
1815 Love Road, Grand Island, New York 14072
6950 East Genesee Street, Fayetteville, New York 13066

Office: 585-647-2530
Office: 716-775-5777
Office: 315-455-2714

6950 East Genesee Street
Fayetteville, New York 13066
315.455.2714 (phone)
315.455.3022 (fax)

Client: _____ **Contact:** _____

Phone Number: _____ **Email Address for Data:** _____

Results To: kjoyce@paradigmenvllc.com **Turn Around Time:** 1 2 3 5 Other

Date Sampled: 12-3-19 **Paradigm Project Number:** 246-195

Project Location: 600 N. Franking

OFFICE USE ONLY

Lab Job #: 246-195

Page: 3 of 3

Date Logged In: 12/3/19

Logged In By: [Signature]

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
1	88	18386	3rd story storage area	Black	Misc/cork	20 SF
2	89	18387	5th floor storage area	Brown	Insulation	550 SF
3	90	18388		L	L	
4	91	18389		Silver	Silver coat	L
5	92	18390		L	L	
6	93	18391		Black	Fat	150 SF
7	94	18392		L	L	150 SF
8	95					
9						
10						

Sampled By: [Signature] **Date:** 12-3-19

Transported to Paradigm By: [Signature] **Date:** 12-3-19

Received By & Relinquished By: [Signature] **Date:** 12/3/19 12:37

Received By: [Signature] **Date:** _____

All samples will be analyzed by the appropriate New York State Department of Health methods (198.1, 198.4 and 198.6) unless EPA 600/M4/82/020 per 40 CFR 763 and/or EPA 600/R-93/116 methods are requested.

Analytical Comments: _____

TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY: 28

By signing this form, client agrees to Paradigm Terms and Conditions (reverse).

*S Samples analyzed by Syracuse Lab



PLM & TEM BULK ASBESTOS ANALYSIS REPORT
via NYSDOH ELAP Method 198.1, 198.4 and 198.6

Client: Paradigm Environmental, LLC.
Location: WH Lane Construction
600 North Franklin Street, Syracuse, New York
Sample Date: 12/3/2019

Job No: 13420-19
Page: 1 of 6

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	Non-Fibrous Matrix Material %
74	102347	2nd Floor by Small Stairs	Blue/Brown Cove Base	<1.0% Residue Remaining, PLM and TEM Not Required.	N/A	X	N/A	N/A	N/A	N/A
75	102348	2nd Floor by Small Stairs	Yellow Cove Base Adhesive	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
76	102349	2nd Floor by Small Stairs	White/Brown Cove Base	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
77	102350	2nd Floor by Small Stairs	Yellow Cove Base Adhesive	Inconclusive No Asbestos Detected	0%	✓	Actinolite/Tremolite 9.1%	9.1%	None Detected	90.9%

KEY TO NOB COLUMN SYMBOLS
 No Symbol in the NOB column denotes sample analyzed by ELAP Method 198.1 (PLM).
 V NOB (non-friable organically bound) denotes material analyzed by ELAP Method 198.6 (PLM) and 198.4 (TEM) as noted.
 ✓ denotes material analyzed by ELAP Method 198.6 (PLM) per NYSDOH. This Method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
 # denotes friable material analyzed by ELAP Method 198.6 (PLM) and 198.4 (TEM) as noted.
 X denotes sample prepped only by ELAP Method 198.6.
 ** Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.
 Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.") or EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200530-0).

NVLAP
 Lab Code 200530-0 for PLM Analysis
 Microscope: Olympus BH-2 #232953
 PLM Analyst: T. Bush
 PLM Date Analyzed: 12/10/2019

ELAP ID No.: 10958
 Microscope: JOEL-100CX-II #EM-156094-07
 TEM Analyst: M. Lochner
 TEM Date Analyzed: 12/11/2019

Laboratory Results Approved By:
Asbestos Technical Director or Designee **Fernanda Weinman**

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PLM & TEM BULK ASBESTOS ANALYSIS REPORT
via NYSDOH ELAP Method 198.1, 198.4 and 198.6

Client: Paradigm Environmental, LLC.
Location: WH Lane Construction
600 North Franklin Street, Syracuse, New York
Sample Date: 12/3/2019

Job No: 13420-19
Page: 2 of 6

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	Non-Fibrous Matrix Material %
78	102351	2nd Floor Printing Area	Gray Fibrous 2'x4' Ceiling Tile	Inconclusive No Asbestos Detected	0%	#	None Detected	<1.0%	Mineral Wool 20%	80%
79	102352	2nd Floor Printing Area	Gray Fibrous 2'x4' Ceiling Tile	Inconclusive No Asbestos Detected	0%	#	None Detected	<1.0%	Mineral Wool 25%	75%
80	102353	2nd Floor Printing Area	White 12"x12" Floor Tile	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
81	102354	2nd Floor Printing Area	White 12"x12" Floor Tile	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
82	102355	2nd Floor Above Drop Ceiling on Pipes	Tan/Black Insulation Backing	Inconclusive No Asbestos Detected	0%	✓	Chrysotile 4.3%	4.3%	Mineral Wool 1%	94.7%
83	102356	2nd Floor Above Drop Ceiling on Pipes	Tan/Black Insulation Backing	Inconclusive Trace Chrysotile Detected	<1.0%	✓	Stop Positive ** No TEM	N/A	None Detected	100%
87	102360	3rd Story Storage Area	Black Mastic/Cork	<1.0% Residue Remaining, PLM and TEM Not Required.	N/A	X	N/A	N/A	N/A	N/A

KEY TO NOB COLUMN SYMBOLS
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 ✓ NOB (non-friable organically bound) denotes material analyzed by ELAP Method 198.6 (PLM) and 198.4 (TEM) as noted.
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PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.") or EPA 600/M4-B2-020 per 40 CFR 763 (NVIAP Lab Code 200530-0).



Lab Code 200530-0 for PLM Analysis

Microscope: Olympus BH-2 #221797
PLM Analyst: T. Ma

PLM Date Analyzed: 12/10/2019

ELAP ID No.: 10958

Microscope: JOEL-100CX-II #EM-156094-87
TEM Analyst: M. Lochner

TEM Date Analyzed: 12/11/2019

Laboratory Results Approved By:
Asbestos Technical Director or Designee

(Signature)
Fernanda Weinman

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PLM & TEM BULK ASBESTOS ANALYSIS REPORT
via NYSDOH ELAP Method 198.1, 198.4 and 198.6

Client: Paradigm Environmental, LLC.
Location: WH Lane Construction
600 North Franklin Street, Syracuse, New York
Sample Date: 12/3/2019

Job No: 13420-19
Page: 3 of 6

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	Non-Fibrous Matrix Material %
88	102361	3rd Story Storage Area	Black Mastic/Cork	<1.0% Residue Remaining. PLM and TEM Not Required.	N/A	X	N/A	N/A	N/A	N/A
89	102362	5th Floor Storage Area	Brown Fibrous Insulation	None Detected	0%		Not Required	N/A	Mineral Wool 50% Cellulose 40%	10%
90	102363	5th Floor Storage Area	Brown Fibrous Insulation	None Detected	0%		Not Required	N/A	Mineral Wool 50% Cellulose 40%	10%
91	102364	5th Floor Storage Area	Silver Coat	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
92	102365	5th Floor Storage Area	Silver Coat	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
93	102366	5th Floor Storage Area	Black Fibrous Tar	Chrysotile 14%	14%	✓	Not Required	N/A	None Detected	86%
94	102367	5th Floor Storage Area	Black Tar	STOP	POSITIVE	X	SAMPLE	NOT	ANALYZED	N/A

KEY TO NOB COLUMN SYMBOLS
 No Symbol in the NOB column denotes sample analyzed by ELAP Method 198.1 (PLM).
 ✓ NOB (non-friable organically bound) denotes material analyzed by ELAP Method 198.6 (PLM) and 198.4 (TEM) as noted.
 √ denotes material analyzed by ELAP Method 198.6 (PLM) per NYSDOH. This Method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
 // denotes friable material analyzed by ELAP Method 198.6 (PLM) and 198.4 (TEM) as noted.
 X denotes sample prepped only by ELAP Method 198.6.
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PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and In Non-Friable Organically Bound Bulk Samples." per EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200530-0),



Lab Code 200530-0 for PLM Analysis

Microscope: Olympus BH-2 #221797

PLM Analyst: T. Ma

PLM Date Analyzed: 12/10/2019

Microscope: JOEL-100CX-II #EM-156094-87

TEM Analyst: M. Lochner

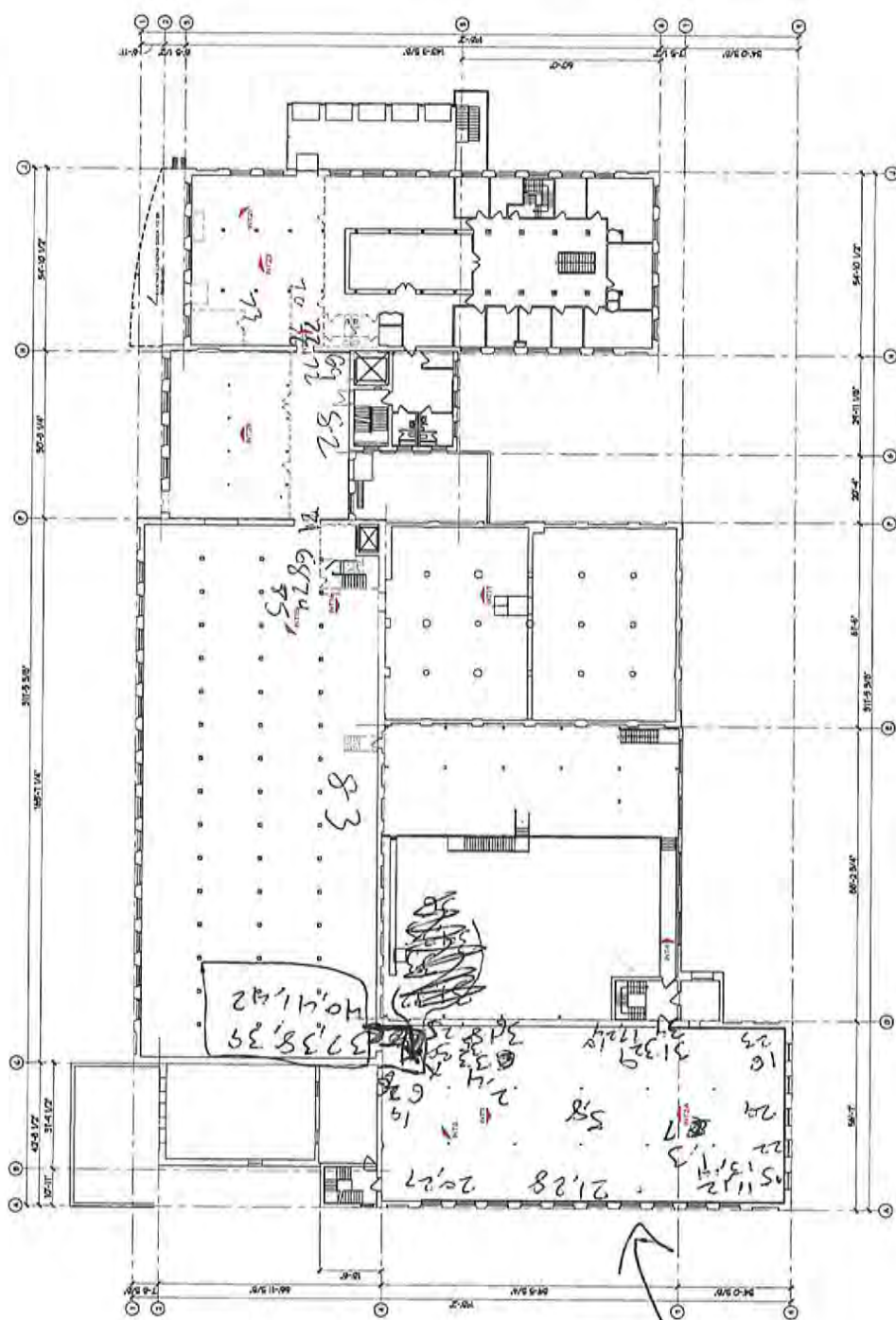
TEM Date Analyzed: 12/11/2019

ELAP ID No.: 10958

Laboratory Results Approved By:
Asbestos Technical Director or Designee

Fernanda Weinman

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2nd Storefront
Franklin Street

REVISIONS		DATE	10/21/16
NO.	DATE	BY	SEA

MERRELL SOULE BUILDING
 500 NORTH FRANKLIN STREET
 SYRACUSE, NEW YORK 13204

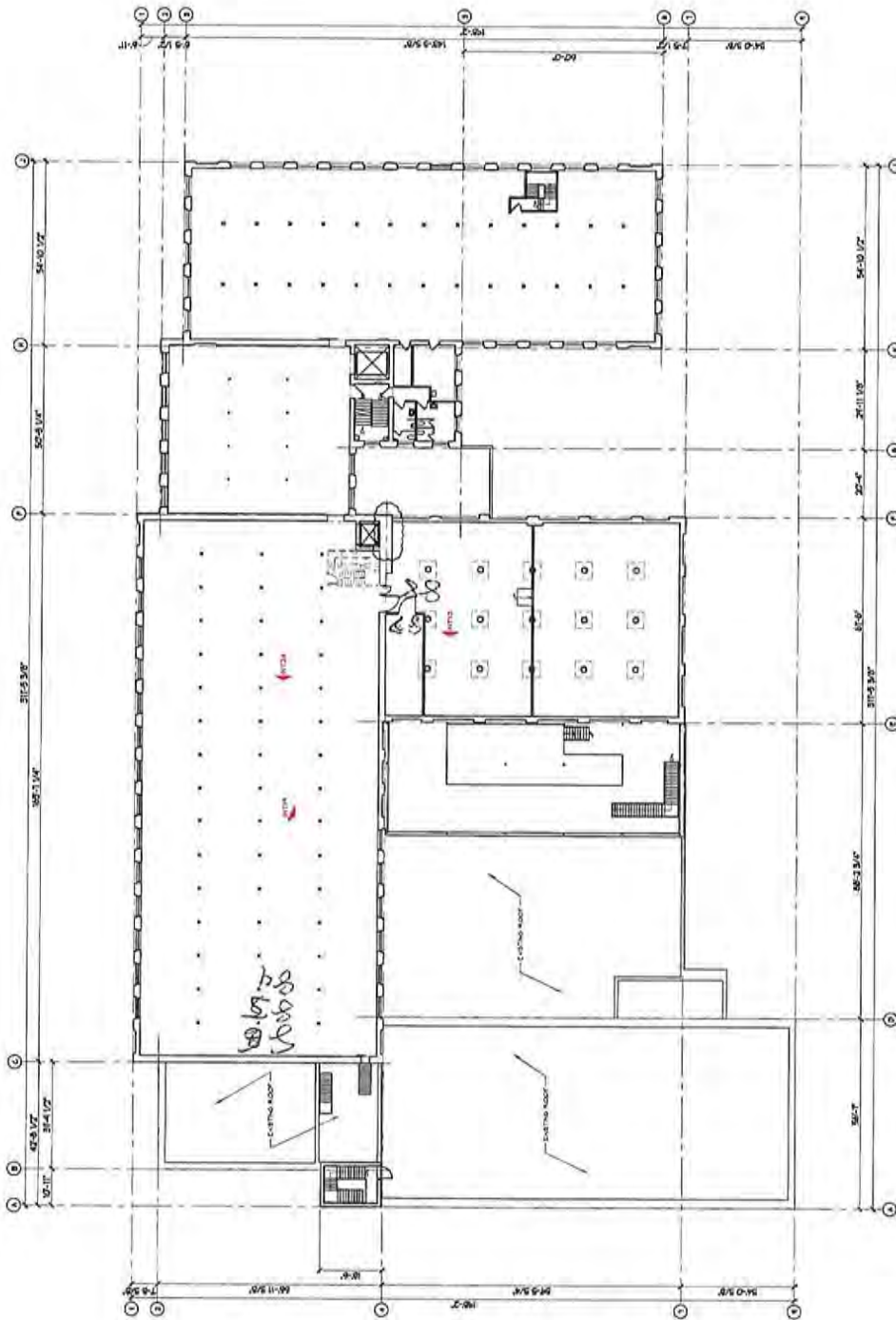
IT IS A REQUIREMENT OF THE
 ENGINEERING BOARD THAT
 ALL DRAWINGS BE CHECKED BY A
 LICENSED PROFESSIONAL ENGINEER
 BEFORE THEY ARE SUBMITTED FOR
 RECORD TO THE LOCAL AGENCY IN
 ACCORDANCE WITH THE
 PROFESSIONAL ENGINEERING
 LAW OF THE STATE OF NEW YORK

**mac knight
 architects**
 212 North Franklin St
 Syracuse, NY 13202
 315.462.1111
 mac@mac-knight.com



10 EXISTING SECOND FLOOR PLAN
 100% FINISHED

A-002

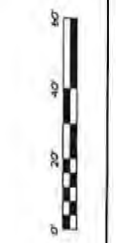


REVISIONS		DATE	10/25/14
NO.	DATE	BY	DRAWN

MERRELL SOULE BUILDING
 600 NORTH FRANKLIN STREET
 SYRACUSE, NEW YORK 13204

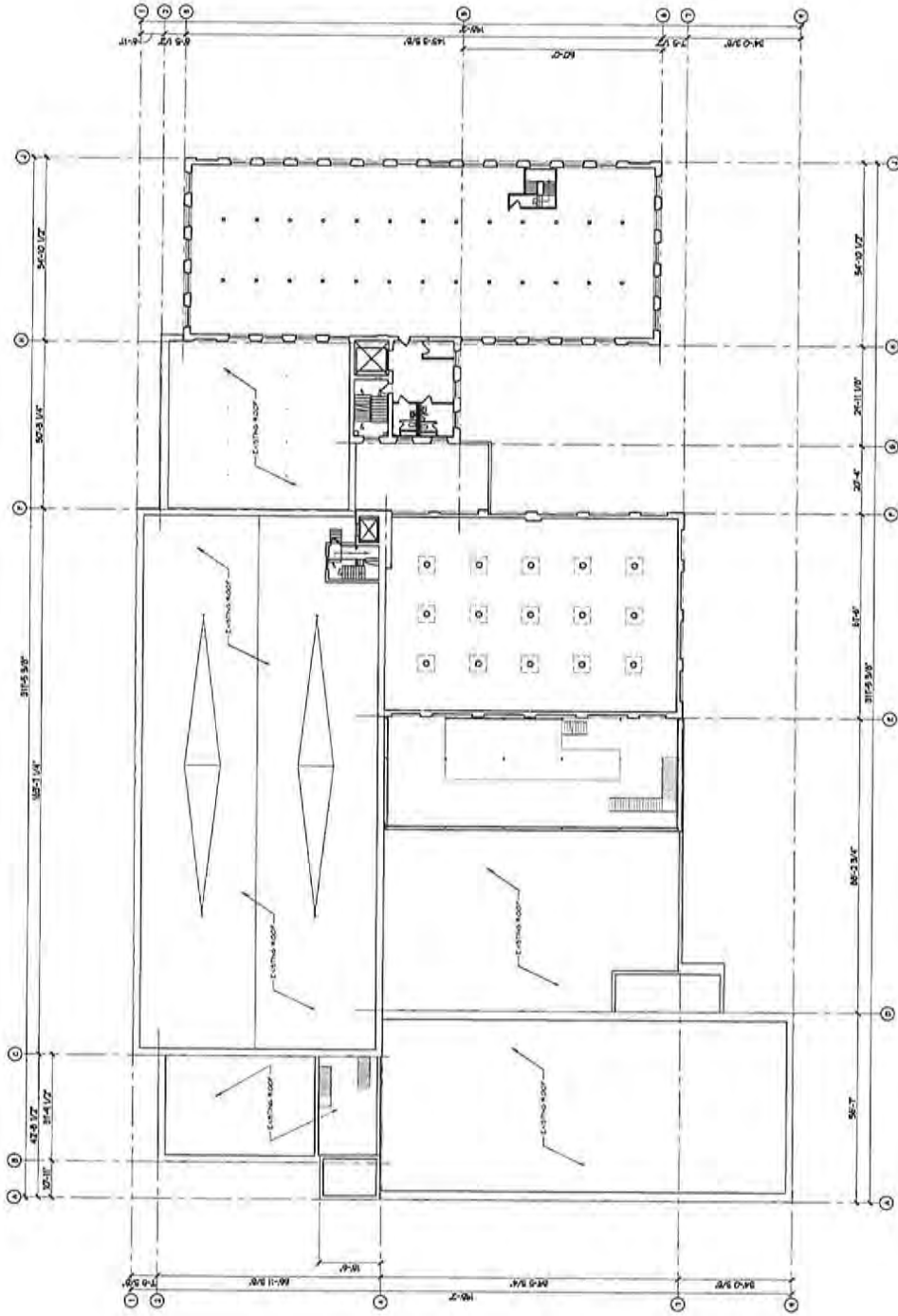
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macknight architects
 212 NORTH FRANKLIN ST
 SYRACUSE, NY 13204
 P: 315.422.0018
 www.macknightarch.com



10 EXISTING THIRD FLOOR PLAN
 SCALE 1/8"=1'-0"

A-003



REVISIONS		DATE	BY
NO.	DATE		
1			
2			
3			
4			
5			

MERRELL SOULE BUILDING
 600 NORTH FRANKLIN STREET
 STRAOUSSE, NEW YORK 13204

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macknight architects
 212 North Franklin St
 Syracuse, NY 13204
 P: 315.462.0018
 macknightarch.com



10 EXISTING FOURTH FLOOR PLAN
 SCALE 1/8"=1'-0"

10/31/14
 EXISTING FOURTH FLOOR PLAN
 A-004

10 EXISTING FIFTH FLOOR PLAN
SCALE 1/8"=1'-0"



macknight architects
212 NORTH BROADWAY
NEW YORK, NY 10013
PH: 212.255.2000

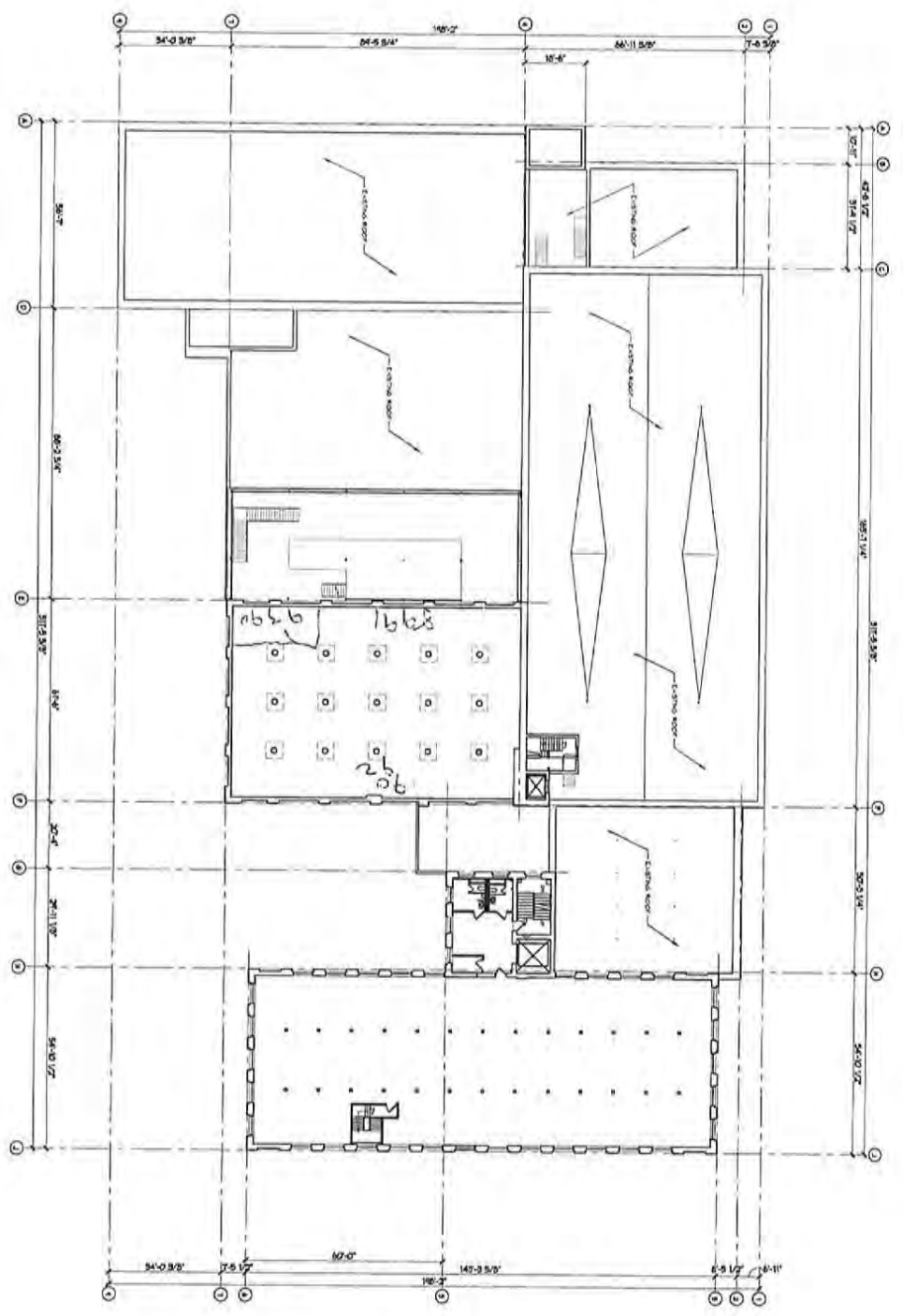
R.E. VAN DYKE, INC.
REGISTERED PROFESSIONAL ENGINEER
ARCHITECTURAL ENGINEERING
LICENSE NO. 10523-01
100 WEST 30TH STREET
NEW YORK, NY 10001

MERRELL SOULE BUILDING
800 NORTH BROADWAY STREET
SPRINGHOUSE, NEW YORK 13294

REVISIONS		DATE	BY	CHKD.

NO. 10/9/14
DATE 10/9/14
BY [Signature]
CHKD. [Signature]

EXISTING FIFTH FLOOR PLAN
A-005



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

Paradigm Environmental LLC
Suite A18E
3 Neptune Road

Poughkeepsie, NY 12601

FILE NUMBER: 19-130569
LICENSE NUMBER: 130569
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 02/08/2019
EXPIRATION DATE: 02/29/2020

Duly Authorized Representative – Jack Kunicki:

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

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2020
Issued April 01, 2019

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. KATHLEEN JOYCE
PARADIGM ENVIRONMENTAL, LLC
6950 EAST GENESEE ST SUITE L1
FAYETTEVILLE, NY 13066

NY Lab Id No: 11555

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:*

Miscellaneous

Asbestos in Friable Material

Item 198.1 of Manual

EPA 600/M4/82/020

NEW
YORK
STATE

Department
of Health

Serial No.: 59703

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2020
Issued April 01, 2019

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. STEVE DEVITO
PARADIGM ENVIRONMENTAL SERVICES INC
179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No: 10958

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:*

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Lead in Dust Wipes	EPA 6010C
Lead in Paint	EPA 6010C

Sample Preparation Methods

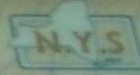
EPA 3050B

NEW YORK STATE Department of Health

Serial No.: 59505

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



MITCHELL A BLACKWELL
CLASS(EXPIRES)
C ATEC(01/20) D INSP(01/20)
H PM (01/20)

CERT# 17-25242
DMV# 368546268

MUST BE CARRIED ON ASBESTOS PROJECTS

EXHIBIT "H"

AMENDED INDUCEMENT RESOLUTION

AMENDED INDUCMENT 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 21st day of April, 2020, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://bit.ly/syrsida-04082020> (or by accessing the link on the Agency's website) and using meeting number 713 934 932 and password SIDA; or via telephone at (408) 418-9388 with access code: 713 934 932, 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: Timothy Lynn, Esq., Chuck Sangster, Kate Maguire, Esq., Jen Tifft; Media Present: Rick Moriarty

The following resolution was offered by Rickey T. Brown and seconded by Steven Thompson:

**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**

WHEREAS, 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, at the request of Dupli Associates, LLC (the “*Company*”), by resolution dated May 16, 2017 (the “*Inducement Resolution*”) the Agency undertook a project (the “*Original Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“*Building 2*”) (bearing tax parcel identification number 118.-06-01.0), each in the City of Syracuse, New York (the “*City*”) (the foregoing collectively referred to as the “*Land*”); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the “*Original Facility*”); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the “*Original Equipment*” and together with the Land and the Original Facility, the “*Original Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “*Original Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in July 2017, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the “*Original Lease Transaction*”). As part of the Original Lease Transaction, the Company and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, and agency lease, a bill of sale, and environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the “*Lease Documents*”); and

WHEREAS, by supplemental application dated February 4, 2020 (the “*Application*”), the Company requested the Agency revise the Original Project (the “*Project*”) as follows: (A)(i) the continuation of an interest in the Land; (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent

limits for the City¹ (the "**AMI**"); and approximately 3,500 sq.ft. of retail space; and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "**Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facilities by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Company has requested the Agency approve the Project, as set forth above, and amend the necessary Lease Documents to effectuate same; and

WHEREAS, as part of the Financial Assistance, the Company requested the Agency consider an amended payment in lieu of tax schedule, which schedule conforms with the Agency's UTEP and accounts for the additional parcels and amendments to the Project included in the Application, and in particular, the commitment to incorporate residential units at AMI; and

WHEREAS, the Company further requested approval of the transfer of some or all of the membership interests in the Company to FS Development Associates LLC whose members are Mark Lane, Joseph Gehm and Timothy Lynn; 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 March 17, 2020 (the "**SEQRA Lead Agency Resolution**"), the Agency classifying a certain project as a Type I Action and declaring the intent of the City Of Syracuse Industrial Development Agency to be lead agency for purposes of a coordinated review pursuant to SEQRA; and

WHEREAS, the Agency adopted a resolution on February 18, 2020 describing the

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

Project and the proposed financial assistance and authorizing a public hearing with respect thereto (“**Public Hearing Resolution**”); and

WHEREAS, the Agency scheduled a public hearing with respect to the Project and the proposed Financial Assistance to be held on March 17, 2020, pursuant to Section 859-a of the Act, notice of which was published on March 5, 2020, in the Post-Standard, a newspaper of general circulation in the City and given to the chief executive officers of the affected tax jurisdictions by letters dated March 4, 2020; however, the public hearing was postponed in order to comply with the restrictions on public gatherings/meetings pursuant to one or more executive orders issued by the Governor; and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on April 21, 2020 pursuant to Section 859-a of the Act and executive order 220.1 issued by the Governor on March 12, 2020, as amended from time to time, notice of which was published on April 9, 2020, in the Post-Standard, a newspaper of general circulation in the City and given to the chief executive officers of the affected tax jurisdictions by letters dated April 10, 2020; and

WHEREAS, by resolution adopted April 21, 2020 (the “**SEQRA Resolution**”), the Agency determined that the Project 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; (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 acquisition or continuation of a controlling interest in the Project Facility by the Agency and the continued or extended designation of the Company as the Agency’s agent for completion of the Project will be an inducement to the Company to construct, 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;

(D) 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;

(E) The Financial Assistance approved hereby includes an exemption from 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 of the appointment or continuation 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 amended, or amended and restated, Lease Documents and any and all other documents or certificates as the Agency may deem necessary to carry out the intent of this Resolution (collectively, the “*Amended Lease Documents*”). The Chair, Vice Chair or Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Amended Lease Documents, 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 Amended Lease Documents, the satisfaction of the conditions of this Resolution, the Amended Lease Documents and the payment by the Company of any attendant fees owed to the Agency for its administration or legal fees, 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 **\$897,912**.

Section 4. Subject to the terms of this Resolution, the Agency authorizes the execution and delivery of the Amended Lease Documents and the Agency authorizes the undertaking of the Project and will: (i) continue its interest in the Land and Facility; accept an

interest in the Equipment; (ii) sublease the Project Facility to the Company pursuant to the Amended 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 Lease Documents, 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 Agency hereby authorizes the assignment of some or all of the membership interests in the Company to FS Development Associates LLC, whose members are Mark Lane, Joseph Gehm and Timothy Lynn provided that to the satisfaction of the Agency and its counsel, the new members assume the obligations and terms of the Amended Lease Documents.

Section 6. The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

Section 7. The Company may utilize, and subject to the terms of this Resolution, the Agreement and the Project Agreement (as defined in the Inducement Resolution and as such documents may be amended as part of the Amended Lease Documents) , 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 8. The Chair, Vice Chair and/or the Executive Director of the Agency, acting

individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein as the (Vice) Chair deems appropriate, and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution and/or the Amended Lease Documents.

Section 9. The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the Company's execution and delivery of the Amended Lease Documents and any other documents necessary to carry out the intent of this Resolution.

Section 10. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 11. Should the Agency's participation in the 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 12. Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and consummate the Lease Documents.

Section 13. The Secretary and/or the Executive Director of the Agency are hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 14. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<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 April 21, 2020, 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”), 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 5/5/2020 _____.

City of Syracuse Industrial Development Agency

DocuSigned by:

66E36E032BE24D0...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "I"

AMENDED PILOT RESOLUTION

AMENDED 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 21st day of April, 2020, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://bit.ly/syrsida-04082020> (or by accessing the link on the Agency's website) and using meeting number 713 934 932 and password SIDA; or via telephone at (408) 418-9388 with access code: 713 934 932, 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: Timothy Lynn, Esq., Chuck Sangster, Kate Maguire, Esq., Jen Tifft; Media Present: Rick Moriarty

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 AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PILOT AGREEMENT

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, at the request of Dupli Associates, LLC (the "**Company**"), by resolution dated May 16, 2017 (the "**Inducement Resolution**"), the Agency undertook a project (the "**Original Project**") consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building ("**Building 1**") (bearing tax parcel identification number 118.-06-08.0); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), each in the City of Syracuse, New York (the "**City**") (the foregoing collectively referred to as the "**Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Facility**"); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Property and the Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in July 2017, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, the Company and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Lease Documents**"); and

WHEREAS, by supplemental application dated February 4, 2020 (the "**Application**"), the Company requested the Agency revise the Original Project (the "**Project**") as follows: (A)(i) the continuation of an interest in the Land; (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); and approximately 3,500 sq.ft. of retail space; and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

approximately 9,500 sq.ft. of retail space (collectively, the "**Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facilities by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Company has requested that the Agency undertake the Project, as set forth above, and amend the necessary Lease Documents to effectuate same; and

WHEREAS, as part of the Financial Assistance, the Company requested the Agency consider an amended payment in lieu of tax schedule (the "**PILOT Schedule**"), as more fully described on **Exhibit "A"** attached hereto, which schedule conforms with the Agency's UTEP and accounts for the additional parcels and amendments to the Project included in the Application, and in particular, the commitment to incorporate residential units at AMI; and

WHEREAS, the Company further requested approval of the transfer of some or all of the membership interests in the Company to FS Development Associates LLC whose members are Mark Lane, Joseph Gehm and Timothy Lynn; and

WHEREAS, the Agency scheduled a public hearing with respect to the Project and the proposed Financial Assistance to be held on March 17, 2020, pursuant to Section 859-a of the Act, notice of which was published on March 5, 2020, in the Post-Standard, a newspaper of general circulation in the City and given to the chief executive officers of the affected tax jurisdictions by letters dated March 4, 2020; however, the public hearing was postponed in order to comply with the restrictions on public gatherings/meetings pursuant to one or more executive orders issued by the Governor; and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on April 21, 2020 pursuant to Section 859-a of the Act and executive order 220.1 issued by the Governor on March 12, 2020, as amended from time to time, notice of which was published on April 9, 2020, in the Post-Standard, a newspaper of general circulation in the City and given to the chief executive officers of the affected tax jurisdictions by letters dated April 10, 2020; and

WHEREAS, on April 21, 2020, the Agency resolved to classify the Project as a Type 1 Action pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "**SEQRA**") and determined that the action will not have a significant effect on the environment (the "**SEQRA**");

Resolution"); and

WHEREAS, by resolution adopted April 21, 2020 (the “**Amended Inducement Resolution**”), the Agency approved the Project and the Financial Assistance; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the proposed PILOT Schedule, as part of the Financial Assistance: (i) will induce the Company to develop the Project Facility in the City; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the 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 in furtherance of the purposes of the Act.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon the representations made by the Company to the Agency, and the reasons presented by the Company in support of its request for the PILOT Schedule, the Agency hereby approves the amended PILOT Schedule and the (Vice) Chair and Executive Director, acting individually, are each authorized to execute and deliver an amended payment in lieu of taxes 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 approved by the Agency for other similar transactions and consistent with this Resolution and as approved by the Chair or Vice Chair of the Agency upon the advice of counsel to the Agency.

(2) The (Vice) Chair and/or Executive Director, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any and all such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to herein as the (Vice) Chair shall approve, and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

(3) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual 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 Financial Assistance and consummate the Lease Documents.

(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 PILOT Agreement and the Amended Lease Documents (as defined in the Amended Inducement Resolution) 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 April 21, 2020, 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.

5/5/2020 **IN WITNESS WHEREOF**, I have set my hand and affixed the seal of the Agency on _____.

City of Syracuse Industrial Development Agency

DocuSigned by:

85E35E032BE24D9...
Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"

PROPOSED PILOT SCHEDULE

**Total Annual
Payment**

<i>Year</i>	<i>Amount</i>	
1	\$73,706.22	7/1/2018
2	\$75,180.34	7/1/2019
3	\$76,683.95	7/1/2020
4	\$78,217.63	7/1/2021
5	\$79,781.98	7/1/2022
6	\$81,377.62	7/1/2023
7	\$83,005.18	7/1/2024
8	\$84,665.28	7/1/2025
9	\$86,358.58	7/1/2026
10	\$88,085.76	7/1/2027
11	\$161,084.37	7/1/2028
12	\$236,967.70	7/1/2029
13	\$315,821.93	7/1/2030
14	\$397,735.54	7/1/2031
15	\$482,799.37	7/1/2032
Total	\$2,401,471.46	-

EXHIBIT "J"

AMENDED FINAL APPROVING RESOLUTION

AMENDED 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 21st day of April, 2020, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://bit.ly/syrsida-04082020> (or by accessing the link on the Agency's website) and using meeting number 713 934 932 and password SIDA; or via telephone at (408) 418-9388 with access code: 713 934 932, 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: Timothy Lynn, Esq., Chuck Sangster, Kate Maguire, Esq., Jen Tifft; Media Present: Rick Moriarty

The following resolution was offered by Steven Thompson and seconded by Dirk Sonneborn:

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 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, at the request of Dupli Associates, LLC (the “**Company**”), by resolution dated May 16, 2017 (the “**Inducement Resolution**”), the Agency undertook a project (the “**Original Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“**Building 1**”) (bearing tax parcel identification number 118.-06-08.0); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“**Building 2**”) (bearing tax parcel identification number 118.-06-01.0), each in the City of Syracuse, New York (the “**City**”) (the foregoing collectively referred to as the “**Land**”); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the “**Facility**”); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the “**Original Equipment**” and together with the Property and the Facility, the “**Original Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Original Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in July 2017, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the “**Original Lease Transaction**”). As part of the Original Lease Transaction, the Company and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the “**Lease Documents**”); and

WHEREAS, by supplemental application dated February 4, 2020 (the “**Application**”), the Company requested the Agency revise the Original Project (the “**Project**”) as follows: (A)(i) the continuation of an interest in the Land; (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the “**AMI**”); and approximately 3,500 sq.ft. of retail space; and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "**Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facilities by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Company has requested the Agency approve the Project, as set forth above, and amend the necessary Lease Documents to effectuate same; and

WHEREAS, as part of the Financial Assistance, the Company requested the Agency consider an amended payment in lieu of tax schedule which schedule conforms with the Agency's UTEP and accounts for the additional parcels and amendments to the Project included in the Application, and in particular, the commitment to incorporate residential units at AMI; and

WHEREAS, the Company further requested approval of the transfer of some or all of the membership interests in the Company to FS Development Associates LLC whose members are Mark Lane, Joseph Gehm and Timothy Lynn; and

WHEREAS, the Agency scheduled a public hearing with respect to the Project and the proposed Financial Assistance to be held on March 17, 2020, pursuant to Section 859-a of the Act, notice of which was published on March 5, 2020, in the Post-Standard, a newspaper of general circulation in the City and given to the chief executive officers of the affected tax jurisdictions by letters dated March 4, 2020; however, the public hearing was postponed in order to comply with the restrictions on public gatherings/meetings pursuant to one or more executive orders issued by the Governor; and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on April 21, 2020 pursuant to Section 859-a of the Act and executive order 220.1 issued by the Governor on March 12, 2020, as amended from time to time, notice of which was published on April 9, 2020, in the Post-Standard, a newspaper of general circulation in the City and given to the chief executive officers of the affected tax jurisdictions by letters dated April 10, 2020; and

WHEREAS, the Agency adopted a resolution on February 18, 2020 (the “*SEQRA Lead Agency Resolution*”) entitled:

RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION AND DECLARING THE INTENT OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY TO BE LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on April 21, 2020 (the “*SEQRA Resolution*”) entitled:

RESOLUTION DETERMINING THAT THE UNDERTAKING OF A CERTAIN PROJECT AT THE REQUEST OF DUPLI ASSOCIATES, LLC WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on April 21, 2020 (the “*Amended 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

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on April 21, 2020 (the “*Amended PILOT Resolution*”) entitled:

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

which resolution is in full force and effect and has not been amended or modified.

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 the SEQRA Resolution, the Amended Inducement Resolution, the Amended 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 or continuation 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 Amended PILOT Resolution and the continued or extended 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 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, construct, equip and complete the Project Facility;

(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;
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 terms of this Resolution, the Amended Inducement Resolution and the Amended PILOT Resolution, the Agency authorizes the execution and delivery of the Amended Lease Documents and the Agency authorizes the undertaking of the Project and will: (i) continue its interest in the Land and Facility; accept an interest in the Equipment; (ii) sublease the Project Facility to the Company pursuant to the Amended 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 Lease Documents, 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 (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 Amended Lease Documents (as defined in the Amended 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 herein 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 attorneys fees.

Section 9. The Secretary and/or Executive Director of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 10. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<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 April 21, 2020, 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”), 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 5/5/2020 _____.

City of Syracuse Industrial Development Agency

DocuSigned by:



66E36E032BE24D0...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "K"

APPROVING RESOLUTION

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 20th day of October, 2020, at 8:15 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m782ebe9509c9319af567b95fe9c73671> (or by accessing the link on the Agency's website) and using meeting number 173 874 6604 and password NHpphcv4w79; or via telephone at (408) 418-9388 with access code: 173 874 6604, 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): Amy Web, Sarah Stevens, Shawn Griffin, Esq., Suzanne Slack, Adam Sonenshine, Maarten Jacobs, Robert Sweet, Will Menkes, Lauryn LaBorde, Iran Elahi and Andy Barfield

The following resolution was offered by Kenneth Kinsey and seconded by Steven Thompson:

RESOLUTION AUTHORIZING THE ADDITION OF A PROJECT OWNER OR OPERATOR, AMENDMENTS TO CERTAIN TRANSACTIONAL DOCUMENTS AND THE EXECUTION AND DELIVERY THEREOF

WHEREAS, 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, at the request of Dupli Associates, LLC (the “**Company**”), by resolution dated May 16, 2017 (the “**Inducement Resolution**”), the Agency undertook a project (the “**Original Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“**Building 1**”) (bearing tax parcel identification number 118.-06-08.0); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“**Building 2**”) (bearing tax parcel identification number 118.-06-01.0), each in the City of Syracuse, New York (the “**City**”) (the foregoing collectively referred to as the “**Land**”); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the “**Facility**”); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the “**Original Equipment**” and together with the Property and the Facility, the “**Original Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Original Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in July 2017, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Financial Assistance (the “**Original Lease Transaction**”). As part of the Original Lease Transaction, the Company and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, an agency lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the “**Lease Documents**”); and

WHEREAS, by supplemental application dated February 4, 2020 (the “**Application**”), the Company requested the Agency revise the Original Project (the “**Project**”) as follows: (A)(i) the continuation of an interest in the Land; (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the “**AMI**”); and approximately 3,500 sq.ft. of retail space; and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "**Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facilities by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Company advised that the project would take place in phases to accommodate the historic designation process; and

WHEREAS, as part of the Financial Assistance, the Company requested the Agency consider an amended payment in lieu of tax schedule for the Project (the "**Project PILOT Schedule**") which schedule conformed with the Agency's UTEP and accounts for the amendments to the Project included in the Application, and in particular, the commitment to incorporate residential units at AMI. A copy of the Project PILOT Schedule is attached hereto at **Exhibit "A"** and demonstrates a total savings of \$2,401,471.46 over the term of the Project PILOT Schedule; and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on April 21, 2020 pursuant to Section 859-a of the Act and executive order 220.1 issued by the Governor on March 12, 2020, as amended from time to time, notice of which was published on April 9, 2020, in the Post-Standard, a newspaper of general circulation in the City and given to the chief executive officers of the affected tax jurisdictions by letters dated April 10, 2020; and

WHEREAS, by resolution adopted April 21, 2020 (the "**SEQRA Resolution**"), the Agency determined that the Project will not have a significant adverse effect on the environment and issued a negative declaration; and

WHEREAS, by resolution adopted April 21, 2020 the Agency approved the Project and the Project PILOT Schedule, as set forth above, and the amendment of the necessary Lease Documents to effectuate same; and

WHEREAS, by correspondence dated October 5, 2020, the Company advised that it was ready to proceed with the rehabilitation and renovations to Building 1 located at 600 North Franklin Street and has identified a historic tax credit investor for that portion of the Project. Building 2 is not ready to proceed as it is awaiting approval from New York State Historic Preservation Office and National Park Service relative to its historic designation; and

WHEREAS, to satisfy the tax credit investor and separate financing sources to allow for the syndication of historical tax credits relative to Building 1, the Company is required to set up a separate single purpose entity to own Building 1 (with the same structure being applied to Building 2 upon its historic designation) (collectively, the "**Ownership Structure**"). In order to accommodate the Ownership Structure, the Company has requested that the Lease Documents be amended and bifurcated into two sets of agreements, one for each parcel with the Company *and* the applicable single purpose entity created to hold each property being a party to the respective amended Lease Documents, including an amendment to the payment in lieu of taxes agreement and the bifurcation of the Project PILOT Schedule to allow for separate payment in lieu of taxes agreements and schedules for each property which would provide for the same base assessment for each parcel as under the original Project PILOT Schedule; namely \$1,340,000 on Building 1 and \$510,000 on Building 2. The proposed new payment in lieu of taxes schedule for each Building 1 and Building 2 is attached hereto at **Exhibit "B"** (collectively, the "**New PILOT Schedules**"). While the New PILOT Schedules are split, the total aggregate benefit received under the New PILOT Schedules over the terms thereof is equal to \$2,401,471.46, the same savings as under the original Project PILOT Schedule. The amendments to the Lease Documents are hereafter collectively referred to as the "**Amendments**".

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 Amendments do not amount to a significant change in the Project from what was originally approved by the Agency, and therefore further review under SEQRA and amendment of the Agency's prior SEQRA negative declaration shall not be required.

(b) The Agency authorizes the Ownership Structure, the New PILOT Schedules and the Amendments.

(2) Provided there is no event of default under the Lease Documents, the Agency is authorized to execute all documents necessary to effectuate the Amendments and the Executive Director, the Chair and Vice Chair of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the documents upon the advice of counsel to the Agency. The execution thereof by the Executive Director, the Chair or Vice Chair constitutes conclusive evidence of such approval.

(3) As a further condition of the Amendments, the Company will submit to the Agency: (i) any administrative fee associated with this request; (ii) any legal fees incurred by the Agency in connection with this request; and (iii) any other information requested by the Agency in order to comply with any State reporting requirements.

(4) 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.

(5) The Secretary of the Agency is hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(6) 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	
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 October 20, 2020, 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 11/20/2020.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E35E032BE24D9...
Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"**PROJECT PILOT SCHEDULE****Total Annual
Payment**

<i>Year</i>	<i>Amount</i>	
1	\$73,706.22	7/1/2018
2	\$75,180.34	7/1/2019
3	\$76,683.95	7/1/2020
4	\$78,217.63	7/1/2021
5	\$79,781.98	7/1/2022
6	\$81,377.62	7/1/2023
7	\$83,005.18	7/1/2024
8	\$84,665.28	7/1/2025
9	\$86,358.58	7/1/2026
10	\$88,085.76	7/1/2027
11	\$161,084.37	7/1/2028
12	\$236,967.70	7/1/2029
13	\$315,821.93	7/1/2030
14	\$397,735.54	7/1/2031
15	\$482,799.37	7/1/2032
Total	\$2,401,471.46	

EXHIBIT "B"**NEW PILOT SCHEDULES****SOLAR STREET PILOT****Total Annual Payment**

<i>Year</i>	<i>Amount</i>	
1	\$20,319.01	7/1/2018
2	\$20,725.39	7/1/2019
3	\$21,139.90	7/1/2020
4	\$21,562.70	7/1/2021
5	\$21,993.95	7/1/2022
6	\$22,433.83	7/1/2023
7	\$22,882.51	7/1/2024
8	\$23,340.16	7/1/2025
9	\$23,806.96	7/1/2026
10	\$24,283.10	7/1/2027
11	\$56,414.50	7/1/2028
12	\$89,821.44	7/1/2029
13	\$124,542.09	7/1/2030
14	\$160,615.64	7/1/2031
15	\$198,082.32	7/1/2032
Total	\$851,963.50	

FRANKLIN STREET PILOT**Total Annual Payment**

<i>Year</i>	<i>Amount</i>	
1	\$53,387.21	7/1/2018
2	\$54,454.95	7/1/2019
3	\$55,544.05	7/1/2020
4	\$56,654.93	7/1/2021
5	\$57,788.03	7/1/2022
6	\$58,943.79	7/1/2023
7	\$60,122.67	7/1/2024
8	\$61,325.12	7/1/2025
9	\$62,551.62	7/1/2026
10	\$63,802.66	7/1/2027
11	\$104,669.88	7/1/2028
12	\$147,146.26	7/1/2029
13	\$191,279.84	7/1/2030
14	\$237,119.90	7/1/2031
15	\$284,717.05	7/1/2032
Total	\$1,549,507.95	

AFFIDAVIT RE: MORTGAGE TAX EXEMPTION

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

JUDITH DELANEY, being duly sworn, deposes and says:

She is the Executive Director of the City of Syracuse Industrial Development Agency (the “*Agency*”).

The Agency is an industrial development agency duly established under Title I of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, and Chapter 641 of the Laws of 1979 of the State (collectively, the “*Act*”), and it is a corporate governmental agency constituting a public benefit corporation of the State.

By resolutions adopted April 21, 2020 and October 20, 2020, the Agency, at the request of Dupli Associates LLC (“*Dupli*”) and 600 Franklin Owner LLC (“*600 Franklin*”) and together with Dupli, collectively, the “*Company*”) agreed to undertake a project (the “*Project*”) consisting of: (A)(i) the continuation of an interest in 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) improved by an approximate 149,000 square foot building (“*Building 1*”) (bearing tax parcel identification number 118.-06-08.0), located in the City of Syracuse, New York (the “*City*”) (the “*Land*”); (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City^[1] (the “*AMI*”); and approximately 3,500 sq.ft. of retail space (collectively, the “*Facility*”); and (iii) the acquisition and installation in and at the Land and Building 1 of furniture, fixtures and equipment (the “*Equipment*”) and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “*Financial Assistance*”); (C) the appointment of 600 Franklin or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended lease agreement and the acquisition of an interest in the Equipment pursuant to one or more bill(s) of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to an amended sublease agreement.

600 Franklin and the Agency are mortgaging their respective interests in the improved real property described on **Exhibit “A”** to **Matt Industries Inc., J. Kemper Matt, J. Kemper**

^[1] As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

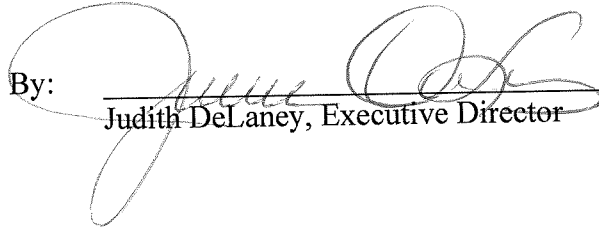
Matt, Jr., Julie Morgan Matt, Alec Matt, Stephen Elliott, and Central New York Community Foundation, Inc. (collectively, the “*Mortgagee*”), pursuant to a certain Mortgage and Security Agreement, dated December 16, 2020 in the amount of \$1,650,000 (the “*Mortgage*”). The Mortgage is pledged to secure 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.

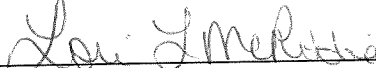
Deponent submits that no mortgage tax, other than as may be required in Section 874(1) of the Act and Section 252(2) of the Tax Law of the State of New York with respect to the portion of the tax allocable to the Central New York Regional Transportation District, should be imposed upon the Mortgage, insomuch as the Mortgage is being executed and delivered under the State authority creating the Agency, insomuch as the use by the Agency of its powers to secure the payment of principal and interest on the loan is deemed by Article 18-A public purpose essential to the public interest, and insomuch as both the New York State Department of Taxation and Finance and Counsel to the New York State Department of Taxation and Finance have expressed their opinion that the recording of similar documents by similar agencies organized under Article 18-A of the New York General Municipal Law are operations of said agencies entitled to exemption from the mortgage recording tax.

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**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

Subscribed and sworn to before me
this 31st day of December, 2020.


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

600 Franklin Street North to Solar Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Salina Marsh Lot 39 in said City, being part of lands conveyed to Borden's Food Products Company, Inc., and/or Borden, Inc. by the following 3 deeds:

1. from Borden's Milk Products Company, Inc. dated January 4, 1936 and recorded in Onondaga County Clerk's Office in Book of Deeds 800 at Page 192;
2. from James A. Jacobs and Susan Jacobs dated July 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
3. from Woodstead Enterprises, LTD. dated November 28, 1988 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

and being more particularly described as follows:

Beginning at a drill hole set in the northeasterly boundary of Solar Street, said point being the most westerly corner of lands conveyed by Borden, Inc. to the City of Syracuse for public purposes by deed recorded in Onondaga County Clerk's Office in Book 3507 at Page 168, said point also being 126.68 feet distant northwesterly, measured along said northeasterly street boundary, from its intersection with the northwesterly boundary of Plum Street; running thence N 28° 09' 10" W along said northeasterly boundary of Solar Street, a distance of 292.22 feet to a capped iron pin found at its intersection with the division line between said lands of Borden, Inc. on the south and lands of Syracuse Scale Co., Inc. (reputed owner) on the north; thence N 80° 59' 20" E along said division line, a distance of 76.21 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along said division line, a distance of 112.76 feet to a capped iron pin found at a point of curvature; thence northeasterly, continuing along said division line and along the division line between said lands of Borden, Inc. on the southeast and lands of 667 N. Clinton Street Associates (reputed owner) on the northwest, following a curve to the right having a radius of 371.02 feet, a central angle of 12° 13' 48", and a chord bearing N 67° 57' 44" E, 79.05 feet, an arc distance of 79.20 feet to an iron pipe set; thence N 61° 50' 50" E, continuing along the last mentioned division line, a distance of 330.83 feet to a lag bolt in concrete set at its intersection with the southwesterly boundary of North Clinton Street; thence S 28° 09' 10" E along said street boundary, a distance of 212.14 feet to a nail and flag in concrete found; thence s 61° 50' 50" w along the division line between said lands of Borden, Inc. on the northwest and lands of Franklin Square Rousing Associates (reputed owner) on the southeast, a distance of 245.00 feet to a capped iron pin found; thence S 28° 09' 10" E continuing along said division line, a distance of 33.00 feet to a capped iron pin found; thence s 61° 50' 50" w continuing along said division line, a distance of 30.00 feet to a capped iron pin found at its intersection with the northeasterly boundary of North Franklin Street; thence N 28° 09' 10 W along said street boundary, a distance of 33.00 feet to a PK nail set at the most northerly corner of said North Franklin Street; thence s 61° 50' 50" W along the northwesterly boundary of North Franklin Street, a distance of 60.00 feet to a masonry anchor set at the most westerly corner thereof; thence S 28° 09' 10" E along the southwesterly boundary of said North Clinton Street, a distance of 46.67 feet to an iron pipe set at the most northerly corner of the aforementioned lands conveyed by Borden, Inc. to the City of Syracuse for public purposes; thence s 61° 50' 50" w along the northwesterly boundary of said lands, said boundary also being the northwesterly boundary of Gail Borden Drive, a distance of 259.18 feet to the point of beginning.

**GENERAL CERTIFICATE OF
DUPLI ASSOCIATES LLC**

This certificate is made in connection with the execution by Dupli Associates LLC, a New York State limited liability company (“**Dupli**”) of the Dupli Building 2 Project Agreement, the Dupli Building 2 Company Lease, the Dupli Building 2 Agency Lease, the Mortgage (if any), the Environmental Compliance and Indemnification Agreement, the Dupli Building 2 PILOT Agreement and any other document now or hereafter executed by Dupli in connection with the City of Syracuse Industrial Development Agency (the “**Agency**”) agreeing at the request of the Dupli and 156 Solar Street LLC (“**156 Solar**” and together with Dupli, the “**Company**”) to undertake a project (the “**Project**”) consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“**Building 2**”) (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the “**City**”) (the “**Land**”); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the “**AMI**”); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the “**Facility**”); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Financial Assistance**”); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended lease agreement and the acquisition of an interest in the Equipment pursuant to one or more bill(s) of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to an amended sublease agreement.

Dupli was the owner of the Land and the Facility but contemporaneously with the execution and delivery of the Dupli Building 2 Agency Lease, dated as of December 1, 2020, by and among the Agency and the Company, Dupli transferred ownership of the Project Facility to 156 Solar.

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to such terms in the Dupli Building 2 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.

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

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 Dupli 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 Dupli’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. Dupli 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 business corporation 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 Dupli issued by the New York State Secretary of State.

4. For the term of the Dupli Building 2 Agency Lease, Dupli shall hold ninety (90) percent of 156 Solar's membership interests.

5. Dupli has full legal right, power and authority to execute and deliver the Dupli Company Documents and to consummate the transactions on the part of Dupli contemplated by the Company Documents. The Company Documents have been duly authorized, executed, and delivered by the Managing Member on behalf of Dupli 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 resolutions of the Managing Member of Dupli (collectively, the “**Resolution**”) in respect of the execution, delivery and performance of the Dupli Company Documents.

6. Dupli acknowledges, and wherever applicable agrees, to comply with and be bound by all of the Agency's policies.

7. Dupli understands and agrees that it is the preference of the Agency that Dupli provide, or cause to be provided, 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. Dupli further understands and acknowledges that consideration will be given by the Agency to Dupli's efforts to comply, or cause 156 Solar 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 Dupli.

8. 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 Dupli or for the execution and delivery by Dupli of the Dupli Company Documents or the consummation on the part of Dupli of the transactions contemplated thereby have been obtained.

9. 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 Dupli or, to the knowledge of Dupli, any basis therefor: (i) in any way affecting the organization, existence or good standing of Dupli; (ii) contesting or materially affecting the validity or enforceability of the Dupli Company Documents; (iii) contesting the powers of Dupli or its authority with respect to the Dupli Company Documents; (iv) contesting the authority of Dupli to act on behalf of Dupli or the authority of the representatives of Dupli to act on behalf of Dupli; (v) wherein an unfavorable decision, ruling or finding would have a material adverse effect on: (A) the financial condition or operations of Dupli; or (B) the consummation on the part of Dupli of the transactions contemplated by any Dupli Company Documents.

10. The execution and delivery by Dupli of the Dupli Company Documents and the consummation by Dupli 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 Dupli; (ii) any applicable law, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental body or other requirement to which Dupli is subject; or (iii) any contract, agreement, mortgage (if any), lease, guaranty, commitment or other obligation or instrument to which Dupli is a party or by which Dupli or its properties is bound.

11. All information concerning the Project Facility and Dupli submitted to the Agency and any Mortgagee by Dupli, and or 156 Solar, 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. Dupli represents and warrants that it has no employees and therefore is not now required to carry worker's compensation insurance. Dupli represents and acknowledges that in the event it hires any employees in the future, it has an obligation pursuant to the Agency Lease, dated as of December 1, 2020 by and between the Company and the Agency, to obtain worker's compensation insurance and provide proof of same to the Agency.

12. Assuming the valid authorization, execution and delivery of the Dupli Building 2 Agency Lease and the other Dupli Company Documents by the other parties thereto, the Dupli Building 2 Agency Lease Agency Lease and the other Dupli Company Documents are the legal, valid and binding obligations of Dupli, enforceable against Dupli 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 Dupli or, to the best of knowledge of the undersigned, no event of default on the part of any other party to the Dupli 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. Dupli 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 Dupli Company Documents.

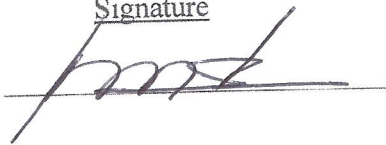
13. All permits (including building permits), licenses and authorizations necessary for the construction, ownership and operation of the Project in the manner contemplated by each of the Dupli Company Documents have been obtained or will be obtained, and said construction, ownership and operation will not, to the best knowledge of Dupli, conflict with any zoning or similar ordinance applicable to the Project. To the best of Dupli's knowledge, the Project conforms to all material environmental regulations.

14. There is no Event of Default or default on the part of Dupli under the Dupli Building 2 Project Agreement, the Dupli Building 2 Company Lease, the Dupli Building 2 Agency Lease, the Dupli Building 2 PILOT Agreement, the Environmental Compliance and Indemnification Agreement or any other Dupli 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.

15. The Dupli Building 2 Project Agreement, the Dupli Building 2 Company Lease, the Dupli Building 2 Agency Lease, the Dupli Building 2 PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the other Dupli Company Documents are in full force and effect and Dupli has not assigned or pledged any of its rights under these documents.

16. Dupli 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.

17. The authorized representatives of Dupli who, pursuant to the Resolution, are authorized to execute the Dupli 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>
Mark E. Lane		Managing Member of FS Development Associates, LLC, Manager of Dupli Associates, LLC

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IN WITNESS WHEREOF, I have set my hand and signature as officer of Dupli as of December 1, 2020.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC, its Manager

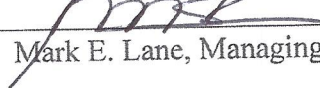
By: 
Mark E. Lane, Managing Member

EXHIBIT "A"
ARTICLES OF ORGANIZATION

**State of New York }
Department of State }^{SS:}**

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 seal of the Department of State on

MAR 06 1998



J. Clark

Special Deputy Secretary of State

ARTICLES OF ORGANIZATION

OF

DUPLI ASSOCIATES LLC

19803000355

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

DUPLI ASSOCIATES LLC

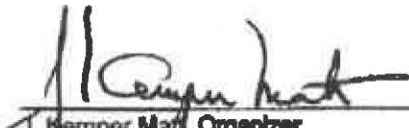
SECOND: The county within the state in which the principal office of the limited liability company is to be located is the County of Onondaga.

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the department of state shall mail a copy of any process served against it is:

**DUPLI ASSOCIATES LLC
360 West Jefferson Street
Syracuse, New York 13202**

FOURTH: The limited liability company is to be managed by one or more members.

IN WITNESS WHEREOF, this certificate has been subscribed this 26 day of February, 1998, by the undersigned who affirm that the statements made herein are true under penalties of perjury.



J. Kemper **Man. Organizer**
360 **West Jefferson Street**
Syracuse, **New York 13202**

|

ARTICLES OF ORGANIZATION

980304000 355

OF

DUPLI ASSOCIATES LLC

Under Section 203 of the Limited Liability Company Law

Filed by:

MACKENZIE, SMITH, LEWIS, MICHELL & HUGHES LLP
101 SOUTH SALINA STREET
SYRACUSE, NY 13221

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NEW YORK
DEPT. OF STATE
MAR 04 1998

[Signature]

980304000

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EXHIBIT “B”
OPERATING AGREEMENT

**AMENDED & RESTATED
OPERATING AGREEMENT OF
DUPLI ASSOCIATES LLC**

A NEW YORK LIMITED LIABILITY COMPANY

FS Development Associates, LLC, being its sole manager and member ("Member"), hereby declares the following to be the Operating Agreement of Dupli Associates LLC effective the 16th day of December 2020.

1. Name. The name of the limited liability company (the "LLC") is Dupli Associates LLC.

2. Purpose and Powers; Filings.

(a) The purpose of the LLC is to engage in any activity for which limited liability companies may be organized in the State of New York. The LLC shall possess and may exercise all of the powers and privileges granted by the New York State Limited Liability Company Law, as that statute is amended from time to time (the "Act") or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the LLC.

(b) The Manager shall cause to be done all such filing, recording, publishing, or other acts as may be necessary or appropriate from time to time to comply with the requirements of law for the formation and operation of a limited liability company in the State of New York and any such requirements in any other jurisdiction in which the LLC may do business. All costs incurred in connection with the foregoing, including, without limitation, legal fees in connection therewith, shall be expenses of the LLC and shall be reimbursed promptly by the LLC upon the completion of such action if paid by the Manager.

3. Designated Agent; Mailing Address. The Secretary of State is designated as agent of the Limited Liability Company upon whom process against it may be served. The post office address within or without the 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 113 Court Street, Binghamton, New York 13901.

4. Admission of Member. FS Development Associates, LLC is admitted as the sole Member of the LLC.

5. Interest. "Interest" shall mean the membership interest of the Member in the LLC (as defined in the Act), including the rights and obligations of the Member under this Agreement.

6. Capital Contributions. The Member may contribute property, real, personal, tangible or intangible, to the Company from time to time as the Member may determine.

7. Tax Characterization and Returns. Until such time as the LLC has more than one Member, the LLC shall be a "disregarded entity" solely for the purposes of federal and state income tax reporting. All provisions of the LLC's Articles of Organization and this Agreement are to be construed so as to preserve that tax status under those circumstances. In the event one or more additional Members is admitted to the LLC, the LLC shall be treated as a partnership for federal and all relevant state tax purposes and shall make all available elections to be so treated.

8. Management.

(a) Manager. The management of the LLC shall be vested in a Manager selected by the Member. Unless the Member determines otherwise, the LLC shall have one Manager. The Member affirms the selection of FS Development Associates, LLC as the Manager of the LLC to serve until its successor is selected. A Manager shall remain in office until removed by a written instrument signed by the Member or until such Manager resigns in a written instrument delivered to the Member or such Manager dies or is unable to serve. In the event of any such vacancy, the Member or his personal representative may fill the vacancy. The Manager shall perform its duties in good faith, in a manner it reasonably believes to be in the best interests of the LLC, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person who so performs his duties shall not have any liability by reason of serving or having served as a Manager. A Manager shall not be liable under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the LLC. All powers to control and manage the business and affairs of the LLC shall be exclusively vested in the Manager, and the Manager may exercise all powers of the LLC and do all such lawful acts as are not by statute, the Articles of Organization or this Agreement directed or required to be exercised or done by the Member and in so doing shall have the right and authority to take all actions which the Manager deems necessary, useful or appropriate for the management and conduct of the business of the LLC; provided, however, that the Member may amend this Agreement at any time and thereby broaden or limit the Manager's power and authority.

(b) Indemnification. The LLC hereby indemnifies and holds harmless the Member, Manager, Officers, and their successors, executors, and administrators against any loss or damage incurred by such Member or Manager by reason of acts or omissions in good faith on behalf of the LLC and in a manner reasonably believed by the

Member or Manager to be within the scope of the authority granted by this Agreement. However, no indemnification may be made to or on behalf of any Member or Manager if a judgment or other final adjudication adverse to such Member or Manager established (1) that the Member's or Manager's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or (2) that the Member or Manager personally gained in fact a financial profit or other advantage to which the Member or Manager was not legally entitled.

(c) Rights and Powers of the Member. The Member shall not have any right or power to take part in the management or control of the LLC or its business and affairs or to act for or bind the LLC in any way. Notwithstanding the foregoing, the Member has all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act. The Member has no voting rights except with respect to those matters specifically set forth in this Agreement and, to the extent not inconsistent herewith, as required in the Act. Notwithstanding any other provision of this Agreement, no action may be taken by the LLC (whether by the Manager or otherwise) in connection with any of the following matters without the written consent of the Member or his legal representative:

- (1) the dissolution or liquidation, in whole or in part, of the LLC, or the institution of proceedings to have the LLC adjudicated bankrupt or insolvent;
- (2) the admission of an additional member to the LLC;
- (3) the filing of a petition seeking or consenting to reorganization or relief under any applicable federal or state bankruptcy law;
- (4) consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the LLC or a substantial part of its property;
- (5) the merger of the LLC with any other entity;
- (6) the sale of all or substantially all of the LLC's assets; or
- (7) the amendment of this Agreement.

9. Distributions. The Manager may cause, in the Manager's sole and absolute discretion, the LLC to distribute to the Member, at any time, any cash held by the LLC which is neither reasonably necessary for the operation of the LLC nor in violation of the Act.

10. Assignments. A Member may assign all or any part of his, her or its Interest only with the permission of the Manager, which permission may be granted or denied in the absolute and sole discretion of the Manager (an assignee of such Interest

is hereinafter referred to as a "Permitted Assignee"). A Permitted Assignee shall not be substituted as a member of the LLC for the Member unless and until the substitution is approved by the Manager, acting in his absolute and sole discretion.

11. Dissolution. The LLC shall dissolve, and its affairs shall be wound up, only upon the earlier to occur of (a) the decision of the Member acting with the approval of the Manager, or (b) in the event of a judicial dissolution of the LLC under the Act.

12. Distributions in Liquidation. Following dissolution of the LLC, the affairs of the LLC shall be forthwith wound-up and the proceeds from the liquidation of the property of the LLC shall be distributed in the following priority:

(a) First, to creditors of the LLC in satisfaction of liabilities of the LLC, whether by payment or by establishment of adequate reserves; and

(b) The balance, if any, is to be distributed to the Member.

In connection with any winding up and liquidation, the accountants for the LLC shall compile a balance sheet of the LLC as of the date of dissolution, and such balance sheet shall be furnished promptly to the Member.

13. Limited Liability. No Member, Manager, or Officer shall have any liability for the obligations of the LLC except to the minimum extent required by the Act.

14. Miscellaneous.

(a) Severability. Each provision hereof is intended to be severable, and the invalidity or illegality of any provision of this Agreement shall not affect the validity or legality of the remainder hereof.

(b) Captions. Paragraph captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

(c) 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.

(d) Binding Agreement. Subject to the restrictions on assignment herein contained, the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of the successors, assigns, personal representatives, estates, heirs, and legatees of the Member.

(e) Applicable Law. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the

terms and provisions hereof shall be construed under the laws of New York and that the Act and other applicable laws of New York as now adopted or as hereafter amended shall govern this Agreement.

(f) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the matters set forth herein and supersedes any prior understanding or agreement, oral or written, with respect thereto.

(g) Qualification in Other States. In the event the business of the LLC is carried on or conducted in states in addition to New York, then this LLC shall exist under the laws of each state in which business is actually conducted by the LLC, and the Member and the Manager agree to execute such other and further documents as may be required or requested in order that the LLC may qualify in such states. An LLC office or principal place of business in any state may be designated from time to time by the Manager.

(h) 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.

(i) Amendment. This Agreement may be amended only in a writing signed by the Member and approved by the Manager.

SIGNATURES ON NEXT PAGE

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

MEMBER:

FS DEVELOPMENT ASSOCIATES, LLC

By: 
Mark Lane, Managing Member

THE LLC:

FS DEVELOPMENT ASSOCIATES, LLC

By: 
Mark Lane, Managing Member

MANAGER'S ACCEPTANCE

The Manager hereby accepts its designation as Manager of the LLC pursuant to the foregoing Operating Agreement.

FS DEVELOPMENT ASSOCIATES, LLC

By: 
Mark Lane, Managing Member

EXHIBIT "C"
GOOD STANDING CERTIFICATE

**State of New York
Department of State } ss:**

I hereby certify, that DUPLI ASSOCIATES LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 03/04/1998, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following:

An Affidavit of Publication of DUPLI ASSOCIATES LLC was filed on 05/28/1998.

An Affidavit of Publication of DUPLI ASSOCIATES LLC was filed on 05/28/1998.

A Biennial Statement was filed 03/28/2000.

A Biennial Statement was filed 02/25/2002.

A Biennial Statement was filed 03/22/2004.

A Biennial Statement was filed 02/21/2006.

A Biennial Statement was filed 03/20/2008.

A Biennial Statement was filed 04/13/2010.

A Biennial Statement was filed 05/01/2012.

A Biennial Statement was filed 03/12/2014.

A Biennial Statement was filed 03/14/2016.

A Biennial Statement was filed 03/05/2018.

A Biennial Statement was filed 03/05/2020.

I further certify, that no other documents have been filed by such Limited Liability Company.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 30th day of November
two thousand and twenty.*

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

EXHIBIT “D”

JUNE 2017 AND DECEMBER 2020 RESOLUTIONS

**WRITTEN CONSENT
OF THE MEMBERS OF
DUPLI ASSOCIATES LLC**

The undersigned, being all of the Members of Dupli Associates LLC (the "Company"), do hereby unanimously consent to the adoption of the following resolutions:

RESOLVED, that the Members of the Company hereby authorize the Company to purchase certain premises known as 156 Solar Street, City of Syracuse, County of Onondaga and State of New York, and being Tax Map Identification Number 118.-06-01.0 ("156 Solar Street"), from Syracuse Scales, Inc. (the "Seller"), pursuant to a certain Contract of Sale dated June____, 2016, with a sale price of \$2,000,000.00 (the "Contract"), on the terms and conditions set forth in the Contract; and it is further

RESOLVED, that the Managing Member of the Company, is hereby authorized, empowered and directed, to execute and deliver, in the name of and on behalf of the Company, all documents, agreements, instruments and certifications in his sole discretion, deemed necessary or advisable to close on the purchase of 156 Solar Street from the Seller and to take such further action as shall, in his judgment, be necessary or appropriate in order to carry out the intent and accomplish the purposes of these resolutions; and it is further

RESOLVED, that the Company has applied to NBT Bank, N.A. (the "Bank") for a loan in the amount of \$2,986,591.00 (the "NBT Bank Loan"), and in order to evidence the NBT Bank Loan the Members of the Company hereby authorize and approve the Company to provide a certain Modified and Consolidated Mortgage Note in the original principal amount of \$2,986,591.00 to the Bank (the "NBT Note"), a certain Mortgage in the original principal amount of \$2,986,591.00 to the Bank (the "NBT Mortgage"), which NBT Mortgage will encumber 156 Solar Street and the Company's real property located at 600 North Franklin Street (a/k/a 1 Dupli Park Drive) and being Tax Map Identification Number 118.-06-08.0 ("156 Solar Street"), and the proceeds of said loan will be used to assist in the acquisition of 156 Solar Street, and the renovation and equipping of 156 Solar Street (the "Project"); and it is further

RESOLVED, that to further secure the repayment of the Loan the Managing Member hereby authorizes and approves such other documents, agreements, instruments and certificates required by the Bank, including, without limitation, security agreements, mortgages, subordination agreements, consents, assignments and UCC-1 financing statements (collectively, the "Collateral Documents"); and it is further

RESOLVED, that the Managing Member of the Company, J. Kemper Matt, be, and he hereby is authorized and empowered to execute and deliver, in the name of and

on behalf of the Company, all documents, agreements, instruments and certifications in his sole discretion, deemed necessary or advisable to effectuate the transactions contemplated by the Loan, including but not limited to the NBT Note, the NBT Mortgage, and the Collateral Documents; and it is further

RESOLVED, that the Members of the Company hereby authorize the Company to accept a loan from the Seller in the original principal amount of \$250,000.00 (the "Seller Loan"), and that in order to evidence the Seller Loan, the Members of the Company hereby authorize and approve the Company to provide a certain Promissory Note in the original principal amount of \$250,000.00 to the Seller (the "Seller Note"), and a certain Mortgage and Security Agreement in the original principal amount of \$250,000.00 to the Seller (the "Seller Mortgage"), which Seller Mortgage shall encumber 156 Solar Street;

RESOLVED, that the Managing Member of the Company, be, and he hereby is authorized and empowered to execute and deliver, in the name of and on behalf of the Company, all documents, agreements, instruments and certifications in his sole discretion, deemed necessary or advisable to effectuate the transactions contemplated by the Seller Loan, including but not limited to the Seller Note and the Seller Mortgage; and it is further

RESOLVED, that the Managing Member of the Company, hereby authorizes the Company enter into a certain Company Lease Agreement and Agency Lease Agreement, Bill of Sale, Environmental Compliance and Indemnification Agreement, and PILOT Agreement and other necessary documents with the City of Syracuse Industrial Development Agency in order for the Company to receive certain financial assistance in the form of exemptions from real property tax, New York State and local sales and use taxation and mortgage recording tax associated with the "Project" undertaken by the Agency at the request of the Company consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street improved by an approximate 149,000 square foot building ("**Building 1**"); and 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**"), each in the City of Syracuse, New York (the foregoing collectively referred to as the "**Land**"); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the "**Facility**"); (iii) the acquisition and installation in and at Building of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, 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 (collectively the "IDA Documents"); and it is further

RESOLVED, that the Managing Member of the Company may take any such further action as shall, in his judgment, be necessary or appropriate in order to carry out the intent and accomplish the purposes of these resolutions and may make such changes, amendments or additions to any document, agreement or certificate to which the Company is a party, as he, with the advice of counsel, may deem necessary or appropriate; and it is further

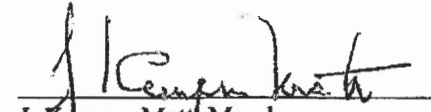
RESOLVED, that any and all actions heretofore or hereafter taken in the name and on behalf of the Company by the Managing Member in connection with or related to, the Project, the IDA Documents, and the matters set forth in or contemplated by the above Resolutions, including, without limitation, all actions taken in connection with the negotiation, preparation and execution of any instruments or agreements necessary, appropriate or advisable for the consummation of the contemplated transactions, hereby are adopted, affirmed, approved and ratified in all respects as the acts and deeds of the Company; and be it further

RESOLVED, that assuming due authorization of all other parties to any document set forth herein, upon execution by the Managing Member of the Company, each such document shall be binding upon the Company; and it is further

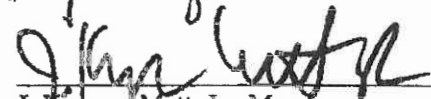
RESOLVED, that this Unanimous Written Consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each such counterpart may be delivered by facsimile or e-mail (in .pdf format) and any signatures which are so delivered by facsimile or e-mail shall be deemed original signatures for all purposes.

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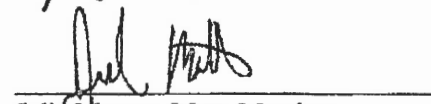
IN WITNESS WHEREOF, the undersigned has executed the Unanimous Written Consent as of the ____ day of June, 2017.



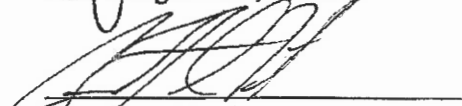
J. Kemper Matt, Member



J. Kemper Matt, Jr., Member



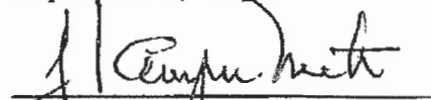
Julie Morgan Matt, Member




Alec Matt, Member



Stephen Elliott, Member



J. Kemper Matt, Director of
Matt Industries Inc.



J. Kemper Matt, Jr., Director of
Matt Industries Inc.

**UNANIMOUS WRITTEN CONSENT
OF THE MANAGING MEMBER AND SOLE MEMBER
OF
DUPLI ASSOCIATES LLC**

The undersigned, being the manager and sole member of **Dupli Associates LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York (the "Company"), does hereby consent to the adoption of the following resolutions, such action to have the same force and effect as if taken at a meeting duly called and held for that purpose:

WHEREAS, the Company is the managing member of 600 Franklin Owner LLC ("Owner") and 600 Franklin MT LLC ("Master Tenant");

WHEREAS, Owner previously acquired a fee simple interest in and to certain improved real property located at 600 Franklin Street North to Solar Street, Syracuse, County of Onondaga and State of New York (the "Property");

WHEREAS, Owner will enter into a lease (referred to as the "Master Lease") whereby the Property shall be leased to Master Tenant;

WHEREAS, 600 Franklin Developer LLC (the "Developer"), shall be engaged to assist Owner in developing the Property in accordance with a Development Agreement whereby the Property shall be rehabilitated and developed in a manner that qualifies for the federal and State of New York historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure" (the "Tax Credits") pursuant to Sections 47 and 50 of the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law (the "Code"), or N.Y. Tax. Law §606(oo) as amended; and

WHEREAS, Tompkins Trust Company (hereinafter "Tompkins" or "Construction Lender") has issued a commitment letter dated December __, 2020 (the "Tompkins Loan Commitment") whereby Construction Lender has agreed to make to Owner loans totaling in the aggregate principal amount of \$14,500,000.00 of which Tompkins shall provide \$9,100,000.00 of the Loan with NBT Bank, N.A., providing \$5,400,000.00 pursuant to a participation agreement between Tompkins and NBT (collectively the "Tompkins Loan") upon such terms and conditions and secured by, among other things, a first priority mortgage lien on the Property, which Tompkins Loan shall be advanced to Owner in accordance with Tompkins loan agreements and otherwise secured by other collateral and repaid by Owner to Tompkins in accordance with such other terms and conditions as are more fully set forth within the Commitment; and

WHEREAS, Foss Bridge Credit LLC (hereinafter "Bridge Lender") has executed a letter of intent with Owner dated as of March 23, 2020 (the "Bridge Loan LOI") whereby Bridge Lender

has agreed to make to Owner a certain bridge loan in the projected amount of \$2,336,685 (the “Bridge Loan”) pursuant to the terms of the Bridge Loan LOI; and

WHEREAS, Foss NY Historic Fund LLC (hereinafter “Investor”) has executed a letter of intent with Owner dated as of March 23, 2020 (the “Equity LOI”) whereby Investor will make capital contribution into Master Tenant in the projected amount of \$3,314,880 (the “Foss Capital Contributions”) pursuant to the terms of the Equity LOI; and

NOW, THEREFORE, IT IS RESOLVED, that the Company is hereby authorized and Managing Member or Timothy M. Lynn is empowered to, on behalf of Owner, (i) execute and enter into the Bridge Loan LOI with and receive the Bridge Loan from Bridge Lender; (ii) execute and deliver to Bridge Lender any and all other documents relating to the Bridge Loan for the Project and to secure the Bridge Loan with such other property of Owner; and (iii) execute such other documents or instrument as Bridge Lender shall deem necessary and advisable to carry out the intents and purposes of the Bridge Loan LOI, which documents may contain such terms provisions, conditions, stipulations and agreements as the Managing Member or Timothy M. Lynn executing the same may deem proper and advisable and the Managing Member or Timothy M. Lynn is hereby authorized to act on behalf of the Company and to execute and deliver such documents to Bridge Lender; and it is

FURTHER RESOLVED that the Company is hereby authorized and Managing Member or Timothy M. Lynn is empowered to, on behalf of Owner, enter into and execute the Development Agreement with the Developer for the Project and to execute and deliver any and all other documents relating to the development of the Project, which documents may contain such terms provisions, conditions, stipulations and agreements as the Managing Member or Timothy M. Lynn executing the same may deem proper and advisable, and the Managing Member or Timothy M. Lynn is authorized to act on behalf of the Company and to execute and deliver such documents to Developer; and it is

FURTHER RESOLVED that the Company is hereby authorized and Managing Member or Timothy M. Lynn is empowered, on behalf of Owner, to execute and deliver to the Master Tenant, and on behalf of Master Tenant, to execute and deliver to the Owner, any and all documents relating to the Master Lease, such as that certain subordination, nondisturbance and attornment agreement and performance, completion and operating deficit guaranty, among others, which documents may contain such terms, provisions, conditions, stipulations and agreements as the Managing Member or Timothy M. Lynn executing the same may deem proper and advisable, and the Managing Member or Timothy M. Lynn is authorized to act on behalf of the Company and to execute and deliver such documents to the Master Tenant or Owner as the case may be; and it is

FURTHER RESOLVED, that the Managing Member or Timothy M. Lynn are hereby authorized by the Company and empowered to take any and all other actions and execute and deliver such other agreements, instruments and documents as the Managing Member or Timothy M. Lynn deem necessary or desirable to carry out the intent of the foregoing resolutions; and it is

FURTHER RESOLVED, that all action taken and all instruments executed by the Managing Member prior to the adoption of these resolutions with respect to the development of the Project, the Tompkins Loan, the Bridge Loan, the investment by the Investor, the Master Lease and all matters related thereto, are hereby ratified by the Company, approved and confirmed as actions of the Company; and it is

FURTHER RESOLVED, that Mark E. Lane or Timothy M. Lynn, acting individually or in concert, be and hereby are authorized on behalf of the Company and the Managing Member to execute and deliver any and all documents or instruments as are necessary and appropriate to carry out the intent and purpose of these resolutions and/or as may be reasonably required by the Bridge Lender, Investor or their respective counsel; and it if further

FURTHER RESOLVED, that Mark E. Lane or Timothy M. Lynn, acting individually or in concert, may take any action deemed necessary and proper in furtherance of the intent of these resolutions, and that the Bridge Lender or Investor, their successors, assigns, attorneys or agents may rely upon such actions as being the actions of the Company, and it is further

FURTHER RESOLVED, that the Bridge Lender and Investor, their successors, assigns, attorneys or agents may rely upon the acts of Mark E. Lane or Timothy M. Lynn, whether acting individually or in concert, and any action taken by either or both of them shall deemed an action of and binding upon the Company or the Managing Member, as the case may be; and it is further

FURTHER RESOLVED, that this consent may be executed in any number of counterparts, each of which counterpart shall constitute an original instrument, and all of which, when taken together, shall constitute one and the same instrument.

Balance of this page has intentionally been left blank.
Signatures are on the following page.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of December 16, 2020.

MANAGER AND SOLE MEMBER

FS DEVELOPMENT ASSOCIATES, LLC

A New York limited liability company

By: _____

Name: Mark E. Lane

Title: Managing Member

GENERAL CERTIFICATE OF
156 SOLAR LLC

This certificate is made in connection with the execution by 156 Solar Street LLC, a New York State limited liability company (the “**156 Solar**”) of the Dupli Building 2 Project Agreement, the Dupli Building 2 Company Lease, the Dupli Building 2 Agency Lease, the Mortgage, the Environmental Compliance and Indemnification Agreement, the Dupli Building 2 PILOT Agreement and any other document now or hereafter executed by 156 Solar in connection with the City of Syracuse Industrial Development Agency (the “**Agency**”) agreeing, at the request of Dupli Associates LLC (“**Dupli**”) and 156 Solar (and together with Dupli, the “**Company**”), to undertake a project (the “**Project**”) consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building (“**Building 2**”) (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the “**City**”) (the “**Land**”); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the “**AMI**”); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the “**Facility**”); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Financial Assistance**”); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended lease agreement and the acquisition of an interest in the Equipment pursuant to one or more bill(s) of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to an amended sublease agreement

156 Solar is the current owner of the Land and the Facility.

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to such terms in the Dupli Building 2 Agency Lease, dated as of December 1, 2020, by and among the Agency, Dupli and 156 Solar, 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.

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

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 156 Solar 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 156 Solar’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. 156 Solar 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 business corporation 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 156 Solar issued by the New York State Secretary of State.

4. For the term of the Dupli Building 2 Agency Lease, ninety (90) percent of 156 Solar 's membership interests shall be held by Dupli.

5. 156 Solar has full legal right, power and authority to execute and deliver the Solar Company Documents and to consummate the transactions on the part of 156 Solar contemplated by the Solar Company Documents. The Solar Company Documents have been duly authorized, executed, and delivered by the Managing Member on behalf of 156 Solar 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 Managing Member of 156 Solar (the “**Resolution**”) in respect of the execution, delivery and performance of the Solar Company Documents.

6. 156 Solar understands and agrees that, unless a written waiver is first obtained from the Agency, 156 Solar 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. 156 Solar 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”**.

7. 156 Solar understands and agrees that it is the preference of the Agency that 156 Solar 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. 156 Solar further understands and acknowledges that consideration will be given by the Agency to 156 Solar '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 156 Solar.

8. 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 156 Solar or for the execution and delivery by 156 Solar of the Solar Company Documents or the consummation on the part of 156 Solar of the transactions contemplated thereby have been obtained.

9. 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 156 Solar or, to the knowledge of 156 Solar, any basis therefor: (i) in any way affecting the organization, existence or good standing of 156 Solar; (ii) contesting or materially affecting the validity or enforceability of the Solar Company Documents; (iii) contesting the powers of 156 Solar or its authority with respect to the Solar Company Documents; (iv) contesting the authority of 156 Solar to act on behalf of 156 Solar or the authority of the representatives of 156 Solar to act on behalf of 156 Solar; (v) wherein an unfavorable decision, ruling or finding would have a material adverse effect on: (A) the financial condition or operations of 156 Solar; or (B) the consummation on the part of 156 Solar of the transactions contemplated by any Solar Company Documents.

10. The execution and delivery by 156 Solar of the Solar Company Documents and the consummation by 156 Solar 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 156 Solar; (ii) any applicable law, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental body or other requirement to which 156 Solar is subject; or (iii) any contract, agreement, mortgage, lease, guaranty, commitment or other obligation or instrument to which 156 Solar is a party or by which 156 Solar or its properties is bound.

11. All information concerning the Project Facility and 156 Solar submitted to the Agency and any Mortgagee by 156 Solar and or Dupli 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. 156 Solar represents and warrants that it has no employees and therefore is not now required to carry worker's compensation insurance. 156 Solar represents and acknowledges that in the event it hires any employees in the future, it has an obligation pursuant to the Agency Lease, dated as of December 1, 2020 by and between the Company and the Agency, to obtain worker's compensation insurance and provide proof of same to the Agency.

12. Assuming the valid authorization, execution and delivery of the Dupli Building 1 Agency Lease and the other Solar Company Documents by the other parties thereto, the Dupli Building 1 Agency Lease and the other Solar Company Documents are the legal, valid and binding obligations of 156 Solar, enforceable against 156 Solar 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 156 Solar or, to the best of knowledge of the undersigned, no event of default on the part of any other party to the Solar 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. 156 Solar 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 Solar Company Documents.

13. 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 Solar Company Documents have been obtained or will be obtained, and said construction, ownership and operation will not, to the best knowledge of 156 Solar, conflict with any zoning or similar ordinance applicable to the Project. To the best of 156 Solar's knowledge, the Project conforms to all material environmental regulations.

14. There is no Event of Default or default on the part of 156 Solar under the Dupli Building 1 Project Agreement, the Dupli Building 1 Company Lease, the Dupli Building 1 Agency Lease, the Mortgage, the Dupli Building 1 PILOT Agreement, the Environmental Compliance and Indemnification Agreement or any other Solar 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.

15. The Dupli Building 1 Project Agreement, the Dupli Building 1 Company Lease, the Dupli Building 1 Agency Lease, the Mortgage, the Dupli Building 1 PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the other Solar Company Documents are in full force and effect and 156 Solar has not assigned or pledged any of its rights under these documents.

16. 156 Solar restates and affirms all of the obligations, representations and covenants in the Dupli Building 1 Agency Lease and the Project Agreement and incorporates same herein by reference as if fully set forth herein.

17. The authorized representatives of 156 Solar who, pursuant to the Resolution, are authorized to execute the Solar 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>
Mark E. Lane		Managing Member of FS Development Associates, LLC, Manager of Dupli Associates, LLC, Managing Member of 156 Solar Street LLC

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, I have set my hand and signature as officer of 156 Solar as of December 1, 2020.

156 SOLAR STREET LLC

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: _____


Mark E. Lane, Managing Member

EXHIBIT "A"
ARTICLES OF ORGANIZATION

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 October 21, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

**ARTICLES OF ORGANIZATION
OF
156 Solar Street LLC**

Under Section 203 of the Limited Liability Company Law

THE UNDERSIGNED, being a natural person of at least eighteen (18) years of age, and acting as the organizer of the limited liability company hereby being formed under Section 203 of the Limited Liability Company Law of the State of New York certifies that:

FIRST: The name of the limited liability company is:

156 Solar Street LLC

SECOND: To engage in any lawful act or activity within the purposes for which limited liability companies may be organized pursuant to Limited Liability Company Law provided that the limited liability company is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency, or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the limited liability company is to be located is BROOME.

FOURTH: 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:

LLC
113 Court Street
Binghamton, NY 13901

FIFTH: The limited liability company is to be managed by: ONE OR MORE MANAGERS.

SIXTH: The limited liability company shall defend, indemnify and hold harmless all members, managers, and former members and managers of the limited liability company against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) incurred in connection with any claims, causes of action, demands, damages, liabilities of the limited liability company, and any pending or threatened action, suit, or proceeding. Such indemnification shall be made to the fullest extent permitted by the laws of the State of New York, provided that such acts or omissions which gives rise to the cause of action or proceedings occurred while the Member or Manager was in performance of his or her duties for the limited liability company and was not as a result of his or her fraud, gross negligence, willful misconduct or a wrongful taking. The indemnification provided herein shall inure to the benefit of successors, assigns, heirs, executors, and the administrators of any such person.

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.

Timothy M. Lynn (signature)

Timothy M. Lynn , ORGANIZER
100 Madison Street Suite 1905
Syracuse, NY 13202

Filed by:
Lynn D'Elia Temes & Stanczyk
100 Madison Street Suite 1905
Syracuse, NY 13202

**FILED WITH THE NYS DEPARTMENT OF STATE ON: 10/21/2020
FILE NUMBER: 201021010492; DOS ID: 5862263**

ONLINE FILING RECEIPT

ENTITY NAME: 156 SOLAR STREET LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: BROO

FILED:10/21/2020 DURATION:***** CASH#:201021010492 FILE#:201021010492
DOS ID:5862263

FILER:

EXIST DATE

LYNN D'ELIA TEMES & STANCZYK
100 MADISON STREET SUITE 1905
SYRACUSE, NY 13202

10/21/2020

ADDRESS FOR PROCESS:

LLC
113 COURT STREET
BINGHAMTON, NY 13901

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: ** NO SERVICE COMPANY **
SERVICE CODE: 00

FEE:	210.00	PAYMENTS	210.00
	-----		-----
FILING:	200.00	CHARGE	210.00
TAX:	0.00	DRAWDOWN	0.00
PLAIN COPY:	0.00		
CERT COPY:	10.00		
CERT OF EXIST:	0.00		

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DOS-1025 (10/2020)

Authentication Number: 2010210643 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 “B”
OPERATING AGREEMENT

OPERATING AGREEMENT FOR

156 SOLAR STREET LLC

A NEW YORK LIMITED LIABILITY COMPANY

Dupli Associates LLC, being its sole manager and member ("Member"), hereby declares the following to be the Operating Agreement of 156 Solar Street LLC effective the 21st day of October 2020.

1. Name. The name of the limited liability company (the "LLC") is 156 Solar Street LLC.

2. Purpose and Powers; Filings.

(a) The purpose of the LLC is to engage in any activity for which limited liability companies may be organized in the State of New York. The LLC shall possess and may exercise all of the powers and privileges granted by the New York State Limited Liability Company Law, as that statute is amended from time to time (the "Act") or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the LLC.

(b) The Manager shall cause to be done all such filing, recording, publishing, or other acts as may be necessary or appropriate from time to time to comply with the requirements of law for the formation and operation of a limited liability company in the State of New York and any such requirements in any other jurisdiction in which the LLC may do business. All costs incurred in connection with the foregoing, including, without limitation, legal fees in connection therewith, shall be expenses of the LLC and shall be reimbursed promptly by the LLC upon the completion of such action if paid by the Manager.

3. Designated Agent; Mailing Address. The Secretary of State is designated as agent of the Limited Liability Company upon whom process against it may be served. The post office address within or without the 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 113 Court Street, Binghamton, New York 13901.

4. Admission of Member. Dupli Associates LLC is admitted as the sole Member of the LLC.

5. Interest. "Interest" shall mean the membership interest of the Member in the LLC (as defined in the Act), including the rights and obligations of the Member under this Agreement.

6. Capital Contributions. The Member may contribute property, real, personal, tangible or intangible, to the Company from time to time as the Member may determine.

7. Tax Characterization and Returns. Until such time as the LLC has more than one Member, the LLC shall be a "disregarded entity" solely for the purposes of federal and state income tax reporting. All provisions of the LLC's Articles of Organization and this Agreement are to be construed so as to preserve that tax status under those circumstances. In the event one or more additional Members is admitted to the LLC, the LLC shall be treated as a partnership for federal and all relevant state tax purposes and shall make all available elections to be so treated.

8. Management.

(a) Manager. The management of the LLC shall be vested in a Manager selected by the Member. Unless the Member determines otherwise, the LLC shall have one Manager. The Member affirms the selection of Dupli Associates LLC as the Manager of the LLC to serve until its successor is selected. A Manager shall remain in office until removed by a written instrument signed by the Member or until such Manager resigns in a written instrument delivered to the Member or such Manager dies or is unable to serve. In the event of any such vacancy, the Member or his personal representative may fill the vacancy. The Manager shall perform its duties in good faith, in a manner it reasonably believes to be in the best interests of the LLC, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person who so performs his duties shall not have any liability by reason of serving or having served as a Manager. A Manager shall not be liable under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the LLC. All powers to control and manage the business and affairs of the LLC shall be exclusively vested in the Manager, and the Manager may exercise all powers of the LLC and do all such lawful acts as are not by statute, the Articles of Organization or this Agreement directed or required to be exercised or done by the Member and in so doing shall have the right and authority to take all actions which the Manager deems necessary, useful or appropriate for the management and conduct of the business of the LLC; provided, however, that the Member may amend this Agreement at any time and thereby broaden or limit the Manager's power and authority.

(b) Indemnification. The LLC hereby indemnifies and holds harmless the Member, Manager, Officers, and their successors, executors, and administrators against any loss or damage incurred by such Member or Manager by reason of acts or omissions in good faith on behalf of the LLC and in a manner reasonably believed by the Member or Manager to be within the scope of the authority granted by this Agreement. However, no indemnification may be made to or on behalf of any Member or Manager if a judgment or other final adjudication adverse to such Member or Manager established (1) that the Member's or Manager's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or (2) that the Member or Manager personally gained in fact a financial profit or other advantage to which the Member or Manager was not legally entitled.

(c) Rights and Powers of the Member. The Member shall not have any right or power to take part in the management or control of the LLC or its business and affairs or to act for or bind the LLC in any way. Notwithstanding the foregoing, the Member has all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act. The Member has no voting rights except with respect to those matters specifically set forth in this Agreement and, to the extent not inconsistent herewith, as required in the Act. Notwithstanding any other provision of this Agreement, no action may be taken by the

LLC (whether by the Manager or otherwise) in connection with any of the following matters without the written consent of the Member or his legal representative:

- (1) the dissolution or liquidation, in whole or in part, of the LLC, or the institution of proceedings to have the LLC adjudicated bankrupt or insolvent;
- (2) the admission of an additional member to the LLC;
- (3) the filing of a petition seeking or consenting to reorganization or relief under any applicable federal or state bankruptcy law;
- (4) consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the LLC or a substantial part of its property;
- (5) the merger of the LLC with any other entity;
- (6) the sale of all or substantially all of the LLC's assets; or
- (7) the amendment of this Agreement.

9. Distributions. The Manager may cause, in the Manager's sole and absolute discretion, the LLC to distribute to the Member, at any time, any cash held by the LLC which is neither reasonably necessary for the operation of the LLC nor in violation of the Act.

10. Assignments. A Member may assign all or any part of his, her or its Interest only with the permission of the Manager, which permission may be granted or denied in the absolute and sole discretion of the Manager (an assignee of such Interest is hereinafter referred to as a "Permitted Assignee"). A Permitted Assignee shall not be substituted as a member of the LLC for the Member unless and until the substitution is approved by the Manager, acting in his absolute and sole discretion.

11. Dissolution. The LLC shall dissolve, and its affairs shall be wound up, only upon the earlier to occur of (a) the decision of the Member acting with the approval of the Manager, or (b) in the event of a judicial dissolution of the LLC under the Act.

12. Distributions in Liquidation. Following dissolution of the LLC, the affairs of the LLC shall be forthwith wound-up and the proceeds from the liquidation of the property of the LLC shall be distributed in the following priority:

- (a) First, to creditors of the LLC in satisfaction of liabilities of the LLC, whether by payment or by establishment of adequate reserves; and
- (b) The balance, if any, is to be distributed to the Member.

In connection with any winding up and liquidation, the accountants for the LLC shall compile a balance sheet of the LLC as of the date of dissolution, and such balance sheet shall be furnished promptly to the Member.

13. Limited Liability. No Member, Manager, or Officer shall have any liability for the obligations of the LLC except to the minimum extent required by the Act.

14. Miscellaneous.

(a) Severability. Each provision hereof is intended to be severable, and the invalidity or illegality of any provision of this Agreement shall not affect the validity or legality of the remainder hereof.

(b) Captions. Paragraph captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

(c) 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.

(d) Binding Agreement. Subject to the restrictions on assignment herein contained, the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of the successors, assigns, personal representatives, estates, heirs, and legatees of the Member.

(e) Applicable Law. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed under the laws of New York and that the Act and other applicable laws of New York as now adopted or as hereafter amended shall govern this Agreement.

(f) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the matters set forth herein and supersedes any prior understanding or agreement, oral or written, with respect thereto.

(g) Qualification in Other States. In the event the business of the LLC is carried on or conducted in states in addition to New York, then this LLC shall exist under the laws of each state in which business is actually conducted by the LLC, and the Member and the Manager agree to execute such other and further documents as may be required or requested in order that the LLC may qualify in such states. An LLC office or principal place of business in any state may be designated from time to time by the Manager.

(h) 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.

(i) Amendment. This Agreement may be amended only in a writing signed by the Member and approved by the Manager.

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

MEMBER:

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC
Its Manager

By: 
Mark E. Lane, Managing Member

THE LLC:

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC
Its Manager

By: 
Mark E. Lane, Managing Member

MANAGER'S ACCEPTANCE

The Manager hereby accepts its designation as Manager of the LLC pursuant to the foregoing Operating Agreement.

DUPLI ASSOCIATES LLC

By: FS Development Associates, LLC
Its Manager

By: 
Mark E. Lane, Managing Member

EXHIBIT "C"
GOOD STANDING CERTIFICATE

**State of New York
Department of State } ss:**

I hereby certify, that 156 SOLAR STREET LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 10/21/2020, and that the Limited Liability Company is existing so far as shown by the records of the Department.

I further certify, that no other documents have been filed by such Limited Liability Company.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 30th day of November
two thousand and twenty.*

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

EXHIBIT “D”
RESOLUTION

**RESOLUTIONS ON THE WRITTEN CONSENT
OF THE MANAGING MEMBER OF
156 SOLAR STREET LLC**

The undersigned, being the Managing Member of 156 Solar Street LLC, a New York limited liability company ("Company") hereby consents and adopts the following resolutions on behalf of the Company:

RESOLVED that the Company is authorized and directed to do the following with respect to a "Project" consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("Building 2") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "City") (the "Land"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City (the "AMI"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "Facility"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); and it is further

RESOLVED that the Company is authorized and directed to enter into a transaction with the City of Syracuse Industrial Development Agency ("IDA" or "Agency") whereby the Company shall be the agent of the IDA with respect to the Project whereby through such agency with the IDA, the Company shall cooperate with the granting by the IDA of certain financial assistance in the form of exemptions from real property tax, State and local sales and use taxation and mortgage recording tax (the "Financial Assistance"); the appointment of the Company as an agent of the IDA in connection with the acquisition, renovation, reconstruction and equipping of the Project Facility; and the lease of the Land and Facility by the Agency pursuant to a lease agreement; 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, all in accordance with and as more fully set forth and particularized in resolutions of the IDA adopted on April 21, 2020 and October 20, 2020 (collectively, the "IDA Resolution"); and it is further

RESOLVED that Mark E. Lane or Timothy M. Lynn, acting individually or in concert, be and hereby are authorized on behalf of the Company to execute and deliver any and all documents or instruments as are necessary and appropriate to carry out the intent and purpose of these resolutions, the IDA Resolution and/or as may be reasonably required by the IDA or its counsel; and it if further

RESOLVED that Mark E. Lane or Timothy M. Lynn, acting individually or in concert, may take any action deemed necessary and proper in furtherance of the IDA Resolution and the intent of these resolutions, and that the IDA, its successors, assigns, attorneys or agents may rely upon such actions as being the actions of the Company, and it is further

RESOLVED, that all prior action taken by the Company or Mark E. Lane or Timothy M. Lynn in connection with the Project with respect to the IDA is hereby ratified and confirmed; and it is further

RESOLVED, that the IDA, its successors, assigns, attorneys or agents may rely upon the acts of Mark E. Lane or Timothy M. Lynn, whether acting individually or in concert, and any action taken by either or both of them shall be deemed an action of and binding upon the Company; and it is further

RESOLVED that that the foregoing Resolutions are made and entered into in full compliance with the Operating Agreement of the Company, shall remain in full force and effect and may be relied upon by the IDA, its successor, assigns, attorneys or agents notwithstanding the dissolution or termination of the existence of the Company or any change in the identity of, or any modification or termination of any authority of, any authorized person or Company until a copy of a subsequent Resolution revoking or amending same shall be actually received by the IDA, its successors, attorneys, agents or assigns; and any action taken by any of the foregoing prior to such actual receipt shall be binding upon the Company irrespective of when such Resolutions may have been adopted.

SIGNATURE ON NEXT PAGE

Dated: December __, 2020

156 SOLAR STREET LLC

A New York limited liability company

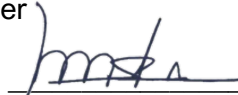
By: Dupli Associates LLC

Its: Manager

By: FS Development Associates, LLC

Its: Manager

By:



Mark E. Lane
Managing Member

EXHIBIT “E”
LOCAL ACCESS AGREEMENT

City of Syracuse
Industrial Development Agency

Local Access Agreement

156 Solar Street 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	156 Solar Street LLC					General Contractor	Not yet selected				
Representative for Contract Bids and Awards	Timothy M. Lynn					Contact					
Address	100 Madison Street					Address					
City	Syracuse	ST	NY	Zip	13202	City		ST		Zip	
Phone	315-476-1010		Fax				Phone			Fax	
Email	tim@ldts-law.com					Email					
Project Address	156 Solar Street					Construction Start Date	Projected October 2021				
City	Syracuse	ST	NY	Zip	13204	Occupancy Date	Projected December 2022				

Project Components – Indicate those for which bids will be sought:

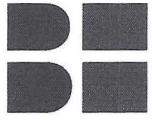
Item	Estimated Value	Bid Date	Contact
Site work/Demolition			
Foundation and footings			
Building			
Masonry			
Metals			
Wood/casework			
Thermal/moisture proof			
Doors, windows, glazing			
Finishes			
Electrical			
HVAC			
Plumbing			
Specialties			
Machinery & Equipment			
Furniture and Fixtures			
Utilities			
Paving			
Landscaping			
Other (Identify)			

Date: December 14, 2020

Company: 156 Solar Street LLC

Signature: 

Name: Timothy M. Lynn, Authorized Representative



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 17, 2020

City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202

Dupli Associates LLC
113 Court Street
Binghamton, New York 13901

156 Solar Street LLC
113 Court Street
Binghamton, New York 13901

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
Dupli Associates LLC – Dupli Building 2 Project

Ladies and Gentlemen:

We have acted as counsel to the City of Syracuse Industrial Development Agency (the "**Agency**") in connection with an amended project (the "**Project**") undertaken by the Agency at the request of Dupli Associates LLC ("**Dupli**") and 156 Solar Street LLC ("**156 Solar**" and together with Dupli, collectively, the "**Company**") consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf



the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended lease agreement and the acquisition of an interest in the Equipment pursuant to one or more bill(s) of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to an amended sublease agreement.

The Company also requested the Agency grant the Financial Assistance to the Project. In furtherance thereof, the Agency and Dupli previously entered into a payment in lieu of tax agreement dated as of July 1, 2017, as amended by the First Amendment to PILOT Agreement (collectively, the "**Original PILOT Agreement**") and the Company and the Agency entered into the Dupli Building 2 Payment in Lieu of Taxes Agreement dated as of December 1, 2020 (the "**Dupli Building 2 PILOT Agreement**" and together with the Original PILOT Agreement, collectively, the "**PILOT Agreement**") with respect to the Project.

Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Dupli Building 2 Agency Lease (as defined herein).

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 that certain Company Lease Agreement dated as of July 1, 2017, as amended by the First Amendment to Company Lease, dated December 1, 2020, each by and between Dupli and the Agency (collectively, the "**Original Company Lease**") and the Dupli Building 2 Company Lease, dated December 1, 2020, by and among the Agency and the Company (the "**Dupli Building 2 Company Lease**" and together with the Original Company Lease, collectively, the



December 17, 2020

Page 3

"*Company Lease*"); to accept an interest in the Equipment pursuant one or more bills of sale from the Company; to sublease the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of July 1, 2017, as amended by the First Amendment to Agency Lease, dated December 1, 2020, each between the Agency and Dupli (collectively, the "*Original Agency Lease*") and the Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020 by and among the Agency and the Company (the "*Dupli Building 2 Agency Lease*" and together with the Original Agency Lease, the "*Agency Lease*"), to provide the Financial Assistance and to appoint 156 Solar as its agent for completion of the Project.

3. The Agency Documents have been authorized by and lawfully executed and delivered by the Agency and (assuming the authorization, execution, and delivery by the other respective parties thereto) are valid and legally binding obligations enforceable against the Agency in accordance with their respective terms.

In rendering this opinion, we advise you of the following:

The enforceability of the Agency Documents may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar law or enactment now or hereafter enacted by the State of New York or the Federal government affecting the enforcement of creditors' rights generally and the general principles of equity, including limitations on the availability of the remedy of specific performance which is subject to discretion of the court.

This opinion is rendered to the addressees named above and their successors and/or assigns, and may not be relied upon by any other person without our prior, express written consent.

Very truly yours,

BOUSQUET HOLSTEIN PLLC

Bousquet Holstein PLLC



100 MADISON STREET
SUITE 1905
SYRACUSE, NY 13202
(315) 476-1010

1177 SIXTH AVENUE
FIFTH FLOOR
NEW YORK, NY 10036
(212) 328-1763

WWW.LDTS-LAW.COM

December 16, 2020

Dupli Associates LLC
113 Court Street
Binghamton, New York 13901

156 Solar Street LLC
113 Court Street
Binghamton, New York 13901

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
Dupli Associates LLC – Dupli Building 2 Project

Ladies and Gentlemen:

We have acted as counsel to Dupli Associates LLC ("**Dupli**") and 156 Solar Street LLC ("**156 Solar**" and together with Dupli, collectively, the "**Company**") in connection with a certain project (the "**Project**"¹) undertaken by the City of Syracuse Industrial Development Agency (the "**Agency**") at the Company's request. The Project consists of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median

¹ The Project is an amendment of a prior project undertaken by the Agency in July 2017 at the request of Dupli.

income rent limits for the City² (the "**AMT**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended lease agreement and the acquisition of an interest in the Equipment pursuant to one or more bill(s) of sale from the Company to the Agency and the sublease of the Project Facility back to the Company pursuant to an amended sublease agreement.

The Agency has an interest in the Project Facility pursuant to that certain Company Lease Agreement dated as of July 1, 2017, as amended by the First Amendment to Company Lease, dated December 1, 2020, each by and between Dupli and the Agency (collectively, the "**Original Company Lease**") and the Dupli Building 2 Company Lease, dated December 1, 2020, by and among Dupli, 156 Solar and the Agency (the "**Dupli Building 2 Company Lease**" and together with the Original Company Lease, collectively, the "**Company Lease**"), an interest in the Equipment pursuant to one or more bills of sale from the Company dated as of December 1, 2020 (collectively, the "**Bill of Sale**") and the Agency has subleased the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of July 1, 2017, as amended by the First Amendment to Agency Lease, dated as of December 1, 2020, each between the Agency and Dupli (collectively, the "**Original Agency Lease**") and the Dupli Building 2 Agency Lease Agreement dated as of December 1, 2020 by and among the Agency, Dupli and 156 Solar (the "**Dupli Building 2 Agency Lease**" and together with the Original Agency Lease, the "**Agency Lease**"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Dupli Building 2 Agency Lease.

The Company also requested the Agency grant the Financial Assistance to the Project. In furtherance thereof, the Agency and Dupli previously entered into a payment in lieu of tax agreement dated as of July 1, 2017, as amended by the First Amendment to PILOT Agreement (collectively, the "**Original PILOT Agreement**") and the Company and the Agency entered into the Dupli Building 2 Payment in Lieu of Taxes Agreement dated as of December 1, 2020 (the "**Dupli Building 2 PILOT Agreement**" and together with the Original PILOT Agreement, collectively, the "**PILOT Agreement**") with respect to the Project.

In regard to the foregoing, we have examined that certain Project Agreement dated as of July 1, 2017, as amended by the First Amendment to Project Agreement, dated as of December 1, 2020, each between the Agency and Dupli (collectively, the "**Original Project Agreement**") and the Dupli Building 2 Project Agreement, dated as of December 1, 2020, by and among the Agency and the Company (the "**Dupli Building 2 Project Agreement**" and together with the Original

² As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

Project Agreement, the "***Project Agreement***") the Company Lease, the Agency Lease, the Bill of Sale, the Mortgages, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement and all other documents both identified in the Closing Memorandum and as defined in the Dupli Building 2 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 each Dupli and 156 Solar in the Company Documents and upon one or more certificates of officers of each 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 each Company and inquiries of responsible officers of each 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. Each Dupli and 156 Solar are 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, to which they are signatories, and to carry out and perform its obligations thereunder.

2. The execution, delivery and performance of the Company Documents have been duly authorized by each Dupli and 156 Solar and the Company Documents have been duly executed and delivered by an Authorized Representative of each Dupli and 156 Solar as and where applicable.

3. The Company Documents to which each Company is a signatory constitute the legal, valid and binding obligations of that Company, enforceable against the applicable 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 each Company of the Company Documents, where applicable, 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 either Dupli or 156 Solar's respective Articles of Organization, Operating Agreement or any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which

either Dupli or 156 Solar 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 Dupli or 156 Solar.

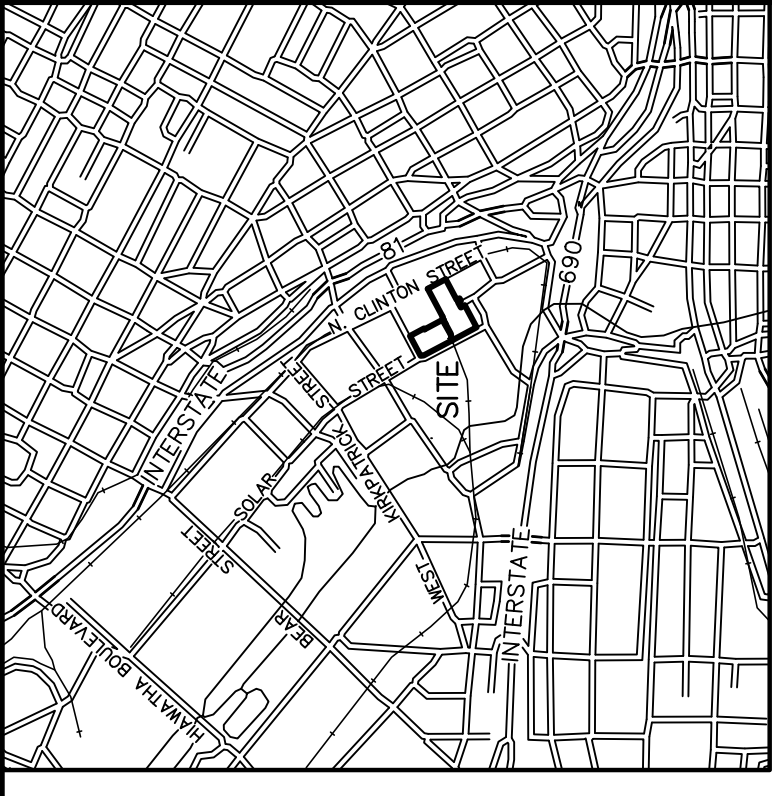
5. To the best of our knowledge, in reliance on the certificates and opinions specified herein, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against, or affecting either Company wherein an unfavorable decision, ruling or finding would in any way adversely affect in a material fashion the validity or enforceability of the respective Company Documents.

Our examination of law relevant to matters herein is limited to the laws of the State of New York and also the Federal law, where appropriate, and we express no opinion as to matters governed by the laws of any other state or jurisdiction.

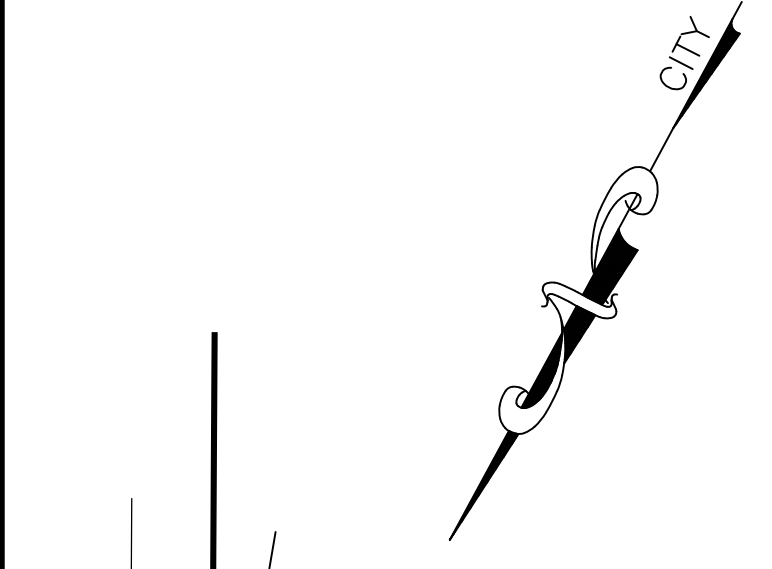
This opinion is only for the benefit of and may be relied upon only by the Agency, its successors and assigns. The opinions set forth in this letter are limited to those expressly stated and no other opinion may be inferred nor is any implied. No other use of this opinion may be made without prior written consent. This opinion is given as of the date hereof and we undertake no obligation, and hereby disclaim any obligation, to update or supplement this opinion in response to a subsequent change in the law or future events affecting the documents identified in this letter.

Very truly yours,

A handwritten signature in blue ink, appearing to be 'S. J. [unclear]', written over the 'Very truly yours,' text.



LOCATION PLAN
Scale: 1" = 2000'

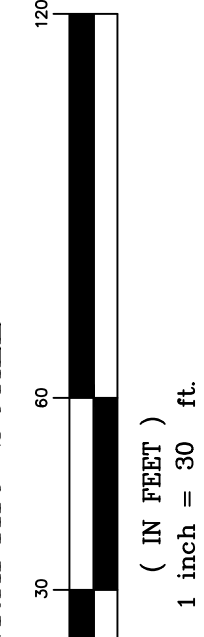


NORTH CLINTON STREET

LEGEND:

- indicates light stand
- indicates utility pole, anchor & overhead lines
- indicates iron pipe, rod and/or monument found
- indicates iron rod set 5/2016
- indicates ballard
- indicates sign
- indicates storm culvert
- indicates gas main, gas valve & gas line marker
- indicates water main, water valve & hydrant
- indicates storm sewer, catch basin & manhole
- indicates sanitary sewer, sewer vent & manhole
- indicates underground telephone line, manhole & box
- indicates underground electric line & manhole
- indicates underground television cable & box
- indicates 6" diameter monitoring well (typical)
- indicates grease trap manhole
- indicates manhole
- indicates boundary line
- indicates adjacent parcel line
- indicates old/original parcel line
- indicates easement line
- indicates centerline road

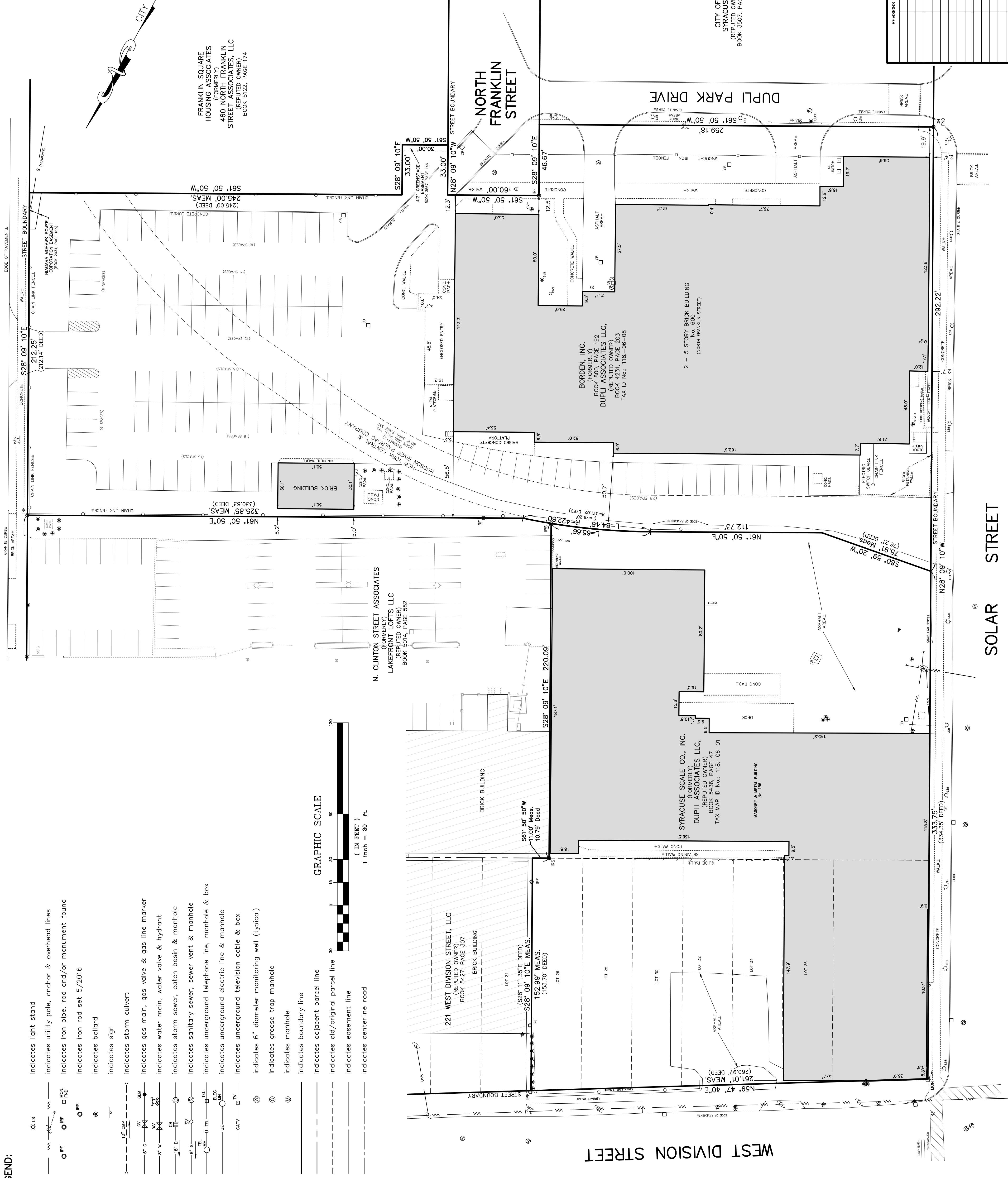
GRAPHIC SCALE



FRANKLIN SQUARE HOUSING ASSOCIATES (FORMERLY) 460 NORTH FRANKLIN STREET, SYRACUSE, NY 13212 (REPUTED OWNER) BOOK 5122, PAGE 174

NOTES:

Total area: 5.366± acres.
Present Zone: Lakefront District (15-2) with Tourism Overlay
Location of underground utilities taken by field measurement where practicable, otherwise taken from various other sources and are approximate only.
The premises shown hereon is within Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.) & (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) according to Federal Emergency Management Agency Flood Insurance Study, Flood Insurance Rate Map Community Panel No. 36067C0216F.
Effective date: November 4, 2106.
Tax Map Nos. 118-06-01 & 06



THE UNDERSIGNED HEREBY CERTIFIES THAT THIS IS A CORRECT MAP MADE FROM AN ACTUAL SURVEY.

N.Y.S. Licensed Land Surveyor

Subject to any statement of facts on accurate and up to date location of title and shown. Surveyor does not warrant the accuracy of any data or information bearing a licensed land surveyor's seal is a violation of the provisions of Article 130, sub-section 2, of the New York State Education Law.

No. 600 NORTH FRANKLIN STREET & LOT Nos. 26, 28, 30, 32, 34 & 36 BLOCK 261 FORMERLY NOW BLOCK No. 461 ONONDAGA SALT SPRINGS & ADDITIONAL LOTS PART OF MARSH LOT Nos. 37, 38 & 39 CITY OF SYRACUSE ONONDAGA COUNTY, NEW YORK

DATE: FEBRUARY 13, 2020
SCALE: 1" = 30'
FILE No.: 359.301



IANUZI & ROMANS LAND SURVEYING, P.C.
1000 W. WASHINGTON ST. SYRACUSE, NY 13212
PHONE: (315) 457-7200
FAX: (315) 457-9251
EMAIL: mail@ianuziromanspc.com

SHEET No. _____
DATE: FEBRUARY 13, 2020
SCALE: 1" = 30'
FILE No.: 359.301
F.B. No. 1615

CLOSING MEMORANDUM

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

DUPLI ASSOCIATES, LLC – DUPLI BUILDING 2 PROJECT

DATE AND TIME OF CLOSING: December 17, 2020

PLACE OF CLOSING: Escrow Closing

I. Action Taken Prior to Closing

At the request of Dupli Associates, LLC (the “**Dupli**”), by resolution dated May 16, 2017 (the “**Original Inducement Resolution**”) the Agency undertook a project (the “**Original Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 5 acres of improved real property located at 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) (bearing tax parcel identification number 118.-06-08.0) (the “**Building 1 Land**”), improved by an approximate 149,000 square foot building (“**Building 1**”); and 156 Solar Street and Division Street W. (bearing tax parcel identification number 118.-06-01.0) (the “**Building 2 Land**”), improved by an approximate 62,800 square foot building (“**Building 2**”), each in the City of Syracuse, New York (the “**City**”) (Building 1 Land together with Building 2 Land, collectively referred to as the “**Original Land**”); (ii) the reconstruction and renovation of approximately 21,000 square feet of Building 1 consisting of an approximately 15,000 square foot climbing gym and an approximately 6,000 square foot restaurant in the northwest corner of Building 1 (collectively, the “**Original Facility**”); (iii) the acquisition and installation in and at Building 1 of furniture, fixtures and equipment (the “**Original Equipment**” and together with the Original Land and the Original Facility, the “**Original Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Original Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement.

In July 2017, Dupli and the Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Original Financial Assistance (the "**Original Lease Transaction**"). As part of the Original Lease Transaction, Dupli and the Agency executed and delivered numerous documents, including but not limited to, an agency agreement, a company lease, the First Agency Lease, a bill of sale, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement (collectively, the "**Original Lease Documents**").

By supplemental application dated February 4, 2020 (the "**Amended Application**"), Dupli requested the Agency revise the Original Project (the "**Amended Project**") as follows: (A)(i) the continuation of an interest in the Original Land; (ii) the reconstruction and renovation of Building 1 consisting of a 7,000 sq.ft. expansion of the climbing gym for an aggregate approximately 23,000 sq.ft. climbing gym and exercise/training facility; approximately 37,500 sq.ft. of commercial office space; approximately 25,000 sq.ft. of commercial storage; approximately 45,000 sq.ft. of residential space containing approximately 39 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City¹ (the "**AMI**"); and approximately 3,500 sq.ft. of retail space (collectively, the "**Building 1 Facility**"); and the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the AMI; approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (collectively, the "**Building 2 Facility**" and together with the Building 1 Facility, collectively, the "**Amended Facilities**"); and (iii) the acquisition and installation in and at the Land and Building 1 and Building 2 of furniture, fixtures and equipment (the "**Amended Equipment**" and together with the Land and the Facilities, the "**Amended Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Amended Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Amended Project Facility; and (D) the continuation of the lease of the Original Land and Amended Facilities 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 Amended Project Facility back to the Company pursuant to a sublease agreement.

To satisfy the tax credit investor and separate financing sources to allow for the syndication of historic tax credits relative to each Building 1 and Building 2, Dupli is required to set up separate single purpose entities ("**SPE**") to own each Building 1 and Building 2 (collectively, the "**Ownership Structure**"). At the time of the syndication of the tax credits, Dupli will own 90% of the SPE and the tax credit investor will own 10% of the SPE. To accommodate the Ownership Structure, Dupli requested, and the Agency approved, the amendment of the Original Lease Documents, including the Original Agency Lease, to bifurcate same into two sets of agreements (the "**Bifurcated Agreements**"), one for each parcel of Land

¹ As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

and the corresponding improvements such that the amended/new agreements control the rights and obligations of the parties thereto with respect to that portion of the Project relative to Building 1, the Building 1 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 1 Project**") and Building 2, the Building 2 Land and the Financial Assistance and Equipment associated therewith (collectively, the "**Building 2 Project**"), respectively; and

To accommodate the Ownership Structure, Dupli formed 156 Solar Street LLC, the SPE for the Building 2 Project ("**156 Solar**" and together with Dupli, collectively, the "**Company**"), 156 Solar will be a party to the Bifurcated Agreements for the Building 2 Project; and

By resolutions adopted April 21, 2020 and October 20, 2020, the Agency authorized the Bifurcated Agreements to accommodate the Ownership Structure such that the applicable Bifurcated Agreements for the Building 1 Project will govern the Building 1 Project consisting of: (A)(i) the continuation of an interest in 156 Solar Street and Division Street W. improved by an approximate 62,800 square foot building ("**Building 2**") (bearing tax parcel identification number 118.-06-01.0), located in the City of Syracuse, New York (the "**City**") (the "**Land**"); (ii) the reconstruction and renovation of Building 2 consisting of 24,000 sq.ft. of residential space containing approximately 20 apartment units, twenty percent (20%) of such units shall be reserved for tenants at the annual 65% area median income rent limits for the City² (the "**AMI**"); approximately 20,000 sq.ft. of commercial office space and approximately 9,500 sq.ft. of retail space (the "**Facility**"); and (iii) the acquisition and installation in and at the Land and Building 2 of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of 156 Solar or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the continuation of the lease of the Land and Facility by the Agency pursuant to an amended 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 an amended sublease agreement (all of the foregoing, collectively, the "**Project**").

The Company also requested that the Agency appoint 156 Solar 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 continue its leasehold interest in the Land and Facility from the Company pursuant to a Company Lease Agreement dated as of July 1, 2017 from Dupli to the Agency, as amended by that First Amendment to Company Lease dated as of December 1, 2020, by and among Dupli and the Agency, and that certain Dupli Building 1 Company Lease Agreement

² As defined in the City of Syracuse Department of Neighborhood and Business Development *Syracuse Consolidated Plan* http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf

dated as of December 1, 2020 by and among Dupli and 600 Franklin, as landlord and the Agency, as tenant; and an interest in the Equipment pursuant to one or more bills of sale from the Company dated as of December 1, 2020. The Agency subleased the Project Facility back to the Company, pursuant to an Agency Lease Agreement dated as of July 1, 2017 from the Agency to Dupli, as amended by that First Amendment to Agency Lease dated as of December 1, 2020, by and among the Agency, as sublessor and Dupli as sublessee and that certain Dupli Building 1 Agency Lease Agreement dated as of December 1, 2020 by and among the Agency as sublessor, Dupli and 600 Franklin as sublessees.

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:

- | | |
|-------------------|---|
| February 4, 2020 | The Company submitted the Amended Application for financial assistance for the project. |
| February 18, 2020 | A resolution determining that the acquisition, construction and equipping of a mixed-use project constitutes a project; describing the financial assistance in connection therewith; and authorizing a public hearing (the " Public Hearing Resolution "). |
| March 4, 2020 | Notice of the Public Hearing was mailed to the chief executive officers of the affected tax jurisdictions pursuant to Section 859-a of the Act. |
| March 5, 2020 | Notice of the Public Hearing was published in the <u>Post-Standard</u> pursuant to Section 859-a of the Act. |
| March 17, 2020 | The Agency conducted the Public Hearing pursuant to Section 859-a of the Act. |
| March 17, 2020 | A resolution classifying a certain project as a Type 1 Action pursuant to the State Environmental Quality Review Act, declaring the Agency lead agency for purposes of an coordinated review thereunder (the " SEQRA Lead Agency Resolution "). |
| April 21, 2020 | A resolution determining that the undertaking of a certain project at the request of Dupli Associates LLC will not have a significant effect on the Environment (the " SEQRA Resolution "). |
| April 21, 2020 | A resolution authorizing the undertaking, acquisition, reconstruction, renovation, 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 (the “*Amended Inducement Resolution*”).

April 21, 2020

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 (the “*Amended PILOT Resolution*”).

April 21, 2020

A resolution authorizing the execution and delivery of certain documents by the Agency at the request of the Company (the “*Amended Final Approving Resolution*”).

October 20, 2020

A resolution authorizing the addition of a project owner or operator, amendments to certain transactional documents and the execution and delivery thereof (the “*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), Dupli (D), 156 Solar (S), Company's Counsel (CC), Lender's Counsel (LC) as follows:

A.	Basic Documents	Responsible Party	Signatories
1.	Original Project Agreement	AC	Final
2.	First Amendment to Project Agreement	AC	D, A
3.	Dupli Building 2 Project Agreement	AC	D, S, A
4.	Original Company Lease Agreement	AC	Final
5.	Original Memorandum of Company Lease Agreement	AC	Final
6.	First Amendment to Company Lease	AC	D, A
7.	Memorandum of First Amendment to Company Lease Agreement with TP-584	AC	D, A
8.	Dupli Building 2 Company Lease	AC	D, S, A
9.	Memorandum of Dupli Building 2 Company Lease Agreement with TP-584	AC	D, S, A
10.	Original Bill of Sale		Final
11.	Dupli Bill of Sale	AC	D
12.	156 Solar Bill of Sale	AC	S
13.	Original Agency Lease Agreement	AC	Final
14.	Original Memorandum of Agency Lease Agreement	Ac	Final
15.	First Amendment to Agency Lease	AC	D, A
16.	Memorandum of First Amendment to Agency Lease Agreement with Form TP-584	AC	D, A
17.	Dupli Building 2 Agency Lease	AC	F, D, A
18.	Memorandum of Dupli Building 2 Agency	AC	F, D, A

Lease with Form TP-584

19.	Certification re: Local Labor Policy	AC	D, F
20.	Certificates of casualty, liability, workers' compensation and other required insurance	AC	
21.	Original Environmental Compliance and Indemnification Agreement	AC	Final
22.	Environmental Compliance and Indemnification Agreement	AC	D, F
23.	Closing Receipt	AC	D, F, A
24.	Sales Tax Appointment Letter (156 Solar)	AC	A
25.	Form ST-60 indicating appointment of 156 Solar to act as the agent of the Agency	AC	A
26.	Original PILOT Agreement	AC	FINAL
27.	Original 412-a	AC	FINAL
28.	First Amendment to PILOT Agreement	AC	D, A
29.	PILOT Agreement (156 Solar)	AC	D, F, A
30.	Form 412-a (156 Solar)	AC	A
31.	Mortgage and Security Agreement (Matt Family) \$1,650,000	LC	
32.	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	A	

	appointment of current members		
	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” Lead Agency SEQRA Resolution	AC	
	Exhibit “G” SEQRA Resolution	AC	
	Exhibit “H” Amended Inducement Resolution	AC	
	Exhibit “I” Amended PILOT Resolution	AC	
	Exhibit “J” Amended Final Approving Resolution	AC	
	Exhibit "K" Approving Resolution	AC	
2.	Mortgage Recording Tax Affidavit	AC	A
C.	Items To Be Delivered By Dupli		
1.	General Certificate of Dupli relating to capacity and signatures of officers, execution and delivery of the Documents to which it is a party, no litigation and approval, with the following items included as exhibits:	AC	D
	Exhibit “A” - Articles of Organization	C	
	Exhibit “B” - Operating Agreement	C	D
	Exhibit “C” - Certificate of Good Standing	C	
	Exhibit “D” - Company Resolution	C	D
D.	Items To Be Delivered By 156 Solar		
1.	General Certificate of 156 Solar 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		F

included as exhibits:

	Exhibit "A" - Articles of Organization		
	Exhibit "B" - Operating Agreement		F
	Exhibit "C" - Certificate of Good Standing		
	Exhibit "D" - Company Resolution		F
	Exhibit "E" - Local Access Agreement		
F.	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 Lynn, D'Elia Temes & Stanczyk LLC, counsel to the Company, addressed to the Agency and the Company.	AC	CC

III. Action To Be Required Concurrently With Or After Closing

Memorandum of First Amendment to Company Lease Agreement, Memorandum of First Amendment to Agency Lease Agreement, Memorandum of Dupli Building 1 Company Lease, Memorandum of Dupli Building 1 Agency Lease, Mortgage are to be filed with the Onondaga County Clerk.

The 412-a Real Property Tax Exemption Form, 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
For the Company:	Dupli Associates LLC 156 Solar Street LLC J. Kemper Matt, Jr., Member
Company Counsel:	Lynn, D'Elia, Temes & Stanczyk LLC Timothy Lynn, Esq.
For the Lender:	Matt Industries Inc., J. Kemper Matt, J. Kemper, Matt, Jr., Julie Morgan Matt, Alec Matt, Stephen Elliott and Central New York Community Foundation, Inc.
Lender's counsel:	Mackenzie Hughes LLP Frederick W. Marty, Esq.
Agency's Counsel:	Bousquet Holstein PLLC Susan R. Katzoff, Esq.