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**CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**DUPLI ASSOCIATES LLC**

**AND**

**600 FRANKLIN OWNER LLC**

**TRANSCRIPT OF PROCEEDINGS**

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**CLOSING DATE: DECEMBER 17, 2020**

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**DUPLI ASSOCIATES LLC – DUPLI BUILDING 1 PROJECT**

**CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**

**DUPLI ASSOCIATES LLC – DUPLI BUILDING 1 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, 7<sup>th</sup> 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.

## 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 Project Agreement to the Agency regardless of any investigation made by the Agency.

**Section 6.02.** Notices. All notices, certificates and other communications under this Project Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified mail, postage prepaid, return receipt requested, or by overnight delivery service, addressed as follows:

If to the Agency: City of Syracuse Industrial Development Agency  
201 East Washington Street, 7<sup>th</sup> Floor  
Syracuse, New York 13202  
Attn: Chairman

With a copy to: Corporation Counsel  
City of Syracuse  
233 East Washington Street  
Syracuse, New York 13202

If 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.

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 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 Project Agreement or the application thereof shall

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

**Section 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.

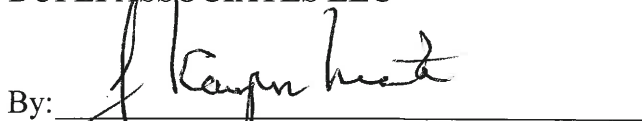
**Section 6.08. Section Headings.** The headings of the several Sections in this Project Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Project Agreement.

**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

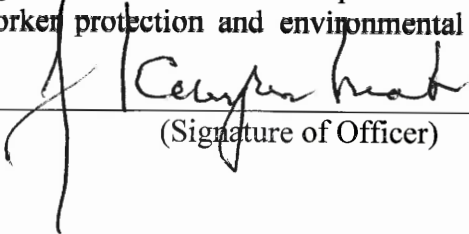
**DUPLI ASSOCIATES LLC**

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

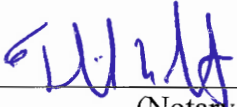
STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss.:

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 20<sup>th</sup> 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, 7<sup>th</sup> 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, 7<sup>th</sup> 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.

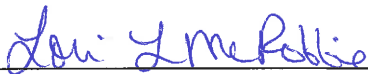
IN WITNESS WHEREOF, the Agency and Company have caused this Agreement to be executed in their respective names on the date first above written.

**CITY OF SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
William M. Ryan, Chairman

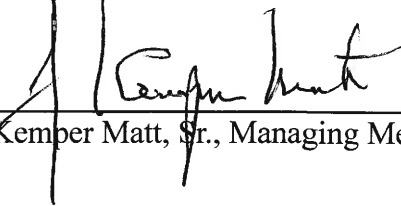
STATE OF NEW YORK            )  
COUNTY OF ONONDAGA       ) ss:

On the 18<sup>th</sup> 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

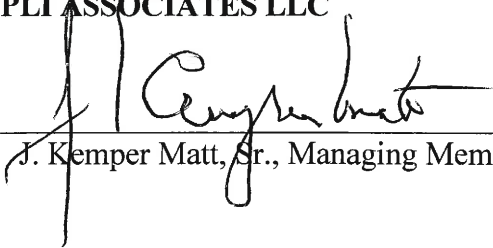
Frederick W. Marty  
Notary Public in the State of New York  
Qualified in Onondaga County No. 02MA6123656  
My Commission Expires March 14, 2021

**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 20<sup>th</sup> 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, 7<sup>th</sup> 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:

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\_\_\_\_\_  
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, 6<sup>th</sup> 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<sup>a</sup> (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

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<sup>a</sup> 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)

"**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:



## 1.0 RECITALS.

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

## 2.0 AMENDMENTS.

(1) The parties agree, as of and following the Effective Date hereof, to bifurcate the First Project Agreement into two agreements, 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 project agreement attached hereto at **Exhibit "A"** continuing the parties' interests in the Building 1 Project, adding the applicable SPE as a party to the agreement and evidencing each of the parties' rights and obligations with respect thereto (the "***Dupli Building 1 Project Agreement***"); and (ii) executing and delivering the project agreement attached hereto at **Exhibit "B"** continuing the parties' interests in the Building 2 Project, adding the applicable SPE as a party to the agreement and evidencing each of the parties' and evidencing their rights and obligations with respect thereto (the "***Dupli Building 2 Project Agreement***").

(2) Section 6.02 of the First Project Agreement shall be is deleted in its entirety and replaced with the following:

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

If to the Agency:                      City of Syracuse Industrial Development Agency  
201 East Washington Street, 6<sup>th</sup> Floor  
Syracuse, New York 13202  
Attn: Chair

With a copy to:                        Corporation Counsel  
City of Syracuse  
233 East Washington Street  
Syracuse, New York 13202

and

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

If to the Company, 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

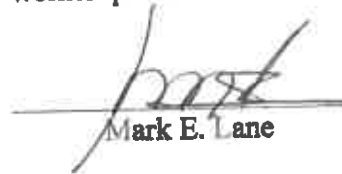
**DUPLI ASSOCIATES LLC**  
By: FS Development Associates, LLC, its Manager

By: \_\_\_\_\_  
Mark E. Lane, Managing Member

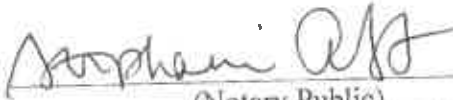
STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss.:

**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 4<sup>th</sup> day of December, 2020.

  
\_\_\_\_\_  
(Notary Public)  
STEPHANIE A. SMITH  
Notary Public, State of New York  
No. 01514995504  
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, 6<sup>th</sup> 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*”).

### W I T N E S S E T H:

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

**WHEREAS**, the 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<sup>[1]</sup> (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

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<sup>[1]</sup> 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)

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, 6<sup>th</sup> 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.

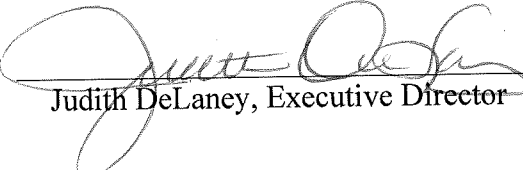
**Section 6.06. Governing Law.** This Dupli Building 1 Project Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State applicable to agreements executed and to be wholly performed therein and the parties hereto hereby 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

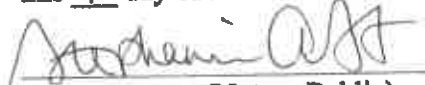
STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss.:

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 4<sup>th</sup> 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

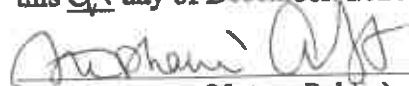
STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss.:

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 4<sup>th</sup> 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, 6<sup>th</sup> 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<sup>[1]</sup> (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

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<sup>[1]</sup> 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](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, 6<sup>th</sup> 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.

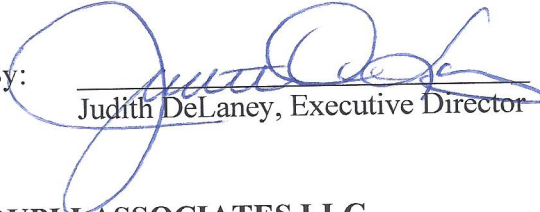
**Section 5.09. Assignment**

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
<b>Total</b>	<b>\$1,549,507.95</b>	

**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, 6<sup>th</sup> 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:

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Signature

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Print Name

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Title

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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, 6<sup>th</sup> 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<sup>a</sup> (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

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<sup>a</sup> 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](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

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 2 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 2 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, 6<sup>th</sup> 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 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

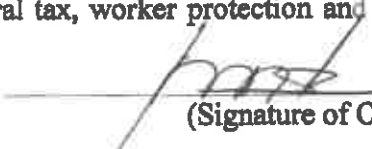
By: \_\_\_\_\_  
Mark E. Lane, Managing Member



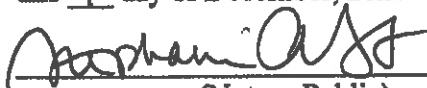
STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss.:

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.

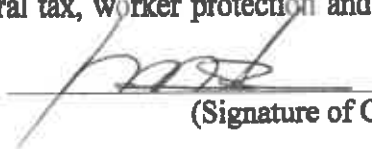
  
(Notary Public)

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

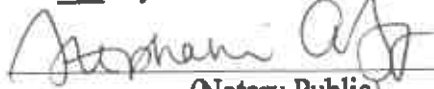
STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss.:

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, 6<sup>th</sup> 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 City<sup>1</sup> (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

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<sup>1</sup> 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](http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%20001-06-2016.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, 6<sup>th</sup> 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
<b>Total</b>	<b>\$851,963.50</b>	

**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, 6<sup>th</sup> 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:

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Signature

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Print Name

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Title

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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 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, 6<sup>th</sup> 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*”).

### W I T N E S S E T H:

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

**WHEREAS**, the 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<sup>[1]</sup> (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

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<sup>[1]</sup> 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)



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, 6<sup>th</sup> 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.

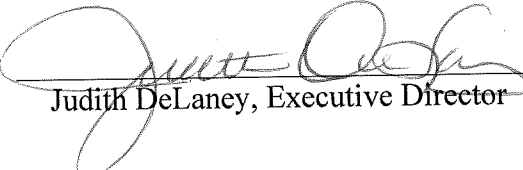
**Section 6.06. Governing Law.** This Dupli Building 1 Project Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State applicable to agreements executed and to be wholly performed therein and the parties hereto hereby 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

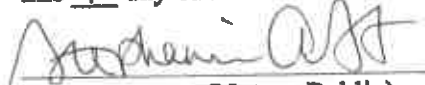
STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss.:

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 4<sup>th</sup> 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

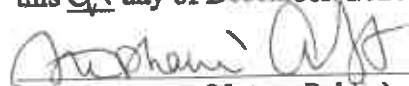
STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss.:

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 4<sup>th</sup> 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, 6<sup>th</sup> 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<sup>[1]</sup> (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

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<sup>[1]</sup> 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](http://www.syr.gov/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, 6<sup>th</sup> 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.



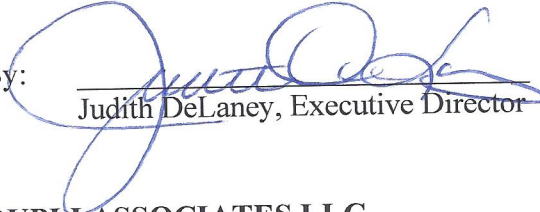
**Section 5.09. Assignment**

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
<b>Total</b>	<b>\$1,549,507.95</b>	

**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, 6<sup>th</sup> 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:

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Signature

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Print Name

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Title

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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**

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**COMPANY LEASE AGREEMENT**

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**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, 7<sup>th</sup> 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 20<sup>th</sup> 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 18<sup>th</sup> 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, 2018



## 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.

**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, 7<sup>th</sup> 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.

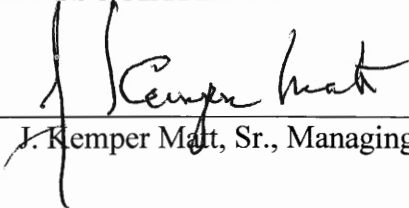
***TERM OF COMPANY LEASE AGREEMENT:***

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.

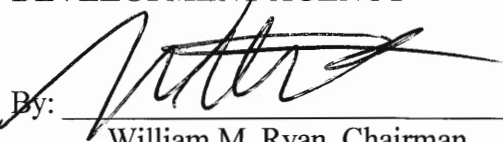
11:01 07/26/17 2549717 RS DE-8486P-54

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 20<sup>th</sup> 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 18<sup>th</sup> 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 20<sup>th</sup> 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.

*Frederick 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)	i. <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 _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication  j. <input type="checkbox"/> Conveyance of air rights or development rights	
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	k. <input type="checkbox"/> Contract assignment	

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)*

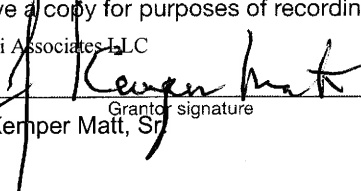
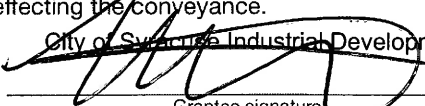
1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - The transfer of real property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

**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 \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of 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

**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, 6<sup>th</sup> 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 City<sup>1</sup> (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

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<sup>1</sup> 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](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, 6<sup>th</sup> 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

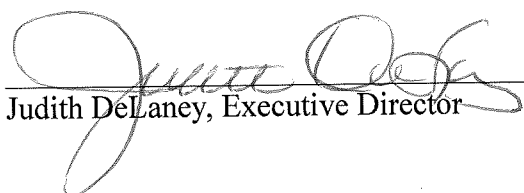
**IN WITNESS WHEREOF**, the Company and the Agency have duly executed this First Amendment to Company Lease Agreement, as of the day and year first above written.

**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**

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**COMPANY LEASE AGREEMENT**

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**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, 6<sup>th</sup> 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<sup>[1]</sup> (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.

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<sup>[1]</sup> 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)

**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, 6<sup>th</sup> 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

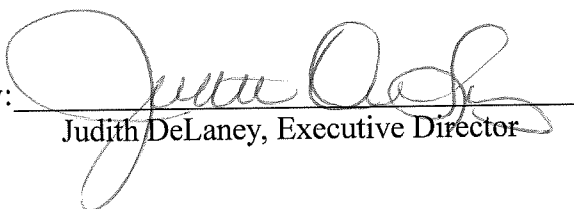
**600 FRANKLIN OWNER LLC**

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**

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**COMPANY LEASE AGREEMENT**

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**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, 6<sup>th</sup> 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 City<sup>1</sup> (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:

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<sup>1</sup> 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, 6<sup>th</sup> 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 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 AGREEMENT<sup>1</sup>**

***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, 6<sup>th</sup> 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.

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<sup>1</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> day of December, 2020.

**DUPLI ASSOCIATES LLC**

By: FS Development Associates, LLC, its Manager

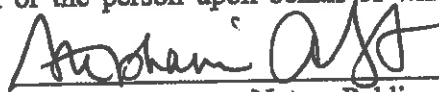
By: \_\_\_\_\_  
Mark E. Lane, Managing Member

**CITY OF SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY**

By:  \_\_\_\_\_  
Judith DeLaney, Executive Director

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

On the 4<sup>th</sup> 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 8<sup>th</sup> 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. Monaghan*  
\_\_\_\_\_  
Notary Public

Lou L. Monaghan  
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 (SSN).

Location and description of property conveyed

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

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

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and 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 Judith DeLaney	Grantee signature Title Executive Director
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**

**600 FRANKLIN OWNER LLC**

**AND**

**CITY OF SYRACUSE  
INDUSTRIAL DEVELOPMENT AGENCY**

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**COMPANY LEASE AGREEMENT**

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**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, 6<sup>th</sup> 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<sup>[1]</sup> (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.

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<sup>[1]</sup> 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)

**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, 6<sup>th</sup> 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

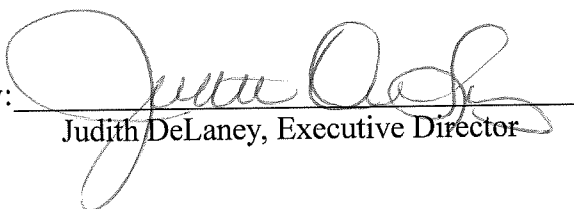
**600 FRANKLIN OWNER LLC**

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.



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 : 2020-00050182

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 # : 5702

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) : 2:04:08 PM



Doc ID - 041493680007

*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 1  
COMPANY LEASE AGREEMENT**

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

600 Franklin Owner LLC  
113 Court Street  
Binghamton, New York 13901

***NAME AND ADDRESS OF LESSEE:*** City of Syracuse Industrial Development Agency  
201 East Washington Street, 6<sup>th</sup> 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 1<sup>st</sup> day of December, 2020.

**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 parties hereto have respectively executed this memorandum as of the 1<sup>st</sup> day of December, 2020.

**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

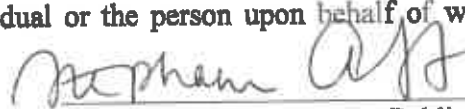
By: \_\_\_\_\_  
Mark E. Lane, Managing Member

**CITY OF SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Judith DeLaney, Executive Director

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

On the 4<sup>th</sup> 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 November, 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 8<sup>th</sup> 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

**EXHIBIT A**  
**DESCRIPTION OF REAL PROPERTY**

**600 Franklin Street North to Solar Street**

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

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

Schedule A - Information relating to conveyance

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

Location and description of property conveyed

Table with columns: Tax map designation - Section, block & lot; SWIS code; 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 (12/01/2020).

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

Form with checkboxes for conditions of conveyance (a. Conveyance of fee interest, f. Conveyance which consists of a mere change of identity, 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)**

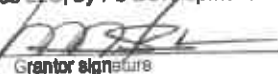
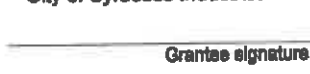

Complete the following only if the interest being transferred is a fee simple interest.  
This is to certify that: (mark an X in the appropriate box)

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  Mark E. Lane Grantor signature Managing Member Title	City of Syracuse Industrial Development Agency  Grantee signature Judith DeLaney Title	Executive Director Title
600 Franklin Owner LLC, By: Dupli Associates LLC, its Managing Member By: FS Development Associates, LLC, its Manager  Mark E. Lane Grantor signature Managing Member Title	Grantee signature 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 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  600 Franklin Owner 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)**

Completes the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

**Part 1 – New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 – Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date \_\_\_\_\_ to \_\_\_\_\_ Date \_\_\_\_\_ (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**BILL OF SALE TO AGENCY**

**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, 7<sup>th</sup> 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.

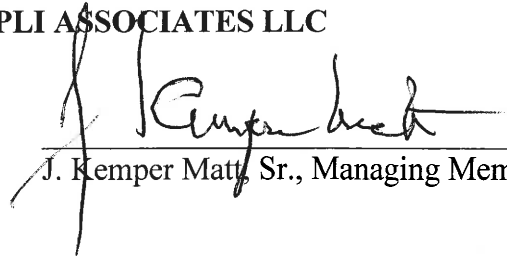
**TO HAVE AND HOLD** the same unto the Agency, its successors and assigns, forever.

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 1<sup>st</sup> 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, Binghamton, 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, 6<sup>th</sup> 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 1 Agency Lease by and among the Agency, Dupli and 600 Franklin Owner LLC, dated as December 1, 2020 ("**Dupli Building 1 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 1 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 1<sup>st</sup> 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**

**600 FRANKLIN OWNER 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 ("**600 Franklin**"), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by 600 Franklin 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, 6<sup>th</sup> Floor, Syracuse, New York 13202, the receipt of which is hereby acknowledged by 600 Franklin, 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 600 Franklin in connection with the Project Facility, as described in the Dupli Building 1 Agency Lease by an and among the Agency, 600 Franklin and Dupli Associates LLC, dated as December 1, 2020 ("**Dupli Building 1 Agency Lease**"), and as listed on "**Exhibit A**" attached hereto.

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

600 Franklin 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 1 Agency Lease, and that 600 Franklin has the right to sell the same as aforesaid; and 600 Franklin 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**, 600 Franklin 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 1<sup>st</sup> day of December, 2020.

**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"**

### **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 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.

**CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**DUPLI ASSOCIATES LLC**

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**AGENCY LEASE AGREEMENT**

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**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, 7<sup>th</sup> 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 creation<sup>1</sup>, 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

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<sup>1</sup> 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, 7<sup>th</sup> 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.**

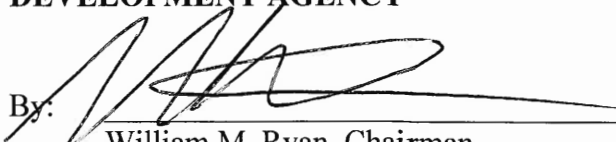
**Section 875(7) of the New York General Municipal Law (“GML”) requires that the Agency post on its website all resolutions and agreements relating to the Company’s appointment as an agent of the Agency or otherwise related to the Project; and Article 6 of the New York Public Officers Law declares that 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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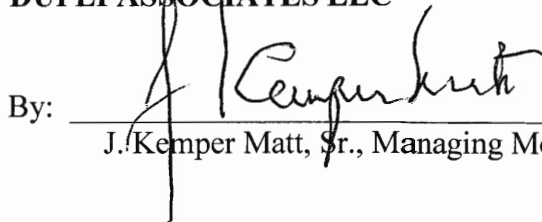


IN WITNESS WHEREOF, the Agency and the Company have caused this Agency Lease to be executed in their respective names by their duly authorized representatives as of the day and year first written above.

**CITY OF SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY**

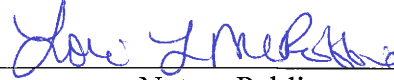
By:   
William M. Ryan, Chairman

**DUPLI ASSOCIATES LLC**

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

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

On the 18<sup>th</sup> 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.

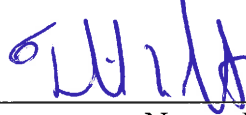


Notary Public

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 20<sup>th</sup> 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, 7<sup>th</sup> 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:

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\_\_\_\_\_  
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 instructions)
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/yr) .....		Enter the date that agent or project operator status ends (month/day/yr) .....

**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](http://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**

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**City of Syracuse**  
**Industrial Development Agency**  
201 East Washington Street, 7<sup>th</sup> Floor  
Syracuse, NY 13202  
Tel (315) 473-3275 Fax (315) 435-3669

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**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**

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**City of Syracuse**  
**Industrial Development Agency**  
201 East Washington Street, 7<sup>th</sup> Floor  
Syracuse, NY 13202  
Tel (315) 473-3275 Fax (315) 435-3669

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**RECAPTURE POLICY**

**I. STATEMENT OF PURPOSE**

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- 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.

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- 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.

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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:

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- 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

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#### 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.

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- 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.
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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.

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#### **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, 7<sup>th</sup> 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

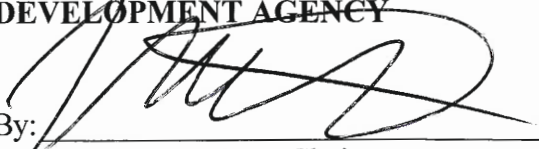
***TERM OF AGENCY LEASE AGREEMENT:***

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.

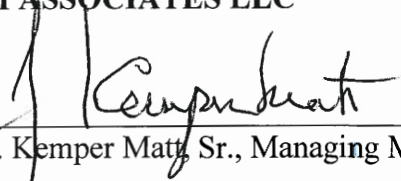
11:02 07/26/17 2549817 RS DB-5436P--61

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

**CITY OF SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY**

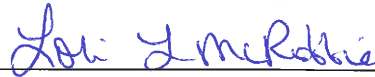
By:   
\_\_\_\_\_  
William M. Ryan, Chairman

**DUPLI ASSOCIATES LLC**

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

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

On this 18<sup>th</sup> 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.

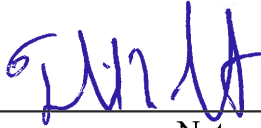


Notary Public

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 20<sup>th</sup> 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 border="1" style="display: inline-table; text-align: center;"> <tr> <td style="width: 20px;">07</td> <td style="width: 20px;">01</td> <td style="width: 20px;">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"/> <b>Exemption claimed</b>	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)

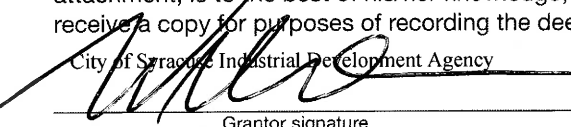
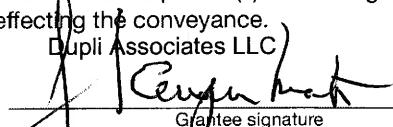
- 1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - The transfer of real 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>_____                  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, 6<sup>th</sup> 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 City<sup>1</sup> (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

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<sup>1</sup> 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](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.

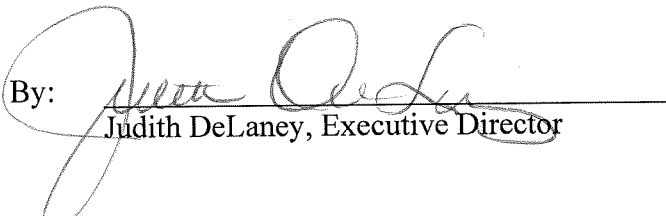
#### **10.0 GOVERNING LAW.**

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**

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**DUPLI BUILDING 1  
AGENCY LEASE AGREEMENT**

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**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, 6<sup>th</sup> 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<sup>[1]</sup> (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

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<sup>[1]</sup> 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)

**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 ("**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**"). 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<sup>[1]</sup>,

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<sup>[1]</sup> 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

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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, 6<sup>th</sup> 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.

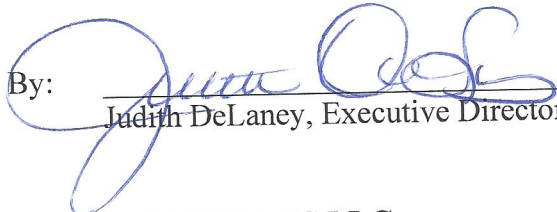
### **11.14 DISCLOSURE.**

**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.

**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”

### 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		<a href="mailto:tim@ldts-law.com">tim@ldts-law.com</a>				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, 6<sup>th</sup> 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:

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Signature

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Print Name

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Title

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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 **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<sup>[1]</sup> (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

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<sup>[1]</sup> 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-%202001-06-2016.pdf](http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%202001-06-2016.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**



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.

Form with fields: Name of seller, Name of agent or project operator, Street address, 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.

Form with fields: 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/dd/yy), Enter the date that agent or project operator status ends (mm/dd/yy)

Exempt purchases

(Mark an X in boxes that apply)

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

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

Form with fields: 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](http://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**

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**City of Syracuse**  
**Industrial Development Agency**  
201 East Washington Street, 7<sup>th</sup> Floor  
Syracuse, NY 13202  
Tel (315) 473-3275 Fax (315) 435-3669

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**RECAPTURE POLICY**

**I. STATEMENT OF PURPOSE**

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- 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<sup>[1]</sup> (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

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<sup>[1]</sup> 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](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, 6<sup>th</sup> 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:

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Signature

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Print Name

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Title

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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 AGENCY LEASE AGREEMENT**

**CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**DUPLI ASSOCIATES, LLC**

**AND**

**156 SOLAR STREET LLC**

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**DUPLI BUILDING 2  
AGENCY LEASE AGREEMENT**

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**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, 6<sup>th</sup> 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 City<sup>1</sup> (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

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<sup>1</sup> 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)

**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<sup>[1]</sup>, 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.

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<sup>[1]</sup> 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, 6<sup>th</sup> 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.**

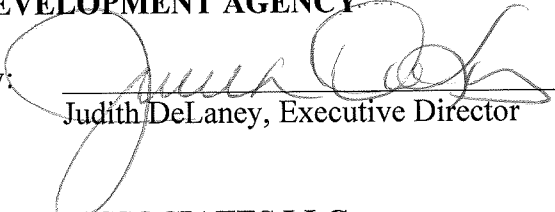
**Section 875(7) of the New York General Municipal Law (“GML”) requires that the Agency post on its website all resolutions and agreements relating to the Company's appointment as an agent of the Agency or otherwise related to the Project; and Article 6 of the New York Public Officers Law declares that 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.

**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° 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 “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.**

<b>Company</b>	<b>156 Solar Street LLC</b>					<b>General Contractor</b>	<b>Not yet selected</b>				
<b>Representative for Contract Bids and Awards</b>	<b>Timothy M. Lynn</b>					<b>Contact</b>					
<b>Address</b>	<b>100 Madison Street</b>					<b>Address</b>					
<b>City</b>	<b>Syracuse</b>	<b>ST</b>	<b>NY</b>	<b>Zip</b>	<b>13202</b>	<b>City</b>		<b>ST</b>		<b>Zip</b>	
<b>Phone</b>	<b>315-476-1010</b>		<b>Fax</b>				<b>Phone</b>			<b>Fax</b>	
<b>Email</b>	<a href="mailto:tim@ldts-law.com">tim@ldts-law.com</a>					<b>Email</b>					
<b>Project Address</b>	<b>156 Solar Street</b>					<b>Construction Start Date</b>	<b>Projected October 2021</b>				
<b>City</b>	<b>Syracuse</b>	<b>ST</b>	<b>NY</b>	<b>Zip</b>	<b>13204</b>	<b>Occupancy Date</b>	<b>Projected December 2022</b>				

**Project Components – Indicate those for which bids will be sought:**

<b>Item</b>	<b>Estimated Value</b>	<b>Bid Date</b>	<b>Contact</b>
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, 6<sup>th</sup> 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:

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\_\_\_\_\_  
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 City<sup>2</sup> (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

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<sup>2</sup> 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)

**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.

Form with fields for Name of seller, Name of agent or project operator, Street address, City, town, or village, State, ZIP code, and Agent or project operator sales tax ID number.

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.

Form with fields for Name of IDA, Name of project, IDA project number, Street address of project site, City, town, or village, State, ZIP code, and dates for agent or project operator status.

Exempt purchases

(Mark an X in boxes that apply)

- Exempt purchase options A, B, and C with checkboxes: A. Tangible personal property or services... B. Certain utility services... C. Motor vehicle or tangible personal property...

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.

Signature and Date fields for purchaser or purchaser's representative.

## 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](http://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**

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**City of Syracuse**  
**Industrial Development Agency**  
201 East Washington Street, 7<sup>th</sup> Floor  
Syracuse, NY 13202  
Tel (315) 473-3275 Fax (315) 435-3669

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**RECAPTURE POLICY**

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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

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- 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.
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- 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

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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).

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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 City<sup>3</sup> (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**").

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<sup>3</sup> 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](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, 6<sup>th</sup> 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:

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Signature

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Print Name

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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 AGREEMENT<sup>1</sup>**

***NAME AND ADDRESS OF LESSOR:*** City of Syracuse Industrial Development Agency  
201 East Washington Street, 6<sup>th</sup> 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:***

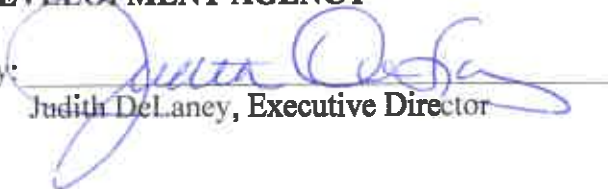
The term of the Agency Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2033**, unless earlier terminated as provided in the Agency Lease Agreement.

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<sup>1</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 8<sup>th</sup> 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 4<sup>th</sup> 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, 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: 118-06-08.0, 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 a date of conveyance field (07/01/2017).

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

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

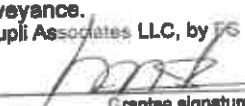
- e  Other (attach detailed explanation).
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.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

**600 FRANKLIN OWNER LLC**

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**DUPLI BUILDING 1  
AGENCY LEASE AGREEMENT**

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**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, 6<sup>th</sup> 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<sup>[1]</sup> (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

---

<sup>[1]</sup> 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)

**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<sup>[1]</sup>,

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<sup>[1]</sup> 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

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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, 6<sup>th</sup> 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.

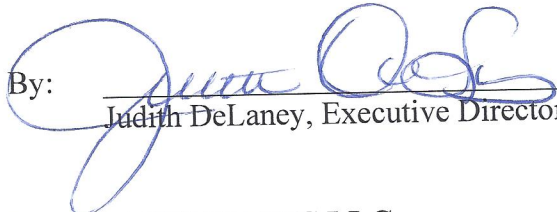
**11.14 DISCLOSURE.**

**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.

**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”

### 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		<a href="mailto:tim@ldts-law.com">tim@ldts-law.com</a>				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, 6<sup>th</sup> 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:

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\_\_\_\_\_  
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 **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<sup>[1]</sup> (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

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<sup>[1]</sup> 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-%202001-06-2016.pdf](http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%202001-06-2016.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](http://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**

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**City of Syracuse**  
**Industrial Development Agency**  
201 East Washington Street, 7<sup>th</sup> Floor  
Syracuse, NY 13202  
Tel (315) 473-3275 Fax (315) 435-3669

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**RECAPTURE POLICY**

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- 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.

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- 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).
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- 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.

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- 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.
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- k) The assessment prepared in accordance with the Agency’s Annual Assessment Policy.
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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<sup>[1]</sup> (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

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<sup>[1]</sup> 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](http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%202001-06-2016.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, 6<sup>th</sup> 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:

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Signature

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Print Name

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Title

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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 : 2020-00050183

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 # : 5703

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) : 2:05:33 PM



Doc ID - 041493690007

*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 1  
AGENCY LEASE AGREEMENT**

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

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

600 Franklin Owner 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:***

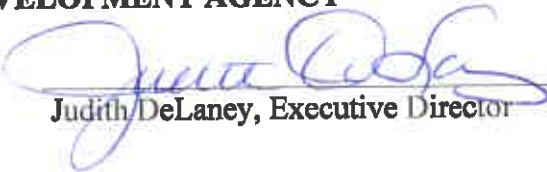
As of December 1, 2020

***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 1<sup>st</sup> 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

**600 FRANKLIN OWNER LLC**

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By: \_\_\_\_\_  
Mark E. Lane, Managing Member

1

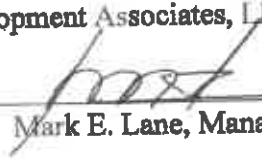
IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1<sup>st</sup> day of December, 2020.

**CITY OF SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Judith DeLaney, Executive Director

**DUPLI ASSOCIATES LLC**

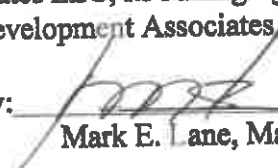
By: FS Development Associates, LLC, its Manager

By:  \_\_\_\_\_  
Mark E. Lane, Managing Member

**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     )  
  ) ss.:  
COUNTY OF ONONDAGA )

On this 8<sup>th</sup> 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.

*Louie L. McRobbie*  
Notary Public

LOUIE L. McROBBIE  
Notary Public, State of New York  
Qualified in Onondaga Co. No. 017005000991  
Commission Expires on Feb. 12, 20 22

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

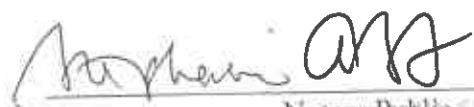
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ONONDAGA )

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 4<sup>th</sup> 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 SMITH  
Notary Public, State of New York  
No. 015M-995804  
Qualified in Onondaga County  
My 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.



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, 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.-06-08.0, 311500, 600 Franklin Street N., Syracuse, Onondaga.

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

Form with checkboxes for property types (1-5) and date of conveyance (12/01/2020). Includes percentage of residential real property conveyed.

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

Form with checkboxes for conditions of conveyance (a-s), including fee interest, acquisition of controlling interest, and leasehold grant.

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.

<p>City of Syracuse Industrial Development Agency</p>  <p>_____                  Grantor signature                  Judith DeLahey</p>	<p>Executive Director</p> <p>_____                  Title</p>	<p>Dupli Associates LLC, By: FS Development Associates, LLC, its Manager</p> <p>_____                  Grantee signature                  Mark E. Lane</p> <p>600 Franklin Owner LLC, By: Dupli Associates LLC, its Managing Member                  By: FS Development Associates, LLC, its Manager</p> <p>_____                  Grantee signature                  Mark E. Lane</p>
<p>_____                  Grantor signature</p>	<p>_____                  Title</p>	<p>_____                  Grantee signature                  Mark E. Lane</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 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)

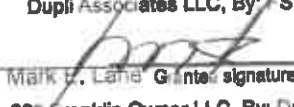

1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a  The transfer of real 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 _____ Grantor signature Judith DeLaney	Executive Director _____ Title	Dupli Associates LLC, By: FS Development Associates, LLC, its Manager  Mark E. Lane Grantor signature	Managing Member _____ Title
_____ Grantor signature	_____ Title	601 Franklin Owner 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 a, 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-2863, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2864, *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 1 Agency Lease Agreement by and between the parties dated as of December 1, 2020.

Each of the undersigned, authorized signatories for 600 Franklin Owner LLC (the "**600 Franklin**") and Dupli Associates LLC ("**Dupli**" and together with 600 Franklin, 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

**600 FRANKLIN OWNER 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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2021

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901	<b>CONTACT NAME:</b> Samantha Vore <b>PHONE (A/C, No, Ext):</b> (607) 338-1247 45229 <b>FAX (A/C, No):</b> (607) 754-9797 <b>E-MAIL ADDRESS:</b> Samantha.Vore@ioausa.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Admiral Insurance Company		24856
INSURER B : Mt Hawley Insurance Company		37974
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**INSURED**     600 Franklin Owner LLC  
 FS Development Associates LLC  
 Dupli Associates LLC  
 113 Court Street  
 Binghamton, NY 13901

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CA000040340-01	12/16/2020	6/16/2022	EACH OCCURRENCE     \$     1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)     \$     300,000						
	MED EXP (Any one person)     \$     5,000						
	PERSONAL & ADV INJURY     \$     1,000,000						
	GENERAL AGGREGATE     \$     2,000,000						
							PRODUCTS - COMP/OP AGG     \$     2,000,000
							Deductible     \$     5,000
<b>B</b>	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)     \$
	BODILY INJURY (Per person)     \$						
	BODILY INJURY (Per accident)     \$						
	PROPERTY DAMAGE (Per accident)     \$						
	\$						
<b>B</b>	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	X		MXL0433186	12/16/2020	6/16/2022	EACH OCCURRENCE     \$     2,000,000
	AGGREGATE     \$     2,000,000						
							\$
							<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N    N / A If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT     \$
							E.L. DISEASE - EA EMPLOYEE     \$
							E.L. DISEASE - POLICY LIMIT     \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Renovation of 600 N. Franklin Street, Syracuse, NY 13204

Tompkins Trust Company, Foss NY Historic Fund V, and City of Syracuse Industrial Development Agency shall be named as additional insured on a primary and non-contributory basis. 10 days' notice of cancellation to certificate holder.

<b>CERTIFICATE HOLDER</b>  City of Syracuse Industrial Development Agency 201 East Washington Street Syracuse, NY 13202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**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)	Designation Of Premises
1) City of Syracuse Industrial Development Agency, 201 East Washington Street, Syracuse, NY 13202 2) Tompkins Trust Company ISAOA ATIMA, PO Box 699, Ithaca, NY 14851 3) Foss NY Historic Fund V, LLC, Foss Bridge Credit LLC, 832 Sansome Street, 2nd Floor, San Francisco, CA 94111	All premises covered by this insurance.
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:

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY/NON-CONTRIBUTING INSURANCE  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

- |   |
|---|
| <ol style="list-style-type: none"><li>1) City of Syracuse Industrial Development Agency, 201 East Washington Street, Syracuse, NY 13202</li><li>2) Tompkins Trust Company ISAOA ATIMA, PO Box 699, Ithaca, NY 14851</li><li>3) Foss NY Historic Fund V, LLC, Foss Bridge Credit LLC, 832 Sansome Street, 2nd Floor, San Francisco, CA 94111</li></ol> |
|---|

It is agreed that Commercial General Liability Coverage Form CG 00 01 Section IV paragraphs 4.b. and 4.c. do not apply with respect to other valid and collectible Commercial General Liability insurance, whether primary or excess, available to the person or organization shown in the Schedule and:

- 1) Who is an insured under an Additional Insured-Owners, Lessees or Contractors endorsement attached to this policy; and
- 2) Who requires by specific written contract that this insurance is to be primary and/or non-contributory to other valid and collectible insurance available to that person or organization.

This endorsement does not change the scope of coverage provided to the person or organization by any Additional Insured endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OTHER INSURANCE AMENDATORY – SCHEDULED**

It is understood that **Section IV. CONDITIONS, K. Other Insurance** is amended as follows for any person, organization or project scheduled below:

To the extent required under written contract and provided by the **underlying insurance**, this policy will apply as primary insurance, excess of scheduled **underlying insurance**, to additional insureds and other insurance which may be available to such additional insureds will be non-contributory.

<b>SCHEDULE</b>
<b>Name Of Person, Organization, Or Project:</b>
City of Syracuse Industrial Development Agency 201 East Washington Street Syracuse, NY 13202

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2021

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

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901	<b>CONTACT NAME:</b> Samantha Vore <b>PHONE (A/C, No, Ext):</b> (607) 338-1247 45229 <b>FAX (A/C, No):</b> (607) 754-9797 <b>E-MAIL ADDRESS:</b> Samantha.Vore@ioausa.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Admiral Insurance Company		<b>24856</b>
<b>INSURER B :</b> Mt Hawley Insurance Company		<b>37974</b>
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	<b>X</b>		<b>CA000040340-01</b>	<b>12/16/2020</b>	<b>6/16/2022</b>	EACH OCCURRENCE	<b>\$ 1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	<b>\$ 300,000</b>
							MED EXP (Any one person)	<b>\$ 5,000</b>
							PERSONAL & ADV INJURY	<b>\$ 1,000,000</b>
							GENERAL AGGREGATE	<b>\$ 2,000,000</b>
							PRODUCTS - COMP/OP AGG	<b>\$ 2,000,000</b>
							<b>Deductible</b>	<b>\$ 5,000</b>
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<b>X</b>		<b>MXL0433186</b>	<b>12/16/2020</b>	<b>6/16/2022</b>	EACH OCCURRENCE	<b>\$ 2,000,000</b>
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						PER STATUTE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						OTH-ER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<b>Y / N</b>				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N / A</b>				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Renovation of 600 N. Franklin Street, Syracuse, NY 13204

Tompkins Trust Company, Foss NY Historic Fund V, and City of Syracuse Industrial Development Agency shall be named as additional insured on a primary and non-contributory basis. 10 days' notice of cancellation to certificate holder.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Tompkins Trust Company ISAOA ATIMA PO Box 699 Ithaca, NY 14851	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>

**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)	Designation Of Premises
1) City of Syracuse Industrial Development Agency, 201 East Washington Street, Syracuse, NY 13202 2) Tompkins Trust Company ISAOA ATIMA, PO Box 699, Ithaca, NY 14851 3) Foss NY Historic Fund V, LLC, Foss Bridge Credit LLC, 832 Sansome Street, 2nd Floor, San Francisco, CA 94111	All premises covered by this insurance.
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:

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY/NON-CONTRIBUTING INSURANCE  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

- |   |
|---|
| <ol style="list-style-type: none"><li>1) City of Syracuse Industrial Development Agency, 201 East Washington Street, Syracuse, NY 13202</li><li>2) Tompkins Trust Company ISAOA ATIMA, PO Box 699, Ithaca, NY 14851</li><li>3) Foss NY Historic Fund V, LLC, Foss Bridge Credit LLC, 832 Sansome Street, 2nd Floor, San Francisco, CA 94111</li></ol> |
|---|

It is agreed that Commercial General Liability Coverage Form CG 00 01 Section IV paragraphs 4.b. and 4.c. do not apply with respect to other valid and collectible Commercial General Liability insurance, whether primary or excess, available to the person or organization shown in the Schedule and:

- 1) Who is an insured under an Additional Insured-Owners, Lessees or Contractors endorsement attached to this policy; and
- 2) Who requires by specific written contract that this insurance is to be primary and/or non-contributory to other valid and collectible insurance available to that person or organization.

This endorsement does not change the scope of coverage provided to the person or organization by any Additional Insured endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OTHER INSURANCE AMENDATORY – SCHEDULED**

It is understood that **Section IV. CONDITIONS, K. Other Insurance** is amended as follows for any person, organization or project scheduled below:

To the extent required under written contract and provided by the **underlying insurance**, this policy will apply as primary insurance, excess of scheduled **underlying insurance**, to additional insureds and other insurance which may be available to such additional insureds will be non-contributory.

<b>SCHEDULE</b>
<b>Name Of Person, Organization, Or Project:</b>
City of Syracuse Industrial Development Agency 201 East Washington Street Syracuse, NY 13202

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Insurance Office of America, 31 Lewis Street, Suite 201, Binghamton, NY 13901. CONTACT NAME: Samantha Vore, PHONE: (607) 338-1247 45229, FAX: (607) 754-9797, E-MAIL ADDRESS: Samantha.Vore@ioausa.com. INSURER(S) AFFORDING COVERAGE: Admiral Insurance Company (24856), Mt Hawley Insurance Company (37974).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability (CA000040340-01), Automobile Liability, Umbrella Liab (MXL0433186), and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Renovation of 600 N. Franklin Street, Syracuse, NY 13204

Tompkins Trust Company, Foss NY Historic Fund V, and City of Syracuse Industrial Development Agency shall be named as additional insured on a primary and non-contributory basis. 10 days' notice of cancellation to certificate holder.

CERTIFICATE HOLDER

CANCELLATION

Certificate holder: Foss NY Historic Fund V, LLC, Foss Bridge Credit, LLC, 832 Sansome Street, 2nd Floor, San Francisco, CA 94111. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized representative signature.

**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)	Designation Of Premises
1) City of Syracuse Industrial Development Agency, 201 East Washington Street, Syracuse, NY 13202 2) Tompkins Trust Company ISAOA ATIMA, PO Box 699, Ithaca, NY 14851 3) Foss NY Historic Fund V, LLC, Foss Bridge Credit LLC, 832 Sansome Street, 2nd Floor, San Francisco, CA 94111	All premises covered by this insurance.
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:

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY/NON-CONTRIBUTING INSURANCE  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

- |   |
|---|
| <ol style="list-style-type: none"><li>1) City of Syracuse Industrial Development Agency, 201 East Washington Street, Syracuse, NY 13202</li><li>2) Tompkins Trust Company ISAOA ATIMA, PO Box 699, Ithaca, NY 14851</li><li>3) Foss NY Historic Fund V, LLC, Foss Bridge Credit LLC, 832 Sansome Street, 2nd Floor, San Francisco, CA 94111</li></ol> |
|---|

It is agreed that Commercial General Liability Coverage Form CG 00 01 Section IV paragraphs 4.b. and 4.c. do not apply with respect to other valid and collectible Commercial General Liability insurance, whether primary or excess, available to the person or organization shown in the Schedule and:

- 1) Who is an insured under an Additional Insured-Owners, Lessees or Contractors endorsement attached to this policy; and
- 2) Who requires by specific written contract that this insurance is to be primary and/or non-contributory to other valid and collectible insurance available to that person or organization.

This endorsement does not change the scope of coverage provided to the person or organization by any Additional Insured endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OTHER INSURANCE AMENDATORY – SCHEDULED**

It is understood that **Section IV. CONDITIONS, K. Other Insurance** is amended as follows for any person, organization or project scheduled below:

To the extent required under written contract and provided by the **underlying insurance**, this policy will apply as primary insurance, excess of scheduled **underlying insurance**, to additional insureds and other insurance which may be available to such additional insureds will be non-contributory.

<b>SCHEDULE</b>
<b>Name Of Person, Organization, Or Project:</b>
City of Syracuse Industrial Development Agency 201 East Washington Street Syracuse, NY 13202

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



# 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 <b>Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901</b>	PHONE (A/C, No, Ext): <b>(607) 754-3500</b>	COMPANY NAME AND ADDRESS <b>Colony Specialty Insurance Company P. O. Box 469012 San Antonio, TX 78246</b>	NAIC NO: <b>36927</b>
FAX (A/C, No): <b>(607) 754-9797</b>	E-MAIL ADDRESS:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE <b>Installation / Builders Risk</b>	
AGENCY CUSTOMER ID #: <b>WILLHLA-01</b>		LOAN NUMBER	POLICY NUMBER <b>IM255594-0</b>
NAMED INSURED AND ADDRESS <b>600 Franklin Owner LLC 113 Court Street Binghamton, NY 13901</b>		EFFECTIVE DATE <b>12/16/2020</b>	EXPIRATION DATE <b>11/21/2021</b>
ADDITIONAL NAMED INSURED(S) <b>FS Development Associates LLC SEE ATTACHED ACORD 101</b>		<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 **600 N. Franklin 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.

<b>COVERAGE INFORMATION</b>	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: <b>\$ 23,375,000</b>				DED: <b>10,000</b>
<input type="checkbox"/> BUSINESS INCOME <input checked="" type="checkbox"/> RENTAL VALUE	YES	NO	N/A	If YES, LIMIT: <b>1,575,000</b> Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input checked="" type="checkbox"/>			If YES, indicate value(s) reported on property identified above: \$ <b>23,375,000</b>
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"/>			<b>IM 2200</b>
REPLACEMENT COST	<input checked="" type="checkbox"/>			<b>RC Building Materials; Stated Value Existing Buildings</b>
AGREED VALUE	<input checked="" type="checkbox"/>			
COINSURANCE		<input checked="" type="checkbox"/>		If YES, %
EQUIPMENT BREAKDOWN (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>23,375,000</b> DED: <b>10,000</b>
- Demolition Costs	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>500,000</b> DED: <b>10,000</b>
- Incr. Cost of Construction	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>Included in demo costs above</b> DED:
EARTH MOVEMENT (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>5,000,000</b> DED: <b>25,000</b>
FLOOD (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>5,000,000</b> DED: <b>25,000</b>
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.

<b>ADDITIONAL INTEREST</b>	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 East Washington Street Syracuse, NY 13202			AUTHORIZED REPRESENTATIVE 

**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Insurance Office of America</b>		NAMED INSURED <b>600 Franklin Owner LLC 113 Court Street Binghamton, NY 13901 Broome</b>	
POLICY NUMBER <b>IM255594-0</b>		EFFECTIVE DATE: <b>12/16/2020</b>	
CARRIER <b>Colony Specialty Insurance Company</b>	NAIC CODE <b>36927</b>		

**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  
William H. Lane Inc.  
their subcontractors and sub-subcontractors

**Special Conditions:**  
TIV: \$23,375,000  
Existing Building (Dupli): \$12,300,000  
Existing Building (Garage): \$500,000  
Builders Risk/Building Materials: \$8,500,000  
Loss of Rents: \$1,575,000  
Soft Costs: \$500,000

Permission to occupy granted.

10 days' notice of cancellation to City of Syracuse Industrial Development Agency.

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## CHANGE ENDORSEMENT

(The entries required to complete this endorsement  
will be shown below or on the "schedule of coverages".)

THIS ENDORSEMENT WILL NOT BE USED (A) TO IMPEDE, RESTRICT, AMEND, OR OTHERWISE REVISE ANY PROVISIONS, EXCLUSIONS, CONDITIONS, OR OTHER TERMS OF THE POLICY TO WHICH IT IS ATTACHED, OR (B) AS A RENEWAL CERTIFICATE.

Named Insured: William H Lane Inc

Effective Date of Endorsement: 12/16/2020

Policy Change Number: 1

The Inland Marine Coverage is amended as described below:

The following loss payees have been added to the policy. These loss payees will be given a 10 day notice in the event of a cancellation.

Foss NY Historic Fund V, LLC  
Foss Bridge Credit, LLC  
832 Sansome Street, 2nd Floor  
San Francisco, CA 94111

City of Syracuse Industrial Development Agency  
201 East Washington Street  
Syracuse, NY 13202

Tompkins Trust Company ISAOA ATIMA  
PO Box 699  
Ithaca, NY 14851

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Premium Adjustment:

New Annual Premium:	\$NA
Additional Premium:	\$NA
Return Premium:	\$NA



# 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 <b>Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901</b>	PHONE (A/C, No, Ext): <b>(607) 754-3500</b>	COMPANY NAME AND ADDRESS <b>Colony Specialty Insurance Company P. O. Box 469012 San Antonio, TX 78246</b>	NAIC NO: <b>36927</b>
FAX (A/C, No): <b>(607) 754-9797</b>	E-MAIL ADDRESS:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE <b>Installation / Builders Risk</b>	
AGENCY CUSTOMER ID #: <b>WILLHLA-01</b>		LOAN NUMBER	POLICY NUMBER <b>IM255594-0</b>
NAMED INSURED AND ADDRESS <b>600 Franklin Owner LLC 113 Court Street Binghamton, NY 13901</b>		EFFECTIVE DATE <b>12/16/2020</b>	EXPIRATION DATE <b>11/21/2021</b>
ADDITIONAL NAMED INSURED(S) <b>FS Development Associates LLC SEE ATTACHED ACORD 101</b>		<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  
**600 N. Franklin 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.

<b>COVERAGE INFORMATION</b>	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: <b>\$ 23,375,000</b>				DED: <b>10,000</b>
<input type="checkbox"/> BUSINESS INCOME <input checked="" type="checkbox"/> RENTAL VALUE	YES	NO	N/A	If YES, LIMIT: <b>1,575,000</b> Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input checked="" type="checkbox"/>			If YES, indicate value(s) reported on property identified above: \$ <b>23,375,000</b>
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"/>			<b>IM 2200</b>
REPLACEMENT COST	<input checked="" type="checkbox"/>			<b>RC Building Materials; Stated Value Existing Buildings</b>
AGREED VALUE	<input checked="" type="checkbox"/>			
COINSURANCE		<input checked="" type="checkbox"/>		If YES, %
EQUIPMENT BREAKDOWN (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>23,375,000</b> DED: <b>10,000</b>
- Demolition Costs	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>500,000</b> DED: <b>10,000</b>
- Incr. Cost of Construction	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>Included in demo costs above</b> DED:
EARTH MOVEMENT (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>5,000,000</b> DED: <b>25,000</b>
FLOOD (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>5,000,000</b> DED: <b>25,000</b>
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.

<b>ADDITIONAL INTEREST</b>	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 <b>Tompkins Trust Company ISAOA ATIMA PO Box 699 Ithaca, NY 14851</b>				AUTHORIZED REPRESENTATIVE 

**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Insurance Office of America</b>		NAMED INSURED <b>600 Franklin Owner LLC 113 Court Street Binghamton, NY 13901 Broome</b>	
POLICY NUMBER <b>IM255594-0</b>			
CARRIER <b>Colony Specialty Insurance Company</b>	NAIC CODE <b>36927</b>	EFFECTIVE DATE: <b>12/16/2020</b>	

**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**  
**William H. Lane Inc.**  
**their subcontractors and sub-subcontractors**

**Special Conditions:**  
**TIV: \$23,375,000**  
**Existing Building (Dupli): \$12,300,000**  
**Existing Building (Garage): \$500,000**  
**Builders Risk/Building Materials: \$8,500,000**  
**Loss of Rents: \$1,575,000**  
**Soft Costs: \$500,000**

**Permission to occupy granted.**

**10 days' notice of cancellation to Tompkins Trust Company ISAOA ATIMA.**

## CHANGE ENDORSEMENT

(The entries required to complete this endorsement  
will be shown below or on the "schedule of coverages".)

THIS ENDORSEMENT WILL NOT BE USED (A) TO IMPEDE, RESTRICT, AMEND, OR OTHERWISE REVISE ANY PROVISIONS, EXCLUSIONS, CONDITIONS, OR OTHER TERMS OF THE POLICY TO WHICH IT IS ATTACHED, OR (B) AS A RENEWAL CERTIFICATE.

Named Insured: William H Lane Inc

Effective Date of Endorsement: 12/16/2020

Policy Change Number: 1

The Inland Marine Coverage is amended as described below:

The following loss payees have been added to the policy. These loss payees will be given a 10 day notice in the event of a cancellation.

Foss NY Historic Fund V, LLC  
Foss Bridge Credit, LLC  
832 Sansome Street, 2nd Floor  
San Francisco, CA 94111

City of Syracuse Industrial Development Agency  
201 East Washington Street  
Syracuse, NY 13202

Tompkins Trust Company ISAOA ATIMA  
PO Box 699  
Ithaca, NY 14851

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Premium Adjustment:

New Annual Premium:	\$NA
Additional Premium:	\$NA
Return Premium:	\$NA





# 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 <b>Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901</b>	PHONE (A/C, No, Ext): <b>(607) 754-3500</b>	COMPANY NAME AND ADDRESS <b>Colony Specialty Insurance Company P. O. Box 469012 San Antonio, TX 78246</b>	NAIC NO: <b>36927</b>
FAX (A/C, No): <b>(607) 754-9797</b>	E-MAIL ADDRESS:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE <b>Installation / Builders Risk</b>	
AGENCY CUSTOMER ID #: <b>WILLHLA-01</b>		LOAN NUMBER	POLICY NUMBER <b>IM255594-0</b>
NAMED INSURED AND ADDRESS <b>600 Franklin Owner LLC 113 Court Street Binghamton, NY 13901</b>		EFFECTIVE DATE <b>12/16/2020</b>	EXPIRATION DATE <b>11/21/2021</b> <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S) <b>FS Development Associates LLC SEE ATTACHED ACORD 101</b>		THIS REPLACES PRIOR EVIDENCE DATED:	

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

LOCATION / DESCRIPTION <b>600 N. Franklin Street, Syracuse, NY 13204</b>
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.

<b>COVERAGE INFORMATION</b>	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: <b>\$ 23,375,000</b>				DED: <b>10,000</b>
<input type="checkbox"/> BUSINESS INCOME <input checked="" type="checkbox"/> RENTAL VALUE	YES	NO	N/A	If YES, LIMIT: <b>1,575,000</b> Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input checked="" type="checkbox"/>			If YES, indicate value(s) reported on property identified above: \$ <b>23,375,000</b>
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"/>			<b>IM 2200</b>
REPLACEMENT COST	<input checked="" type="checkbox"/>			<b>RC Building Materials; Stated Value Existing Buildings</b>
AGREED VALUE	<input checked="" type="checkbox"/>			
COINSURANCE		<input checked="" type="checkbox"/>		If YES, %
EQUIPMENT BREAKDOWN (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>23,375,000</b> DED: <b>10,000</b>
- Demolition Costs	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>500,000</b> DED: <b>10,000</b>
- Incr. Cost of Construction	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>Included in demo costs above</b> DED:
EARTH MOVEMENT (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>5,000,000</b> DED: <b>25,000</b>
FLOOD (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>5,000,000</b> DED: <b>25,000</b>
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.

<b>ADDITIONAL INTEREST</b>	CONTRACT OF SALE	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
	MORTGAGEE			
NAME AND ADDRESS <b>Foss NY Historic Fund V, LLC Foss Bridge Credit, LLC 832 Sansome Street, 2nd Floor San Francisco, CA 94111</b>				AUTHORIZED REPRESENTATIVE 

**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Insurance Office of America</b>		NAMED INSURED <b>600 Franklin Owner LLC 113 Court Street Binghamton, NY 13901 Broome</b>	
POLICY NUMBER <b>IM255594-0</b>			
CARRIER <b>Colony Specialty Insurance Company</b>	NAIC CODE <b>36927</b>	EFFECTIVE DATE: <b>12/16/2020</b>	

**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**  
**William H. Lane Inc.**  
**their subcontractors and sub-subcontractors**

**Special Conditions:**  
**TIV: \$23,375,000**  
**Existing Building (Dupli): \$12,300,000**  
**Existing Building (Garage): \$500,000**  
**Builders Risk/Building Materials: \$8,500,000**  
**Loss of Rents: \$1,575,000**  
**Soft Costs: \$500,000**

**Permission to occupy granted.**

**10 days' notice of cancellation to Foss NY Historic Fund V, LLC and Foss Bridge Credit LLC.**

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## CHANGE ENDORSEMENT

(The entries required to complete this endorsement  
will be shown below or on the "schedule of coverages".)

THIS ENDORSEMENT WILL NOT BE USED (A) TO IMPEDE, RESTRICT, AMEND, OR OTHERWISE REVISE ANY PROVISIONS, EXCLUSIONS, CONDITIONS, OR OTHER TERMS OF THE POLICY TO WHICH IT IS ATTACHED, OR (B) AS A RENEWAL CERTIFICATE.

Named Insured: William H Lane Inc

Effective Date of Endorsement: 12/16/2020

Policy Change Number: 1

The Inland Marine Coverage is amended as described below:

The following loss payees have been added to the policy. These loss payees will be given a 10 day notice in the event of a cancellation.

Foss NY Historic Fund V, LLC  
Foss Bridge Credit, LLC  
832 Sansome Street, 2nd Floor  
San Francisco, CA 94111

City of Syracuse Industrial Development Agency  
201 East Washington Street  
Syracuse, NY 13202

Tompkins Trust Company ISAOA ATIMA  
PO Box 699  
Ithaca, NY 14851

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Premium Adjustment:

New Annual Premium:	\$NA
Additional Premium:	\$NA
Return Premium:	\$NA

## 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.

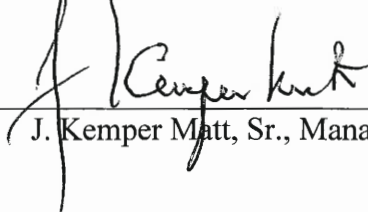
17. **Successors and Assigns.** This Agreement shall be binding upon Indemnitor's successors, assigns, heirs, personal representatives and estate and shall inure to the benefit of Agency and its successors and assigns.

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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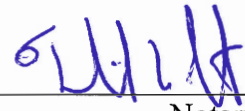
IN WITNESS WHEREOF, Indemnitor has executed this Agreement as of the date first above written.

**DUPLI ASSOCIATES LLC**

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

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

On the 20<sup>th</sup> 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.

  
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 1<sup>st</sup> day of December between **DUPLI ASSOCIATES LLC ("Dupli")** and **600 FRANKLIN OWNER LLC ("600 Franklin"** 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 600 Franklin Street N. to Solar Street (a/k/a 1 Dupli Park Drive) (bearing tax parcel identification number 118.-06-08.0), improved by an approximate 149,000 square foot building ("**Building 1**"), 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 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<sup>[1]</sup> (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 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 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 600 Franklin. Dupli had been the fee owner of the Project Facility but contemporaneously with the execution of the Dupli Building 1 Agency Lease Agreement, dated as of December 1, 2020 among the Agency, Dupli and 600 Franklin (the "**Dupli Building 1 Agency Lease**"), Dupli transferred ownership of the Project Facility to 600 Franklin.

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<sup>[1]</sup> 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](http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf)

**NOW, THEREFORE**, in consideration of the premises, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Indemnitor, intending to be legally bound, hereby agrees as follows:

1. **Recitals; Definitions.**

(a) The foregoing recitals are incorporated into this Agreement by this reference.

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

2. **Representations and Warranties.**

(a) Except as disclosed in Schedule B annexed hereto, Indemnitor represents and warrants that it has no knowledge of any deposit, storage, disposal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (collectively, "***Hazardous Substances***"), as those terms are used in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 or in any other federal, state or local law governing hazardous substances, as such laws may be amended from time to time (collectively, the "***Hazardous Waste Laws***"), at, upon, under or within the Project Facility or any contiguous real estate, and (ii) it has not caused or permitted to occur, and shall not permit to exist, any condition which may cause a discharge of any Hazardous Substances at, upon, under or within the Project Facility or on any contiguous real estate.

(b) Except as disclosed in the reports listed on Schedule B annexed hereto, Indemnitor further represents and warrants that (i) it has not been nor will be involved in operations at or near the Project Facility which operations could lead to (A) the imposition of liability on Indemnitor or on any subsequent or former owner of the Project Facility or (B) the creation of a lien on the Project Facility under the Hazardous Waste Laws or under any similar laws or regulations; and (ii) it has not permitted, and will not permit, any tenant or occupant of the Project Facility to engage in any activity that could impose liability under the Hazardous Waste Laws on such tenant or occupant, on Agency, the Indemnitor or on any other owner of any of the Project Facility.

3. **Covenants.**

(a) Indemnitor shall comply strictly and in all respects with the requirements of the Hazardous Waste Laws and related regulations and with all similar laws and regulations and shall notify Agency immediately in the event of any discharge or discovery of any Hazardous Substance at, upon, under or within the Project Facility which is not otherwise already disclosed in Schedule B. Indemnitor shall promptly forward to Agency copies of all orders, notices, permits, applications or other communications and reports in connection with any discharge or the presence of any Hazardous Substance or any other matters relating to the



Hazardous Waste Laws or any similar laws or regulations, as they may affect the Project Facility.

(b) 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, 6<sup>th</sup> 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: 600 Franklin Owner LLC  
113 Court Street  
Binghamton, New York 13901

and

Dupli Associates LLC  
113 Court Street  
Binghamton, New York 13901

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

**600 FRANKLIN OWNER LLC**

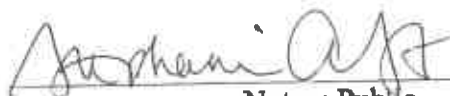
By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

By:   
Mark E. Lane, Managing Member

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

On the 4<sup>th</sup> 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/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  
STEPHANIE A. SMITH  
Notary Public, State of New York  
No. 02714995004  
Qualified in Notarial Jurisdiction  
My Commission Expires April 27, 2022

**SCHEDULE "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.

## **SCHEDULE “B”**

### **EXCEPTIONS**

1. Limited XRF Lead-Based Paint Inspection prepared by Paradigm, LLC dated December 13, 2019 as Project Number E19-1492;
2. Phase I Environmental Site Assessment prepared by Neu-Velle, LLC dated November 2020;
3. Asbestos Pre-Renovation Survey Report prepared by Paradigm Environmental, LLC dated December 13, 2019.



# 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**

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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/cm<sup>2</sup> or above, according to the USHUD standard. Envoy reports lead-based paint levels in mg/cm<sup>2</sup> 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 <sup>2</sup>
Plaster	0.9 to 1.3 mg/cm <sup>2</sup>
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/cm<sup>2</sup> 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](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/cm<sup>2</sup>) 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/cm<sup>2</sup>. 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.

  
\_\_\_\_\_  
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 Franklind Street, Syracuse, New York resulted with fifteen (15) readings above the HUD/ EPA lead abatement standard of 1.0 mg/cm<sup>2</sup> 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/cm<sup>2</sup>, or >0.0% by weight

NYS/USHUD: >/= 1.0 mg/cm<sup>2</sup>, 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: 12/13/19 600 North Franklin Street  
 Report Date: 1/6/2020 Syracuse, New York 13204  
 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

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	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-Binery									
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/cm<sup>2</sup>.

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/cm<sup>2</sup>. 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/cm<sup>2</sup>. These readings typically range from -0.1 mg/cm<sup>2</sup> to 0.3 mg/cm<sup>2</sup>.

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/cm<sup>2</sup>

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: 12/13/19 600 North Franklin Street  
 Report Date: 1/6/2020 Syracuse, New York 13204  
 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

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint		Color	Lead (mg/cm <sup>2</sup> )	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	ClngBeam		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	ClngDuct		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	ClngIBeam		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		Color	Lead (mg/cm <sup>2</sup> )	Mode
						Cond	Substrate			
40	006	1-Bindery	B	ClnAirPpe	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 <sup>2</sup> )	Mode
87		CALIBRATION							-0.3	TC
88		CALIBRATION							-0.3	TC
----- End of Readings -----										



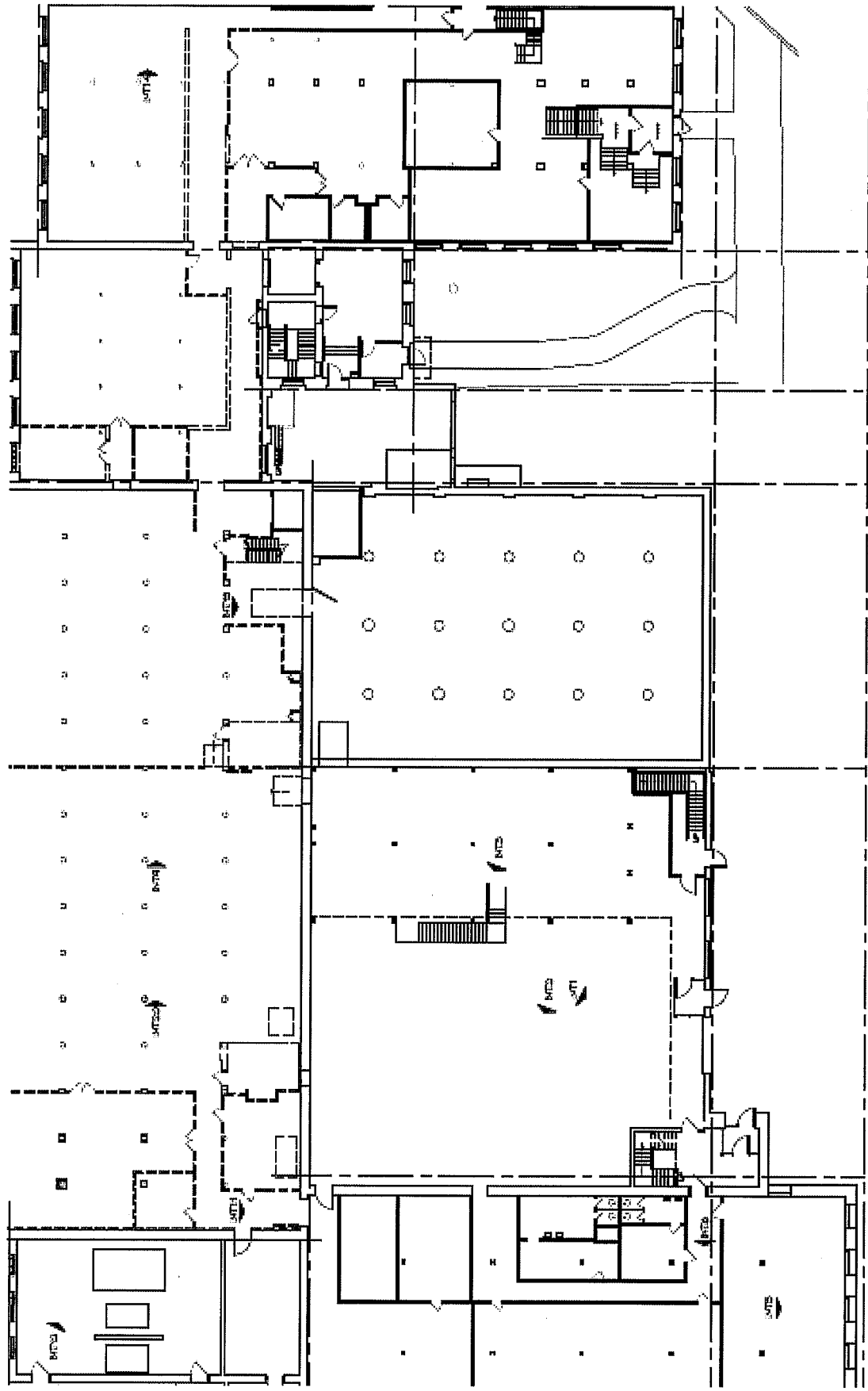


A

B

C

D

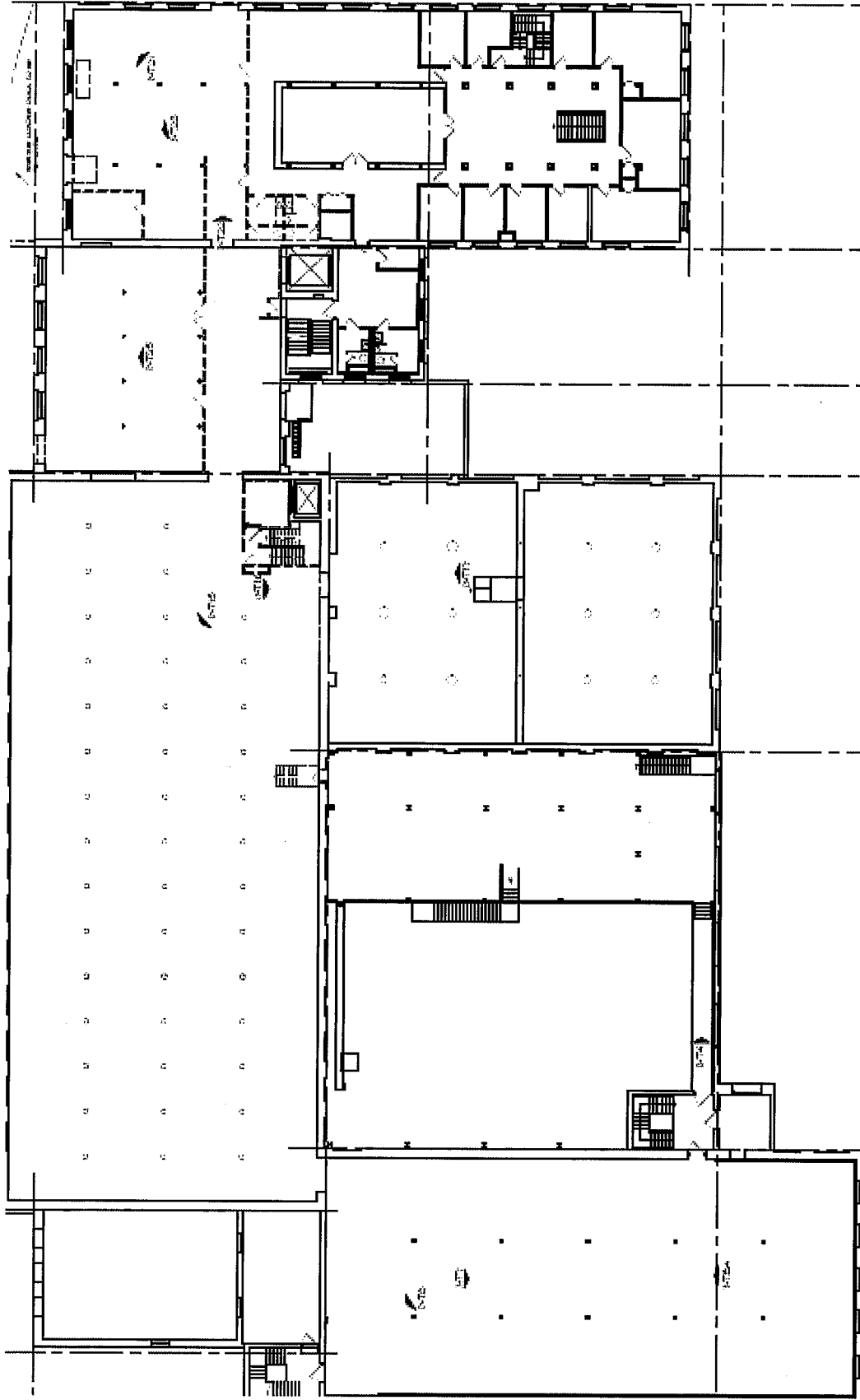


Client: Paradigm, LLC  
 Location: 600 North Franklin Street, Syracuse, New York  
 Work Area: 1st Floor  
 Work Performed: Limited XRF-Paint Based Inspection  
 Date: December 13, 2019  
 Project #: E19-1492

**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**

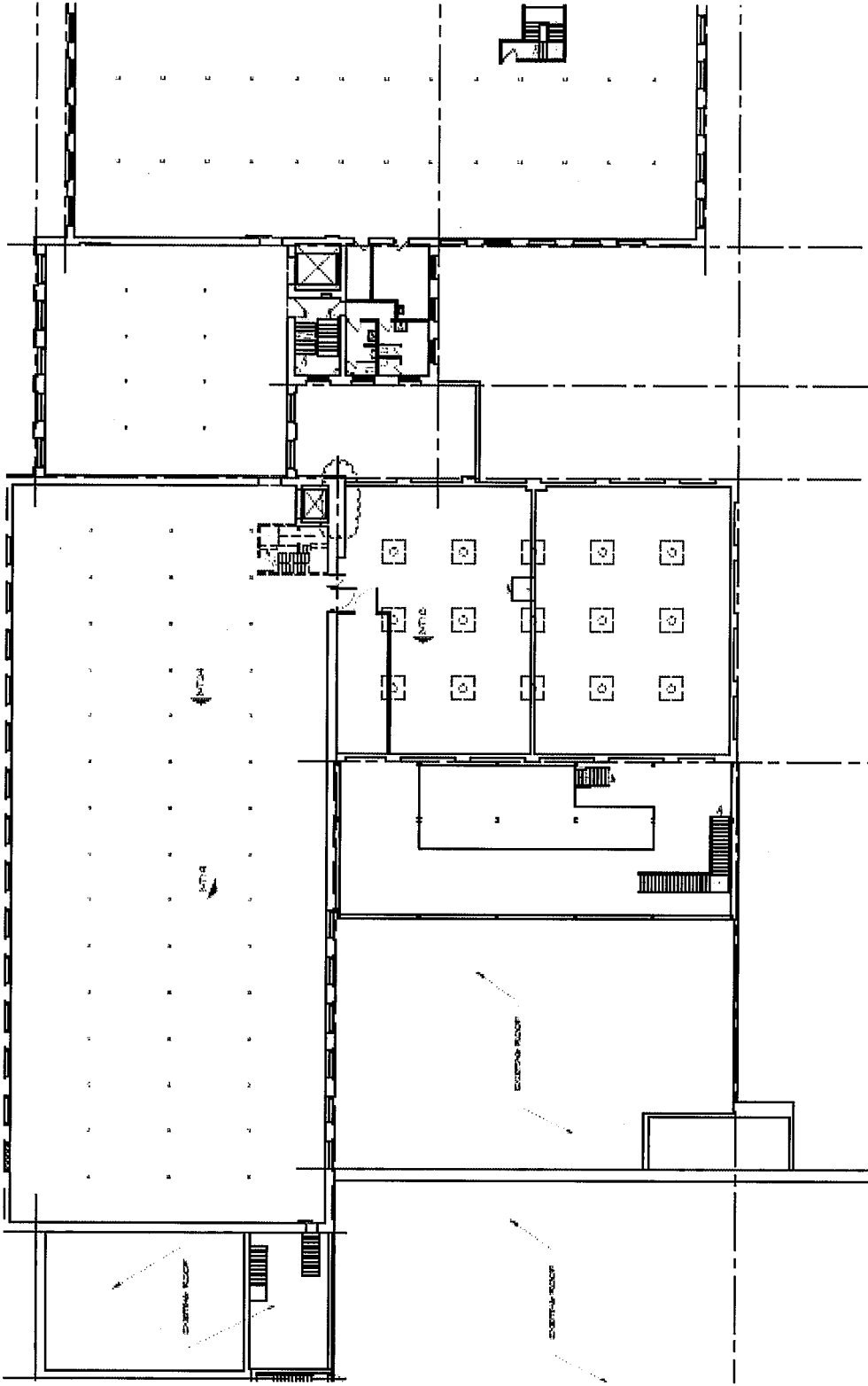
*environmental consultants, inc.*

A

B

C

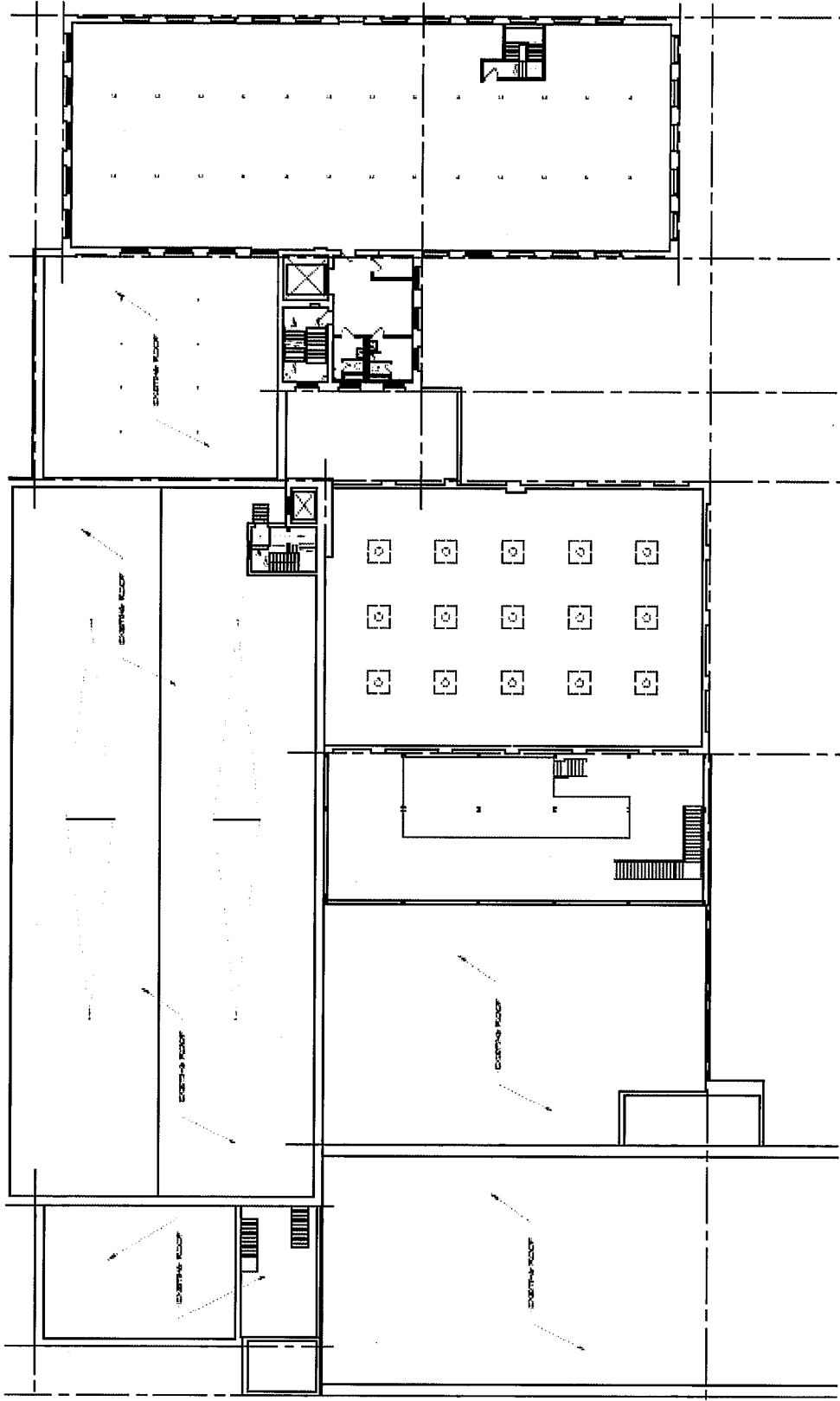
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Client: Paradigm, LLC  
 Location: 600 North Franklin Street, Syracuse, New York  
 Work Area: 3rd Floor  
 Work Performed: Limited XRF-Paint Based Inspection  
 Date: December 13, 2019  
 Project #: E19-1492

**ENVOY**  
*environmental consultants, inc.*

A



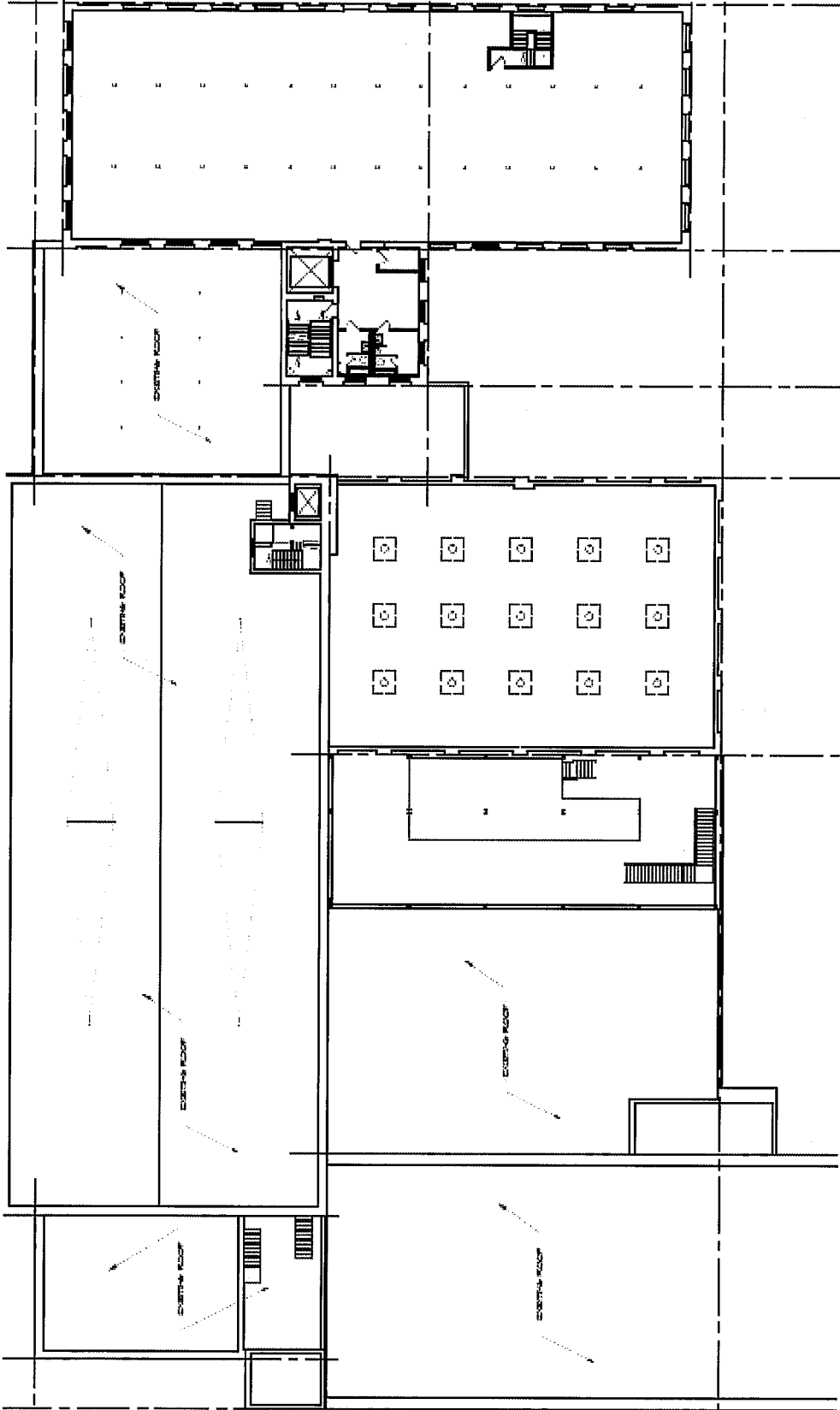
B

C

D

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 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

A



B

C

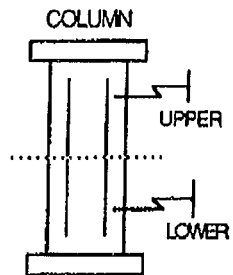
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 Location: 600 North Franklin Street, Syracuse, New York  
 Work Area: 5th Floor  
 Work Performed: Limited XRF-Paint Based Inspection  
 Date: December 13, 2019  
 Project #: E19-1492

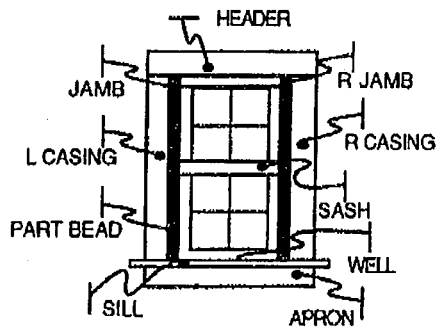
**ENVOY**  
*environmental consultants, inc.*



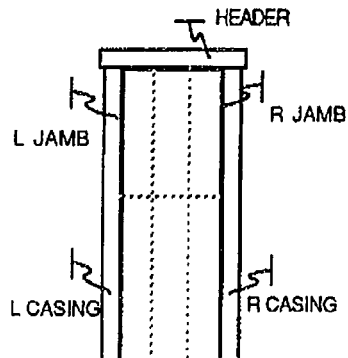
# XRF Component Identification Sheet



*Column Components*

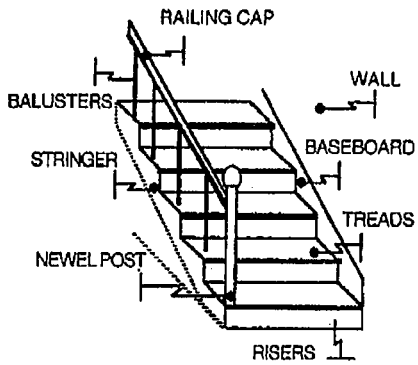


*Window Components*

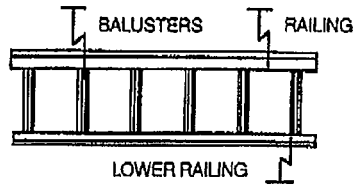


*Door Components*

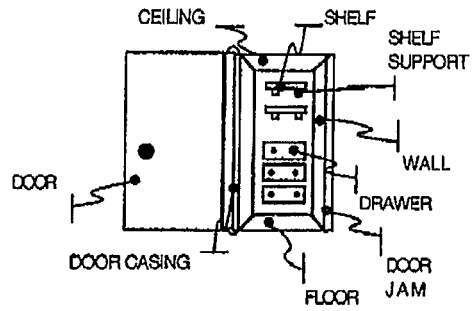
# XRF Component Identification Sheet



*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: *<sup>57</sup>Co*

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 <sup>2</sup> (inclusive)
---

#### SUBSTRATE CORRECTION:

For XRF results below 4.0 mg/cm<sup>2</sup>, 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 <sup>2</sup> )
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 <sup>2</sup> )
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/cm<sup>2</sup> in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm<sup>2</sup> 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/cm<sup>2</sup> 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/cm<sup>2</sup> 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/cm<sup>2</sup>. 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/cm<sup>2</sup> 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/cm<sup>2</sup> 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/cm<sup>2</sup> lead. Of these, one 30-second standard mode reading was less than 1.0 mg/cm<sup>2</sup> and none of the quick mode readings were less than 1.0 mg/cm<sup>2</sup>. 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 <sup>2</sup> )	PRECISION* (mg/cm <sup>2</sup> )
0.0 mg/cm <sup>2</sup>	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 <sup>2</sup>	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 <sup>2</sup>	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 <sup>2</sup>	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](http://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

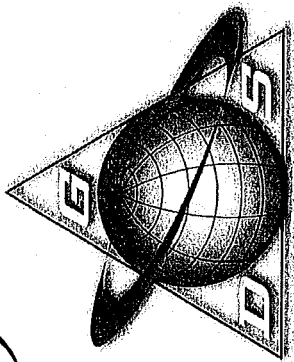


A handwritten signature in black ink that reads "Michelle Price".

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:* \_\_\_\_\_

**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

John Gorman, Chief

Pesticides & Toxic Substances Branch



**Phase I Environmental Site Assessment  
and Limited Compliance Review**

- for -

**Real Parcel Located at:  
600 North Franklin Street  
Syracuse, New York 13204**

November 2020

- AS PREPARED BY -



**NEU-VELLE<sub>LLC</sub>**

1667 Lake Avenue  
Building 59, Suite 101  
Rochester, New York 14615  
585-313-9683

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APPENDIX F – Environmental Data Resources Report

APPENDIX G – Owner Questionnaire

APPENDIX H – Limitations, Certification, Qualifications

## **EXECUTIVE SUMMARY**

NEU-VELLE, LLC (NEU-VELLE) completed a Phase I Environmental Site Assessment (ESA) and Limited Compliance Review of a parcel of land located at 600 North Franklin Street, Syracuse, Onondaga County, New York. The objective of this assessment is to determine the presence or absence of Recognized Environmental Conditions (RECs), as defined in the ASTM Standard.

This ESA was conducted in accordance with the ASTM Standard E-1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, with limitations as noted in this report. The ESA was performed to advise the User of potential environmental concerns associated with the subject property and its current and former uses and operations, if any. The objective of this assessment is to determine the presence or absence of Recognized Environmental Conditions (RECs), as defined in the ASTM Standard.

Based on information reviewed for the subject site, the property currently does not hold any environmental liens, and there is no knowledge of any past or current violations, lawsuits, or administrative proceedings involving the subject property.

Based on a review of available information and site observations conducted for this assessment, no evidence of recognized environmental conditions (RECs) were identified in connections with the subject site.

However, potential environmental issues of concern were identified:

- Due to the age of the building, there is the potential for asbestos containing material (piping insulation, floor tile, ceiling tile, drywall compound, window caulk, etc.), polychlorinated biphenyls (fluorescent lighting ballasts, transformers), as well as lead based paint to be present. Without further investigation, it remains a potential environmental concern.

Detailed results of the site assessment and applicable environmental observations are discussed in the body of this report.

## **1.0 INTRODUCTION AND BACKGROUND**

NEU-VELLE LLC completed a Phase I Environmental Site Assessment (ESA) and Limited Compliance Review of parcel of land located at 600 North Franklin Street, Syracuse, Onondaga County, New York. The property is a developed parcel consisting of one structure on approximately 3.27-acres. This Phase I Environmental Site Assessment was performed to provide technical assistance in anticipation of a potential property transaction.

Based on information reviewed for the subject site, no evidence was found indicating the property holds any environmental liens. There is no knowledge of any current violations, lawsuits, or administrative proceedings involving the subject property.

NEU-VELLE Personnel performed a site visit on June 1, 2020 and on November 24, 2020. Professional qualifications are included in Appendix A.

### **1.1 Scope of Work**

This ESA was conducted in general conformance with the requirements of ASTM Standard E1527-13; Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

The assessment was conducted to evaluate the potential for environmental impacts on the subject parcel as a result of past or current activities on the property or surrounding properties. NEU-VELLE's Phase I Environmental Assessment included:

- An on-site inspection of the subject property to evaluate current conditions and to identify areas of potential concern;
- A review of property history through interviews and historical mapping;
- Observation of adjacent properties and the local area to evaluate the potential for adverse environmental impacts to the subject parcel;
- A review of regulatory agency records through the use of a contracted search of regulatory databases.

### **1.2 User Reliance**

This report is for the use and benefit of, and may be relied upon by, The User and any affiliates, and third parties authorized by The User and NEU-VELLE.

The Environmental Professional hereby certifies that this Phase I ESA has been conducted in accordance with and conforms to ASTM E 1527-13 Standard, or the most current ASTM Standard, and the EPA Rules.

### **1.3 Limiting On-Site Conditions**

The site visit was conducted on Tuesday, November 24, 2020. The local weather conditions, at the time of the site visit, were partly cloudy with temperatures in the mid 30°F

range. The auditor's ability to observe the conditions of the site was limited due to the property's development of building and asphalt.

## **2.0 SITE SETTING**

### **2.1 Location**

The subject property is located 600 North Franklin Street, Syracuse, Onondaga County, New York. The site is developed and comprised of one structure on approximately 3.27-acres. The area immediately surrounding the subject site consists of predominately commercial properties with residential neighborhoods located within a 1-mile radius.

Approximate subject property coordinates are as follows (coordinates given below represent an approximate central point for the site):

Latitude (North): 43° 3' 27.73"

Longitude (West): 76° 9' 25.32"

### **2.2 Neighboring Properties**

The subject site is located in an urban area. The current land uses of the area immediately surrounding the site are primarily commercial. Franklin Square Park is located to the south of the site. Solar Street borders the site to the west, North Clinton Street to the east and commercial properties to the north. An electrical transfer station is located to the east of the site. Residential properties are located within a 1-mile radius of the site.

### **2.3 Topography and Hydrology**

The subject site is relatively flat with the site elevation at 384-feet above mean sea level. The topography in the surrounding area has a variation of approximately 114-feet within a 1-mile radius (see the topographical maps in Appendix D). Groundwater in the surrounding area is anticipated to flow west. Surface water in the area percolates into surrounding soil, evaporates, or flows off-site via sheet. Onondaga Lake is located approximately 1.3-mile to the west of the subject site. National Wetlands are located within a 1-mile radius of the subject site. A flood hazard is located within a 1-mile of the site.

### **2.4 Geology and Hydrogeology**

The subject property is situated above Paleozoic-aged bedrock. The system unit is Silurian, and the series unit is Upper Silurian (Cayugan). The code unit is S3. The site soil classification is Urban land, which consists of silty loam and silty clays. These soils are characterized as being somewhat excessively drained. These soils do not meet the requirements for a hydric soil. In the general area, the ground water is expected to west.

### **3.0 SITE AND OPERATIONS INFORMATION**

#### **3.1 General Site Description**

The subject site occupies approximately 3.27-acres and site consists of one structure and a parking lot. The site is currently occupied multiple tenants, including a rock-climbing gym, business offices and storage.

#### **3.2 Utilities**

The subject property is currently supplied with public utilities (i.e., potable water, electricity).

#### **3.3 Processes and Material Use**

At the time of observation, there were no industrial processes or material use occurring on the subject property. The site is occupied by business offices and a rock-climbing gym.

#### **3.4 Chemical Use and Storage**

Chemical use or storage associated with the subject property is as follows:

##### **3.4.1 Cylinder Storage**

There was no cylinder storage observed on site.

##### **3.4.2 Underground Storage Tanks (USTs)**

At the time of the inspection, no underground storage tanks were observed.

##### **3.4.3 Aboveground Storage Tanks (ASTs)**

At the time of the inspection, there were no storage tanks observed at the site.

#### **3.5 Hazardous and Non-Hazardous Waste Management**

##### **3.5.1 Hazardous Waste**

At the time of the inspection, hazardous wastes were not generated or stored on the site.

##### **3.5.2 Non-Hazardous Waste**

Non-hazardous wastes are generated, contained in appropriate waste containers and appropriate removal and disposal is contracted with a subcontracted waste management service.



### 3.5.3 Used Oil

Used oil is not generated or stored on the site.

### 3.5.4 Off-Site Waste Disposal Evaluation

General municipal waste was containerized and managed appropriately.

## **3.6 Water, Wastewater and Storm Water**

### 3.6.1 Water

Potable water is supplied to the site.

### 3.6.2 Wastewater

Industrial wastewaters are not produced at the site. Sanitary wastewaters are discharged to the local sanitary sewer system.

### 3.6.3 Stormwater

Stormwater in the area percolates into surrounding soil, evaporates, or flows off-site via sheet flow.

## **3.7 Air Emissions**

There are no air emissions generated from the subject site.

## **3.8 Polychlorinated Biphenyls (PCBs)**

Due to the age of the buildings, the potential exists for PCBs to be present in fluorescent lighting ballasts and transformers.

## **3.9 Visual Indications of On-Site Contamination**

Based on site observations conducted for this assessment, no visual indications of on-site contaminations were identified.

## **3.10 Asbestos-Containing Materials**

Due to the age of the building, there is the potential for asbestos containing materials on or within the property.

## **3.11 Lead Based Paint**

There is a potential for lead based paint to be present due to the age of the building.

### **3.12 Ozone Depleting Substances**

There was no evidence of ozone depleting substances located on the subject property.

### **3.13 Radioactive Sources**

No radioactive sources were observed within the property.

### **3.14 Vapor Intrusion**

NEU-VELLE has not identified conditions (RECs) at the subject property and/or at neighboring properties that would indicate a potential for vapor intrusion at the subject property, based on the information contained in the databases reviewed.

## **4.0 ASSESSMENT OF PAST LAND USE AND OPERATIONS**

### **4.1 General Information**

The site is developed and comprised of one structure and a parking lot, on approximately 3.27-acres. A review of records indicates the site was developed in 1904. The building was occupied by Borden Inc and was used to manufacture food products. The records indicate Borden occupied the site until the late 1990s. The building was sold in 1998 and has been remodeled and is occupied by business offices and a rock-climbing gym.

### **4.2 Interviews**

An Interview was conducted with John Kelly, Operations Manager for Dupli Envelope and Graphics, current owner of the property. The interview did not reveal that any knowledge of potential environmental concerns associated with the subject property. A copy of the Owner Questionnaire can be found in Appendix G.

### **4.3 Previous Environmental Reports**

No previous environmental reports associated with the subject site were available for review at the time of writing of this report.

### **4.4 Evaluation of Historic Information Sources**

The evaluation of historic information sources included a review of:

- Historical Aerial Photographs: EDR Aerial Photo Decade Package dated 1938, 1951, 1959, 1966, 1978, 1986, 1988, 1995, 2006, 2009, 2013 and 2017
- Historical Topographic Maps: EDR Historical Topo Map Report dated 1895, 1898, 1939, 1947, 1958, 1973, 1978, 1994 and 2013.
- Historical Fire Insurance Maps: The Certified Sanborn Map Report: 1982, 1911, 1950, 1953, 1961, 1968, 1971 and 1990.

- Local Street Directories: EDR City Directory Report dated 1939, 1944, 1949, 1955, 1959, 1964, 1968, 1972, 1978, 1983, 1988, 1992, 1995, 2000, 2005, 2010, 2014 and 2017.

All maps are presented in Appendix D, aerial photographs in Appendix C and city directory in Appendix E of this report.

## **5.0 DATABASE AND GOVERNMENT RECORDS REVIEW**

### **5.1 Government Records Review / Interviews**

NEU-VELLE made a Freedom of Information Law (FOIL) request for the subject property to the City of Syracuse and Onondaga County. However, the requested records have not been returned as of the time of the writing of this report. NEU-VELLE reserves the right to revise this report based on pertinent information that may be received in the future concerning any environmental incidents or health concerns related to the subject property.

### **5.2 Environmental Database Search**

NEU-VELLE engaged EDR, Inc. to scan both federal and state environmental record databases and provide a summary of facilities that are identified on any of the lists searched. A copy of this report can be found in Appendix F. The databases searched are listed below. Refer to the Environmental Data Resources report (Appendix F) for a description of the databases listed.

The subject site was listed in the NY MANIFEST (EPA ID: NYD002234565) database.

Refer to the Environmental Data Resources report (Appendix F) for a description of the databases listed.

Table 1 (provided below) lists properties in the surrounding area of the subject property that were identified in the searched databases.

#### **Federal ASTM Standard Databases**

- National Priority List – NPL
- Proposed National Priority List Sites – Proposed NPL
- Comprehensive Environmental Response, Compensation, and Liability Information System – CERCLIS
- CERCLIS No Further Remedial Action Planned – CERCLIS-NFRAP
- Corrective Action Report – CORRACTS
- Resource Conservation and Recovery Information System – RCRIS
- Emergency Response Notification System - ERNS

#### **Federal ASTM Supplemental Databases:**

- Listing of Brownfields Sites – US Brownfields
- Superfund (CERCLA) Consent Decrees – CONSENT
- Records of Decision – ROD
- National Priority List Deletions – Delisted NPL

- Facility Index System/Facility Identification Initiative Program Summary Report – FINDS
- Hazardous Materials Information Reporting System – HMIRS
- Material Licensing Tracking System – MLTS
- Mines Master Index Files – MINES
- PCB Activity Database – PADS
- RCRS Administrative Database System – RAATS
- Toxic Chemical Release Inventory System – TRIS
- Toxic Substance Control Act – TSCA
- FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/ TSCA (Toxic Substances Control Act) – FTTS
- Section 7 Tracking Systems – SSTS
- Department of Defense Sites – DOD
- Formerly Used Defense Sites – FUDS
- Open Dump Inventory - ODI

#### **State ASTM Standard Records**

- Facility Register (solid waste facilities/landfill sites)– SWF/LF
- Inactive Hazardous Waste Disposal Sites– SHWS
- Spills Information Database – LTANKS
- Petroleum Bulk Storage Database – UST
- Chemical Bulk Storage Database – CBS UST
- Major Oil Storage Facilities Database – MOSF UST
- Voluntary Cleanup Agreements – VCP
- Registered Recycling Facility List – SWRCY
- Registered Waste Tire Storage & Facility List – SWTIRE

#### **State ASTM Supplemental Records**

- Hazardous Substance Waste Disposal Site Inventory – HSWDS
- Petroleum Bulk Storage – AST
- Chemical Bulk Storage Database – CBS AST
- Major Oil Storage Facilities Database – MOSF AST
- Spills Information Database – SPILLS
- Spills Database – Hist Spills
- Registered Drycleaners – DRYCLEANERS
- Brownfields Site List – BROWNFIELDS
- State Pollutant Discharge Elimination System - SPDES
- Air Emissions Data – AIRS
- Registry of Engineering Controls – ENG CONTROLS
- Registry of Institutional Controls – INST CONTROL
- Vapor Intrusion Legacy Site List – VAPOR REOPENED
- Restrictive Declarations Listing – RES DECL
- Delisted Registry Sites – DEL SHWS

**Table 1 - Environmental Data Resources Report Summary**

See page GR-1 of the Environmental Data Resources report for a description of the databases listed (Appendix F).

Database Searched	Distance from Property (~ miles)	Number of Sites
NPL	1/4 - 1/2	1
SEMS	1/4 - 1/2	2
SEMS-ARCHIVE	<1/8	1
CORRACTS	1/2 - 1	2
RCRA-LQG	<1/8 1/8 - 1/4	1 2
RCRA NonGen / NLR	<1/8 1/8 - 1/4	7 19
US ENG CONTROLS	1/4 - 1/2	1
USINST CONTROLS	1/4 - 1/2	1
NY SHWS	1/4 - 1/2 1/2 - 1	2 2
NY SWF/LF	1/8 - 1/4 1/4 - 1/2	1 2
LTANKS	<1/8 1/8 - 1/4 1/4 - 1/2	4 9 14
NY UST	<1/8 1/8 - 1/4	2 12
NY MOSF	1/4 - 1/2	1
NY CBS AST	<1/8 1/8 - 1/4	1 1
NY AST	<1/8 1/8 - 1/4	2 2
NY TANKS	1/8 - 1/4	1
NY ENG CONTROLS	1/8 - 1/4 1/4 - 1/2	1 1
NY INST CONTROL	1/8 - 1/4 1/4 - 1/2	1 1
NY VCP	1/8 - 1/4 1/4 - 1/2	1 1
NY BROWNFIELDS	1/8 - 1/4 1/4 - 1/2	2 2
NY ERP	1/4 - 1/2	1
NY SPILLS	<1/8	10
ROD	1/4 - 1/2	1
NY HSWDS	1/4 - 1/2	1
NY MANIFEST	<1/8 1/8 - 1/4	5 18
PA MANIFEST	1/8 - 1/4	4
EDR MGP	1/4 - 1/2	1
EDR Hist Auto	<1/8	1

## 6.0 FINDINGS & CONCLUSIONS

NEU-VELLE performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527 of the property located at 600 North Franklin Street, Syracuse, Onondaga County New York. Any exceptions to, or deletions from this practice is described in Section 6.1 of this report.

Based on information reviewed for the subject site, the property currently does not hold any environmental liens, and there is no knowledge of any past or current violations, lawsuits, or administrative proceedings involving the subject property.

Based on a review of available information and site observations conducted for this assessment, no evidence of recognized environmental conditions (RECs) were identified in connections with the subject site.

However, potential environmental issues of concern were identified:

- Due to the age of the building, there is the potential for asbestos containing material (piping insulation, floor tile, ceiling tile, drywall compound, window caulk, etc.), polychlorinated biphenyls (fluorescent lighting ballasts, transformers), as well as lead based paint to be present. Without further investigation, it remains a potential environmental concern.

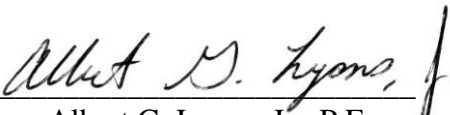
### 6.1 Statement of Information Conformity

The conformity of information collected and analyzed fulfilled the requirements of the standards and practices listed in the regulation and did not impede the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances. The history and use of this property has been well known and documented, therefore, any gaps in information were deemed insignificant.

## 7.0 ENVIRONMENTAL PROFESSIONAL STATEMENT

“I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of this part.”

“I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed all the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

  
Albert G. Lyons, Jr., P.E.

11/24/2020  
Date

# Appendix A

NEU-VELLE LLC

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## Professional Profiles

## **ALBERT G. LYONS Jr., P.E.**

Mr. Lyons has more than 30 years of experience as a Project Manager and Design Engineer for a range of remedial designs, hazardous waste sites, water/wastewater pump/treatment/transport systems, civil/structural design, environmental compliance, as well as a variety of civil/environmental engineering projects. In addition to his education and experience, Mr. Lyons is a member of the Water Environment Federation and Air & Waste Management Association. Aside from his formal education, Mr. Lyons is trained and certified in RCRA compliance, hazardous waste communication, and asbestos abatement.

### **Education**

BS/Civil Engineering, Rochester Institute of Technology

### **Registrations**

Professional Engineer, New York State

### **Professional Affiliations**

Water Environment Federation

Air & Waste Management Association

### **Certifications**

RCRA Compliance for Generators

40-Hour OSHA Training

Hazard Communication

8-Hour OSHA Supervisory Training

NYSDOL Asbestos Designer



# Appendix B

NEU-VELLE LLC

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## Site Photographs







# Appendix C

NEU-VELLE LLC

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## Aerial Photographs

**600 N. Franklin St., Syracuse, NY**

600 North Franklin Street

Syracuse, NY 13204

Inquiry Number: 6074696.8

May 27, 2020

## The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

# EDR Aerial Photo Decade Package

05/27/20

**Site Name:**

600 N. Franklin St., Syracuse, NY  
600 North Franklin Street  
Syracuse, NY 13204  
EDR Inquiry # 6074696.8

**Client Name:**

NEU-VELLE LLC  
1667 Lake Ave, Building 59, Suite 101  
Rochester, NY 14615  
Contact: Danielle Bastian



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>
2017	1"=500'	Flight Year: 2017	USDA/NAIP
2013	1"=500'	Flight Year: 2013	USDA/NAIP
2009	1"=500'	Flight Year: 2009	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
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

**When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account Executive.**

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INQUIRY #: 6074696.8

YEAR: 2017

— = 500'







INQUIRY #: 6074696.8

YEAR: 2013

— = 500'







INQUIRY #: 6074696.8

YEAR: 2009

— = 500'







INQUIRY #: 6074696.8

YEAR: 2006

— = 500'







INQUIRY #: 6074696.8

YEAR: 1995

— = 500'







INQUIRY #: 6074696.8

YEAR: 1988

— = 500'







INQUIRY #: 6074696.8

YEAR: 1986

— = 500'







INQUIRY #: 6074696.8

YEAR: 1978

— = 500'







INQUIRY #: 6074696.8

YEAR: 1966

— = 500'







INQUIRY #: 6074696.8

YEAR: 1959

— = 500'







INQUIRY #: 6074696.8

YEAR: 1951

— = 500'







INQUIRY #: 6074696.8

YEAR: 1938

— = 500'

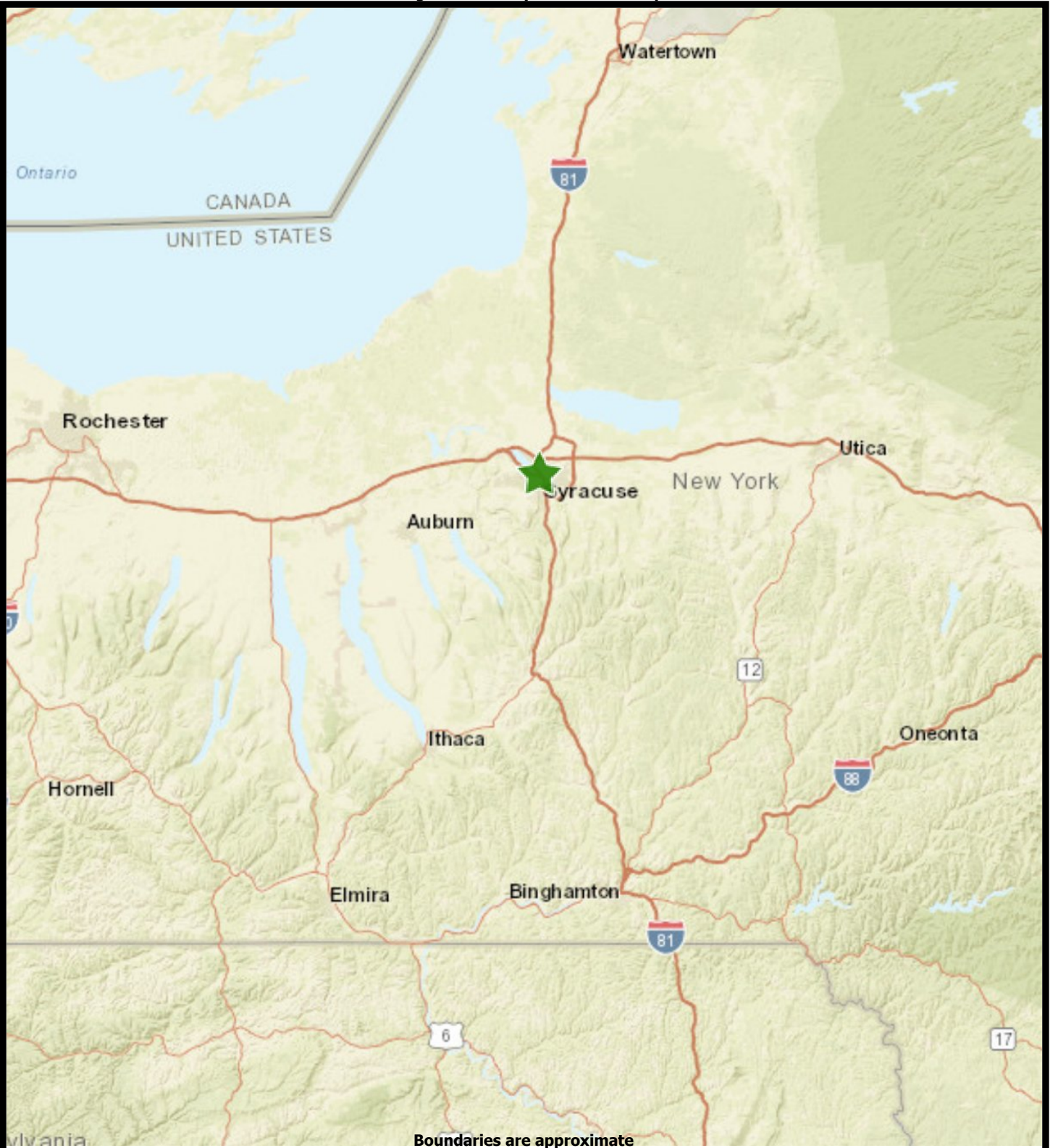


# Appendix D

NEU-VELLE LLC

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## Maps



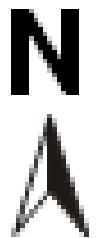
## AREA MAP

600 North Franklin Street, Syracuse, New York 13204

Source: ESRI Street Map

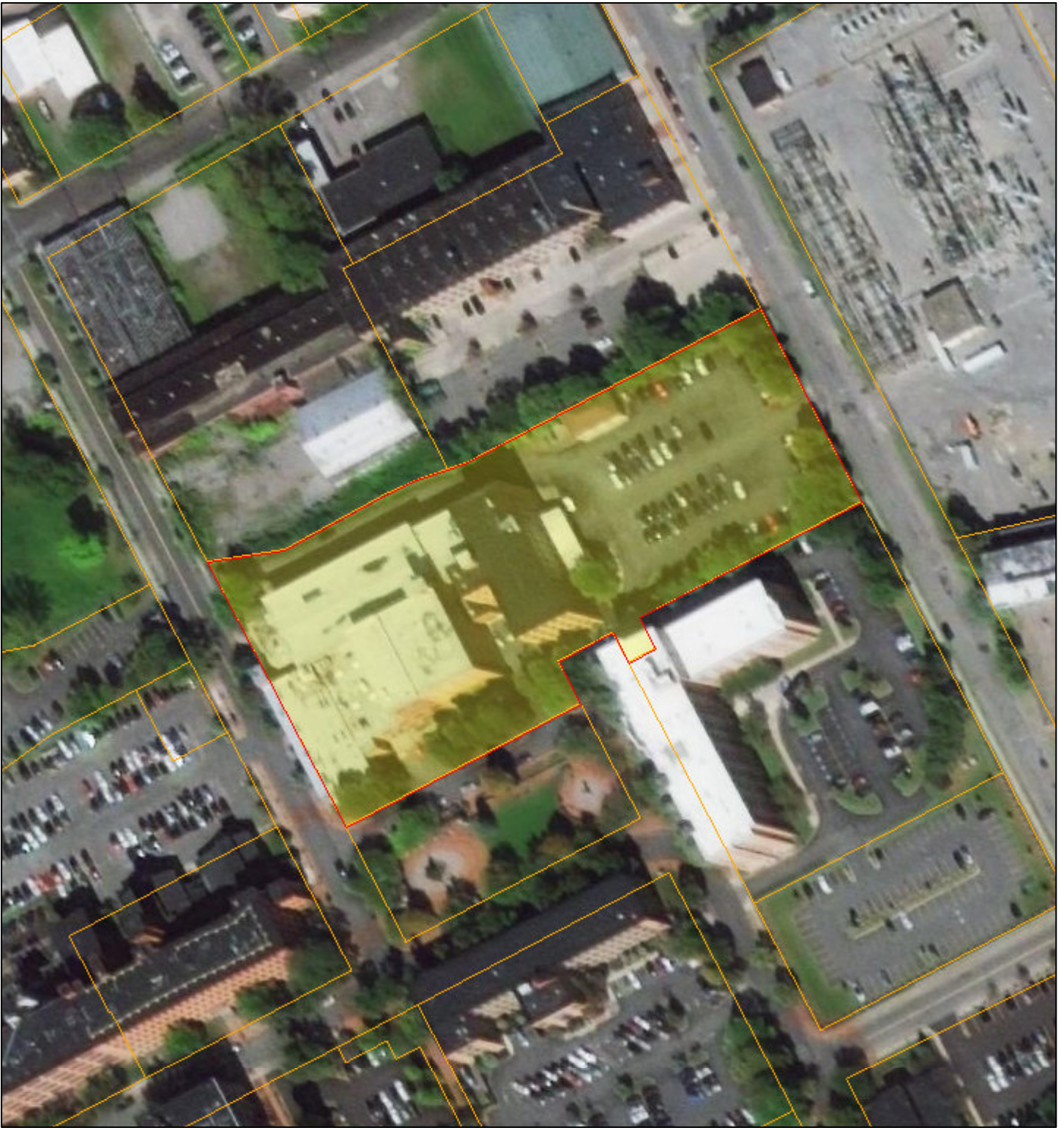
Figure 1

Project No.



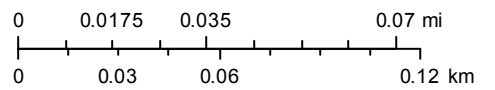


# Parcel Map



May 27, 2020

1:2,257



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community  
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

600 N. Franklin St., Syracuse, NY

600 North Franklin Street

Syracuse, NY 13204

Inquiry Number: 6074696.3

May 27, 2020

## Certified Sanborn® Map Report



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

# Certified Sanborn® Map Report

05/27/20

**Site Name:**

600 N. Franklin St., Syracuse, I  
600 North Franklin Street  
Syracuse, NY 13204  
EDR Inquiry # 6074696.3

**Client Name:**

NEU-VELLE LLC  
1667 Lake Ave, Building 59, Suite 101  
Rochester, NY 14615  
Contact: Danielle Bastian



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## Certified Sanborn Results:

**Certification #** 1827-45BE-AAF0  
**PO #** NA  
**Project** 600 N. Franklin St., Syracuse,

**Maps Provided:**

1990  
1971  
1968  
1961  
1953  
1950  
1911  
1892



Sanborn® Library search results

Certification #: 1827-45BE-AAF0

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

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## Sanborn Sheet Key

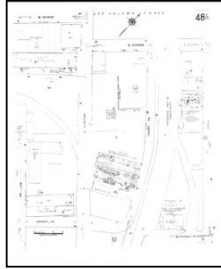
This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.



### 1990 Source Sheets



Volume 1A, Sheet 47a  
1990

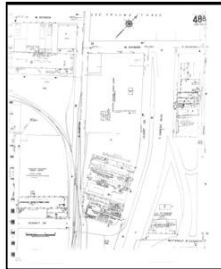


Volume 1A, Sheet 48a  
1990

### 1971 Source Sheets



Volume 1A, Sheet 47a  
1971

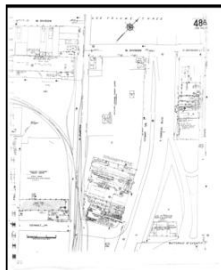


Volume 1A, Sheet 48a  
1971

### 1968 Source Sheets

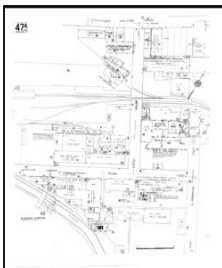


Volume 1A, Sheet 47a  
1968

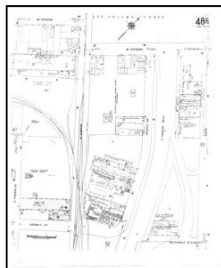


Volume 1A, Sheet 48a  
1968

### 1961 Source Sheets



Volume 1A, Sheet 47a  
1961



Volume 1A, Sheet 48a  
1961

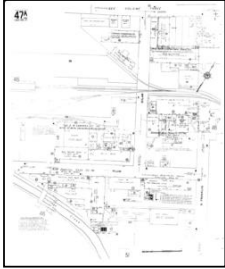


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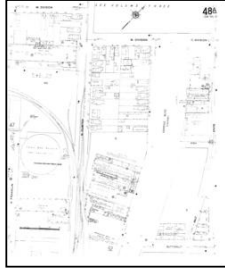
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### 1953 Source Sheets



Volume 1A, Sheet 47a  
1953

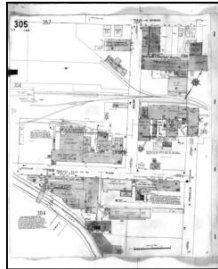


Volume 1A, Sheet 48a  
1953

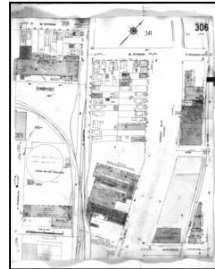
### 1950 Source Sheets



Volume 3, Sheet xxx  
1950

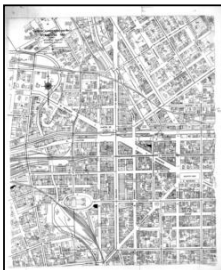


Volume 3, Sheet 305  
1950

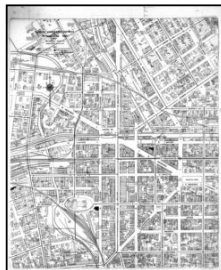


Volume 3, Sheet 306  
1950

### 1911 Source Sheets



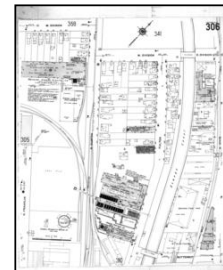
Volume 2, Sheet xxx  
1911



Volume 3, Sheet xxx  
1911



Volume 3, Sheet 305  
1911

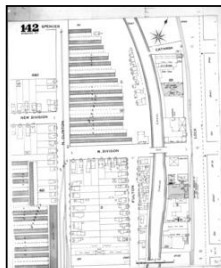


Volume 3, Sheet 306  
1911

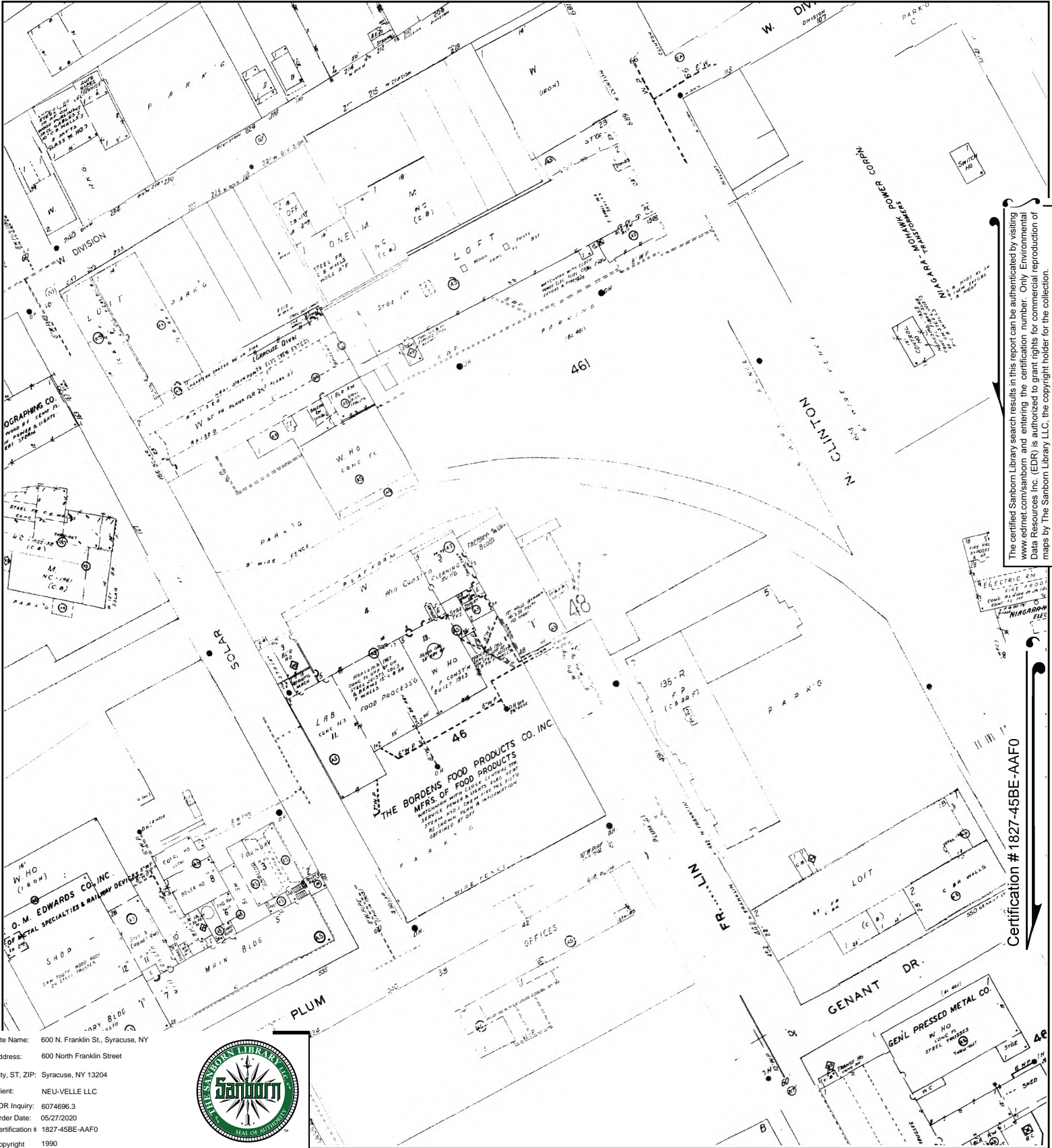
### 1892 Source Sheets



Volume 2, Sheet 135  
1892



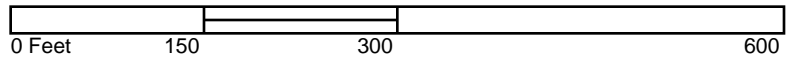
Volume 2, Sheet 142  
1892



Site Name: 600 N. Franklin St., Syracuse, NY  
 Address: 600 North Franklin Street  
 City, ST, ZIP: Syracuse, NY 13204  
 Client: NEU-VELLE LLC  
 EDR Inquiry: 6074696.3  
 Order Date: 05/27/2020  
 Certification # 1827-45BE-AAF0  
 Copyright 1990



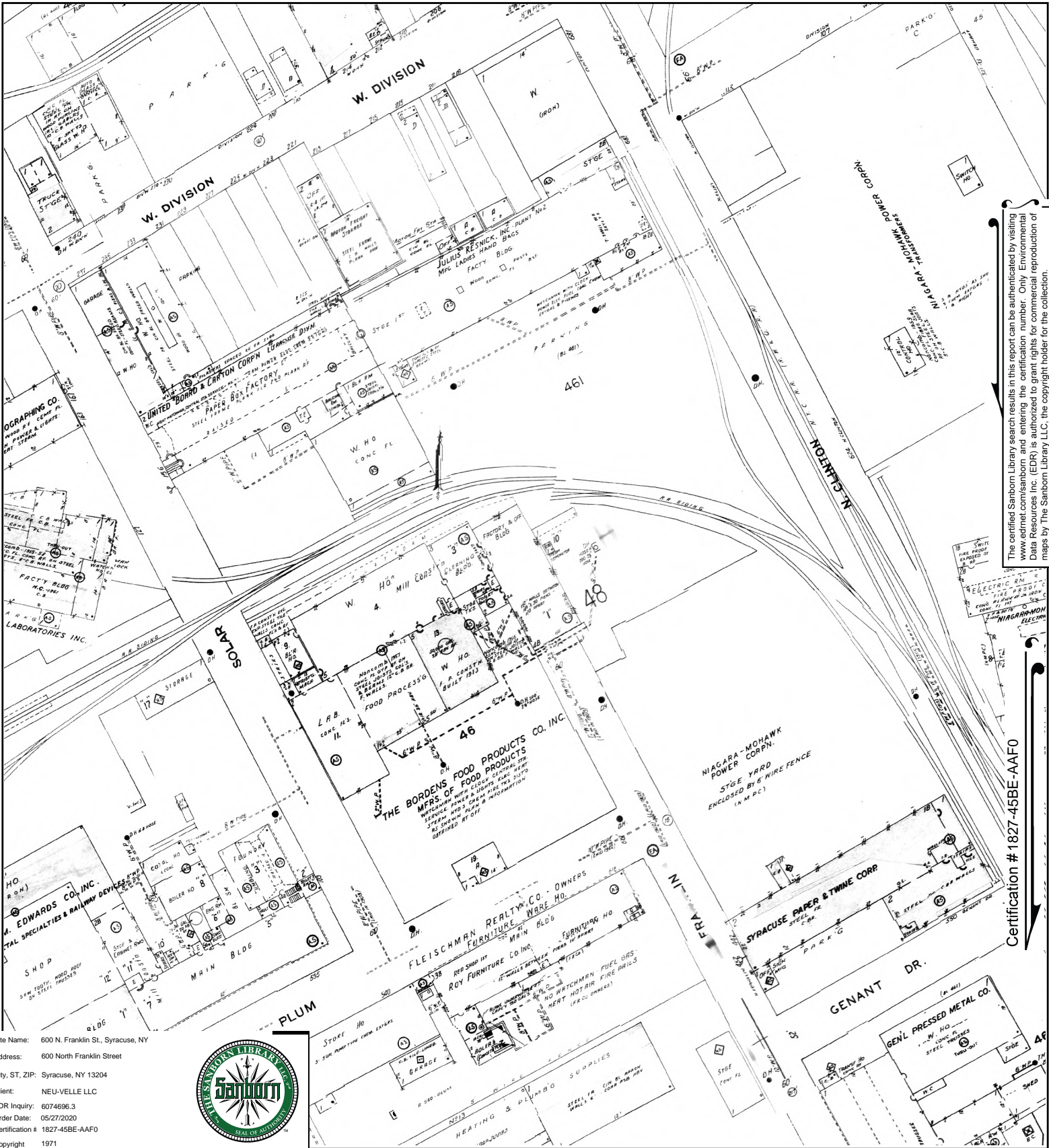
This Certified Sanborn Map combines the following sheets.  
 Outlined areas indicate map sheets within the collection.



Volume 1A, Sheet 48a  
 Volume 1A, Sheet 47a







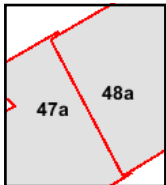
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 Address: 600 North Franklin Street  
 City, ST, ZIP: Syracuse, NY 13204  
 Client: NEU-VELLE LLC  
 EDR Inquiry: 6074696.3  
 Order Date: 05/27/2020  
 Certification # 1827-45BE-AAFO  
 Copyright 1971



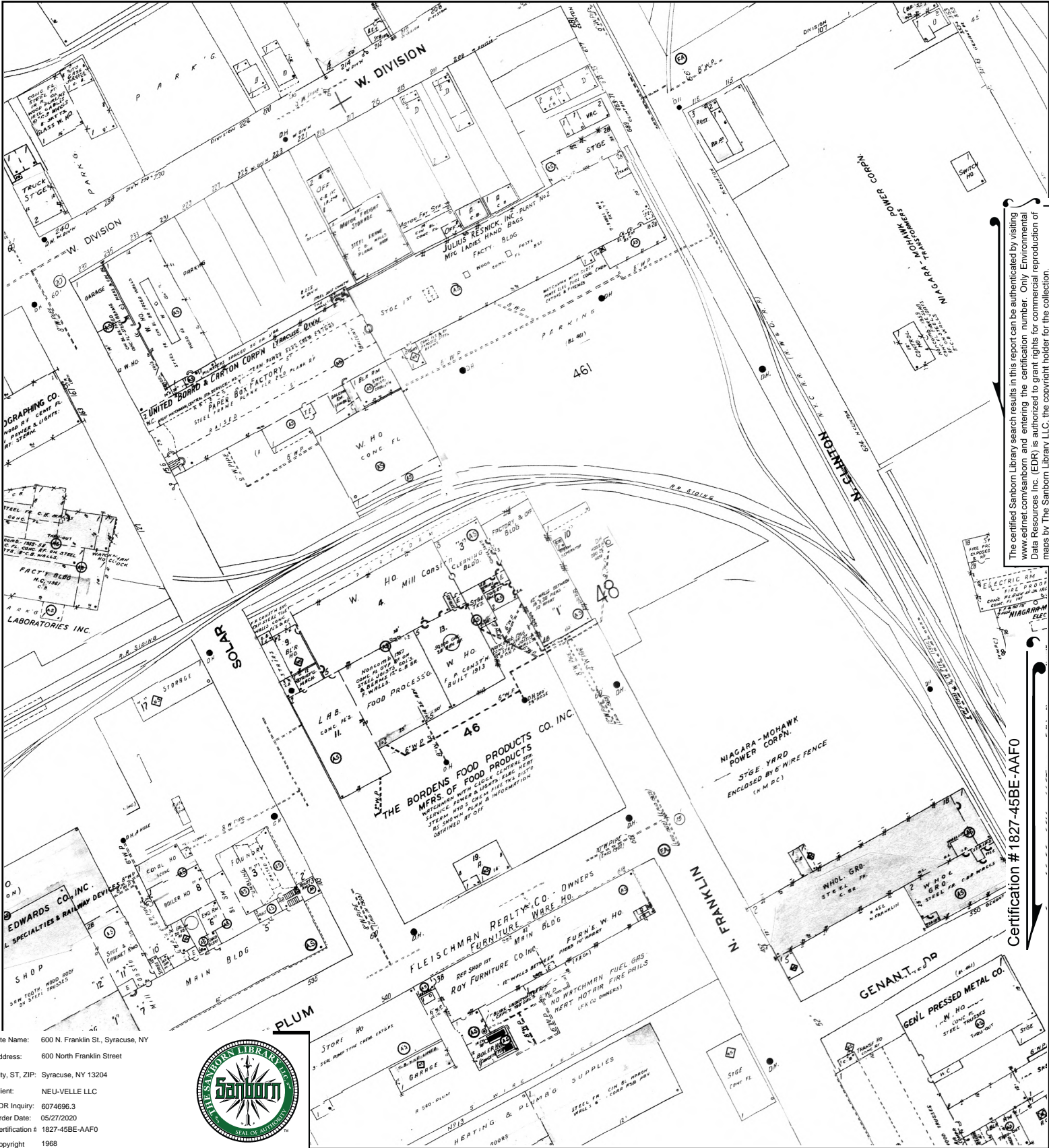
This Certified Sanborn Map combines the following sheets.  
 Outlined areas indicate map sheets within the collection.



Volume 1A, Sheet 48a  
 Volume 1A, Sheet 47a







Site Name: 600 N. Franklin St., Syracuse, NY  
 Address: 600 North Franklin Street  
 City, ST, ZIP: Syracuse, NY 13204  
 Client: NEU-VELLE LLC  
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 Order Date: 05/27/2020  
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 Copyright 1968



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Certification # 1827-45BE-AAF0

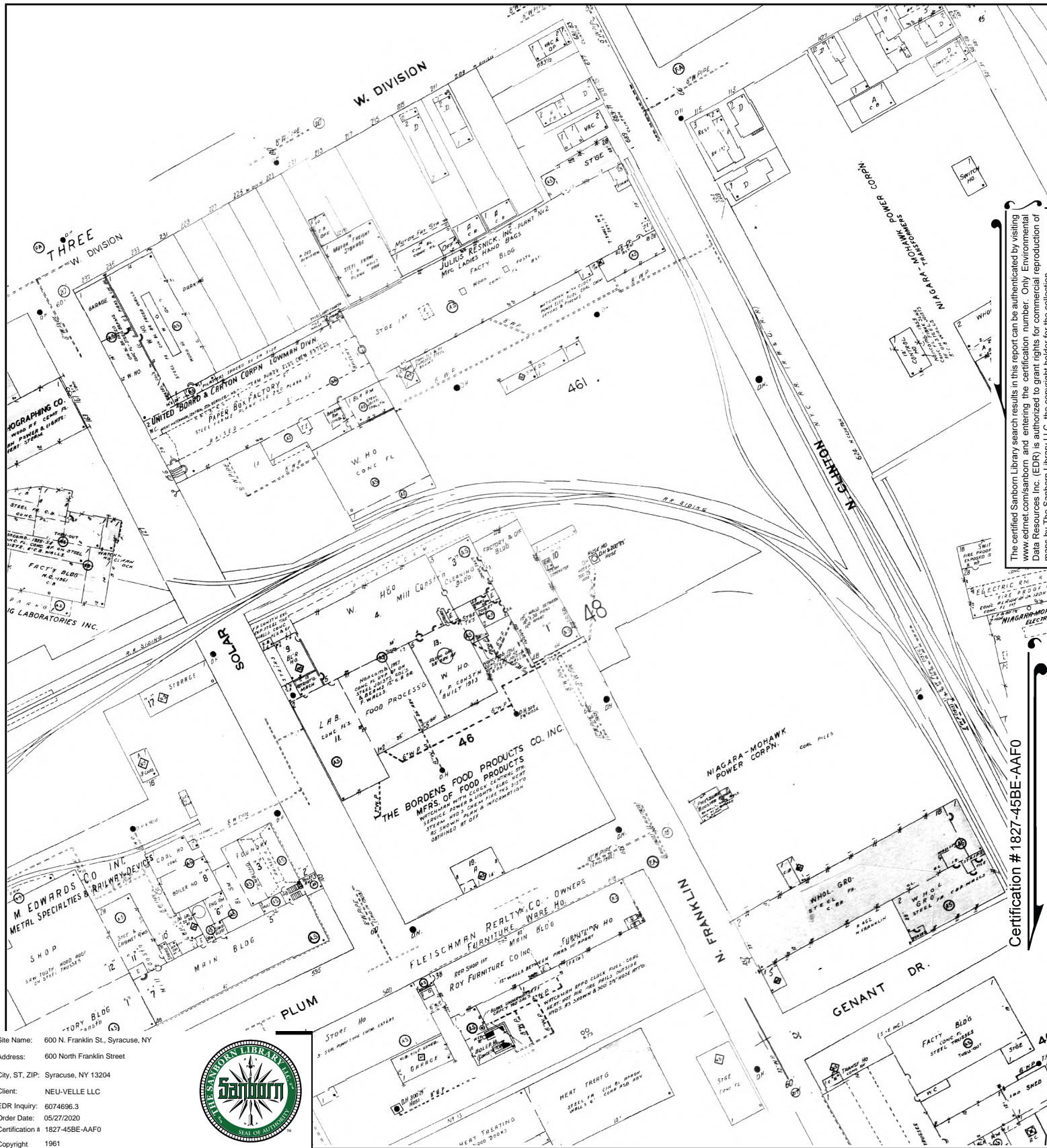
This Certified Sanborn Map combines the following sheets.  
 Outlined areas indicate map sheets within the collection.



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 Volume 1A, Sheet 47a







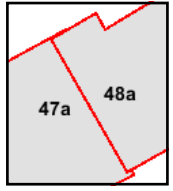
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Certification # 1827-45BE-AAF0

Site Name: 600 N. Franklin St., Syracuse, NY  
 Address: 600 North Franklin Street  
 City, ST, ZIP: Syracuse, NY 13204  
 Client: NEU-VELLE LLC  
 EDR Inquiry: 6074696.3  
 Order Date: 05/27/2020  
 Certification # 1827-45BE-AAF0  
 Copyright 1961



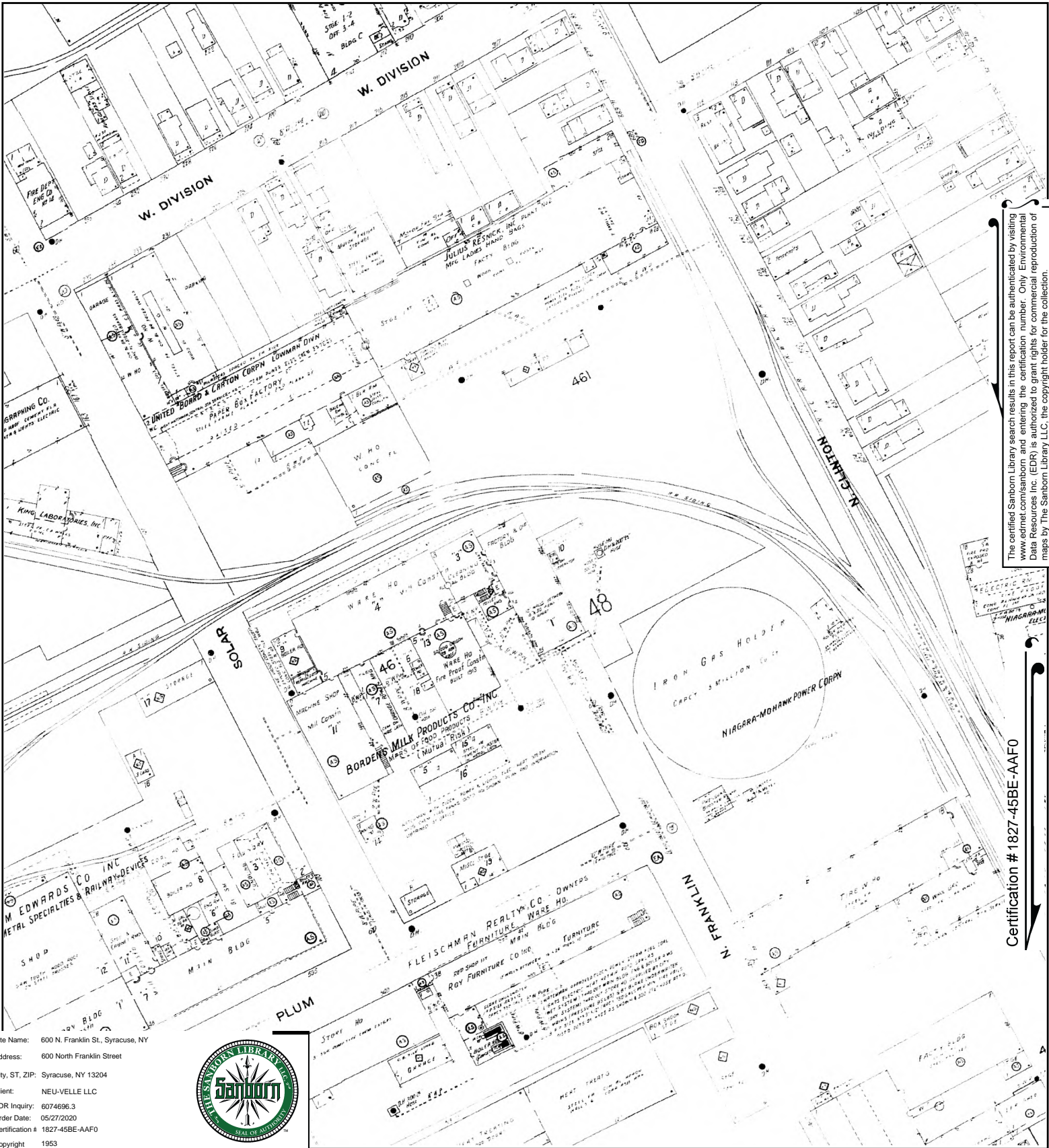
This Certified Sanborn Map combines the following sheets. Outlined areas indicate map sheets within the collection.



Volume 1A, Sheet 48a  
 Volume 1A, Sheet 47a







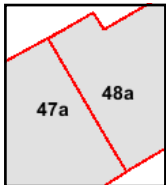
The certified Sanborn Library search results in this report can be authenticated by visiting [www.edrnet.com/sanborn](http://www.edrnet.com/sanborn) and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 1827-45BE-AAFO

Site Name: 600 N. Franklin St., Syracuse, NY  
 Address: 600 North Franklin Street  
 City, ST, ZIP: Syracuse, NY 13204  
 Client: NEU-VELLE LLC  
 EDR Inquiry: 6074696.3  
 Order Date: 05/27/2020  
 Certification # 1827-45BE-AAFO  
 Copyright 1953



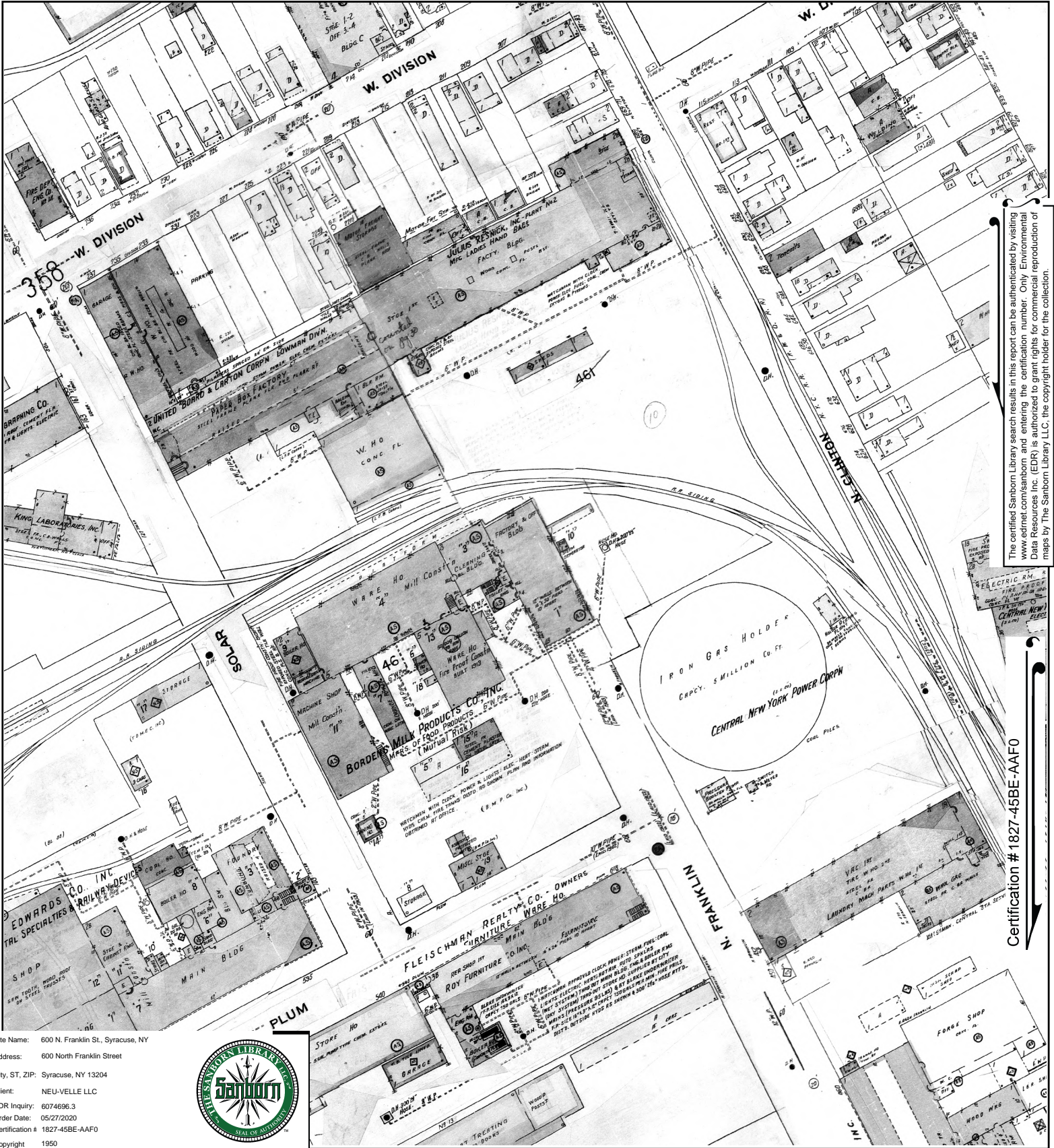
This Certified Sanborn Map combines the following sheets. Outlined areas indicate map sheets within the collection.



Volume 1A, Sheet 48a  
 Volume 1A, Sheet 47a







Site Name: 600 N. Franklin St., Syracuse, NY  
 Address: 600 North Franklin Street  
 City, ST, ZIP: Syracuse, NY 13204  
 Client: NEU-VELLE LLC  
 EDR Inquiry: 6074696.3  
 Order Date: 05/27/2020  
 Certification # 1827-45BE-AAF0  
 Copyright 1950



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Certification # 1827-45BE-AAF0

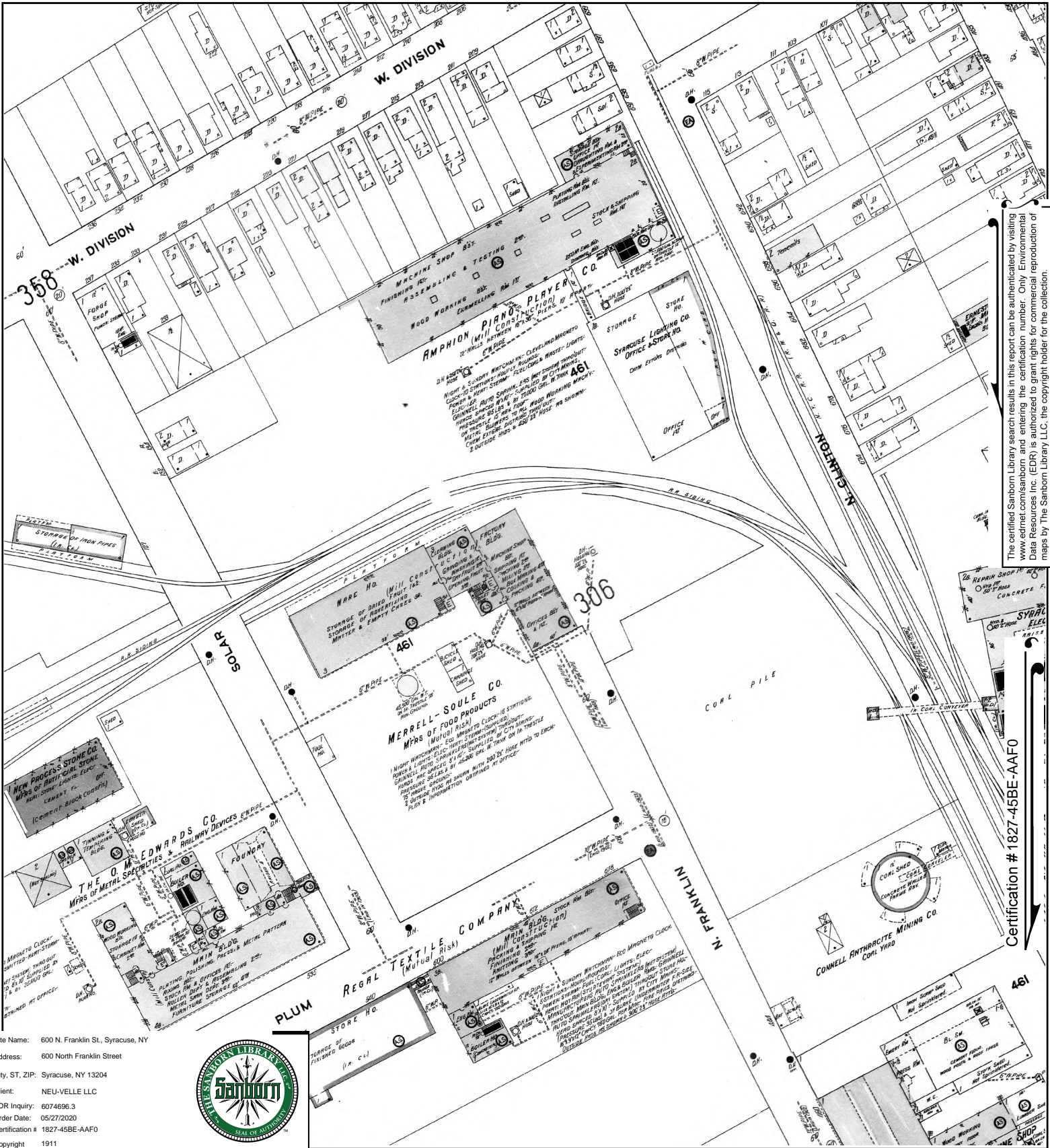
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 Outlined areas indicate map sheets within the collection.



Volume 3, Sheet 306  
 Volume 3, Sheet 305  
 Volume 3, Sheet xxxx







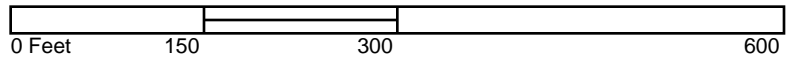
The certified Sanborn Library search results in this report can be authenticated by visiting [www.edr.com/sanborn](http://www.edr.com/sanborn) and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 1827-45BE-AAFO

Site Name: 600 N. Franklin St., Syracuse, NY  
 Address: 600 North Franklin Street  
 City, ST, ZIP: Syracuse, NY 13204  
 Client: NEU-VELLE LLC  
 EDR Inquiry: 6074696.3  
 Order Date: 05/27/2020  
 Certification # 1827-45BE-AAFO  
 Copyright 1911



This Certified Sanborn Map combines the following sheets.  
 Outlined areas indicate map sheets within the collection.



Volume 3, Sheet 306  
 Volume 3, Sheet 305  
 Volume 3, Sheet xxx  
 Volume 2, Sheet xxx





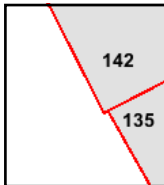
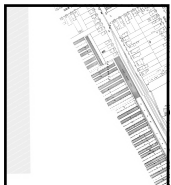


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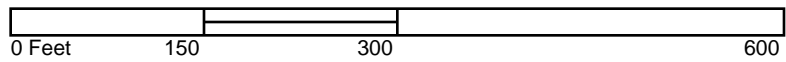
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 City, ST, ZIP: Syracuse, NY 13204  
 Client: NEU-VELLE LLC  
 EDR Inquiry: 6074696.3  
 Order Date: 05/27/2020  
 Certification # 1827-45BE-AAF0  
 Copyright 1892



This Certified Sanborn Map combines the following sheets. Outlined areas indicate map sheets within the collection.



Volume 2, Sheet 142  
 Volume 2, Sheet 135



600 N. Franklin St., Syracuse, NY

600 North Franklin Street

Syracuse, NY 13204

Inquiry Number: 6074696.4

May 27, 2020

# EDR Historical Topo Map Report

with QuadMatch™



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

# EDR Historical Topo Map Report

05/27/20

**Site Name:**

600 N. Franklin St., Syracuse, NY  
600 North Franklin Street  
Syracuse, NY 13204  
EDR Inquiry # 6074696.4

**Client Name:**

NEU-VELLE LLC  
1667 Lake Ave, Building 59, Suite 101  
Rochester, NY 14615  
Contact: Danielle Bastian



EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by NEU-VELLE LLC were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDR's Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

**Search Results:****Coordinates:**

<b>P.O.#</b>	NA	<b>Latitude:</b>	43.057703 43° 3' 28" North
<b>Project:</b>	600 N. Franklin St., Syracuse,	<b>Longitude:</b>	-76.157035 -76° 9' 25" West
		<b>UTM Zone:</b>	Zone 18 North
		<b>UTM X Meters:</b>	405779.84
		<b>UTM Y Meters:</b>	4767872.21
		<b>Elevation:</b>	383.02' above sea level

**Maps Provided:**

2013  
1978  
1973  
1958  
1947  
1939  
1898  
1895

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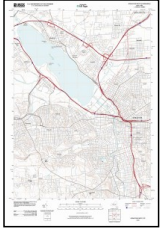
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## **Topo Sheet Key**

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

### **2013 Source Sheets**



Syracuse West  
2013  
7.5-minute, 24000

### **1978 Source Sheets**



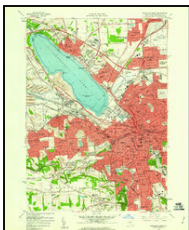
Syracuse West  
1978  
7.5-minute, 24000  
Aerial Photo Revised 1976

### **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**



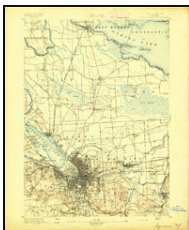
Syracuse West  
1939  
7.5-minute, 24000

### **1898 Source Sheets**



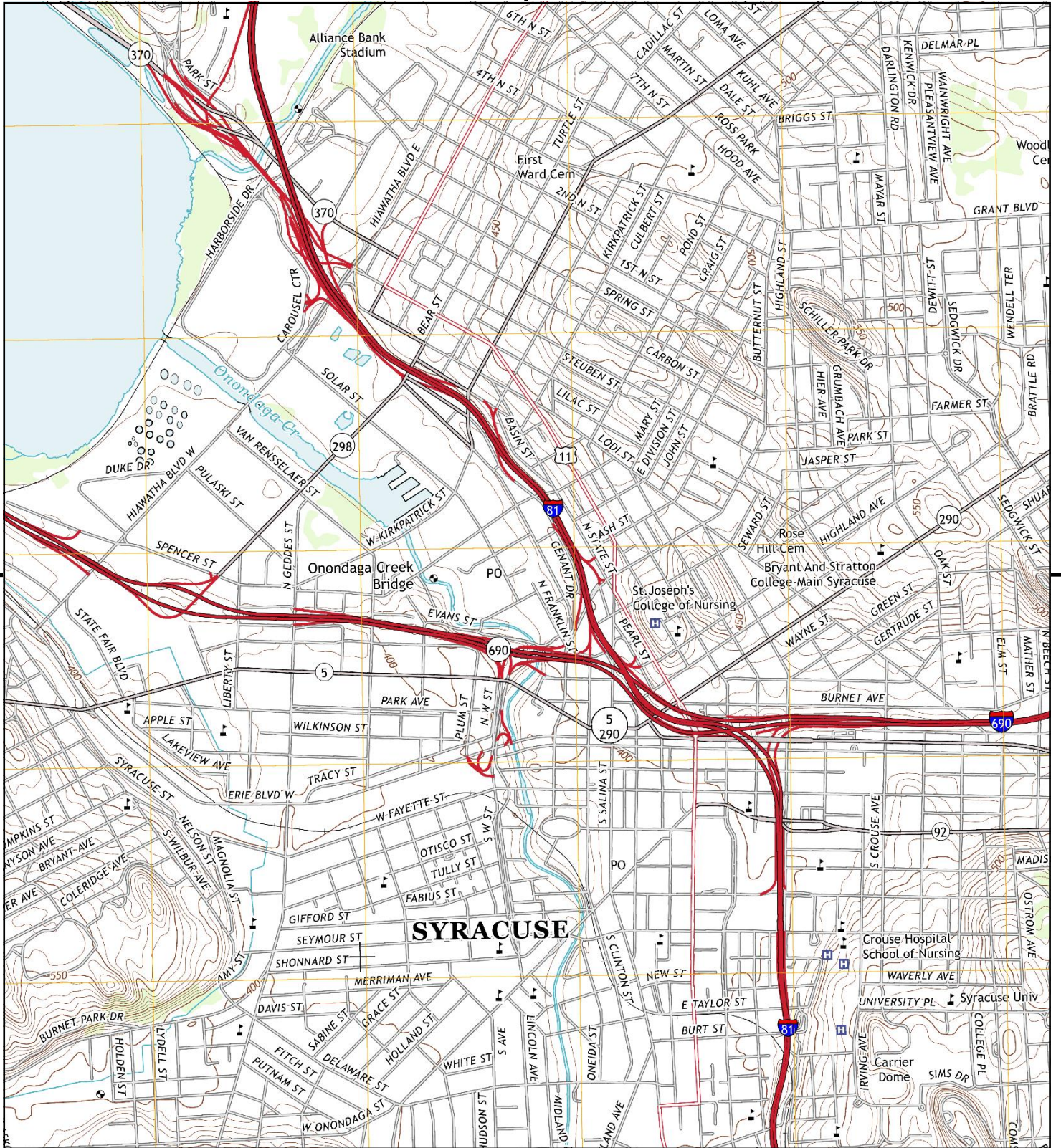
Syracuse  
1898  
15-minute, 62500

### **1895 Source Sheets**



Syracuse  
1895  
15-minute, 62500





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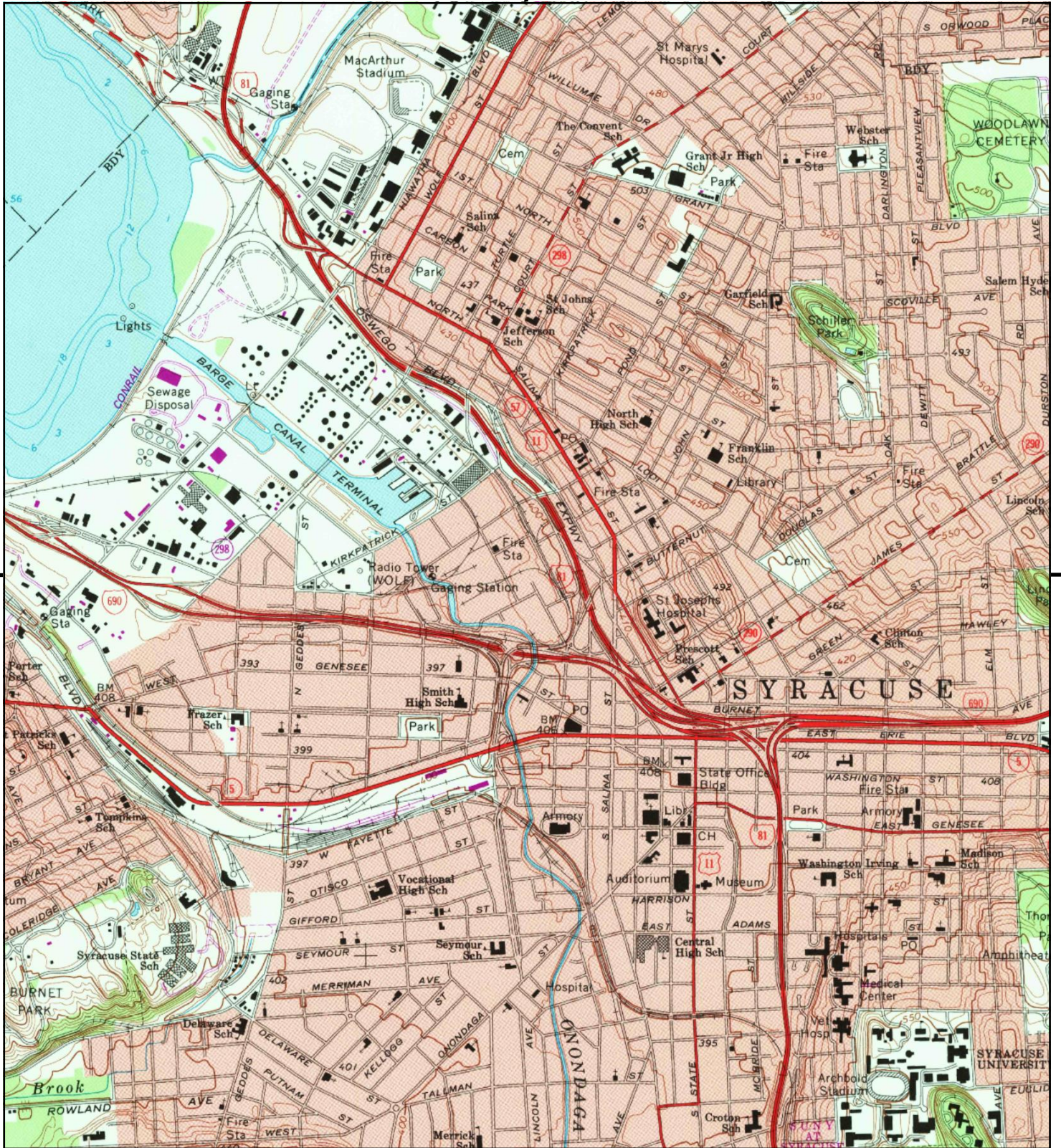


TP, Syracuse West, 2013, 7.5-minute

SITE NAME: 600 N. Franklin St., Syracuse, NY  
 ADDRESS: 600 North Franklin Street  
 Syracuse, NY 13204  
 CLIENT: NEU-VELLE LLC







This report includes information from the following map sheet(s).

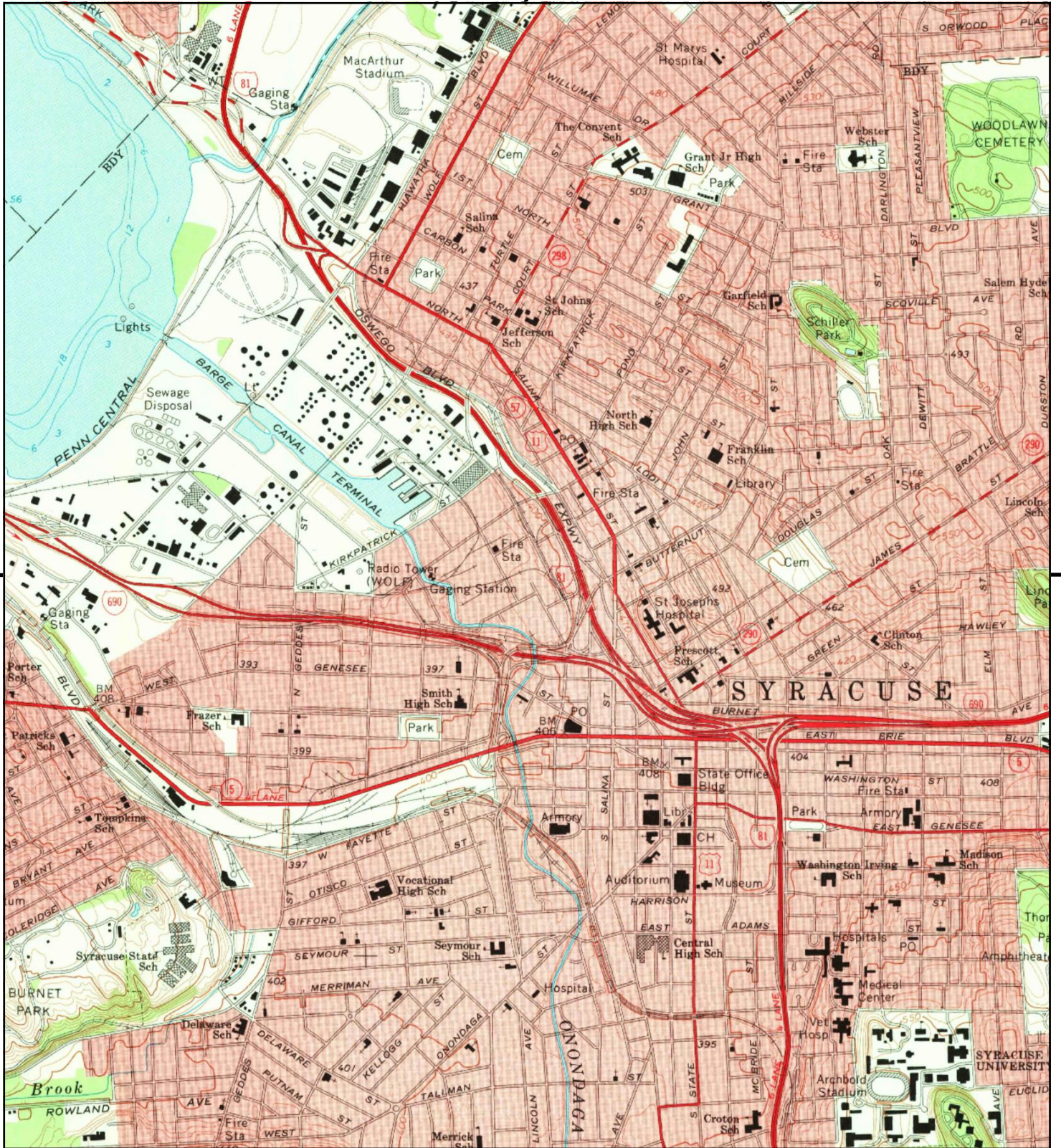


TP, Syracuse West, 1978, 7.5-minute

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 ADDRESS: 600 North Franklin Street  
 Syracuse, NY 13204  
 CLIENT: NEU-VELLE LLC







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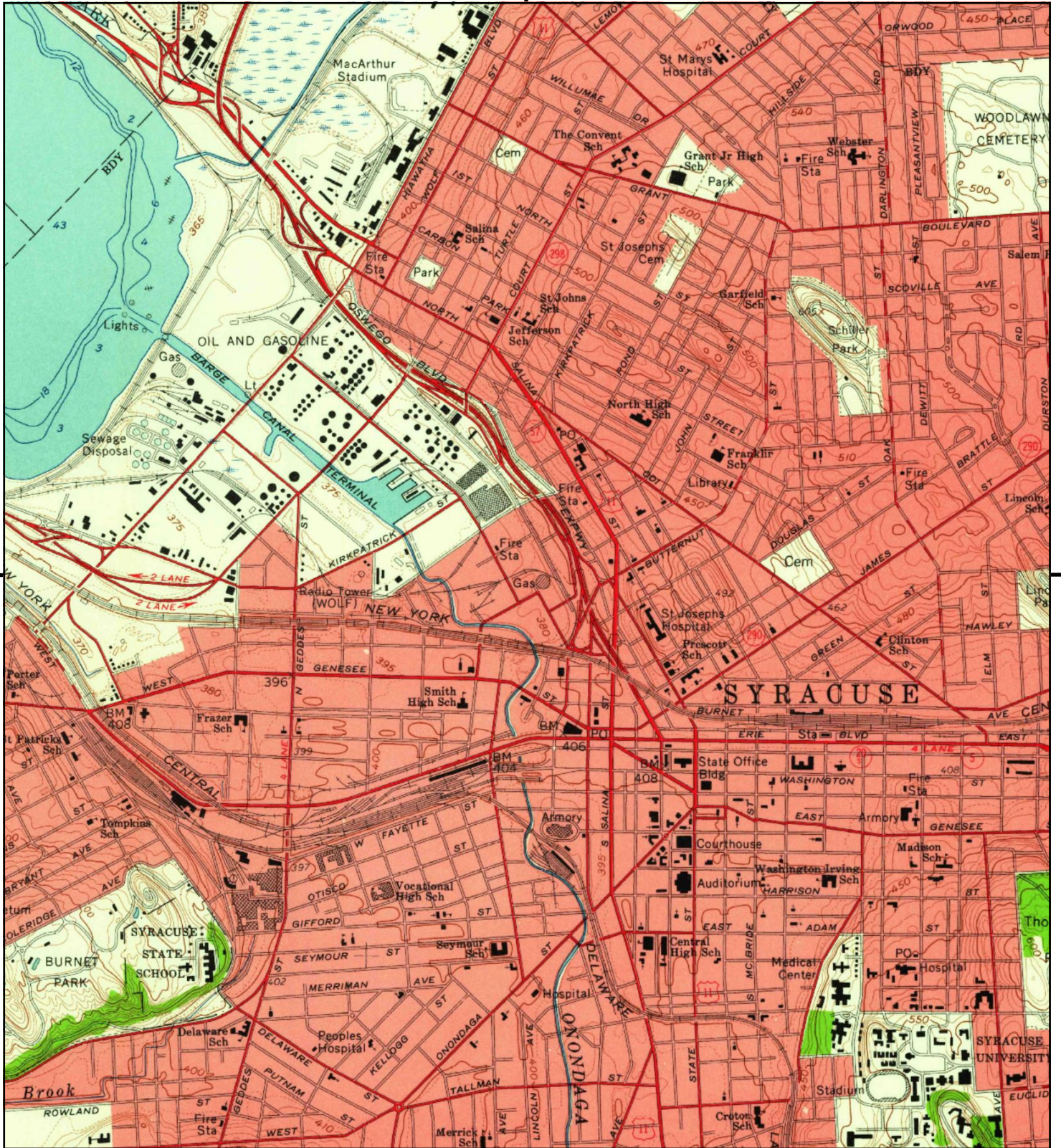


TP, Syracuse West, 1973, 7.5-minute

SITE NAME: 600 N. Franklin St., Syracuse, NY  
 ADDRESS: 600 North Franklin Street  
 Syracuse, NY 13204  
 CLIENT: NEU-VELLE LLC







This report includes information from the following map sheet(s).

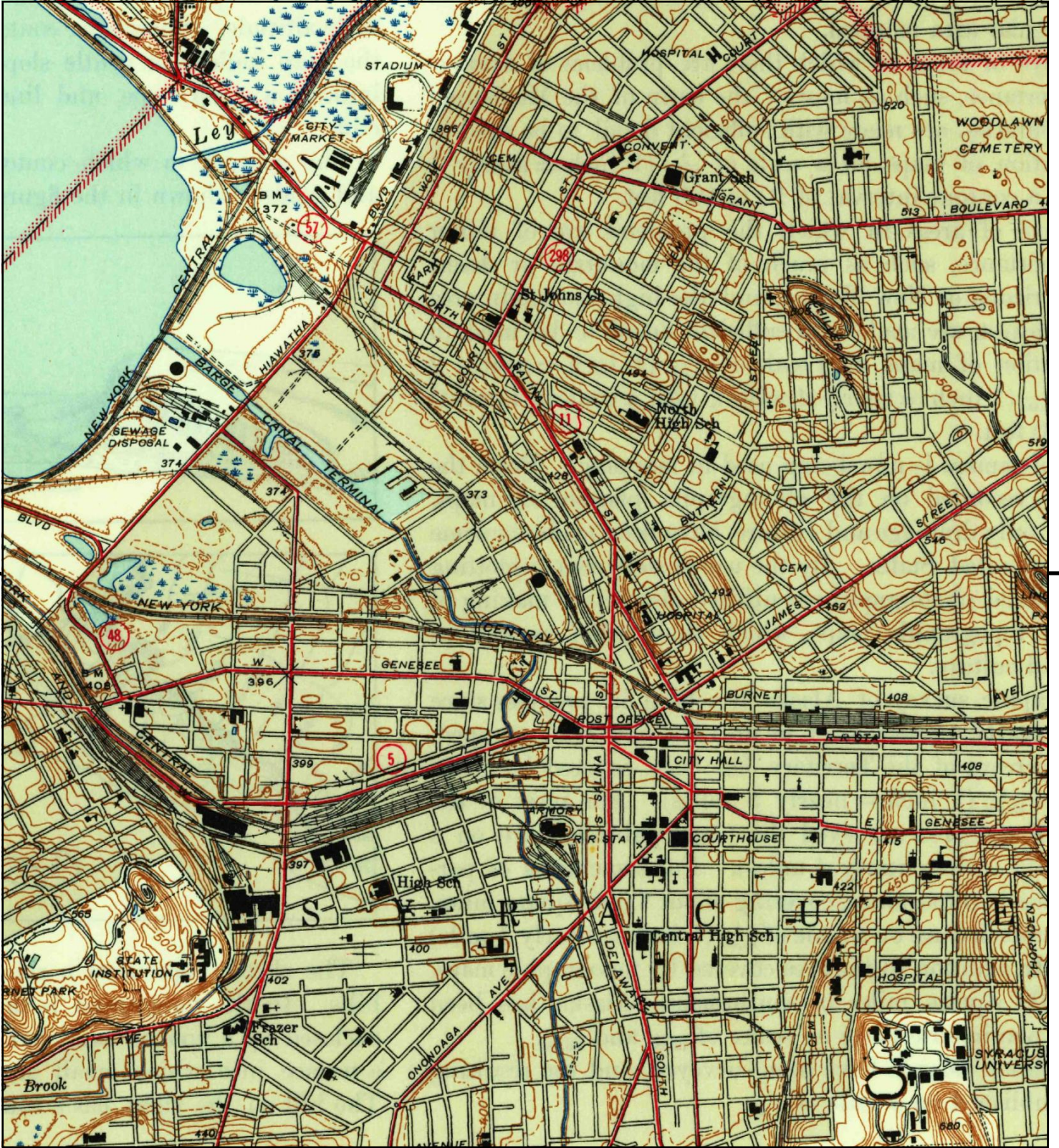


TP, Syracuse West, 1958, 7.5-minute

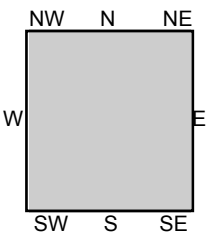
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 ADDRESS: 600 North Franklin Street  
 Syracuse, NY 13204  
 CLIENT: NEU-VELLE LLC







This report includes information from the following map sheet(s).

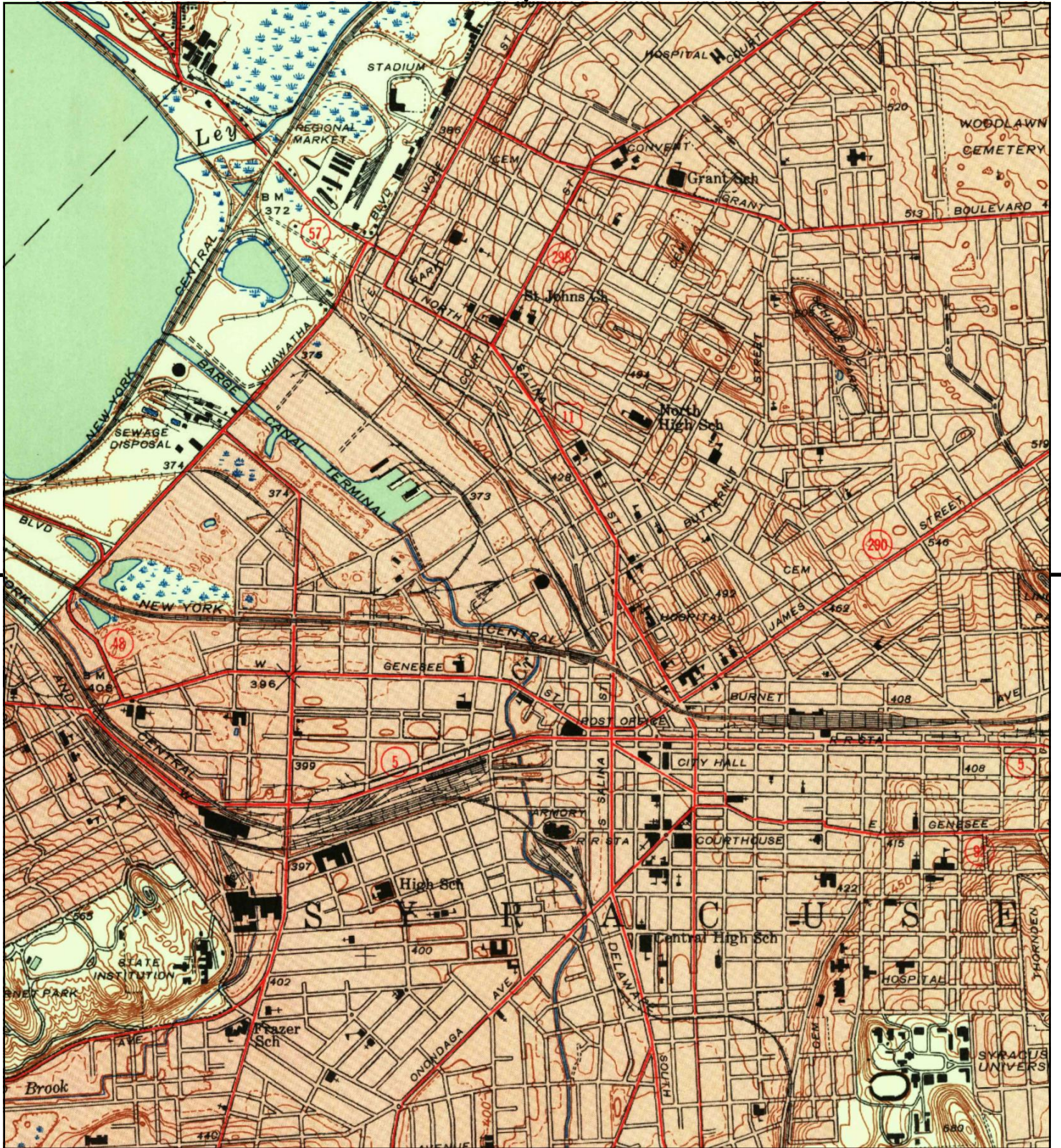


TP, Syracuse West, 1947, 7.5-minute

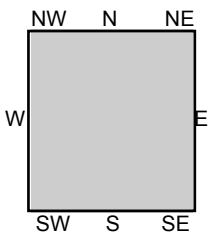
**SITE NAME:** 600 N. Franklin St., Syracuse, NY  
**ADDRESS:** 600 North Franklin Street  
 Syracuse, NY 13204  
**CLIENT:** NEU-VELLE LLC







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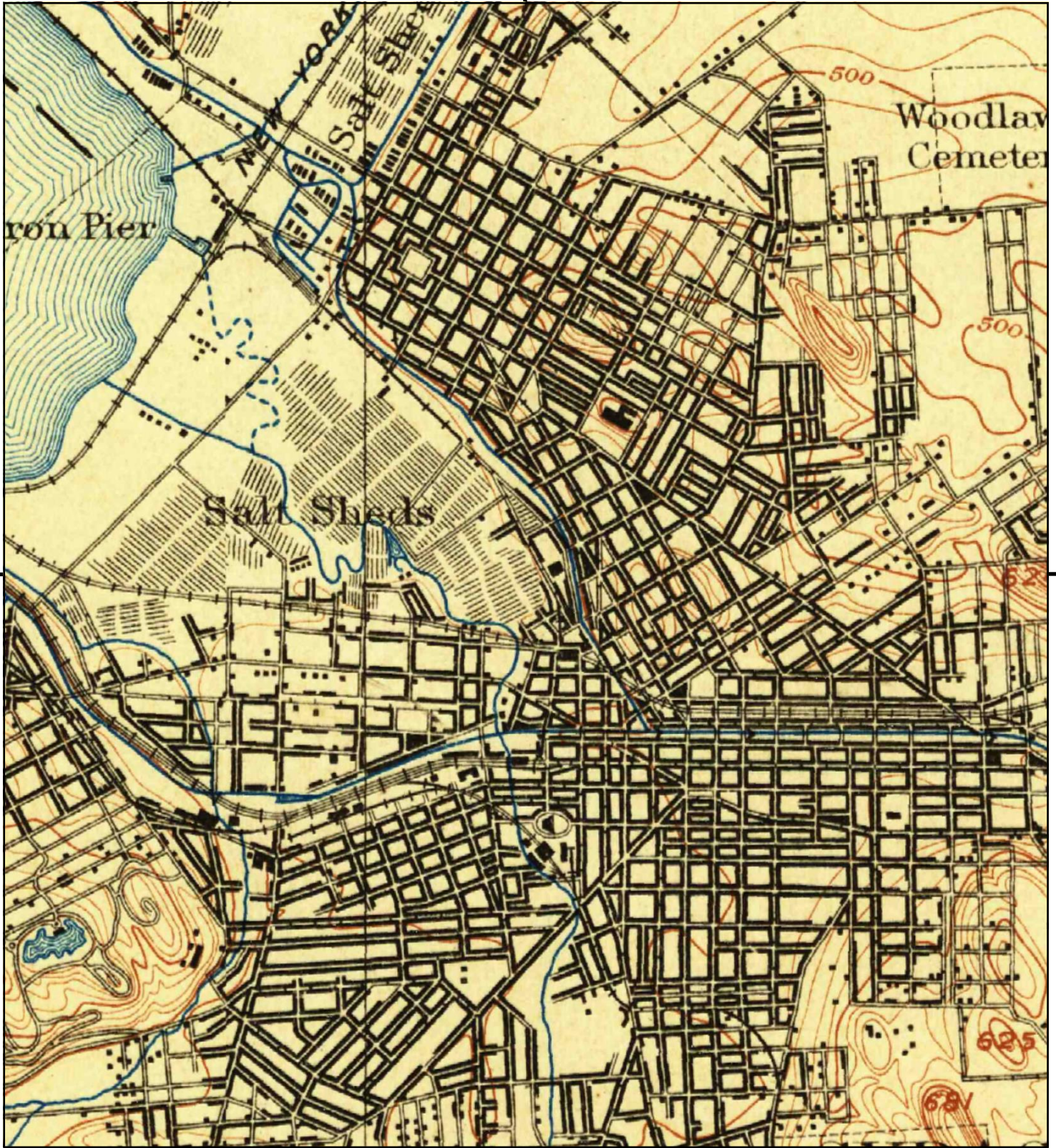


TP, Syracuse West, 1939, 7.5-minute

**SITE NAME:** 600 N. Franklin St., Syracuse, NY  
**ADDRESS:** 600 North Franklin Street  
 Syracuse, NY 13204  
**CLIENT:** NEU-VELLE LLC







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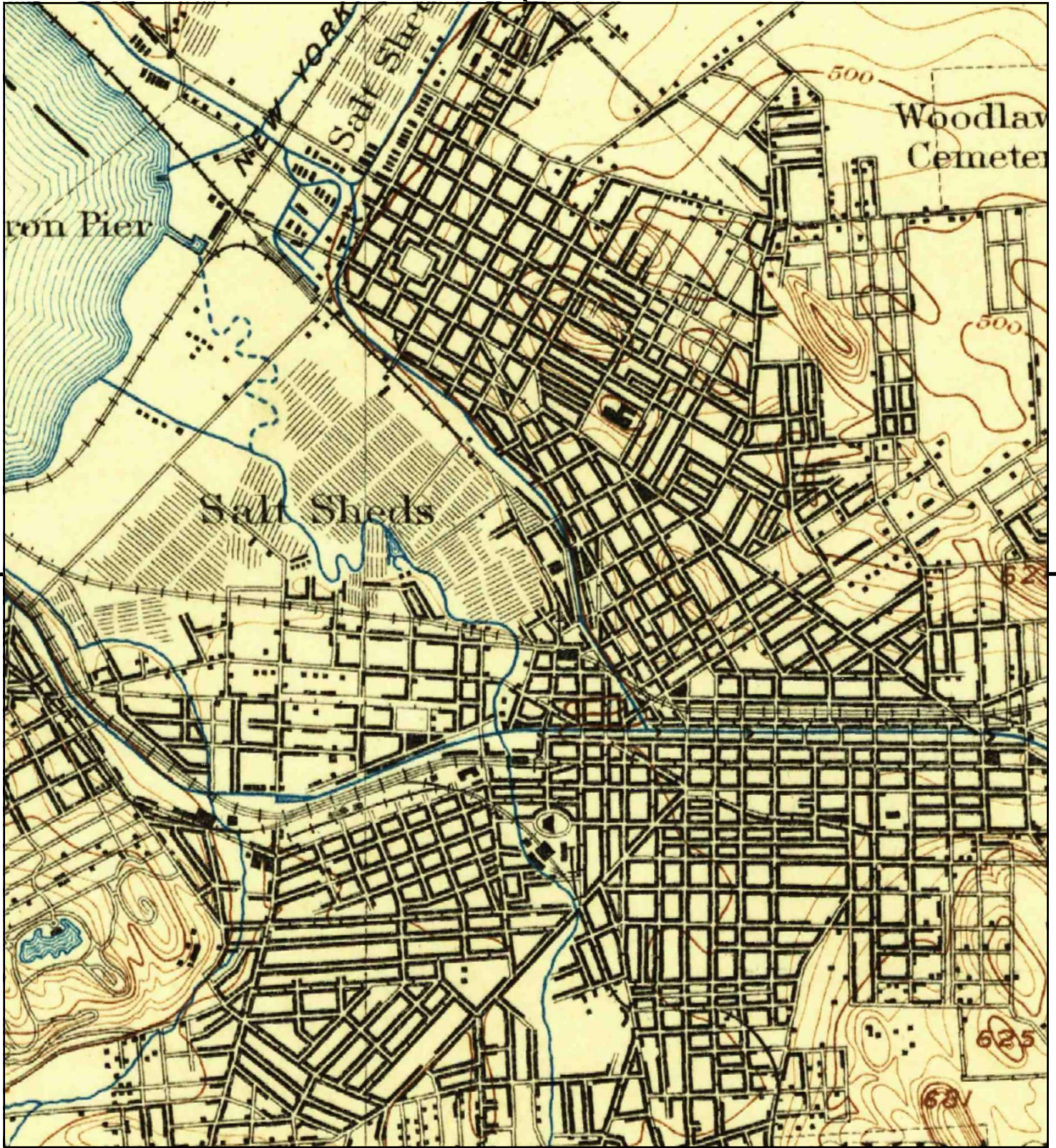


TP, Syracuse, 1898, 15-minute

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 ADDRESS: 600 North Franklin Street  
 Syracuse, NY 13204  
 CLIENT: NEU-VELLE LLC







This report includes information from the following map sheet(s).



TP, Syracuse, 1895, 15-minute

SITE NAME: 600 N. Franklin St., Syracuse, NY  
 ADDRESS: 600 North Franklin Street  
 Syracuse, NY 13204  
 CLIENT: NEU-VELLE LLC





# Appendix E

NEU-VELLE LLC

---

## City Directory

**600 N. Franklin St., Syracuse, NY**

600 North Franklin Street  
Syracuse, NY 13204

Inquiry Number: 6074696.5  
May 29, 2020

# The EDR-City Directory Image Report

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### 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.

### RECORD SOURCES

EDR's Digital Archive combines historical directory listings from sources such as Cole Information and Dun & Bradstreet. These standard sources of property information complement and enhance each other to provide a more comprehensive report.

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### 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>
2017	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
2014	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
2010	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
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1955	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Haines Criss-Cross Directory
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1939	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory

## EXECUTIVE SUMMARY

Year      Target Street      Cross Street      Source

## FINDINGS

### TARGET PROPERTY STREET

600 North Franklin Street  
Syracuse, NY 13204

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
<b><u>N FRANKLIN ST</u></b>		
2017	pg A2	EDR Digital Archive
2014	pg A6	EDR Digital Archive
2010	pg A11	EDR Digital Archive
2005	pg A16	EDR Digital Archive
2000	pg A20	EDR Digital Archive
1995	pg A24	EDR Digital Archive
1992	pg A27	EDR Digital Archive
1988	pg A30	Polk's City Directory
1983	pg A32	Polk's City Directory
1978	pg A34	Polk's City Directory
1972	pg A36	Polk's City Directory
1968	pg A38	Polk's City Directory
1964	pg A41	Polk's City Directory
1959	pg A43	Polk's City Directory
1955	pg A45	Haines Criss-Cross Directory
1949	pg A47	Polk's City Directory
1944	pg A49	Polk's City Directory
1939	pg A51	Polk's City Directory

## FINDINGS

### CROSS STREETS

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
-------------	-----------------	---------------

### SOLAR ST

2017	pg. A5	EDR Digital Archive
2014	pg. A10	EDR Digital Archive
2010	pg. A15	EDR Digital Archive
2005	pg. A19	EDR Digital Archive
2000	pg. A23	EDR Digital Archive
1995	pg. A26	EDR Digital Archive
1992	pg. A29	EDR Digital Archive
1988	pg. A31	Polk's City Directory
1983	pg. A33	Polk's City Directory
1978	pg. A35	Polk's City Directory
1972	pg. A37	Polk's City Directory
1968	pg. A39	Polk's City Directory
1968	pg. A40	Polk's City Directory
1964	pg. A42	Polk's City Directory
1959	pg. A44	Polk's City Directory
1955	pg. A46	Haines Criss-Cross Directory
1949	pg. A48	Polk's City Directory
1944	pg. A50	Polk's City Directory
1939	pg. A52	Polk's City Directory

## **City Directory Images**

**N FRANKLIN ST 2017**

429 AMROMIN, ILYA  
 BECHY, ELAINE  
 BLEFELD, MICHAEL  
 BRUNKEN, WILLIAM J  
 BUTTS, JOHN H  
 CANFIELD, JASON H  
 CHAPPELL, EUGENE J  
 CHECKOSKY, BARBARA L  
 CHECKOSKY, MATTHEW T  
 CRAWFORD, GARY L  
 DEROSA, DEE L  
 DESTEFANO, DONALD L  
 DUNTON, MARYLOU  
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 GREENBURG, SYDNE  
 ILACQUA, MARK J  
 KANE, JOSEPH P  
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 KING, JOHN S  
 KOHL, VICTORIA F  
 LEHMANN, DAVID P  
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 LONG, ROBERT E  
 MACLEOD, KEVIN  
 MITTEN, ROBERT D  
 RAOOFI, WILLIAM  
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 SWIECK, ANDREW F  
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432 SIEMENS AG  
 STRAUB YOUNG & STOUT INC  
 THE MCKENZIE INSTITUTE  
 TMD CONSULTING & TECHNOLOGY  
 TOTAL ADVERTISING

443 AMERICAN GENERAL LIFE & ACCIDENT I  
 BERNARD J CORBISHLEY CPA  
 BLITMAN & KING LLP  
 BLUE OCEAN STRATEGIC CAPITAL LLC  
 BRIAN R DUMOND CPA  
 CENTERBRIDGE PLANNING GROUP  
 DANIEL J BROWN CPA  
 DANN F OSHEA CPA  
 DENNIS E MCNAMARA CPA  
 DERMODY BURKE & BROWN CPAS LLC  
 J DAVID DICKINSON CPA  
 JAMES P COSTELLO CPA  
 JOHN D BURKE CPA

## N FRANKLIN ST

2017

(Cont'd)

443 JOHN J TARTAGLIA CPA  
 JONATHAN M CERRITO ATTY  
 LEONARD E GERBER CPA  
 MADELYN H HORNSTEIN CPA  
 PAUL N THEADORE CPA  
 PEAK PERFORMANCE MANAGEMENT  
 ROBERT T CHERRY CPA  
 SILVA DAVID DE J CPA  
 THEODORE J SARENSKI CPA  
 WILLIAM J KILLORY CPA

460 ALBERTSSON, ALEX K  
 ANDERS, KRISTIN  
 AREY, SIOBHAN  
 ASSALLEY, ALEXANDRIA M  
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 BAKER, SEBASTIAN  
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 BIVIANO, JANET A  
 BOUTILIER, EDWARD J  
 BROWN, ALICE S  
 BROWN, BONNIE S  
 CARLEN, BRITTANY  
 CESARIO, CHRISTINA  
 CLARK, MITCHELL G  
 CONNORS, DANIEL  
 DAMATO, PALMA D  
 DELANEY, DANIEL J  
 DONOHUE, JOHN  
 FAZIO, DONNA J  
 FIDDLER, KAITLYN E  
 FLAHERTY, EDWARD S  
 FRISBIE, HANNAH W  
 GAILLIARD, ROY D  
 GODDARD, CHELSEA  
 GROSSMAN, TIMOTHY  
 GUERRA, COURTNEY  
 HAMMER, PATRICIA A  
 HINKER, JIM L  
 HUDGSTON, CAITLIN  
 INTEGRATED SYSTEMS DESIGN INC  
 JONES, MARY A  
 KACZMAREK, NICHOLAS  
 KOZICKI, ALEXANDER  
 MAIER, LEONARD C  
 MALANEY, MEAGHAN  
 MANEEN, SALVATORE  
 MANIGAULT, ELIJAH  
 MATTHEWS, B M  
 MCCUE, PATRICIA J

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 MIELCARSKI, JOHN E  
 MOHAMED, ANTHONY  
 MORROW, LUCAS  
 MOSER, FRANK H  
 MOSKAL, JEANNE E  
 OLMAN, AARON  
 ONDREY, REBECCA  
 ONE FRANKLIN SQUARE APARTMENTS  
 ONTANO, JACQUELINE M  
 OVERWAY, DONALD E  
 PADDEN, JEANNETTE D  
 PAGANO, PENNY A  
 PARR, G F  
 PRESCOTT, IAN  
 ROBINSON, JOSEPH  
 ROSS, RUTH M  
 SAVAGE, PAULINE H  
 SCOCCHERA, VIRGINIA N  
 SECRETI, ROSEMARI M  
 SHEARAN, RICHA R  
 SIMPSON, GLADYS M  
 SKARNULIS, DAISY M  
 SMITH, DOROTHY C  
 STAM, NICHOLAS J  
 STEEPROCK, DAVID  
 TASCARELLA, RON G  
 TERRERO, ANGELO S  
 TRAINO, ANTHONY  
 VANVALKENBURG, ERIKA  
 WIDRICK, JACOB  
 WILBERT, ROGER W  
 WINTERS, KAATHERINE  
 WONG, JAN R  
 WORMUTH, COURTNEY A  
 YOUNG, CHRISTOPHER

600    POWER ENGINEERS



**SOLAR ST 2017**

- 115 ADAMOWSKY, ERIC C
- ALLEN, GRANT L
- BEAL, CAROLINE A
- BLEUER, JEANNIE
- BONADIO & CO LLP
- CHAPARRO, MARTHA P
- CLARK, DIANNE S
- DIRECT ENERGY
- DURING, ERIN N
- DYDO, ELLIOTT
- DYSON, JULIE L
- EHRET, BRIAN P
- FREEDOM OF ESPRESSO
- GASIOROWSKI, ADAM J
- GRAY, TIFFANY
- HESS CORPORATION
- HOVATER, CATHY L
- INGRAM, MATTHEW
- JIMENEZ, LUIS M
- KERR, ALEX
- KUGLICS, VALERIA A
- LAWRENCE, DAVID
- MAYER, SANDRA L
- PROFENNO, LOUIS A
- SCHWARTZ, ELLEN S
- SHARAK, MARY S
- THE BONADIO GROUP
- TRISHA, WELLS
- VANBRAKLE, DAVID S
- WESTON, GILLIAN
- 201 BANKERS HEALTH CARE GROUP INC
- 214 IMPACT TECHNOLOGIES
- SHARENET
- SHARENET INC
- UPSTATE PRINTING
- 475 BUCKEYE PIPE LINE

**N FRANKLIN ST 2014**

1 GOLDEN, THERESA L  
 KAY, SHIRLEY M  
 406 PANZER, BARBARA  
 STEPHENS, CLARA  
 410 GRAFF, MARY L  
 429 AMROMIN, ILYA  
 BARGABOS, CARL D  
 BECHY, ANTHONY  
 CALAHAN, DIANE K  
 CARVALHO, JONELLE F  
 CHAPPELL, EUGENE J  
 CHECKOSKY, MATTHEW T  
 CRAWFORD, GARY L  
 DEROSA, DEE L  
 DESTEFANO, DONALD L  
 FAGAN, TIMOTHY J  
 FARRY, EUGENE J  
 GEIGER, CHRISTOPHER M  
 GOODMAN, CHARLES S  
 GREENBURG, SYDNE  
 HASTINGS, JOEL P  
 HAZLEWOOD, JULIE  
 HINMAN, ERIC J  
 ILACQUA, MARK J  
 KANE, JOSEPH P  
 KEHOSKIE, JOSEPH S  
 KING, JOHN S  
 LEHMANN, DAVID P  
 LOFTUS, MICHAEL  
 LONG, ROBERT E  
 MASSERY, LISA E  
 MIRRA, DAVID M  
 MITTEN, ROBERT D  
 OGATA, CHIYEKO  
 PALMER, CAROLYN D  
 QUINTON, KEVIN M  
 SHUBMEHL, PAUL L  
 SWIECK, ANDREW F  
 VOGEL, FRANK E  
 VONDEAK, STEVEN M  
 WILLIAMS, TED  
 432 BENCHMARK  
 BLUEROCK ENERGY  
 MCKENZIE INSTITUTE  
 NY ENERGY  
 STRAUB YOUNG & STOUT INC  
 TESTONE MARSHALL & DISCENZA LLP  
 TMD CONSULTING & TECHNOLOGY  
 TOTAL ADVERTISING  
 UNITED STATES GOVERNMENT

## N FRANKLIN ST      2014      (Cont'd)

433	OCCUPANT UNKNOWN,
443	AMERICAN GENERAL LIFE INSURANCE COMP
	ARNAULT BRYAN T
	BAUMAN TIMOTHY
	BLITMAN & KING
	BLITMAN CHARLES E
	BLUE OCEAN STRATEGIC CAPITAL LLC
	BRICE DANIEL R
	BROWN DANIEL J CPA
	BURKE JOHN D CPA
	CERRITO JONATHAN
	CHERRY ROBERT T CPA
	CLARK JENNIFER A
	CNY WORKS
	CORBISHLEY BERNARD J CPA
	COSTELLO JAMES P CPA
	D B & B FINANCIAL SERVICES LLC
	D B & B MEDICAL MANAGEMENT SERVICES
	DAUM MICHAEL R
	DB&B PEAK PERFORMANCE MANAGEMENT
	DERMODY BURKE & BROWN CPAS LLC
	DESILVA DAVID J CPA
	DICKINSON J DAVID CPA
	DUMOND BRIAN R CPA
	FRANKLIN CENTER
	GERBER LEONARD E CPA
	HEATH MONICA R
	HORNSTEIN MADELYN H CPA
	KILLORY WILLIAM J CPA
	KING BERNARD T
	KORNFIELD DANIEL E
	LACLAIR BRIAN J
	LAMBRIGHT NATHANIEL G
	LAVAUTE JAMES R
	MCNAMARA DENNIS E CPA
	OLIVER DONALD D
	OSHEA DANN F CPA
	PIZER MELVIN H
	SARENSKI THEODORE J CPA
	SMITH JULES L
	TARTAGLIA JOHN J CPA
	THEADORE PAUL N CPA
	WAGNER KENNETH L
460	ALLGEIER, WILLIAM B
	ARCHER, KAETE
	BABCOCK, GREGORY O
	BISTROVICH, FRANCES L
	BOUTILIER, EDWARD J
	BRAITHWAITE, EUGENIA E
	BROWN, ROBERT R

## N FRANKLIN ST

2014

(Cont'd)

460 BUSH, BENJAMIN B  
CARLEN, BRITTANY  
CARNEY, RITA M  
CESARIO, CHRISTINA  
CLARK, MITCHELL G  
CLEARY, JOHN F  
COUGHLIN, DEBORA L  
DERANJA, EVAN D  
EHRENFRIED, DENAH M  
ELLITHORPE, JOLENE  
FAVALO, CONNIE M  
FAZIO, DONNA J  
FLAHERTY, EDWARD S  
FOX, CINDY A  
FRISBIE, HANNAH W  
FULLER, RAYMOND C  
GAFFNEY, ELIZABETH I  
GAILLIARD, ROY D  
GARZIA, CHRIS A  
GRECO, FRANK  
GRUBBE, HERBERT P  
HALL, LARISSA  
HAMMER, PATRICIA A  
HARDER, LISA M  
HAWELKA, JOE  
HERBERT, ALETHIA M  
HINKER, JIM L  
HOLMES, JOAN L  
INTEGRATED SYSTEMS DESIGN INCORPORAT  
JACKSON, REBECCA W  
KACZMAREK, NICHOLAS  
KEARSE, JAMES B  
KIMMEL, DAVID  
KLINE, SARAH A  
KOZICKI, ALEXANDER  
LEWIS, IRENE W  
LONG, CECELIA E  
LONTINE, THOMAS  
MAIER, LEONARD C  
MALANEY, MEAGHAN  
MANIGAULT, ELIJAH  
MANWARING, JAMES  
MARSH, SARA J  
MASSEY, THEODORE H  
MATTHEWS, B M  
MCCUE, PATRICIA J  
MIELCARSKI, JOHN E  
MILNE, IAN  
MOSER, FRANK H  
MOSKAL, JEANNE E

**N FRANKLIN ST      2014      (Cont'd)**

460      NASH, NANCY J  
          ONDREY, TAYLOR B  
          ONE FRANKLIN SQUARE SENIOR APARTMENT  
          ONTANO, JACQUELINE M  
          OVERWAY, DONALD E  
          PADDEN, JEANNETTE D  
          PARILLO, AGNES T  
          PECK, ELIZABETH E  
          PERRIELLO, ROBERT J  
          PUCINO, JAMES R  
          REGER, RUDY J  
          RESCH, ROBERT E  
          ROBINSON, JOSEPH  
          ROSS, RUTH M  
          ROTH, ROBERT F  
          SAVAGE, PAULINE H  
          SCHMEDICKE, SHERI  
          SCHROEDER, SALLY  
          SCOCCHERA, VIRGINIA N  
          SECRETI, ROSEMARI M  
          SIMONE, RUTH H  
          SIMPSON, GLADYS M  
          SKARNULIS, DAISY M  
          SLOCHINS, DOROTHY M  
          SMITH, DOROTHY C  
          TIMPANO, ROSALIE D  
          TYMOFY, EILEEN T  
          WILBERT, ROGER W  
          WILBUR, DARLENE M  
          WILDER, LINDA L  
          WRIGHT, OTTO M  
469      FREEMAN, MARIA  
600      OCCUPANT UNKNOWN,

**SOLAR ST 2014**

- 115 ALIBRANDI, LAWRENCE D
- ALLEN, GRANT L
- BONANNI, NICOLE M
- CAMPBELL, CLARE
- CLARK, DIANNE S
- COBB, DO
- FAGLIARONE ROBERT CPA PFS
- FRAZIER, HERMAN R
- FREEDOM OF ESPRESSO
- HESS CORPORATION
- HINDER, KRISTIN E
- HOATLAND ALICE M CPA
- HYATT, ERIN G
- JONES, MICHELLE
- LANG, NICHOLAS R
- MILLARD, REBECCA A
- NY WATER ENVIRONMENT
- OLIVER, RAYMOND A
- PERKINS, JEAN D
- SHARAK, MARY S
- THE BONADIO GROUP
- WELCH, WILLIAM M
- XAVIER, BRENT
- YOUNG, ERIN J
- 158 SYRACUSE SCALE CO INC
- SYRACUSE SCALE COMPANY INCORPORATED
- 201 BANKERS HEALTH CARE GROUP INCORPORAT
- 214 IMPACT TECHNOLOGIES
- SHARENET
- UPSTATE PRINTING

**N FRANKLIN ST 2010**

1 FRANKLIN SQUARE PARTNERSHIP  
 400 SNOBER, JULIE  
 426 WISE GUYS COMEDY SHOW ROOM  
 429 AMROMIN, ILYA  
 BECHY, ANTHONY  
 CALAHAN, DIANE K  
 CHAPPELL, EUGENE J  
 CHECKOSKY, BARBARA L  
 CRAWFORD, GARY L  
 DANIELS, HEATHER D  
 DEROSA, DEE L  
 DESTEFANO, DONALD L  
 FIX, SUSAN  
 GEIGER, CHRISTOPHER M  
 GOODMAN, CHARLES S  
 HASTINGS, JOEL P  
 HINMAN, ERIC J  
 JONES, CARRI A  
 KEHOSKIE, JOSEPH S  
 LEHMANN, DAVID P  
 LOFTUS, MICHAEL  
 LONG, RYAN E  
 MENON, MADHAVI M  
 MIRRA, DAVID M  
 OGATA, CHIYEKO  
 PALMER, CAROLYN D  
 QUINTON, KEVIN M  
 SHUBMEHL, PAUL L  
 SWIECK, ANDREW F  
 VOGEL, FRANK E  
 VONDEAK, ANDREW M  
 WEBSTER, SCOTT T  
 WENZEL, TODD A  
 432 BLUE ROCK ENERGY  
 BLUEROCK ENERGY  
 MASS MUTUAL FINANCIAL GROUP  
 NEW YORK ENERGY  
 NEWTON & WATERS  
 RICHARD L LOWENBERG OFFICE  
 SHOPIRO & MEYER ASSOC  
 STRAUB YOUNG & STOUT INC  
 TESTONE MARSHALL & DISCENZA  
 TESTONE MARSHALL DISCENZA  
 TMD CONSULTING & TECHNOLOGY  
 TOTAL ADVERTISING  
 YOUNG J WARREN  
 433 THEADORE, PAUL N  
 443 AMERICAN GENERAL LIFE INS CO  
 BLITMAN & KING  
 BLITMAN & KING LLP

## N FRANKLIN ST

2010

(Cont'd)

443 CNY WORKS  
 D B & B FINANCIAL SVC LLC  
 DERMODY BURKE & BROWN CPAS  
 FRANKLIN CENTER  
 H R PARTNERS

460 AMATO, PETERMICHA  
 ARNOLD, FRANCES P  
 BISTROVICH, FRANCES L  
 BIVIANO, JANET A  
 BLACK, GEORGE W  
 BLASI, LOUISE  
 BRANNING, MILLIE L  
 BRONNER, SANDY L  
 BROWN, BONNIE S  
 BROWN, ROSE M  
 BUSH, BENJAMIN B  
 CAMASTA, ANTHONY  
 CARNEY, RITA M  
 CLARK, DICK  
 CORSO, PHIL  
 COUGHLIN, DEBORAH L  
 DAMATO, PIETRO D  
 DENSLOW, CAROL A  
 DIBELLO, NICK T  
 DIEFENDORF, CATHERINE W  
 FARRELL, MARGARET N  
 FAVALO, CONNIE M  
 FAZIO, RONALD T  
 FRANKLIN SQUARE SENIOR HOUSING  
 FRISBIE, HANNAH W  
 FULLER, RAYMOND C  
 GOLDEN, THERESA L  
 GRAFF, MARYLOU  
 GRECO, FRANK  
 HAMILTON, MARY J  
 HAMMER, PATRICIA A  
 HARPER, ANNA  
 HUCKO, HARRY  
 HUNTER, RICHARD W  
 INTEGRATED SYSTEMS DESIGN INC  
 JONES, MARY A  
 KACZMAREK, NICHOLAS  
 KINNEY, DAVID  
 KOZICKI, IRENE G  
 KUCHARSKI, FRANK  
 LEWIS, DIANNA  
 LINZY, LAURA S  
 LIVINGSTON, VENICE M  
 LONG, CECELIA E  
 MAIER, LEONARD C



## N FRANKLIN ST

2010

(Cont'd)

460 MALORY, JOSEPH L  
MANWARING, CHRISTINE D  
MARTIN, ALBERTA  
MATTHEWS, B M  
MIELCARSKI, JOHN E  
MOSKAL, GRACE R  
MULHERIN, JOHN  
MULLEN, TERRANCE M  
NASH, NANCY J  
NEDERVELD, RONALD M  
NOWACK, DEBORAH I  
OSTERDALE, GLORIA P  
OVERWAY, DONALD  
PADDEN, JEAN D  
PAGANO, PENNY A  
PARR, GERALDINE E  
PARRILLO, AGNES T  
PERRIELLO, ROSE C  
PHILLIPS, CANDY L  
PLACONIO, PHYLLIS J  
PREASTER, MARTHA  
PRESTER, O J  
PUCINO, ANTHONY W  
REDMOND, TIMOTHY B  
REGER, RUDY J  
RESCH, ROBERT E  
ROBINSON, JOSEPH  
ROSARIO, LUIS  
ROSS, RUTH M  
ROTH, ROBERT F  
SANTOS, MARIA R  
SCOCCHERA, VIRGINIA N  
SECRETI, ROSEMARI M  
SERVETA, OLYMPIA  
SLOCHINS, DOROTHY M  
SMITH, DOROTHY C  
STANTON, KATHLEEN  
STEPHENS, CLARA S  
TAISEY, ROBERT G  
TENNIAL, CONNELL  
TERRERO, JENNY L  
TIMPANO, ROSALIE D  
TYMOFY, EILEEN T  
ULRICHS, BARBARA F  
VANGEL, GERTRUDE M  
VANPATTEN, GLEN  
WAGER, EDNA M  
WILBERT, ROGER W  
WILDER, LINDA L  
WILLIAMS, ARTHUR L

**N FRANKLIN ST**

**2010**

**(Cont'd)**

460      WOULF, IRENE M  
            WRIGHT, OTTO M  
600      OCCUPANT UNKNOWN,  
            SPINOSO REAL ESTATE GROUP

**SOLAR ST 2010**

- 101 FIESINGER, MICHAEL
- 115 ART OF YOU SALON
- BMCBEARD MILLER CO LLP
- DEFURIA, MARY G
- EHRET, BRIAN P
- FRANKLIN, KELLY
- FREEDOM OF ESPRESSO
- HESS CORP ENERGY MARKETING
- JOHNSON, CANDACE M
- NEW YORK WATER ENVIROMENT
- PARKER, LAWSON
- PROFENNO, LOUIS A
- RADLEY, NICHOLAS A
- RICHARD, CINDY A
- 158 SYRACUSE SCALE CO INC
- 163 SYRACUSE LITHOGRAPHING CO

**N FRANKLIN ST 2005**

402 AMBROSIA  
426 NAYNME INC  
429 ALTIERI, JOHN J  
BARGABOS, KELLY J  
BAXTER, SOOZAN  
BECK, ECKARDT  
CALAHAN, DIANE  
CHAPPELL, EUGENE J  
CHECKOSKY, BARBARA L  
CROUSE, JEFFREY  
CYMBRYLA, BONNIE M  
DANIELS, HEATHER D  
DEAGAN, ANDREW  
DESTEFANO, DONALD L  
GAZDA, JOHN E  
GEORGE, KRISTEN K  
GOODMAN, CHARLES S  
GRAFIX DESIGN INC  
GRILLO-FORD, DONNA  
HAYES, JOHN G  
HAZLEWOOD, JULIEANNE M  
HINMAN, ERIC  
JONES, CARRI A  
KEHOSKIE, JOSEPH S  
KORFF, SCOTT J  
LANGE, J A  
LEHMANN, DAVID P  
LOFTUS, MICHAEL  
MAHAR, PATRICK M  
MENON, MADHAVI  
MITTEN, BONNIE M  
MOWER, ERIC A  
OGATA, CHIYEKO  
PALMER, CAROLYN D  
QUINTON, KEVIN M  
RODAL, STEWART J  
SANTARO, MICHAEL A  
SCRUGGS, PATRICIA  
SELDEN, STEPHEN J  
SHUBMEHL, PAUL L  
STEP 2 TRAINING SYSTEMS  
SWIECK, ANDREW F  
TOGIAS, CHARLES S  
TUOZZOLO, SALLI  
VITALE, ANTONI G  
WEBB, THOMAS E  
WENZEL, TODD A  
YOUNG, WARREN W  
ZELIE, ALAN J  
432 LYNCOURT GRILLE INC

## N FRANKLIN ST

2005

(Cont'd)

432 TESTONE MARSHALL & DISCENZA LLP  
 TMD CONSULTING & TECHNOLOGY  
 433 THEADORE, PAUL N  
 442 ONSYR INC  
 443 DAVID AYOUB  
 EVEREST CONSULTANTS LLC  
 EVEREST CONSULTING LLC  
 HOME FUNDING FINDERS INC  
 R KOCH BUILDERS INC  
 460 BERGETT, FRANK M  
 BIVIANO, JANET A  
 BLACK, GEORGE W  
 BLASI, LOUISE  
 BRONNER, SANDY L  
 BUFFINGTON, KATHERYN M  
 BUSH, BENJAMIN B  
 CATALINO, HELEN D  
 CATHCART, JANE L  
 CLARK, FELICE C  
 DAVEY, CARMELLA L  
 DENSLOW, CAROL A  
 DIBELLO, JOHN D  
 DIBELLO, NICK T  
 DOOLITTLE, JEFFREY  
 FAZIO, PHYLLIS L  
 FITTS, DARYLE B  
 FLAHERTY, EDWARD M  
 FLANAGAN, FANNIE M  
 FRISBIE, HANNAH M  
 FULLER, RAYMOND C  
 GLATH, BARBARA J  
 GRAFF, MARYLOU  
 HAMILTON, MARY J  
 HAMMER, PATRICIA  
 HARPER, ANNA  
 HINDS, FLORENCE B  
 HOPKINS, RICHARD G  
 HUCKO, HARRY  
 JAMISON, B  
 JENNY TERRERO  
 KACZMAREK, ROSEMARY  
 KEEN, THERESA  
 KOZICKI, IRENE G  
 KUCHARSKI, FRANK  
 LECLAIR, EVELYN C  
 MAENPAA, ROSE C  
 MANWARING, CHRISTINE D  
 MIELCARSKI, JOHN E  
 MONTI, LYDIA  
 MOSKAL, GRACE R

**N FRANKLIN ST****2005****(Cont'd)**

460 NEDERVELD, RONALD M  
PADDEN, JEAN D  
PALLOTTA, CHRISTOPHER  
PARTNERSHIP PROPERTIES  
RAITI, SARAH G  
REGER, RUDY J  
REILLY, BETTY J  
RICHARD TRYTEC CONSULTING  
ROSS, RUTH A  
RUMBLE, GINNY M  
SCOCCHERA, V N  
SECRETI, R M  
SMITH, CHIRLEY M  
SMYTH, JANE H  
STEPHENS, CLARA U  
STRANGE, MAYDELL  
STREETS, JOHNNIE  
TAISEY, ROBERT G  
TERRERO, JOHNNY  
THENEY, VIRGINIA J  
THOMAS, WILLARD G  
THORPE, JOANNE  
TRAVERS, ISABELLE R  
TRYTEK, RICHARD I  
TYMOFY, EILEEN T  
ULRICHS, BARBARA F  
WALPOLE, ROBERT W  
WILBUR, DARLENE  
WILLIAMS, ARTHUR L  
WILSON, R H  
WOJENSKI, RICHARD A  
WOOD, JAMES  
YOUNG, JOHN J  
ZEMENZ, CARL H

**SOLAR ST 2005**

101	CAMILLUS VILLAGER APARTMENTS GREEN BARNS LLC SUTTON CO THE
115	HANCOCK, STEWART
158	SYRAC CALES INC
163	SYRACUSE LITHOGRAPHING CO
227	SALDOT CORP

**N FRANKLIN ST 2000**

426 ROMANS RESTAURANT  
 429 ASHMAWY, YESSIN  
 BENJAMIN, J P  
 BORNSTEIN, LYNDA L  
 CHAPPELL, EUGENE  
 COOK, AMANDA E  
 DAVISON, PETER B  
 DEROSA, DAPHINE  
 EDMONDS, THOMAS  
 EPOCH, HAROLD J  
 FIX, CARRIE C  
 FRAZIER, JOHN P  
 GAZDA, JOHN E  
 GOODMAN, CHARLES  
 HALTON ROBERT S  
 HALTON, JULIA C  
 HAYES, J  
 J C MOWER CONSULTANTS  
 JONES, CARRI A  
 KELLY, GERALD F  
 KENAN, STEVE  
 LANGE, J A  
 LAPENTA, N  
 LEHMANN, DAVID  
 LOFTUS, MICHAEL  
 LOGAN, LYNDA L  
 MAGGIO, DENISE J  
 MCCLAVE, KEVIN P  
 MOWER, ERIC  
 MOWER, J C  
 NILAND, DENNIS  
 RADOL, STEWART  
 RITTGERS, DONALD L  
 ROE, MATTHEW J  
 SANTARO, MICHAEL  
 SHUBMEHL, PAUL  
 SIGOURNEY, M  
 STILES, CURTIS G  
 SWIECK, ANDREW F  
 TOGIAS, CHARLES  
 TUCCI, PAT  
 WEBB, THOMAS E  
 YOUNG, WARREN  
 432 GLOMAC PLASTICS INCORPORATED  
 442 CONNECTIONS TANNING  
 460 BARRETT, CHARLES  
 BENZ-STAGNITTI, E P  
 BERGETT, FRANK M  
 BIFANO, NANCY  
 BLACK, GEORGE W



## N FRANKLIN ST

2000

(Cont'd)

460 BLAIR, GEORGE H  
BLASI, L  
BONNIE, B  
BUFFINGTON, K M  
BURDICK, MARY J  
BURGESS, M V  
BUSH, BEN B  
CAPPALLO, V M  
CHASE, GORDON A  
CHRISTOU, LENA  
CLARK, FELICE  
COUGHLIN, EDWARD M  
DAVEY, C  
DELGIORNO, G  
DIBELLO, NICK  
DOOLITTLE, JEFFREY A  
DOUGHERTY, MARY L  
DUMBLUSKEY, DOMINIC P  
EARL, R  
ELLIS, CARROLL A  
FALTER, CHARLES A  
FARRANCE, PHILLIP J  
FREMONT, I  
FULLER, RAYMOND C  
GANLEY, LUKE P  
GAUTHIER, MARIA  
GLATH, K L  
GNATOWSKY, M  
GRUBBE, HERBERT  
HALL, MATTIE  
HALSTEAD, E  
HAMMER, P  
HARPER, A  
HERRIMAN, P I  
HINDS, F  
HOLMES, J  
JONES, GEORGE  
KACZMAREK, R  
KAPLAN, SAM  
KEEN, T  
KEYSER, MARY J  
KOSLOSKI, CHARLES E  
KUCHARSKI, FRANK  
MAENPAA, ROSE  
MANWARING, C D  
MECCARIELLI, A  
MONTI, LYDIA  
MOSER, THOMAS  
MOWER, L  
OCONNOR, JOHN W

**N FRANKLIN ST      2000      (Cont'd)**

460    OVCHAR, TROFIM  
PARRILLO, PETER  
PICCIOTTO, JOSEPH  
PIESINS, M  
PRIDE, ORIE  
REESE, WILLIAM T  
ROSEN, A R  
ROSS, R  
RUEDIGER, JANET  
RUMBLE, GINNY  
SACKETT, MARION  
SMYTH, J H  
SPEICH, M M  
STEPHENS, U C  
STREETS, JOHNNIE  
TOGIAS, CHARLES S  
TRIVERS, I  
TRYTEK, RICHARD  
VENTAFIDO, D F  
WHALEN, E  
WITTHOEFT, K C  
WOOD, JAMES E  
YOUNG, JOHN J  
ZAULUMS, ERIKA  
ZEMEN, EMILY  
ZOBKIW, WILLIAM

**SOLAR ST 2000**

- 101 FRANKLIN SQUARE ASSOCIATES
- 158 ATLAS SCALES  
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
- 540 ATLANTIC REFINING & MARKETING CORPORATION
- 545 MIRABITO FUEL GROUP

**N FRANKLIN ST 1995**

426 ROMAN'S RESTAURANT  
 ROMAN, C P  
 ROMAN, CHARLES P  
 SHUFFLES PIZZA

429 BERSIN, ADAM S  
 CHAPPELL, EUGENE  
 CYMBRYLA, BONNIE  
 EPOCH, HAROLD J  
 GAZDA, J E  
 GOODMAN, CHARLES  
 HALTON, ROBERT S  
 J C MOWER CONSULTANTS  
 KELLY, JERRY  
 LANGE, J ANDREW & M Y  
 LOFTUS, MICHAEL & JEAN  
 MCCLAVE, KEVIN P  
 MOWER J C CONSULTANTS  
 MOWER, J C  
 MOWER, JUDY & ERIC  
 SANTARO, MICHAEL  
 TOGIAS, CHARLES S  
 WEBB, T EDMUND  
 YOUNG, WARREN & BETSY

432 GLOMAC PLASTICS INC

442 CAP REALTY & DEVELOPMENT CORP  
 SYRACUSE RESTORATION INC  
 TOMPKINS FABRICS INC  
 U S DIAPERS MANUFACTURERS INC

455 HURBSON OFFICE FURNISHINGS-WAREHOUSE

460 ANCHIKITES, J  
 BAILEY, V  
 BARNES, MARGARET  
 BARRETT, CHARLES  
 BIELECKI, E P  
 BLASI, L  
 BRANCH, J  
 BRANCH, SHIRLEY  
 BRENNAN, GLADYS  
 BRENNAN, R M  
 BRONNER, JOHN F  
 BURGESS, M V  
 BUSH, BEN B  
 BUTLER, G  
 CAPOGRECO, BRUNO  
 CARTER, H  
 CATALANO, ANTHONY  
 CHRISTOU, LENA  
 CIOCCO, JOSEPH  
 COSTELLO, FRANCIS  
 COUGHLIN, EDWARD M

## N FRANKLIN ST

1995

(Cont'd)

460 CRENO, DOMINICK  
 DE LAURIER, BARBARA J  
 DETOR, MICHAEL P  
 DUMBLUSKEY, DOMINIC P  
 DYESS, ROSABELLE E  
 EARL, R  
 FARRANCE, PHILP J  
 FLANAGAN, C J  
 FREMONT, I  
 GANLEY, LUKE P  
 GARAFANO, R & D  
 GARRISON, M L  
 GRANT, JOHN L  
 HALL, MATTIE  
 HAMMER, P  
 HARPER, A  
 HERRIMAN, P I  
 HERRMANN, JOHANNA  
 KACZMAREK, NICHOLAS  
 KENNEDY, R  
 KEYSER, M J  
 KREBS, F W  
 KUCHARSKI, FRANK  
 LIEPINS, E  
 MAENPAA, ROSE  
 MC DONALD, S  
 MONROE, H  
 MOWER, L  
 OVCHAR, TROFIM  
 PIESINS, M  
 PLUMRIDGE, JOSEPH K  
 PLUMRIDGE, M & T  
 ROSEN, A R  
 RUMBLE, KEN & GINNY  
 SMITH, NICHOLAS C  
 SNELL, M L  
 SORRENDINO, A M  
 STACY, CHARLES A  
 STEPHENS, U C  
 TRAVERS, ISABELLE  
 WELLS, D A  
 WITTHOEFT, K C  
 YOUNG, JOHN J  
 ZOBKIW, WILLIAM

600 BORDEN INC-RESEARCH CENTRE

**SOLAR ST 1995**

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

**N FRANKLIN ST 1992**

426 ROMAN RESTRNT  
 ROMAN, C P  
 ROMAN, CHARLES P  
 429 BENVENUTI, ROBERTA  
 CHAPPELL, EUGENE  
 DAITCHMAN, MURRAY  
 DOWNHAM, JAMES  
 GAZDA, J E  
 J C MOWER CONSULTANTS  
 KELLY, JERRY  
 LANGE, J ANDREW & M Y  
 MOWER J C CONSULTANTS  
 MOWER, J C  
 MOWER, JUDY & ERIC  
 432 GLOMAC PLASTICS INC  
 442 CAP REALTY & DEVELOPMENT CORP  
 SYRACUSE RESTORATION INC  
 TOMPKINS FABRICS INC  
 U S DIAPERS MANUFACTURERS INC  
 455 HURBSON OFFICE FURNISHINGS-WAREHOUSE  
 460 BAILEY, V  
 BIRT, M L  
 BLASI, L  
 BRANCH, J  
 BRENNAN, R M  
 BRONNER, JOHN F  
 BUSH, BEN B  
 BUSTIN, ROBERT J  
 CANALE, R L  
 CAPOGRECO, BRUNO  
 CASEY, CARL  
 CIOCCO, JOSEPH  
 CRENO, DOMINICK  
 DIXON, M I  
 DIXON, PATTIE G  
 DONALDSON, JAMES R  
 DUMBLUSKEY, DOMINIC P  
 DYESS, ROSABELLE E  
 EARL, R  
 FLANAGAN, C J  
 FREMONT, I  
 GIEBEL, CECELIA  
 GRANT, JOHN L  
 HALL, MATTIE  
 HAMMER, P  
 HARPER, A  
 HAYES, FLOYD V  
 HERRIMAN, P I  
 KREBS, F W  
 LIDSTONE, S C

**N FRANKLIN ST 1992 (Cont'd)**

460 LIEPINS, E  
MC DONALD, S  
MC GUIRE, C J  
MCCUE, DOROTHY  
MONROE, H  
OVCHAR, TROFIM  
OWENS, CONCETTA  
PALLADINO, LURA M  
PIESINS, M  
PLUMRIDGE, M & T  
ROSEN, A R  
RUSSO, A L  
SCHINTO, J D  
SHANGRAW, M  
STEPHENS, U C  
SUPIRO, MAX  
WELLS, D A  
WITTHOEFT, K C  
WOJCIK, MICHL R  
ZOBKIW, WILLIAM  
600 BORDEN INC-RESEARCH CENTRE



**SOLAR ST 1992**

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

**N FRANKLIN ST 1988**

	<b>53</b>	408 Arr
<b>FRANKLIN ST N -FROM 300 ERIE BLVD</b>		Sur
<b>WEST TO PLUM</b>		410 Sha
<hr/>		
ZIP CODE 13202		
100 Four Clinton Square (Rear Ent)		<b>FRISBI</b>
101 Niagara-Mohawk Power Bldg (Side Ent)		<b>SOUT</b>
WEST GENESEE INTERSECTS		
109 Vacant		ZIP C
WEST WILLOW ST INTERSECTS		PIONI
202 Vacant		100 Har
208 N & H Tap Room restr 471-9511		101★Bel
210 Andy's Cycle Shop mtrcycles 474-1393		102 Shi
212 Blue Skies tavern 424-9870		103★Fal
214 R B Bike & Collision mtrcycle 422-6449		104 Vac
216 Vacant		105 Fra
HERALD PL INTERSECTS		106 Ten
MARNELL AV ENDS		107 Kea
		108 Vac
	<b>125</b>	109 Dal
INTERSECTS 690 INTERSECTS		110 Wil
BUTTERNUT ST BEGINS		111 Huc
CONRAIL INTERSECTS		112★Tap
ZIP CODE 13204		113★Pye
411 Central Auto Recycling Inc 471-3141		114 Stev
418 Vacant		115 Min
426 Roman's Tavern 471-9874		116 Nea
427 Rescue Mission Workshop For The Handicapped 422-7221		117 Vac
432 Glomac Plastics Inc injection molding 474-7564		118 Bra
437 Vacant		119★Da
Vacant		120 Grif
GENANT DR BEGINS		121 Kill
441 Feldman-Mondlick Inc roofing & siding contr 478-3104		122 Jon
442 Kencap Products Inc importer 476-4014 Tompkins Fabrics Inc mfrs 476-5354		123 Mc
452 Niagara Mohawk Natural Gas franklin st sta		124 Boa
455 Hurbson Ofc Equip Co Inc (Whse) 475-1999		125 Rya
Syr Chair & Party Rental Whse		126 Ray
PLUM ST ENDS		127 Gra
600 Borden Consumer Products Research Cntr laby 474-8526		128 Gill
		129 Sha
		130★Sm
		131 Vac
		133 Odo
		135 Bon
		137 Jon
		139 Sco
		141 Mat
	<b>53</b>	143 Vac
<b>FRANKLIN ST S -FROM 301 ERIE BLVD</b>		145 Vac
<b>W SOUTH TO 300 WEST JEFFERSON</b>		147 Vac

**SOLAR ST 1988**

<p>8 798</p>	<p>105 Polly Michl L © 492-0890 106★Hauman Eug © 107 Moorhead Danl W © 469-3659</p>	<p>Wall Covering</p>
<p>113 GFIELD RD E</p>	<p><b>SOLAR ST -FROM 500 PLUM ST NORTHWEST TO 400 W HIAWATHA BLVD</b></p> <p>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</p>	<p>Epoxy and Urethane Applications Tank Linings Sand Blasting</p>
<p>8647  (Rental</p>	<p><b>125</b></p> <p>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 &amp; Marketing Corp oil 424-1746 545 Citgo Petroleum Corp oil &amp; gasoline dlrs 422-3380 Claus Tire Inc 472-4391</p>	<p>Concrete Flo Cleaning &amp; Seamless Seal Building - Fac Restorations</p>
<p>7</p>	<p><b>102</b></p> <p><b>SOMERSET RD -FROM 1400 BROAD SOUTH TO CITY LINE</b></p> <p>ZIP CODE 13224</p>	<p>Graffiti Removal</p>



N FRANKLIN ST 1983

129 Yavorsky Sophie R Mrs © 446-6274  
140 Chaumonot House diocese syr 446-7228

100 R  
101★N

FRANKLIN ST NORTH —FROM 300 ERIE  
BLVD WEST TO PLUM

53

102 S  
103 C

ZIP CODE 13202

100 U S Post Office (Side Ent)  
101 Niagara-Mohawk Power Bldg (Side Ent)  
WEST GENESEE INTERSECTS

104 F  
105 F  
106★E

109 Vacant  
WEST WILLOW ST INTERSECTS

107 B  
108★S

202 Andy's Cycle Shop  
208 N & H Tap Room restr 471-9511

109 D  
110 N

210 Vacant  
212 Hard Times Cafe tavern 424-9870

111 H  
112 N

No Return  
214 R B Bike & Collision 422-6449

113 B  
114 J

216 Vacant

115 M  
116 L

218 Ms T's  
HERALD PL INTERSECTS

117 E  
118 B

300 Syracuse Herald Bldg (Side Ent)  
MARNELL AV ENDS

119 B  
120 G

125

INTERSECTS 690 INTERSECTS  
BUTTERNUT ST BEGINS

121 T  
122 J

CONRAIL INTERSECTS  
ZIP CODE 13204

123 B  
124★W

411 Central City Used Parts Inc auto 471-3141  
418 De Marco's Plaza Restr 471-4713

125★R  
126 D

426 Roman's Grill tavern 471-9874  
427 Rescue Mission Workshop For The

127★G  
128 C

Handicapped 471-9512  
432 Glomac Plastics Inc injection molding

129 C  
130 S

474-7564  
437 J R B Leasing

131 B  
133★O

GENANT DR BEGINS

135 G  
137 J

441 Feldman-Mondlick Inc htg & vent contr  
478-3104

139 S  
141 M

442 Kencap Products Inc importer 476-4014  
Tompkins Fabrics Inc mfrs 476-5354

143★H  
145 W

452 Niagara Mohawk Natural Gas franklin st  
sta

147 St

455 Vacant

FURM  
SAL

PLUM ST ENDS

ZIP

600 Borden Inc mince meat div 422-8143  
Borden Foods Div Of Borden Inc laby  
474-8526

111 V  
116 P

53

FRANKLIN ST SOUTH —FROM 301 ERIE  
BLVD W SOUTH TO 200 WEST

M  
J

124 F  
C

Pi  
129 B

130 Pi  
131 AD

IT  
S  
IT

ERS

.Y.

cial

# SOLAR ST 1983

138 Avery Richd H © 469-3553  
KIMBER AV INTERSECTS  
214 Apartments  
1 Cromartie J E 492-3842  
2 Soroka Geo A 492-3505  
3 Clark Kenneth W 492-1991  
4 Tradup Jean G 469-5184  
219 Drew Thos 469-4706

113

**SMITH ST —FROM 225 SPRINGFIELD RD  
NORTH TO 2876 ERIE BLVD E**

ZIP CODE 13224

401 De Witt Heights apts 446-8647  
1a Vacant  
2a★Cole Henry  
3a★Reddick M 445-2564  
4a★Aiello Pasqual 445-2713  
5a Vacant  
6a★Fenerty R  
7a Hairston  
8a Massena Michl  
9a★Gillette R  
10a Vacant  
11a Vacant  
12a Moore Iris  
13a★Dunbar G  
14a★Norris T  
15a Utility Room  
16a★Chafee J  
1b Hutchinson  
2b Vacant  
3b Vacant  
4b Vacant  
5b★Hairston H  
6b Cefaratti Joseph A 446-4958  
7b Vacant  
8b Vacant  
9b Vanderpool R  
10b★Potter J Jr  
11b★Burgoin R  
12b Vacant  
13b★Mackey D  
14b★Green J L  
15b★Borwski B  
16b★Paul R  
1c★Miller J P  
2c★Shanahan W J 445-1088  
3c★Bonfardeci L  
4c Vacant  
5c★Jones W R  
6c★Botterhorn C  
7c★Mc Carthy M  
Vacant (3 Apts 8c-10c)  
11c★Magari D  
12c Vacant  
13c★Stoddard Scot D 445-0328  
14c Vacant  
15c Utility Room  
1d Vacant  
2d D'Antonio Lawrence 445-1683  
3d Kennedy Edw  
4d Naymik Peter  
5d Vacant  
6d★Decker H  
7d★Mitchell D  
8d Vacant  
9d Vacant  
10d★Martens T  
11d★Petrykowski K  
12d★Trombley C

92

**SNELL TER —FROM 115 PHELPS PL  
NORTH TO 120 ARSENAL DR**

ZIP CGDE 13205

102 Gray Leslie F © 469-1998  
105 Polly Michl L © 492-0890  
106 Bujak John F © 469-6229  
107 Norton Martin A 492-9632

31  
OOD AV

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  
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

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  
430 Vacant  
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 1400 BROAD  
SOUTH TO CITY LINE**

ZIP CODE 13224

114 Johnson Robt F © 446-8623  
115 Turner Philip J © 446-4362  
118 Greenfield Shirley A © 446-4861  
119 Kurz Oscar © 446-6297  
122 Mc Burney Donald B mfrs rep © 446-0815  
123 Denis Margarete U Mrs © 446-4478  
127 Helmer Robt C © 446-5126  
128 Sullivan David T © 446-6078  
131 Margolis Harold © 446-4243  
134 Davidson Robt W © 445-0671  
135 Cleveland Gerald A © 446-4795

66

**SOUTH AV —FROM 601 WEST  
ONONDAGA SOUTH TO CITY LINE**

ZIP CODE 13204

119 Gaynor-Maslyn Funeral Home 475-8328  
Gaynor Esther Mrs 475-8328  
126★Griffin Charles  
★Webb John ©  
127 Altman The furn rooms 478-9403  
★Garry R L 422-9621  
130 Vacant  
133 Vacant  
134 Apartments  
★Sawyer L  
★Hornsby Frank 479-8438  
★House Saml  
★Chadwick C  
Alexander Jacqueline  
Mellon Wm  
135 Barry Molly 486-1093  
136 Vacant  
137 Vacant  
137½ Martin Leonard  
Cox Joanna  
139 Vacant  
139½ Vacant  
140 Vacant  
141 Apartments  
Vacant  
143½ Vacant  
144 Lawrence Michl P 475-2732  
146 Zappia Marion H Mrs © 476-7665  
147 Vacant  
153 Zelvis Johanna Mrs © 476-8109  
154★Jones Horace  
★Hain M  
★Ferguson Edw  
159 Martineau Walter  
Aldrich Sally  
160 Vacant  
GRANT PL BEGINS  
164 Apartments  
Vacant  
168★Seamen Harold  
★Hamilton John  
Kincaid Mattie  
★Simpson Tillman 471-9188  
Rhine Henry  
No Return  
WHITE ST BEGINS  
202★Herndon Rocky 475-2845  
207 Grant Place Park playground  
210 Franklin Art Theatre Parking Lot  
217 Vacant  
219 Vacant  
220 Vacant  
221 Vacant  
224 Thomas Geo © 478-7298  
226 South Avenue Market gro 475-0406  
227 Tippin-In Lounge 478-9011



N FRANKLIN ST 1978

111

6 305 Vacant  
 310 Apartments  
 17\*Faulkner Darwin  
 18\*Low Richard  
 19\*Sweeney Thomas  
 20\*Redfern James  
 21\*Liaconiah Donna  
 22 Smith Otis

EAST GENESEE INTERSECTS

FOUNTAIN ST —FROM 224 GERTRUDE  
SOUTHEAST TO 613 HAWLEY AV

ZIP CODE 13203

102\*Webster Marie  
 104 Mollura Biagio @ 472-1256  
 106 Warmuth Judith A @ 472-2005  
 Frigon Raymond W Jr 472-1250  
 \*Lauzon Henry W 474-2627  
 107 Barnes Geo F @ 479-8617  
 109\*Johnson R  
 110 Backus Alice J Mrs @ 422-5523  
 111 Wade Nellie Mrs  
 112 Washington Sinas @ 479-7586  
 6478 113 Vacant  
 114 Skipworth C & Sons Trucking Co 472-3027  
 Skipworth Betty  
 439 115 Bailey Luther @ 476-4504  
 116 Fitzgerald Helen F Mrs @ 478-8621  
 117 Mitchell Jimmie  
 118 Tolerico Francis M @ 472-5100  
 119 Vacant  
 121 Catalano Joseph 479-9959  
 122 Rimualdo Mary Mrs @ 474-1837  
 123 Jones Harry Jr @ 479-8840  
 124 Widger Robt E @ 479-5297

113  
 FOXBORO RD —FROM 526  
 MOUNTAINVIEW AV SOUTH TO 519  
 FAYETTE BLVD

ZIP CODE 13224

111 Reimann Robt C @ 446-5968  
 112 Vacant  
 116 Silkey Robt H @ 446-6164  
 117 Misoff Mitchell G @ 446-5277  
 28 122 Dwyre Veronica R Mrs @ 446-6284  
 WATER 123 Schiby Maurice @ 446-4315  
 128 Stephens Floyd W @ 446-7424  
 129 Yavorsky Michl J @ 446-6274  
 ECTS 140 Aquinas House diocese syr 446-7228

125  
 FRANKLIN ST NORTH —FROM 300 ERIE  
 BLVD WEST NORTH ACROSS PLUM

ZIP CODE 13202

100 US Federal Building (Side Ent)  
 101 Niagara-Mohawk Power Bldg (Side Ent)  
 WEST GENESEE INTERSECTS  
 109 Genesee Plaza Restaurant (Side Entr)  
 WEST WILLOW INTERSECTS  
 208 N & H Tap Room 471-9511  
 210 Byrne J P & Co Inc (whse)  
 212 Cat's Meow tavern 424-9870  
 214 Byrne J P & Co Inc (Stge)  
 216 Vacant  
 218 Bamboo Room (Side Ent)  
 300 Syracuse Herald Bldg (Side Ent)  
 301 United Parcel Service Garage (Side Ent)  
 HERALD PL INTERSECTS  
 MARNELL AV ENDS  
 ROUTE 690 EXPRESSWAY INTERSECTS  
 BUTTERNUT ST BEGINS  
 CONRAIL INTERSECTS  
 ZIP CODE 13204  
 411 Central City Used Parts Inc auto 471-3141  
 418 De Marco's Plaza Restr 471-4713  
 426 Roman's Restaurant tavern 471-9874  
 427 Rescue Mission Workshop For The  
 Handicapped 422-7221  
 432 Glomac Plastics Inc injection molding  
 474-7564  
 437 Vacant

Dave's Truck Service repr 422-0464  
 GENANT DR BEGINS  
 440 Vacant  
 441 Feldman Phil & Sons Inc htg & vent  
 contr 478-3104  
 Butler Fence Inc contrs 422-8410  
 442 Vacant  
 452 Niagara Mohawk Natural Gas franklin st  
 sta  
 86 455 Roy Furniture Co Inc 474-2414  
 Roy Furniture Company Inc whse  
 474-2414  
 44 PLUM ST ENDS  
 600 Borden Inc mince meat div 422-8143  
 Borden Foods Div Of Borden Inc (Research  
 Centre) laby 474-8526

53  
 FRANKLIN ST SOUTH —FROM 301 ERIE  
 BLVD W SOUTH TO 300 WEST  
 JEFFERSON

ZIP CODE 13202

98 Holiday Ford (Side Ent)  
 101 Holiday Ford (Parking Lot)  
 W WATER ST INTERSECTS  
 108 Dutch Parking 471-7030  
 130 Tartaglia Frank Inc railroad contr  
 422-5916  
 Vacant  
 W WASHINGTON INTERSECTS  
 200 O'Donnell Parking Lot 476-5311  
 201 Syracuse Mall Garage 474-5981

54  
 W FAYETTE ST INTERSECTS

300 Crown Hotel (Side Entrance)  
 304 Vacant  
 306 Franklin Street News books  
 307 Vacant  
 308 Vacant  
 309 Office Building  
 Rooms  
 Syracuse Federation Of Labor Bldg  
 100 Labor Temple  
 101 Vacant  
 201 Vacant  
 203 Cement Masons Local 519 471-7002  
 204 Cement Masons Fund Office Local 519  
 471-7575  
 205 Millwrights & Mach Erectors Union  
 Local 2355 422-2612  
 301 Bridge Structural And Ornamental  
 Iron Workers  
 302 Roofers Local 195 (Fund Ofc) 471-0011  
 303 Roofers Local 195 471-0955  
 304 Sheet Metal Wkrs Intl Asan Loc 58  
 472-4411  
 305 Sheet Metal Wkrs Loc 58 (Welfare &  
 Pension Funds) 472-4413  
 307 Vacant  
 314 Greater Syracuse Labor Council  
 422-3363  
 314 Syracuse New York Building &  
 Construction Trades 422-3573  
 400 Vacant  
 401 Vacant  
 402 Building Laborers Union Local 40  
 471-7260  
 403 Vacant  
 404 Vacant  
 405 Human Resources Development  
 Institute 422-5189  
 406 Vacant  
 310 Vacant  
 311 Bakery & Confectionery Fcty Wkrs Union  
 Local 116 471-0358  
 312 Wallon A J Inc bookbinding 471-3811  
 313 Vacant  
 314 Earlco Food (Side Entrance)  
 315 Grace Joe Amoco Station 471-9367  
 WALTON ST INTERSECTS  
 402 Tanny Printing Co 422-9313  
 406 Vacant  
 408 Salt City Building  
 Vacant  
 Nichols Trucking Co 471-7469

1000  
 Sewers — Drains and Pipeline Cleaning  
 So. Salina St. Syracuse, N. Y. 13205 (315) 476-3118

127 E. WASHINGTON ST. SYRACUSE, N. Y.

HAWLEY E. VAN SWALL, SENIOR MEMBER

SOLAR ST 1978

289

219 Vacant

SMITH ST -FROM 225 SPRINGFIELD RD NORTH TO 2876 ERIE BLVD E

- ZIP CODE 13224
401 De Witt Heights apts 446-8090
1a Vacant
2a\* Coble Linda
3a\* King Larry
4a\* Cruse Bernie
5a\* Leicher Albert
6a\* Miller Harold
7a\* Rudolph Ray
8a Vacant
9a Whitwell Robt
10a Barnes Russell 445-0622
11a\* Pratt Linda
12a\* Durant Denis
13a\* Jones Kenneth
14a\* Vincent Joseph
15a Utility Room
16a\* Mc Kenzie Robt Jr
1b Smith B
2b Vacant
3b\* Murphy Jim
4b\* Collins Joan
5b\* Spencer Charles
6b Vacant
7b Vacant
8b Zuk Paul W 446-8115
9b\* Watson Elaine

101

HTS)
MBERTH

ousing

120

E DR

24

DORE AV
SVILLE

ing S U

31

WOOD AV

SNELL TER -FROM 115 PHELPS PL NORTHERLY TO 120 ARSENAL DR

- ZIP CODE 13205
102 Gray Leslie F @ 469-1998
105 Polly Michl L Jr @ 492-0890
106 Vacant
107 Norton Martin A 492-9632

5

469-7041

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

- 203 Young C W Mfg Corp hardboard fabricators 422-1643
220 Rotondo Warehouse Receiving
227 Mortensen Business Forms Inc 476-7496
Midstate Elevator Co Inc mtce 422-6109

- 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

32

SOMERSET RD -FROM 1400 BROAD SOUTH TO CITY LINE

- ZIP CODE 13224
114 Johnson Robt F @ 446-8623
115 Turner Philip J @ 446-4362
118 Greenfield Robt H @ 446-4861
119 Kurz Oscar @ 446-6297
122 Mc Burny Donald B mfrs rep @ 446-0815
123 Denis Margarete U Mrs @ 446-4478
127 He'mer Robt C @ 446-5126
128 Sullivan David T @ 446-6078
131 Margolis Harold @ 446-4243
134 Davidson Robt W @ 445-0671
135 Cleveland Gerald A @ 446-4795

102

Estab

SOUTH AV -FROM 601 WEST ONONDAGA SOUTH TO CITY LINE

- ZIP CODE 13204
119 Gaynor-Maslyn Funeral Home 475-8328
Gaynor Edw F 475-8328
126 Voss Mary Mrs 478-8322
127 Altmar The furn rooms 478-9403
Skinner Lawrence C
130 Smith Maynard W real est broker @ 478-3416
133\* Stearns Philip
134 Dorsett Mary F Mrs 472-2479
\*Price Cheryl
\*Hadley Leon
Works James E
135 Barry Molly 476-1093
136 Vance Alice J Mrs
137 Jonas Joseph P 478-1639
137 1/2 Feigenbaum Alex Mrs 476-8123
139\* Howell Gilbert
139 1/2\* Franklin Karen
140\* Williams Betty Mrs
\*Golden Anthony
\*Johnson Benj
\*Riley Judson A
Tift Harold L 475-5072
141\* Rhodes Robt
Szykowski Joan
\*Rutledge Joe N
Haskins Karen
\*Blaisdell Carol
\*Bishop Sandra
\*Randolph Jewel Mrs
Rubenstein Kath G 476-1355
\*Harrie Eddie
143 Alexander Jackie A 471-8965
143 1/2\* Holmes Cora M Mrs
144 Vazquez Elvia Mrs
Lawrence Michl P 475-2732
146 Zappia Marion H Mrs @ 476-7665
147 Vacant
153 Zelvis Charles @ 476-8109
154\* Roberts Maxine
\*Anderson Darrell
\*Schreck Eddie
\*Reed Irene Mrs
159\* Tucker Gloria
\*Chapman Ruby M Mrs
160\* Brown Otis

66



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BY

ate Main Office 472-6666 24 HOUR SERVICE
Central - 531 Oak St. 472-6666 RESIDENTIAL SALES EXPERTS
East - 4623 E. Genesee 446-2280 APPROUSING - FINANCING



**N FRANKLIN ST 1972**

<b>N FRANKLIN ST—Contd</b>	<b>311</b>
210 Byrne J P Co Inc (whse)	
211 Vacant	<b>312</b>
212 Mouse Trap Lounge 471-9523	<b>313</b>
No Return	<b>314</b>
214 Byrne J P & Co Inc (Stge)	<b>315</b>
216 Prasant Helen	
<b>HERALD PL INTERSECTS</b>	<b>W</b>
<b>MARNELL AV ENDS</b>	<b>402</b>
<b>ROUTE 81 EXPRESSWY INTERSECTS</b>	<b>406</b>
<b>BUTTERNUT ST BEGINS</b>	
<b>ZIP CODE 13204</b>	<b>408</b>
411 Central City Used Parts Inc 471-3141	
418 Franklin Lunch & Grill 471-9886	<b>410</b>
<b>FRANKLIN AL BEGINS</b>	
426 Roman's Restaurant tavern 471-9874	
Roman Theo ©	<b>FRI</b>
432 Glomac Plastics Inc injection molding 474-7564	<b>ZI</b>
427 Rescue Mission Workshop For The Handicapped 472-7221	<b>100</b> <b>101</b>
437 Vacant	<b>102</b>
Dave's Truck Service repr 422-0464	<b>103</b>
Rooms	<b>104</b>
200 Vacant (Rm 200-Rm 400)	<b>105</b>
440 General Pressed Metal Co mfr metal stampings 471-1128	<b>106</b> <b>107</b>
441 Feldman Phil & Sons Inc htg & vent contr 478-3104	<b>108</b> <b>109</b>
Technical Fabricators Inc steel fabricating 474-2409	<b>110</b> <b>111</b>
442 Syracuse Paper & Twine Co Inc 474-8233	<b>112</b>
<b>GENANT DR BEGINS</b>	<b>113</b>
452 Niagara Mohawk Natural Gas franklin st sta	<b>113<sup>1</sup></b> <b>114</b>
455 Roy Furniture Company Inc whse 474-2411	<b>115</b> <b>116</b>
<b>PLUM ST ENDS</b>	<b>117</b>
600 Borden Inc mince meat div 422-8143	<b>118</b>
Borden Foods Div Of Borden Inc (Research Centre) laby 474-8526	<b>119</b> <b>120</b>
	<b>121</b>
	<b>122</b>
	<b>53</b>
<b>FRANKLIN ST SOUTH —FROM ERIE</b>	<b>123</b>
<b>BLVD W SOUTH TO 200 WEST</b>	<b>124</b>



SOLAR ST 1972

106 Gray Genevieve H © 469-4578  
107 Lira J R 469-7603

Lan  
160 San  
Knc

SOLAR ST —FROM 115 PHELPS PL  
NORTHERLY TO 120 ARSENAL DR

94

161 Cav  
Tor  
Sny  
Mer

ZIP CODE 13204

GRAN

127 King Laboratories Inc mfr radio tube  
parts 471-8123

164 Blal  
Hur  
San

156 United Board & Carton Corp box mfrs  
471-5114

Coll  
Oliv

163 Syracuse Lithographing Co Inc 422-0326  
WEST DIVISION INTERSECTS

168 Spu  
Will

201 Vacant

Den

203 Young C W Mfg Corp hardboard  
fabricators 422-1643

Rya  
Will

227 Vacant

Mur

SPENCER ST INTERSECTS  
KIRKPATRICK ST INTERSECTS

32

201 Apa

418 Vacant

1 Fay

425 State Barge Canal (Terminal) 471-4824

2 Vac

475 Texaco Inc oil 471-1136

3 Cal

BEAR INTERSECTS

4 Cla

500 Shell Oil Co 422-0243

5 Joh

540 Atlantic Richfield Co oil 472-8311

6 Vac

545 Cities Service Oil Co Inc 422-3380

7 Vac

Elliott's Don Fuel Service Inc 422-8177

8 Cal

9 Vac

10 M

11 Va

12 Va

SOMERSET RD —FROM 1400 BROAD  
SOUTH TO CITY LINE

102

WHIT

ZIP CODE 13204

202 Hov

203 Moo

204 Sear

N FRANKLIN ST 1968

	140 LE MOYNE COLLEGE-INTERNATIONAL HOUSE	20:
	-----	30
	125	30:
	FRANKLIN ST NORTH -FRDM ERIE BLVD	30:
	WEST NORTH ACROSS PLUM	30:
86	US FEDERAL BUILDING	30:
	---MECHANIC BEGINS	
	---WEST GENESEE INTERSECTS	30:
	---WEST WILLOW INTERSECTS	
	20B N & H TAP ROOM TAVERN GR1-9511	
	210 BYRNE J P CD INC WHSE	30:
	211 VACANT	30:
	212 VACANT	
	VACANT	31
	214 BYRNE J P & CO INC TIRE RETREADING SHOP 474-3305	31
	---HERALD PL INTERSECTS	
	---MARNELL AV ENDS	31
	---WEST BELDEN AV INTERSECTS	
	---WEST LAUREL ENDS	40
	411 CENTRAL CITY USED PARTS INC GR1-3141	40
	---NYCRR BRIDGE	40
OF	418 FRANKLIN LUNCH & GRILL GR1-9886	
	---FRANKLIN AL BEGINS	
	426 RDMAN'S RESTAURANT RESTR GR1-9874	40
	ROMAN THEO *	40
1'S	432 GLOMAC PLASTICS INC INJECTION MOLDING GR4-7564	40
	437 RESCUE MISSION WORKSHOP FDR THE HANDICAPPED 472-7221	41
	B & H AIR CONDITIONING AIR COND SLS & SERV 422-7392	310 VA
	DAVE'S TRUCK SERVICE TRUCK REPR HA2-0464	311 VA
	VACANT	312 WA
	200 VACANT	SA
44	300 VACANT	313 VA
	400 VACANT	315 MC
	43B GENANT WHOLESALE FOODS INC WHOL FOODS GR1-077B	VA
	440 GENERAL PRESSED METAL CD MFR METAL STAMPINGS HA2-9319	---WAL
	441 FELOMAN PHIL & SONS INC HTG & VENT CONTR 478-3104	402 TA
	452 VACANT	406 ST
	455 ROY FURNITURE COMPANY INC WHSE GR4-2411	A
	600 BORDEN FOODS CD THE MINCE MEAT OIV HA2-B143	408 VA
3	BORDEN FOODS CO RESEARCH CENTER LABY GR4-B526	OF
	---PLUM ENDS	V
	-----	410 SA
	53	
	FRANKLIN ST SOUTH -FROM ERIE BLVD W SOUTH TO 300 WEST JEFFERSON	FRISB:
	-----	---ZII
		100 I
		101 H
		102 W

SOLAR ST 1968

STENOGRAPHER HO9-4582

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 80X  
MFRS GR1-5114

163 SYRACUSE LITHOGRAPHING CO INC  
422-0326

113

**TEEL CORP.**



SOLAR ST 1968

SOLAR ST--CONTD

---WEST DIVISION INTERSECTS

201 VACANT

203 YOUNG C W MFG CORP HARDBOARD  
FABRICATDRS 422-1643

227 WALCO EQUIPMENT CD HA2-4108  
SHERBAR INC GAS STA EQUIP  
422-4108

32

---SPENCER INTERSECTS

---KIRKPATRICK INTERSECTS

418 TIDEWATER OIL CO GR4-60B6

425 STATE BARGE CANAL (TERMINAL)  
GR1-4824

475 TEXACO INC OIL GR1-1136

---BEAR INTERSECTS

500 SHELL OIL CO GR1-2167

540 ATLANTIC RICHFIELD CD OIL  
472-8311

545 CITIES SERVICE OIL CO INC  
HA2-3380

ELLIOTT'S DON FUEL SERVICE INC  
HA2-8177

102

SOMERSET RD -FROM 1400 BROAD SOUTH  
TO CITY LINE

153

154

159

160

161

164

166

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201

N FRANKLIN ST 1964

140 LE MOYNE COLLEGE-INTERNATIONAL HOUSE

125

FRANKLIN ST NORTH -FROM ERIE BLVD WEST NORTH ACROSS PLUM

B6

US FEDERAL BUILDING
---MECHANIC BEGINS
---WEST GENESEE INTERSECTS
---WEST WILLOW INTERSECTS
210 BYRNE J P CO INC WHSE
211 BRESEE CHEVROLET CO INC (SIDE ENT)

L OF

8 •

3 EN'S

212 VACANT
214 BYRNE J P & CO INC TIRE RETREADING SHOP GR4-3305
216 VISNEAU BETTY MRS LUNETTA PAM
217 TASTY COFFEE SHOP RESTR
219 VACANT
221 S A O COOPERATIVE ASSN INC 422-1996
---HERALD PL INTERSECTS
---MARNELL AV ENOS
317 MARNELL & VALENTINE STEAM SHIP AGTS HA2-1513
319 BROCKWAY LAWRENCE F ASCCOCCI LOUIS S
---WEST BELDEN AV INTERSECTS
---WEST LAUREL ENOS
411 CENTRAL CITY USED PARTS INC GR1-3141
---NYCRR BRIDGE

547 1

44

418 FRANKLIN LUNCH & GRILL GR1-9886
---FRANKLIN AL BEGINS
420 BOLES ETHEL M MRS GR1-2484
424 SANFORD CLARA MRS 422-0764 VACANT
426 ROMAN'S RESTAURANT RESTR GR1-9874
ROMAN THEO •
432 GLOMAC PLASTICS INC INJECTION MOLDING GR4-7564
435 WILLIAMS STORE FIXTURES INC 471-7109
437 B & H AIR CONDITIONING AIR COND SLS & SERV 422-7392
DAVE'S TRUCK SERVICE TRUCK REPR HA2-0464
FLYNN M J INC AGRL IMPLTS 422-4095

53

438 GENANT WHOLESALE FOODS INC WHOL FOODS GR1-0778
440 GENERAL PRESSED METAL CO MFR METAL STAMPINGS HA2-9319
441 FELDMAN PHIL & SONS INC HTG & VENT CONTR GR8-3104
452 VACANT
455 ROY FURNITURE COMPANY INC WHSE GR4-2411
600 BORDEN FOODS CO THE MINCE MEAT DIV HA2-8143
BORDEN FOODS CO RESEARCH CENTER LABY GR4-8526
---PLUM ENOS

53

FRANKLIN ST SOUTH -FROM ERIE BLVD W SOUTH TO 300 WEST JEFFERSON

and other
The ne
better pr
PATCHIN
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HOME IMPROVEMENTS FOR OVER 50 YE
PHIL TOWN
INC.

## SOLAR ST 1964

STENOGRAPHER HD9-4582

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 BDX  
MFRS GR1-5114

163 SYR LITHOGRAPHING CO  
HA2-0326

97

---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

SOMERSET RD -FROM 140D BRDAD SOUTH



N FRANKLIN ST 1959



Dial GRanite 1-01

NORTH EDWARDS AV--Contd

- 214 Caselle Adelina Mrs 1 @ ΔHO3-4047
- 215 Plumridge Ellen Mrs ΔHO3-0795
- 216 Lincoln Edythe L 2 ΔHO3-1530  
Clark Lillian 2 ΔHO3-2756
- 219 McDonald Peter C @ ΔHO3-0442
- 220 Donzella Jas @ ΔHO3-5144
- 223 Bishop Jessie D Mrs 1 @ ΔHO3-1520  
Metz Douglas 2
- 230 DeRosa Peter 1 @ ΔHO3-1370  
McNulty Geo F 2 ΔHO3-2022
- 231 Mancini Pasqualina Mrs @ ΔHO3-1617
- 232 Vitiello Chas C @ ΔHO3-1401
- 233 Cox Jos H @ ΔHO3-4014
- 238 Slocum Clifford O @ ΔHO3-2237
- 239 Scheuer Julia S @
- 240 Bouchard Robt L 1 ΔHO7-5290
- 240 Hermann Arth J @ ΔHO3-3734
- 241 Isacone Pasquale mason contr @ ΔHO3-2179
- 244 Davison Frank G @ ΔHO3-3172
- 247 Whitney Kenneth L 1 @ ΔHO3-1220  
Ryan John P 2 ΔHO3-0803
- 250 Herrmann Arth J jr 1 ΔHO3-6516  
Schmitt Geo J 2 @
- 251 Giordano Geo F @ ΔHO3-1644
- 252 Timm Carl A @ ΔHO3-1423
- 253 Gruninger Robt @ ΔHO3-5884
- 257 Wolff Frank J @ ΔHO3-3014
- 258 Grant Ernest J @ ΔHO3-0613
- 260 Mazzaroppi Jos ΔHO3-3455
- 261 Terzini Amelio @ ΔHO3-6360
- 264 Smith Ethel L Mrs @ ΔHO3-1926
- 267 Wells Chas J 1 ΔHO3-5968  
Blair Lawrence J 2 ΔHO3-2154
- 270 Anderson Earlyne Mrs @
- 271 Amrose Nicholas @ ΔHO3-2181
- 273 Francoeur Leonard E @ ΔHO3-1640
- 274 Buckley Sophie L Mrs @ ΔHO3-1756
- 276 Piraino Anthony J @ ΔHO3-6500
- 279 Guyette Henry O @ ΔHO3-6440
- 280 Sindoni Phillip @ ΔHO3-1757
- 282 Strom Walter
- 283 Cafferelli Albert J @
- 286 Walker Harold S @ ΔHO3-2122
- 287 Smith Philip J @ ΔHO3-2087
- 288 Santelli Dominic 1 @ ΔHO3-3015  
Drysdale Lawrence 1 2 ΔHO3-4134
- 289 Smith Harry J @ ΔHO3-2551
- 292 Sharpe Luther L @ ΔHO3-1216
- 293 Bergan Charlois B @ ΔHO3-1217
- 294 Angelone Peter R 1 @ ΔHO3-2740  
Walker Clarence C Rev 2  
ΔHO3-5100
- 297 Spriggs Geo E @ ΔHO3-1445
- Coughlin av crosses**
- 300 Shannon Fred @ ΔHO3-0839
- 301 Ward Donald L @ ΔHO3-0889
- 306 Luczak Frank @ ΔHO3-2666
- 307 Figie Wm A @
- 309 Olney Wilton M @ ΔHO3-1436
- 312 Steiner Frank @ ΔHO3-2067
- 313 Biel Francis L @ ΔHO3-5016
- 317 Dean Wm A ΔHO3-8213
- 318 Hyde Adelbert N @ ΔHO3-5876
- 321 Dempster Jas M @ ΔHO3-1482
- 324 Losurdo Frank A @ trucking  
ΔHO3-0083
- 327 Zanzucchi John @ ΔHO3-1090
- 330 Foertch Bernard F @ ΔHO3-5708
- 331 Mayer Eug M @ ΔHO3-2730
- 340 Pope Jas F @ ΔHO3-1588
- 341 Rivizzigno Geo A ΔHO3-6503
- 347 Vinciguerra Anthony @ ΔHO3-2432
- 351 Zucco Jos J @ ΔHO3-4115
- 354 Kenney Thos F @ ΔHO3-0600
- 357 Peck Allan P ΔHO3-6409
- 361 Sylvester Anthony V @ ΔHO3-1615
- 365 Vrooman John S @ ΔHO3-1572
- 366 Walter Clarence H @ ΔHO3-8273
- 376 Usiatynski Michl F @ ΔHO3-0735
- 380 Sheehan Richd K @ ΔHO3-8016
- 382 Politi Michele @ ΔHO3-0838  
Costa John D @
- 384 Dutch Hollow Foods Inc of Honeyoe  
Falls whse ΔHO3-2461
- 387 Barbetta Anthony @ ΔHO3-0072

NORTH FRANKLIN STREET--From Erie  
blvd W north across Plum wds 2, 9  
Map J 8, Zone 2

- W Solvay bus**
- 000 **Federal Building**  
**Mechanic st begins**
- 107 **Industrial Building**  
Allied Tool Corp tool and die mfr 1  
ΔHA2-1938  
Athlake Laboratories chem mfrs 6  
ΔHA2-5217

- Central City Electrotype Co Inc 5  
ΔHA2-2937
- Crown Press Printing 6 ΔHA2-2811
- Dehler Press The 1 ΔHA2-4402
- Fox Printing Machinery serv & sls  
ΔGR6-4191
- Franklin Printing Co ΔHA2-6007
- Klaiber Emil L dental laby  
ΔHA2-9838
- Knapp Industries machinist 1  
ΔHA2-3579
- Missionary Electronics public  
address & sound equip 1  
ΔHA2-0944
- Moynihan Printing 4 ΔHA2-8324
- Mutual Library Bindery Inc  
ΔHA2-2907
- Schiefer Decal Co mfrs of ceramic  
decalomanias ΔHA2-3748
- Shanahan Tool & Die Corp ΔGR1-4064
- Swanson Lettering & Emblem Co mfr  
emblems etc
- Syracuse Plastic Moulders mfrs  
bsmt ΔHA2-5978
- 111 Rocky's Grill ΔGR1-9323
- Vacant 2
- Vacant 3
- W Genesee st crosses**
- W Willow st crosses**
- 202 Storage
- 211 Bresee Chevrolet Co used cars
- 212 Green Front Grill ΔGR1-9782
- Pento Christina Mrs 2 @ ΔGR1-5682
- 214 Vacant store
- 217 No Return
- 218 **Apartments**
- 1 Jemola Pauline M Mrs ΔGR1-1260
- 2 Vacant
- 3 Lisi Geo M ΔHA2-0564
- 4 Weiss Howard W ΔHA2-3857
- 5 Pope Frances A
- 6 Rathbun Mae E Mrs
- 7 Fitzgerald Helen Mrs
- 219 Craftsman Press The ΔHA2-2949
- 221 Franklin Grocery ΔGR1-9995
- Vacant store 2
- Vacant store 3
- Herald pl crosses**
- Marnell av ends**
- 315 Post Office Garage
- 317 Marnell & Valentine steam ship agts  
@ ΔGR2-1513
- Brockway Lawrence F 1
- 319 Regan Robt J 2 ΔHA2-5053
- W Belden av crosses**
- W Laurel st ends**
- 411 Central City Used Parts Inc  
ΔGR1-3141
- NYCRR Bridge**
- 418 Franklin Lunch & Grill ΔGR1-9886
- Franklin al begins**
- 420 David Eloise Mrs 1
- Boles Ethel M Mrs 2 ΔHA2-5458
- 423 Central City Used Parts auto parts
- 424 Blok Carter
- 426 426 Restaurant ΔGR1-9874
- Prystarz Jos J
- 432 Vacant store
- 435 New Process Gear Corp
- 450 Community Stores-Par Market Inc  
ΔGR1-0778
- 452 Vacant 1
- Gulf Oil Corp whse 2 ΔGR1-3650
- 455 Roy Furniture Co furn whse  
ΔGR4-2411
- 600 Borden Foods Co The mince meat div  
ΔHA2-8143
- Borden Foods Co The Sls Div  
ΔHA2-8143
- Borden Foods Co The research center  
ΔGR4-8526
- Borden Food Co The Div of Borden  
Co-Eastern Div ΔHA2-8143
- Plum st ends**

NORTH GEDES STREET--From Erie blvd  
W north to VanRensselaer wd 2 Map K  
7, Zone 4

- Woods rd and W Solvay bus**
- 103 Liberty Motor Freight Lines Inc  
ΔGR1-2103
- Smith Rigging and Cartage Corp  
ΔHA2-0435
- Eazor Express Co ΔHA2-1491
- 111 Vacant
- 115 Case Industrial Sup Inc plmbg &  
heating supplies ΔHA2-4127
- Leaseway of Central NY Inc trucking  
ΔGR1-0151
- Contract Trucking Corp ΔGR1-0151
- 120 Syracuse Auto Parts Inc ΔGR1-1145
- 122 Cook Verna A W 1 ΔHA2-8671
- Skahen John J 2

**SOLAR ST 1959**

	<b>Map R 10, Zone 5</b>	
6-2035	102 Gray Leslie F © ΔHO9-1998	
18	105 Sammons Ann B Mrs ΔHY2-1304	
		<b>32</b>
	<b>SOLAR STREET—From 551 Plum north-</b>	
	<b>west to W Hiawatha blvd, wd 2, Map J 8,</b>	
	<b>G 7, Zone 3</b>	
	<b>Court or Wolf bus to cross streets</b>	
	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	
	<b>W Division st crosses</b>	
	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	
	<b>Spencer st crosses</b>	
	<b>Kirkpatrick st crosses</b>	
	000 Vacant	
	000 Barge Canal Terminal ΔGR1-4824	
443	418 Tide Water Oil Co term plant	
	ΔGR4-6086	
	430 Gulf Oil Corp	
	475 Texaco Inc bulk-plant oils ΔGR1-1136	
	<b>Bear st crosses</b>	
	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	
		<b>18</b>
2	<b>SOMERSET ROAD—From 1400 Broad south</b>	
	<b>to city line, wd 17, Map M 13</b>	
	<b>Drumlins bus</b>	



## N FRANKLIN ST 1955

400	382	POLITI MICHELE A	730838	405
416	387	BARBETTA ANTHONY	730072	406
529				406
665		<b>NORTH FRANKLIN ST 2</b>		407
401				407
716	107	INDUSTRIAL BLDG		408
715				408
657		*ATBLAKE LAB INC	25217	409
657		*BLAKENEY J G	25217	410
866		*CADD TOOL DIE CO	38732	410
854		*CNTRL CITY ELECTROT	22937	412
965		*CURTISS H V	25217	414
759		*DEHLER PRESS	24402	414
		*DERSCHUG EDWARD J	26007	420
		*FALLS ELEC FURN CP	23478	513
		*FIRE KILLER MFG CO	23695	515
		*FRANKLIN PRINTING	26007	516
833		*GILBERT E C	22937	517
016		*GRAY SYR INC	33333	518
394		*HARBACH PAUL J CO	28312	519
111		*INDUSTRIAL BLDG	26481	520
329		*KLAIBER EMIL L	29838	522
940		*KNAPP INDUSTRIES	23579	523
064		*M G GAGE CO	29459	524
850		*MILFORD WALTER	32380	524
845		*MITCHELL PRINT SVCE	24402	526
716		*MUTL LIBRARY BINDRY	22907	527
158		*OBRIST MILLER WIRE	23989	529
209		*SCHIEFER DECAL CO	23748	531
902		*WALL J M	35831	534
202				534
418	111	*NARDELLIS GRILL	39323	534
335		ZONE 3		535
125	212	*GREEN FRONT GRILL	39782	535
018	212	PENTO LUIGI	35682	
741	214	*COLBOURN WHEEL&RIM	744201	600
408	217	*TASTY RESTRNT	39450	602
553	218	JOHNS JNO J	33085	605
225	218	ROGALA MICHL	31974	609
	218	JEMOLA FRANK SR	31260	610
	219	*CRAFTSMAN PRESS	22949	612
	221	*FRANKLIN GROCERY	39995	612
627	319	*VALENTINE A J	21513	613
044	319	*MARNELL&VALENTINE	21513	613
167	411	*CNTRL CITY USED PRT	33141	614
167	418	*MONTALTO LUCY	39886	619
100	426	PRYSTASZ JOS J	27463	727
100	432	*PRECISION CST CO	743951	727
100	432	*SYR SILVER DIV	743951	800
166	432	*SYRACUSE SILVER CO	743951	806
948	432	*SYR SILVER DV	743951	806
093	432	*BRADLEY C C&SON DIV	743953	809
644	432	*BRADLEY C G	743953	809
031	450	*COMM STORES PAR MKT	30778	809
863	450	*GENANT GROCERIES	30778	809
863	452	*GOODYEAR TIRE&RUBBE	29111	809
250	452	*GULF OIL CORP	33650	809
633	600	*BORDEN FOOD PROD	28143	810
747				814
038		<b>NORTH GEDDES ST 4</b>		817
402				822
402	103	*INTERSTATE MOTR FRT	27143	823
134	111	*ASSOCIATED TRANSPORT	28161	823

SOLAR ST 1955

SMITH RD

Table listing addresses on SMITH RD 7, including names like SHURT HOWARD A, CULLIGAN GERALD J, and MATL GEORGE A.

SMITH RD N SYRACUSE

Table listing addresses on SMITH RD N SYRACUSE, including names like \*ACHE VENDING MCH, BALL JNO C, and BARCLAY DOLTIE WM.

\*SMITH ST MANLIUS

Table listing addresses on \*SMITH ST MANLIUS, including names like PHELPS GLENN, PHELPS HAROLD A, and NICKLAUS MYRTLE E.

SMITH ST 9 SOLVAY

Table listing addresses on SMITH ST 9 SOLVAY, including names like VALLERIO JNO, MIGUEL ANGELO G, and MESSERE DOMENIC J.

SMOKEY HOLLOW RD JAMESVL

Table listing addresses on SMOKEY HOLLOW RD JAMESVL, including names like BYRNE HUGH F, GREVELDING DONALD D, and GREVELDING EDNA MRS.

SNELL TERR 5

Table listing addresses on SNELL TERR 5, including GRAY LESLIE F.

SNYDER AV SALINA

Table listing addresses on SNYDER AV SALINA, including names like MANN WM M, VRABEL KATHRYN, and JORDAN EDW T.

SOLAR ST 3

Table listing addresses on SOLAR ST 3, including names like \*KING LABORATORIES, \*MACLEOD WILLIAM R, and \*UNITED BD CTN CP.

THE HAINES DIRECTORY

Table listing addresses in the 374 area, including names like \*EBERHARDT WM B, \*SYR LITHOGRAPHING, and HUCK AUDREY MRS.

SOLVAY RD JAMESVILLE

Table listing addresses on SOLVAY RD JAMESVILLE, including names like PALLESCI FRANK, VOYTKO STEPHEN, and CIARPELLI MRS.

SOMERSET RD 10

Table listing addresses on SOMERSET RD 10, including names like JOHNSON ROBT F, BERRY J O, and GREENFIELD ROBT H.

\*SORRELL HILL RD

Table listing addresses on \*SORRELL HILL RD, including LUKE ARTHUR W and ST DENNY WM L.

SOULE RD

Table listing addresses on SOULE RD, including CHASE LEONARD W, HARPE RICHARD, and MALIA HOWD J.

SOUTH AV 4

Table listing addresses on SOUTH AV 4, including names like \*GAYNOR EDWARD F, \*GAYNOR EDWARD F, and \*GAYNOR EDW F JR.



N FRANKLIN ST 1949

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NORTH EDWARDS AV—Con  
294 Angelone Peter—1  
O'Connor Thos J—2  
297 Spriggs Geo E  
Lambert av crosses  
300 Shannon Fred  
301 Leinbolzer Albert J  
307 Figie Wm A  
309 Olincy Wilton M  
312 Casler Lorenzo H  
313 Paterson Chas  
317 Bonacci Edw J  
318 Hall Lloyd L  
321 Dempster Jas M  
324 Kobi Leslie M  
327 Lyon Geo  
331 Mayer Eug M  
376 Usiatynski Michl F  
382 Politi Michl  
387 Barbeta Anthony

NORTH FRANKLIN STREET  
fr Erie blvd W north across Plum  
wds 2, 9 Map J 8, Zone 2 to  
100 blk beyond Zone 3

W Solvay bus  
000 FEDERAL BUILDING  
Mechanic st begins

107 INDUSTRIAL BUILDING  
Atlake Laboratories  
chemical mfrs  
Central City Electrotpe Co  
Dehler Press The  
Finkler-Martin Inc  
Fire Killer Mfg Co  
Franklin Printing Co  
Gray-Syracuse Inc  
Harbach Paul J Co leather  
specialties  
Hub Tool & Gauge machin-  
ists  
Klaiber Emil L dental labo-  
ratory  
Knapp Industries machin-  
ists  
M-G Gage Co Inc tool mfrs  
Milford Walter Co tool mfrs  
Mutual Library Bindery Inc  
Obriest-Miller Wire Co  
Schiefer & Shure Co  
Syracuse Silver Co mfrs sil-  
ver plate  
Syracuse Small Tool &  
Gauge Co Inc  
Wall J M Co Inc sound  
camera mfrs

111 Empire Venetian Blind Mfr  
Co  
Mardellis Grill  
Shelley Earl J—2  
121 Barretts' Service Station  
W Genesee st crosses  
W Willow st crosses  
210 Syracuse Auto Collision Co  
auto repr  
211 Bresee Chevrolet Co used  
cars  
212 Green Front Grill  
Pento Louis—2  
214 Colbourn Wheel & Rim  
Service Inc

216 Vacant  
217 Richard's Restaurant  
218 Muolo John E—1  
Reed Opal—2  
Rogala Michl—3  
Moore Chas—4  
Jones Albert B—5  
Rathbun Mae E Mrs—6  
Quinn Gerald—7  
219 Craftsman Press The  
Communist Party of Onon-  
daga County  
Dunne Thos B tailor

221 Franklin Grocery  
Herald pl crosses  
Marnell av ends  
301 Frank's Diner  
305 Vacant  
315 Cavallaro & Larosa gros  
LaRosa Gregory—1  
317 Marnell & Valentine steam-  
ship agents  
319 Valentine Anthony J  
W Belden av crosses  
West Laurel st ends  
411 Central City Used Parts  
Inc  
NYC RR Bridge  
418 Franklin Luneh & Grill  
420 DeFrancesco Nicholas—1  
DeFrancesco Anthony—2  
Franklin alley begins

423 Central City Used Parts  
auto parts  
424 Fico Angelo—1  
Ficarro Domenico—2  
426 Pauls Grill  
Handzel Paul—2  
426a Martino Domnick  
428 Maggesto Antomo  
432 Bradley C C & Son Inc  
metal goods mfrs  
Thirst Aid Corp  
435 New Process Gear Corp  
450 Rossiter Safety Equipment  
Co fire appliances  
452 Community Stores-Par  
Markets Inc  
455 Roy Furniture Co ware-  
house  
Plum st ends  
000 Borden Co The laboratory  
Borden Co Sales Division  
The  
Borden Co The mincemeat  
div

NORTH GEDDES STREET fr  
Erie blvd W north to VanRense-  
laer wd 2 Map K 7, Zone 4  
Woods rd and Avery bus

102 Co-operative P & C Family  
Foods Inc  
103 Interstate Motor Freight  
System  
Pucano Freight Lines  
111 Associated Transport Inc  
115 Case W A & Son Mfg Co  
plumbing and heating  
supplies

116 B-H Transportation Co  
Inc  
120 Syracuse Auto Parts Inc  
122 Anderson Jos—1  
Skaben John J—2  
124 Vacant store  
Totten Maude E Mrs—1  
Ross Antho:v  
Skaben Thos J  
Smith Matilda R Mrs—2  
Insell John—2  
126a Clisewicz Anthony—1  
Bodnar Michl—2  
126b Majka Walter—1  
Nuzzi Peterino—2  
128 Slaght Lloyd—1  
Corcoran Jas—2  
130a Filipisack John—1  
Ruzycski Caroline Mrs—2

132a Cherazy Cath Mrs  
133 Heaphy D J & Son Inc  
hdv sht mtl wkr  
Heaphy Mary—2  
Salsbury Elmer F—3  
134 Wrobel Wm J—1  
Wrobel Steph J—2  
135 Murphy Anna L Mrs  
136 Mach Conrad A restr  
Tymofy Jos—2  
137 Rogosz Helen Mrs—1  
Lepkowski Francis J—2  
139 Heaphy D J & Son Inc  
hardware  
Bull Gordon D—1  
Kelly Jos H—2  
Bartkowiak Stanley J—2  
rear Garvey Jas L—2  
Franklin Zenas D—2  
Richmond av crosses

200 Wallis John A gas sta  
201 Procopio Jos shoe repr  
Nye Allen L—1  
Armstrong Ronald J—2  
Shedrick Geo—2  
202 Polish Falcons Club  
203 Sadowski Jos  
204 Krupinski Walter—1  
Hughes Edw L—2  
205 Clary Roy E barber  
Sofia's Garage  
White Robt E—2  
205a Happy Hearts Club pool  
parlor  
206a Lacinski Stanley—1  
Pienkowski John—2  
207 Trepa Frank J gro  
Stan's Radio Service  
Litz Aloysius T—2  
Lukaes Steven—2  
208 Cuzewicz John P—1  
Kozlofsky Geo—2  
209a Baniewicz Eva Mrs—1  
Gosch Alex P—2  
210a Kernan Jas J—1  
Hurst John—2

211 Organs  
Wallis  
213a File J  
Kreni  
Kreuc  
Musell  
Wilko  
301 StStep  
302a Holy  
Cail  
304 Gladz  
—1  
Marko  
305 StStep  
Kce  
Hatta  
306 Dargel  
Conno  
Waskie  
Zulik  
307a Byrne  
Duga  
O'To  
308a Serge  
309a Byrne  
O'Con  
Wasm  
311a Than  
312 Park J  
313a Shee  
Manv  
Bray  
Day A  
Mick  
315a Newe  
Park  
401a Chall  
Jauno  
403 Vacan  
Broph  
Collin  
405a Calki  
406a Oot  
Seal  
Stew  
407 Schm  
408 Miller  
Wawr  
Klodz  
409a Bern  
Sham  
410a Har  
Harr  
411 Vacan  
412 Debn  
Siekt  
414a Inge  
Kotl  
W  
513a Kow  
515a Luis  
516a Meaj  
517a Wolf  
518 Ososh  
519 Woln  
520 Johns  
522 Johns  
523a Kam  
524a Lub  
526a Sun  
527a Duw  
529a Skru  
531a Bak  
rear Kopp  
532a Arro  
534a Sova  
Lesi  
535a Wan  
Cam  
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600a Skru  
Witu  
602a Torr  
Torn  
605a Sen  
609a Mak  
610a Del  
611 Riesz  
612a Lav  
613 Kow  
614a Dra  
Lobe  
615a Stol  
617 Delo  
619a Kor  
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Sales

**SOLAR ST 1949**

MRS	<b>Craigie crosses</b> 404 $\Delta$ Paduana Josephine Mrs $\odot$ 381 $\Delta$ Reilley Jas L $\odot$	Br M 170 $\Delta$ E $\Delta$ E Bi O
Irs	<b>SOLAR STREET</b> fr 551 Plum northwest to W Hiawatha blvd wd 2 Map J 8, G 7, Zone 3 <b>Court or Wolf bus to cross</b> <b>streets</b>	201 A apt 1 $\Delta$ 2 H 3 $\Delta$ S 4 G 5 V 6 L 7 B 8 S 9 D 10 N 11 L 12 P
2 D furn	127 $\Delta$ King Laboratories Inc radio tubes 156 $\Delta$ United Board & Carton Corp 160 Vacant 163 $\Delta$ Syracuse Lithographing Co Inc	202 $\Delta$ E 203 V 204 $\Delta$ E 206 $\Delta$ E
ts C	<b>W Division st crosses</b> 201 $\Delta$ Cartini Mary Mrs 205 $\Delta$ Precision Sheet Metal Works 216 Vacant 227 $\Delta$ Buffalo Tank Corp $\Delta$ Foringer R L Inc tanks $\Delta$ Nichols Bros Heat Treating	207 $\Delta$ E 208 D $\Delta$ C 209 $\Delta$ S
nt	<b>Spencer st crosses</b> <b>Kirkpatrick st crosses</b> 000 $\Delta$ Barge Canal Terminal 000 $\Delta$ Tidewater Associated Oil Co $\Delta$ Babcock & Valentine Inc oils and lubricants	210 B D 212 $\Delta$ N Fe SH
osmt -1 2 contr h	475 $\Delta$ Texas Co The oils <b>Bear st crosses</b> 000 $\Delta$ Shell Oil Co Inc 540 $\Delta$ Atlantic Refining Co Inc oils and lubricants 000 $\Delta$ Cities Service Oil Co $\Delta$ Service Oil Co Inc 000 Vacant	213 $\Delta$ E 214 T B M N SH
ndale dr wd 13	<b>SOMERSET ROAD</b> from 1400 Broad south to City line wd 17 Map M 13, Zone 3 <b>Drumlins bus</b>	215 W
row) fr oss East		



N FRANKLIN ST 1944

DIA

232 Vitiello Chas C ©	210 Syracuse Auto Collision Co	135 Murf
233 O'Connor Chas	auto rpr	136 Mac
238 Slocum Clifford O	211 Bresee Chevrolet Co used	Tym
239 Scheuer Eliz Mrs ©	cars	137 Brin
240 Herrmann Arth J	212 Green Front Grill	Vacz
241 Iacone Pasquale ©	Pento Luigi—2	139 Proc
244 Davison Frank G ©	214 Colbourn Wheel & Rim	Burz
247 Schreiner Roy A	Service Inc	Barti
250 Nixon Donald V—1	216 Vacant	rear Jasins
Pauly Louise M Mrs—2 ©	217 Herald Restaurant	Paz
251 Vacant	218 Clapper Louis A	Cors
252 Timm Carl A ©	219 Craftsman Press The	Ric
253 Hier Walter H ©	221 Cardarelli Louis gro	200 Wall
257 Wolff Frank J ©	Herald pl crosses	201 Stor
258 Burgmeter Raymond E ©	Marnell av ends	Jach
260 Mazarropi Alex ©	315 Cavallaro & Larosa gros	202 Vacz
261 Stone Bernard F	LaRose Gregory—1	203 Sado
264 Smith Harold A ©	317 Marnell & Valentine steam-	204 Kru
267 Blair Lawrence ©	ship agents ©	Hanl
271 Amrose Nicholas ©	319 Valentine Anthony J ©	205 Clar
273 Rusk John E ©	W Belden av crosses	Whi
274 Buckley Jas P ©	West Laurel st ends	206 Isyk
276 Mott Wm Laurence	411 Central City Used Parts	Pier
280 Stone Merton H	415 Vacant	207 Leva
282 Callahan John E	NYC RR Bridge	Albi
286 Rozzano Dominick ©	417 Vacant	h
287 Berardi Harry E ©	*18 Montalto Natale restr	Zela
288 Seaward Fredk W	419 Vacant—1	Litz
289 Agan Clarence ©	Rella Frank—2	Luka
292 Sharpe Luther L ©	King Frances Mrs—3	208 Sarr
293 Bergan Charlois B ©	rear Vacant	Kozl
294 Angelone Peter—1	420 DeFrancesco Nicholas—1	209 Barc
Akin John H—2	DeFrancesco Rose Mrs—2	Tim
297 Godleski Chester—1	©	Gost
Coughlin av crosses	Franklin alley begins	210 Ker
300 Stoetzel Irving W	423 Central City Used Parts	Lohi
301 Eichholzer Albert J	auto parts	211 Org
307 Figie Wm A ©	424 Bonito Frank	Wal
309 Olney Wilton M ©	rear Vacant	213 Buk
313 Kushner Isadore L	426 Vacant store	Krei
317 Ryan Wm J	Martino Angelo—2	Mus
318 Hall Lloyd L uphol h ©	426½ Martino Dominick ©	Wi
321 Sullivan Wm H ©	428 Maggesto Antonio	301 StS
324 Kohl Leslie M	432 Bradley C C & Son Inc	302 Poli
327 Niedzwiecki Jos J ©	metal goods mfrs	C
331 Mayer Eng M ©	432 No Return	304 Gla
336 Ustiatynski Michl F ©	435 New Process Gear Corp	Mar
380 Vacant	450 Vacant	305 StS
382 Politi Michl ©	452 Community Stores Inc gro-	E
	cers	Hat
	455 Roy Furniture Co warehouse	Hol
	Plum st ends	Kov
	000 Borden Co The Laboratory	306 Dan
	Borden Co Sales Division	Con
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	Borden Co The mincemeat	307 Byr
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**NORTH FRANKLIN STREET fr**  
Erie blvd W north across Plum  
wds 2, 9 Map J 8  
W Solvay bus  
000 **FEDERAL BUILDING**  
Mechanic st begins  
107 **INDUSTRIAL BUILDING**  
Butler Harry F bldg mgr  
Alwain Upholstering Co  
American Production &  
Grinding Corp machinists  
Armstrong Harry Y mech  
eng  
Atblake Laboratories  
chemical mfrs  
Central City Electrotype Co  
Fire Killer Mfg Co  
Franklin Printing Co  
Gray Manufacturing Co  
metal goods mfrs  
Gulland & Hoffman Machine  
Co  
Industrial Pattern Works  
pattern & model mkr  
Klaiber Emil L dental lab-  
oratory  
Krick L J Machine & Tool  
Co  
M-G Gage Co tool mfrs  
Milford Walter Co tool mkr  
Moynihan Press The print-  
ers  
Mutual Library Bindery Inc  
Obrist-Miller Wire Co  
Schiefer-Shure Co mfr cer-  
amic decalcomania  
Syracuse Rustproofing &  
Boxing Co  
Syracuse Silver Co mfrs sil-  
ver plate  
Syracuse Small Tool &  
Gauge Co  
Syracuse Special machinery  
mfrs  
Wall J M Co sound camera  
mfrs  
109 Vacant  
111 Kotowicz Jacob restr  
121 Herrick Alf R gas sta  
W Genesee st crosses  
W Willow st crosses

# SOLAR ST 1944

## ST. UTILIZED - BIRGE AND LEADING

306 Gould Lela Mrs furn rms	000 Barge Canal Terminal	210 C
307 Singleton Apartments	000 Tidewater Associated Oil Co	D
apt 1 Carey Henry L	Co	212 H
" 2 LaCelle Flora Mrs	Babcock & Valentine Inc	N
" 3 Seymour Mabel Mrs	oils and lubricants	213 Q
" 4 Newman Julia Mrs	475 Texas Co The oils	214 C
" 5 Roiky Leon S	Bear st crosses	D
" 6 Feltrinelli Herbert E	000 Shell Oil Co Inc	S
308 Fitzgerald Edwd S furnished	540 Atlantic Refining Co Inc	H
rooms h	oils and lubricants	M
309 Moore Frank—1	000 City Service Oil Co Inc	215 G
Clark John—2	Service Oil Co Inc	216 B
Menninger Julia Mrs—2		217 B
Davern Jay	<b>SOMERSET ROAD fr 2930 E</b>	218 F
Gates Frank—3	Genesee north wd 17 Map L 15	219 P
310 Fitzgerald Edwd S furnished	Manlius bus	220 B
rooms		221 F
311 Lyon Harry G bldg contr h	<b>SOMERSET ROAD from 1400</b>	Lj
—1	Broad south wd 17 Map M 13	F
—2	Fellows bus	M
Reed Madeline Mrs—2		222 V
	<b>SOUTH AVENUE from 601 W</b>	223 C
<b>SMILEY DRIVE fr Ferndale dr</b>	Onondaga south to city line wds	224 T
west to 3423 Midland av wd 13	10, 12, 19, 13 Map L 8, Q 6	C
Map R 9	South av bus	225 D
Valley bus		
<b>SMITH AVENUE (Nedrow) fr</b>	119 Gannon Mary A ©	226 T
300 Rockwell rd south across East	126 Hopkins Wm J ©	227 W
Conklin av	127 Mack Gladys S Mrs—1	
Nedrow bus	Seguin Dorothy Mrs—2	229 P
<b>Hudson av crosses</b>	Schiedel Chas A	231 O
201 Sensabaugh Fred A Rev ©	130 McClary Chas E phys b ©	apt 3 C
000 Vacant	133 Barry Molly A ©	" 5 N
209 Soutar Fredk D ©	134 Bero Della B Mrs—1	" 6 E
Worden av ends	Brown Harry—2	" 7 E
213 Valentine Elmer H ©	Morgan Fordace—2	" 8 T
Cedric av ends	Baron Frank	" 9 C
Kenneth av ends	135 Burghart Ward A	" 10 M
303 Case Frank J	136 Smith Ernest—1	S
000 Vacant	137 McCuaig Donald A M	" 12 E
E Conklin av ends	139 Robinson John R—1	" 13 S
000 Clark Susan L Mrs ©	140 Shelby John T ©	" 14 C
411 Godfrey Ernest R ©	Shelby Bertha Mrs furnished	" 15 E
	rooms	" 16 S
<b>SMITH ROAD fr 115 Engle-</b>	141 Murray Eliz M Mrs—2	237 F
wood av south to 450 W Seneca	Kelso Howard—2	243 E
turnpike wd 13 Map R 8	Brown Arthur H—3 ©	
Valley bus	LeValle Marion	300 M
100 Richer Hugh S ©	143 Foster Cornelia Mrs—1	301 E
109 Short Howard A ©	144 Sheehan Thos F—2	302 C
112 Culligan Gerald J ©	145 Rathbun Ina Mrs furn rooms	I
117 Matt Geo A ©	h	P
118 Madigan Shurben S ©	146 Kincaid Kenneth A—1	305 I
121 Hickey Jos P ©	147 Pachett Geo	V
122 Nixon Jos L	150 Richards Lucy C Mrs furn	306 S
126 Marshfield Fredk ©	rooms h	307 I
127 Fox Raymond E ©	153 Elliott Geo A ©	310 C
132 Barrows Newton F ©	154 Lawler Richd trucking h	312 M
138 Lattar Katherine Mrs ©	—1 ©	F
Kimber av crosses	Alger Wm—2	314 C
219 Golden Earl G ©	Vary Chas W	315 S
221 Storage	159 Ives Albert J—1	316 J
	Dougherty Mary O Mrs—2	317 V
<b>SMITH STREET (Solway) from</b>	©	321 P
103 Hazard south to Bacon Map	160 George Fredk S phys h ©	324 E
J 15	161 McCrorrey Cath—1	325 V
W Solway bus	LeTray Bertha G—2	
102 Alliano Mary M Mrs—1	McCrory Joseph L—4	326 E
Reale John—2	Ryan Irene Mrs—5	327 J
103 Callisto Donato	Choctaw Chas—6	apt 1
	Shea Jos—7	" 2 I
<b>*SNYDER AVENUE (Salina) fr</b>	Grant pl begins	" 3 C
410 Galster av north Map F 12	164 Rifenburg Eva Mrs furn	" 4 I
450 Cuizyo John	rms	" 5 V
000 Mann Wm M ©	168 Vacant—1	" 6 C
449 Riccelli Salvatore fruit h ©	Band Irving—2	" 7 J
448 Tedesco Vincent ©	Meador Florence Mrs—2	329 J
581 Natale Jos ©	Timmerson Alf	331 C
507 DeFlori Vincent ©	White st begins	
Craigie crosses	201 Apartments	332
404 Paduana Michl	apt 3 Sheppard Jas	334
<b>SOLAR STREET fr 551 Plum</b>	" 4 Southwick Wm	339
northwest to W Hlawatha blvd wd	" 5 Hastings Claire	340
2 Map J 8, G 7	" 7 Burden Mary A Mrs	342
Court or Wolf bus to cross	" 8 Cook Ralph F	343
streets	" 9 Donahu Jane A	344
127 Vacant	" 10 White Juanita Mrs	346
156 Lowman Folding Box Corp	" 11 Murphy Philip	348
160 Vacant	" 12 Saw Theo	
163 Syracuse Lithographing Co	202 Wirt Chester—1 ©	401
W Division st crosses	Middleton Lloyd A—2	402
201 Cartini Mary Mrs	203 Hastings Clair E—2	408
203 Vacant	204 Barber Thos E ©	410
205 Warehouse	206 Barber Nellie E Mrs furn	
216 Stibbs Transportation Lines	ished rooms	
Inc	207 Ralph Mary Ellz Mrs furn	
227 Vacant	rooms h	
Spencer st crosses	rear Vacant	
Kirkpatrick st crosses	208 Dillahaugh Earl F—1	
	Crosby Jas T—2	
	Jube Harriet Mrs furn rms	
	Baum J Walter	

**N FRANKLIN ST 1939**

ce		DIAL 2-2333
		<b>NORTH FRANKLIN STREET fr</b>
		Erie blvd W north across Plum
		wds 2, 9 Map J 8
		W Solvay bus
		<b>000 FEDERAL BUILDING</b>
		Mechanic st begins
NUE	line	<b>107 INDUSTRIAL BUILDING</b>
		Butler Harry F bldg mgr
		Albrecht J J & Son Inc
		shoe patterns
		Armstrong Harry Y mech
		eng
		Atblake Laboratories
		chemical mfrs
		Central City Electrotype Co
		Disque Photo Engraving Co
		Electric Water Heater Co
		electric supplies
		Kilian Mfg Corp ball
		bearings
		Mutual Library Bindery Inc
		Obrist-Miller Wire Co
		Onondaga Tool Salvage Co
		Protectall Motor Signals Inc
		Klaiber Emil L dental
		laboratory
		Schwanz Clarence J acct
		Ragan J & Sons Inc coffee
		<b>109</b>
		French Michl J restr
		Alwain Upholstery Co
		<b>111</b>
		Herrick Alf R gas sta
		<b>121</b>
		W Genesee st crosses
		W Willow st crosses
		<b>203</b> Vacant
		<b>210</b> Vacant
		<b>211</b> Bresee Chevrolet Co used
		cars
		<b>212</b> Vacant
		<b>214</b> Colbourn Wheel & Rim
		Service Inc
		<b>216</b> Vacant
		<b>217</b> Hooker Ernest J restr
		<b>218</b> Vacant
		<b>219</b> Craftsman Press The
		<b>221</b> Cardarelli Louis gro
		Herald pl crosses
		Marnell av ends
		<b>307</b> Boyer Saml—1
		Glode Harley H—2
		<b>309</b> Clark Horace—1
		Vincent Laebaria J—2
		<b>311</b> Vello Calogero—1
		Fraser Geo D—2
		<b>315</b> Cavallaro & Larosa gros
		LaRose Gregory—1
		<b>317</b> Marnell & Valentine steam-
		ship agents ©
		<b>319</b> Valentine Anthony J ©
		W Belden av crosses
		West Laurel st ends
		<b>401</b> Vacant
		<b>404</b> Vacant
		<b>411</b> Central City Used Parts
		<b>415</b> Vacant
		<b>416</b> Vacant
		<b>417</b> Mastriano Jas barber
		<b>418</b> Montalto Natale restr
		<b>419</b> Vacant—1
		Rella Frank—2
		Nardella Wm—3
		DeFoe John
		rear Vacant
		<b>420</b> DeFrancesco Nicholas—1
		DeFrancesco Rose Mrs—2
		©
		Franklin alley begins
		<b>423</b> Central City Used Parts
		auto parts
		<b>424</b> Baumes Ida Mrs—1
		Montalto Natale
		Ficarro Domenico—2
		<b>426</b> Maggesto Antonio restr
		Martino Dominick—1 ©
		Vacant—2
		<b>428</b> Maggesto Antonio
		<b>432</b> Bradley C C & Son Inc
		metal goods mfrs
		Irving Forgings Co
		<b>435</b> New Process Gear Corp
		<b>452</b> Community Stores Inc gro-
		cers
		© <b>455</b> Roy Furniture Co warehouse
		Plum st ends
		<b>000</b> Borden Co The laboratory
		Borden Co Sales Division
		The
		Borden Co The mincemeat
		div



## SOLAR ST 1939

	000 Natale JOS ☉
	507 DiFlori Vincent ☉
	<b>Craigie crosses</b>
	404 Paduana Michl
---1 Irs	<hr/> <b>SOLAR STREET</b> fr 551 Plum northwest to W Hiawatha blvd wd 2 Map J 8, G 7
	<b>Court or Wolf car to cross streets</b>
r h ☉	123 Allen Harry T used trucks
	127 Canada Dry Ginger Ale Inc
s	156 Lowman Folding Box Corp
	160 Vacant
	163 Syracuse Lithographing Co
	<b>W Division st crosses</b>
atr h—	201 Cartini Mary Mrs
	203 Sherwin-Williams Co The paints whol
	205 Acme White Lead & Color Works
	227 Syracuse Heat Treating Co
	<b>Spencer st crosses</b>
urnished	<b>Kirkpatrick st crosses</b>
ts	000 Vacant
	000 Barge Canal Terminal
	000 Tide Water Associated Oil Co
	Babcock & Valentine Inc oils and lubricants
urnished	475 Texas Co The oils <b>Bear st crosses</b>
	000 Shell Union Oil Corp
M—1	000 City Service Oil Co Inc
	540 Atlantic Refining Co Inc oils and lubricants
N—2	<hr/> <b>SOMERSET ROAD</b> fr 2930 E Genesee north wd 17 Map L 15 <b>Manlius bus</b> <hr/>
—3 urnished	



# Appendix F

NEU-VELLE LLC

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## Environmental Data Resources Report

**600 N. Franklin St., Syracuse, NY**  
600 North Franklin Street  
Syracuse, NY 13204

Inquiry Number: 6074696.2s  
May 27, 2020

## The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

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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), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

### TARGET PROPERTY INFORMATION

#### ADDRESS

600 NORTH FRANKLIN STREET  
SYRACUSE, NY 13204

#### COORDINATES

Latitude (North): 43.0577030 - 43° 3' 27.73"  
Longitude (West): 76.1570350 - 76° 9' 25.32"  
Universal Transverse Mercator: Zone 18  
UTM X (Meters): 405777.2  
UTM Y (Meters): 4767657.0  
Elevation: 384 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:  
600 NORTH FRANKLIN 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
A1	DUPLI ENVELOPE & GRA	600 FRANKLIN ST N	NY MANIFEST		TP
<a href="#">Reg</a>	ONONDAGA LAKE	POSTAL ADDRESS IS UN	NPL, SEMS, US ENG CONTROLS, US INST CONTROLS, NY...	Same	1432, 0.271, West
A2	DUPLI ENVELOPE & GRA	1 DUPLI PARK DRIVE	RCRA-LQG	Higher	1 ft.
B3	DUPLY ENVELOPE & GRA	DUPLY PARK DR	NY Spills	Lower	264, 0.050, WSW
C4	BORDEN PROPERTY	1 GAILBORDEN DRIVE	NY Spills	Lower	311, 0.059, West
D5	AMERICAN ADVANCED OR	1 DUPLI PARK DR	NY MANIFEST	Lower	328, 0.062, SW
D6	ALBANY MOLECULAR RES	1 DUPLI PARK DR	RCRA NonGen / NLR, FINDS, ECHO	Lower	328, 0.062, SW
C7	AUGSBURY TERMINAL	OIL CITY, SOLAR STRE	NY LTANKS, NY Spills	Lower	335, 0.063, West
C8	SUNNYDALE TERMINAL	OIL CITY, SOLAR STRE	NY LTANKS	Lower	342, 0.065, West
C9	KING LAB	KING LABORATORY	NY Spills	Lower	367, 0.070, West
B10	HESS CORPORATION	115 SOLAR ST STE 102	EDR Hist Auto	Lower	373, 0.071, WSW
11	THE LOFTS AT FRANKLI	SOLAR & PLUM STS	NY AST	Lower	430, 0.081, SSW
E12	FRANKLIN CENTER RENO	455 N FRANKLIN ST	RCRA NonGen / NLR, FINDS, ECHO, NY MANIFEST	Higher	464, 0.088, SSE
F13	SYRACUSE SCALE COMPA	156 - 158 SOLAR ST	NY Spills	Lower	473, 0.090, WNW
F14	SYRACUSE SCALE	156 SOLAR STREET	NY LTANKS	Lower	473, 0.090, WNW
F15	SYRACUSE SCALE CO IN	158 SOLAR ST	NY UST	Lower	479, 0.091, WNW
F16	SYRACUSE SCALE CO IN	158 SOLAR ST	NY AST	Lower	479, 0.091, WNW
G17	MCK BUILDING ASSOCIA	221 W. DIVISION ST	NY UST	Lower	484, 0.092, NNW
18	KING LABORATORIES IN	127 SOLAR ST	NY CBS, NY CBS AST, RCRA NonGen / NLR, FINDS,...	Lower	490, 0.093, West
19	FRANKLIN PROPERTIES	101 SOLAR ST	RCRA NonGen / NLR, FINDS, ECHO	Lower	492, 0.093, SW
E20	FRANKLIN CENTER	455 NORHT FRANKLIN C	NY LTANKS	Lower	517, 0.098, South
E21	TELEPHONE POLE	GENANT DRIVE/AT NORT	NY Spills	Higher	522, 0.099, SSE
F22	SYRACUSE LITHOGRAPHI	163 SOLAR STREET	RCRA NonGen / NLR, FINDS, ECHO, NY MANIFEST	Lower	529, 0.100, WNW
H23	SPILL NUMBER 9706457	22 DIVISION ST/N CLI	NY Spills	Higher	555, 0.105, NNE
H24	689 NORTH CLINTON ST	689 NORTH CLINTON ST	NY Spills	Higher	588, 0.111, North
G25	ROTONDO WAREHOUSE	212 W. DIVISION ST	NY Spills	Lower	593, 0.112, NNW
G26	ROTONDO WAREHOUSE	WEST DIVISION ST.	SEMS-ARCHIVE, RCRA NonGen / NLR, FINDS, ECHO, NY...	Lower	593, 0.112, NNW
G27	ROTONDO WAREHOUSE	212 WEST DIVISION ST	NY Spills	Lower	593, 0.112, NNW
28	NIAGARA MOHAWK A NAT	SOLAR ST & W DIVISIO	RCRA NonGen / NLR	Lower	597, 0.113, WNW
29	NIAGARA MOHAWK A NAT	W DIVISION ST & N CL	RCRA NonGen / NLR, FINDS, ECHO	Higher	664, 0.126, North
I30	OAK KNITTING MILL CO	102 W DIVISION ST	NY Spills, RCRA NonGen / NLR, FINDS, ECHO, NY...	Higher	701, 0.133, NNE
I31	EXPRESSWAY PROPERTIE	102 N. DIVISION ST	NY UST	Higher	701, 0.133, NNE
I32	DYNAMIC PAK	102 W DIVISION ST	PA MANIFEST	Higher	701, 0.133, NNE
J33	NIAGARA MOHAWK - FUL	311 GENANT DR	RCRA NonGen / NLR, FINDS, ECHO, NY MANIFEST	Higher	704, 0.133, East
J34	FULTON STREET SERVIC	311 GENANT DRIVE	NY UST	Higher	704, 0.133, East
K35	460 NORTH FRANKLIN S	438 NORTH FRANKLIN S	PA MANIFEST	Higher	719, 0.136, SSE
K36	438 - 460 NORTH FRAN	438 NORTH FRANKLIN S	NY UST	Higher	719, 0.136, SSE
37	NIAGARA MOHAWK A NAT	431 GENANT ST	RCRA NonGen / NLR	Higher	720, 0.136, NE
38	J & S LEASING	212 SOLAR STREET	NY LTANKS	Lower	720, 0.136, NW

MAPPED SITES SUMMARY

Target Property Address:  
600 NORTH FRANKLIN 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
J39	NIMO COMPLEX	NIMO COMPLEX WATER S	NY LTANKS	Higher	733, 0.139, East
K40	FELDMAN-MONDLICK, IN	441 N. FRANKLIN ST	NY UST	Higher	750, 0.142, SSE
K41	432 NORTH FRANKLIN S	432 NORTH FRANKLIN S	NY ENG CONTROLS, NY INST CONTROL, NY VCP, NY...	Higher	780, 0.148, SSE
42	NATIONAL GRID ASH ST	GENANT DR	RCRA-LQG, NY Spills, NY MANIFEST	Higher	870, 0.165, ENE
43	D & J TRANSPORTATION	227 SOLAR ST	RCRA NonGen / NLR, PADS, NY MANIFEST	Lower	882, 0.167, NW
L44	ESSELETTE PENDAFLEX	SPENCER & SOLAN STRE	NY LTANKS	Lower	932, 0.177, NW
45	FRANKLIN SQUARE ASSO	429N FRANKLIN ST	RCRA NonGen / NLR, NY MANIFEST	Higher	944, 0.179, SSE
L46	SAFETY KLEEN OIL	DUKE DRIVE	NY LTANKS, NY Spills	Lower	969, 0.184, NW
47	SYRACUSE CIT OF - PL	500 PLUM ST	RCRA NonGen / NLR, FINDS, ECHO, NY MANIFEST	Higher	983, 0.186, SSW
48	NYSDEC - ANDYS CYCLE	921 N STATE ST	RCRA NonGen / NLR, NY MANIFEST	Higher	994, 0.188, NE
L49	NIAGARA MOHAWK A NAT	SPENCER ST & SOLAR S	RCRA NonGen / NLR, FINDS, ECHO	Lower	997, 0.189, NW
L50	ONONDAGA LAKE	SOLAR STREET	NY LTANKS, NY Spills	Lower	1007, 0.191, NW
51	NIAGARA MOHAWK A NAT	N STATE & ASH ST	RCRA NonGen / NLR	Higher	1041, 0.197, ENE
M52	128 SPENCER STREET	128 SPENCER STREET	NY CBS AST, NY BROWNFIELDS	Lower	1054, 0.200, NNW
M53	BOORUM & PEASE	128 SPENCER ST	RCRA NonGen / NLR	Lower	1054, 0.200, NNW
M54	ESSELTE PENDAFLEX CO	128 SPENCER ST	RCRA NonGen / NLR, ICIS, FINDS, ECHO, NY MANIFEST	Lower	1054, 0.200, NNW
M55	ESSELTE-PENDAFLEX CO	128 SPENCER STREET	NY UST	Lower	1054, 0.200, NNW
M56	VACANT INDUSTRIAL PR	128 SPENCER ST	NY CBS, NY Spills	Lower	1054, 0.200, NNW
M57	BOORUM & PEASE	128 SPENCER ST	NY MANIFEST	Lower	1054, 0.200, NNW
N58	NYSDOT BIN 1031580	I 81 UNDER SPENCER S	RCRA NonGen / NLR, NY MANIFEST	Higher	1074, 0.203, North
O59	NYSDOT BIN 1031570	BUTTERNUT ST OVER I-	RCRA NonGen / NLR, NY MANIFEST	Higher	1089, 0.206, ESE
O60	NYSDOT BIN 1031570	I 81 UNDER BUTTERNUT	RCRA NonGen / NLR, NY MANIFEST	Higher	1089, 0.206, ESE
P61	RYDER TRUCK RENTAL	300 SPENCER ST	NY LTANKS, NY UST, NY Spills, RCRA NonGen / NLR,...	Lower	1095, 0.207, NW
P62	T & T BUS	300 SPENCER STREET	NY LTANKS, NY Spills	Lower	1095, 0.207, NW
P63	FIRST STUDENT INC #	300 SPENCER ST	NY AST	Lower	1095, 0.207, NW
N64	DESTINY ARMS	800 NORTH CLINTON ST	NY UST	Higher	1106, 0.209, North
65	BRADCO SUPPLY CORP.	345 SPENCER ST	NY UST, NY Spills	Lower	1136, 0.215, WNW
Q66	PISCITELL STONE & SU	501 PLUM STREET	NY UST	Lower	1159, 0.220, WSW
Q67	O M EDWARDS CO INC	501 PLUM ST	RCRA NonGen / NLR, FINDS, ECHO, NY MANIFEST	Lower	1159, 0.220, WSW
Q68	PISCATELL STONE SUPP	501 PLUM STREET	NY LTANKS, NY Spills	Lower	1159, 0.220, WSW
R69	APA TRANSPORT CORP.	330 SPENCER ST	NY UST	Lower	1196, 0.227, WNW
R70	APA TRUCKING	330 SPENCER STREET	NY LTANKS, NY Spills	Lower	1196, 0.227, WNW
S71	NIAGARA MOHAWK A NAT	BUTTERNUT ST & FRANK	RCRA NonGen / NLR, NY MANIFEST	Higher	1228, 0.233, SSE
T72	HIAWATHA USED CARS I	1006 NORTH STATE ST	NY AST	Higher	1231, 0.233, NNE
T73	HIAWATHA USED CARS I	1006 NORTH STATE STR	NY SWF/LF	Higher	1231, 0.233, NNE
T74	JAMES J. LOCASTRO, I	1020 N. STATE ST	NY TANKS	Higher	1256, 0.238, NNE
U75	SYRACUSE BEHAVIORIAL	329 N SALINA STREET	PA MANIFEST	Higher	1257, 0.238, ESE
U76	LEARBURY CENTRE	329 N SALINA ST	RCRA-LQG, NY MANIFEST	Higher	1257, 0.238, ESE
V77	GREIF BROS. CORPORAT	105 SPENCER ST	NY UST, NY Spills, NY MANIFEST	Higher	1273, 0.241, NNE

MAPPED SITES SUMMARY

Target Property Address:  
600 NORTH FRANKLIN 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
V78	TRIAD TECHNOLOGY	105 SPENCER ST	PA MANIFEST	Higher	1273, 0.241, NNE
V79	TRIAD TECHNOLOGIES I	105 SPENCER ST	RCRA NonGen / NLR, FTTS, HIST FTTS, NY MANIFEST	Higher	1273, 0.241, NNE
S80	V.I.P. STRUCTURES, I	ONE WEBSTER'S LANDIN	NY UST	Higher	1293, 0.245, SSE
81	BURNS BROTHERS	400 LEAVENWORTH AVE	NY LTANKS, NY Spills, NY MANIFEST	Higher	1657, 0.314, WSW
82	VIP STRUCTURES	1 WEBSTERS LANDING	NY LTANKS	Higher	1662, 0.315, SE
W83	S & W REDEV - LLC-SI	400 SPENCER ST	RCRA-LQG, NY SHWS, NY MANIFEST	Lower	1672, 0.317, West
W84	AMERICAN BAG AND MET	400-404 & 380 SPENCE	NY ENG CONTROLS, NY INST CONTROL, NY VCP, NY...	Lower	1672, 0.317, West
85	PBS TOWING	1201 N STATE STREET	NY SWF/LF	Higher	1701, 0.322, North
X86	SYRACUSE SUBURBAN GA	SYRACUSE SUBURBAN GA	NY LTANKS	Lower	1965, 0.372, West
87	SUNNYDALE CORP	418 SOLAR ST	NY MOSF, RCRA NonGen / NLR, NY MANIFEST	Lower	1966, 0.372, NW
88	SYRACUSE PARKS & REC	412 SPENCER ST	NY LTANKS, NY UST, NY Spills	Lower	1967, 0.373, West
89	BIG D'S AUTO	321 LEAVENWORTH AVE	NY SWF/LF	Higher	2005, 0.380, SW
X90	SYRACUSE PARKS&RECRE	PARKS & REC SPENCER	NY LTANKS	Lower	2065, 0.391, West
91	AUTO FINISHERS SUPPL	206-208 PLUM ST	NY LTANKS	Higher	2180, 0.413, SSW
92	J.P. BYRNE RETREAD S	238 WEST GENESEE STR	NY LTANKS, NY Spills	Higher	2233, 0.423, SSE
93	CREST CADILLAC	717 WEST GENESEE STR	NY LTANKS, NY UST	Higher	2311, 0.438, SW
Y94	OTISCA OIL	900 NORTH MCBRIDE ST	SEMS	Higher	2313, 0.438, ENE
Y95	OTISCA BUILDING	900 NORTH MCBRIDE ST	NY ERP	Higher	2396, 0.454, ENE
96	ST. JOSEPH HOSPITAL	110 UNION AVENUE	NY LTANKS	Higher	2410, 0.456, ESE
Z97	NAT GRID	300 ERIE BLVD WEST	NY SHWS, NY LTANKS, NY Spills	Higher	2424, 0.459, South
Z98	NIMO, SYRACUSE (ERIE	300 ERIE BLVD	NY Spills, NY HSWDS	Higher	2424, 0.459, South
99	NIMO - SYRACUSE - ER	300 ERIC BLVD WEST	EDR MGP	Higher	2472, 0.468, South
100	INFINITY OF SYRACUSE	736 WEST GENESEE ST	NY LTANKS, NY Spills	Higher	2487, 0.471, SW
101	FORMER DOT	VAN RESSELAER STREET	NY LTANKS	Higher	2525, 0.478, WSW
102	ST JOSEPHS HOSP HEAL	201 PROSPECT AVE	NY LTANKS	Higher	2541, 0.481, ESE
103	FORMER LEEDS BUILDIN	407-409 HICKORY STRE	NY LTANKS, NY BROWNFIELDS	Higher	2619, 0.496, ESE
104	MCKESSON ENVIROSYSTE	400 BEAR ST	CORRACTS, US INST CONTROLS, NY ENG CONTROLS, NY..	Lower	3824, 0.724, WNW
105	MCKESSON ENVIROSYSTE	800/801 VAN RENSSELA	NY SHWS, NY VAPOR REOPENED	Lower	4074, 0.772, WNW
106	QUANTA RESOURCES COR	2802 - 2810 LODI STR	SEMS, CORRACTS, NY SHWS, NY INST CONTROL, RCRA...	Higher	4921, 0.932, NNW

# EXECUTIVE SUMMARY

## 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:

<u>Site</u>	<u>Database(s)</u>	<u>EPA ID</u>
DUPLI ENVELOPE & GRA 600 FRANKLIN ST N SYRACUSE, NY 13204	NY MANIFEST EPA ID: NYD002234565	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 non-CORRACTS TSD facilities list***

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

### ***Federal RCRA generators list***

RCRA-SQG..... RCRA - Small Quantity Generators  
RCRA-VSQG..... RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

### ***Federal institutional controls / engineering controls registries***

LUCIS..... Land Use Control Information System

### ***Federal ERNS list***

ERNS..... Emergency Response Notification System



## EXECUTIVE SUMMARY

### **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  
ODI..... Open Dump Inventory  
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations  
IHS OPEN DUMPS..... Open Dumps on Indian Land

#### **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  
NY PFAS..... PFAS Contamination Site Location Listing

#### **Local Lists of Registered Storage Tanks**

NY HIST UST..... Historical Petroleum Bulk Storage Database  
NY HIST AST..... Historical Petroleum Bulk Storage Database

#### **Local Land Records**

NY LIENS..... Spill Liens Information  
LIENS 2..... CERCLA Lien Information

#### **Records of Emergency Release Reports**

HMIRS..... Hazardous Materials Information Reporting System

## EXECUTIVE SUMMARY

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  
US FIN ASSUR..... Financial Assurance Information  
EPA WATCH LIST..... EPA WATCH LIST  
TSCA..... Toxic Substances Control Act  
TRIS..... Toxic Chemical Release Inventory System  
SSTS..... Section 7 Tracking Systems  
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  
ABANDONED MINES..... Abandoned Mines  
DOCKET HWC..... Hazardous Waste Compliance Docket Listing  
UXO..... Unexploded Ordnance Sites  
FUELS PROGRAM..... EPA Fuels Program Registered Listing  
NY AIRS..... Air Emissions Data  
NY COAL ASH..... Coal Ash Disposal Site Listing  
NY DRYCLEANERS..... Registered Drycleaners  
NY E DESIGNATION..... E DESIGNATION SITE LISTING  
NY Financial Assurance..... Financial Assurance Information Listing  
NY UIC..... Underground Injection Control Wells  
MINES MRDS..... Mineral Resources Data System

### **EDR HIGH RISK HISTORICAL RECORDS**

#### ***EDR Exclusive Records***

EDR Hist Cleaner..... EDR Exclusive Historical Cleaners

### **EDR RECOVERED GOVERNMENT ARCHIVES**

#### ***Exclusive Recovered Govt. Archives***

NY RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List  
NY RGA LF..... Recovered Government Archive Solid Waste Facilities List

## EXECUTIVE SUMMARY

### 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.

### 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 01/30/2020 has revealed that there is 1 NPL site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b><i>ONONDAGA LAKE</i></b> Cerclis ID:: 203382 EPA Id: NYD986913580	<b><i>POSTAL ADDRESS IS UN</i></b>	<b><i>W 1/4 - 1/2 (0.271 mi.)</i></b>	<b><i>0</i></b>	<b><i>9</i></b>

#### ***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 know 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 01/30/2020 has revealed that there are 2 SEMS sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b><i>ONONDAGA LAKE</i></b> Site ID: 0203382 EPA Id: NYD986913580	<b><i>POSTAL ADDRESS IS UN</i></b>	<b><i>W 1/4 - 1/2 (0.271 mi.)</i></b>	<b><i>0</i></b>	<b><i>9</i></b>
<b><i>OTISCA OIL</i></b> Site ID: 0206223 EPA Id: NYN000206223	<b><i>900 NORTH MCBRIDE ST</i></b>	<b><i>ENE 1/4 - 1/2 (0.438 mi.)</i></b>	<b><i>Y94</i></b>	<b><i>376</i></b>

## EXECUTIVE SUMMARY

### ***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 01/30/2020 has revealed that there is 1 SEMS-ARCHIVE site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>ROTONDO WAREHOUSE</b> Site ID: 0202668 EPA Id: NYD982531980	<b>WEST DIVISION ST.</b>	<b>NNW 0 - 1/8 (0.112 mi.)</b>	<b>G26</b>	<b>136</b>

### ***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 03/23/2020 has revealed that there are 2 CORRACTS sites within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>QUANTA RESOURCES COR</b> EPA ID:: NYD980592448	<b>2802 - 2810 LODI STR</b>	<b>NNW 1/2 - 1 (0.932 mi.)</b>	<b>106</b>	<b>448</b>
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>MCKESSON ENVIROSYSTE</b> EPA ID:: NYD075806836	<b>400 BEAR ST</b>	<b>WNW 1/2 - 1 (0.724 mi.)</b>	<b>104</b>	<b>403</b>

### ***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 03/23/2020 has revealed that there are 3

## EXECUTIVE SUMMARY

RCRA-LQG sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DUPLI ENVELOPE & GRA EPA ID:: NYD002234565	1 DUPLI PARK DRIVE	0 - 1/8 (0.000 mi.)	A2	87
<b>NATIONAL GRID ASH ST</b> EPA ID:: NYD980782254	<b>GENANT DR</b>	<b>ENE 1/8 - 1/4 (0.165 mi.)</b>	<b>42</b>	<b>194</b>
<b>LEARBURY CENTRE</b> EPA ID:: NYR000194068	<b>329 N SALINA ST</b>	<b>ESE 1/8 - 1/4 (0.238 mi.)</b>	<b>U76</b>	<b>298</b>

### **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 02/13/2020 has revealed that there is 1 US ENG CONTROLS site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>ONONDAGA LAKE</b> EPA ID:: NYD986913580 EPA ID:: NYD986913580	<b>POSTAL ADDRESS IS UN</b>	<b>W 1/4 - 1/2 (0.271 mi.)</b>	<b>0</b>	<b>9</b>

US INST 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.

A review of the US INST CONTROLS list, as provided by EDR, and dated 02/13/2020 has revealed that there is 1 US INST CONTROLS site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>ONONDAGA LAKE</b> EPA ID:: NYD986913580	<b>POSTAL ADDRESS IS UN</b>	<b>W 1/4 - 1/2 (0.271 mi.)</b>	<b>0</b>	<b>9</b>

### **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 02/10/2020 has revealed that there are 4 NY SHWS sites within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>NAT GRID</b>	<b>300 ERIE BLVD WEST</b>	<b>S 1/4 - 1/2 (0.459 mi.)</b>	<b>Z97</b>	<b>379</b>

## EXECUTIVE SUMMARY

Site Code: 56354

<b>QUANTA RESOURCES COR</b>	<b>2802 - 2810 LODI STR</b>	<b>NNW 1/2 - 1 (0.932 mi.)</b>	<b>106</b>	<b>448</b>
Site Code: 58626				

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>S &amp; W REDEV - LLC-SI</b>	<b>400 SPENCER ST</b>	<b>W 1/4 - 1/2 (0.317 mi.)</b>	<b>W83</b>	<b>323</b>
Site Code: 56359				
<b>MCKESSON ENVIROSYSTE</b>	<b>800/801 VAN RENSSELA</b>	<b>WNW 1/2 - 1 (0.772 mi.)</b>	<b>105</b>	<b>445</b>
Site Code: 56333				

### **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 10/09/2019 has revealed that there are 3 NY SWF/LF sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HIAWATHA USED CARS I	1006 NORTH STATE STR	NNE 1/8 - 1/4 (0.233 mi.)	T73	295
PBS TOWING	1201 N STATE STREET	N 1/4 - 1/2 (0.322 mi.)	85	354
BIG D'S AUTO	321 LEAVENWORTH AVE	SW 1/4 - 1/2 (0.380 mi.)	89	365

### **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 02/07/2020 has revealed that there are 27 NY LTANKS sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NIMO COMPLEX Spill Number/Closed Date: 9301729 / 1993-12-31 Site ID: 149633 Spill Date: 1993-05-06	NIMO COMPLEX WATER S	E 1/8 - 1/4 (0.139 mi.)	J39	167
<b>BURNS BROTHERS</b> Spill Number/Closed Date: 9700681 / 2002-06-03 Site ID: 330002 Spill Date: 1997-04-15	<b>400 LEAVENWORTH AVE</b>	<b>WSW 1/4 - 1/2 (0.314 mi.)</b>	<b>81</b>	<b>318</b>
VIP STRUCTURES Spill Number/Closed Date: 9109775 / 1992-10-23 Site ID: 232386 Spill Date: 1991-12-13	1 WEBSTERS LANDING	SE 1/4 - 1/2 (0.315 mi.)	82	322
AUTO FINISHERS SUPPL	206-208 PLUM ST	SSW 1/4 - 1/2 (0.413 mi.)	91	367

## EXECUTIVE SUMMARY

Spill Number/Closed Date: 9813285 / 1999-09-17				
Site ID: 116943				
Spill Date: 1999-01-29				
<b>J.P. BYRNE RETREAD S</b>	<b>238 WEST GENESEE STR</b>	<b>SSE 1/4 - 1/2 (0.423 mi.)</b>	<b>92</b>	<b>368</b>
Spill Number/Closed Date: 0401571 / 2009-01-06				
Site ID: 153354				
Spill Date: 2004-05-13				
<b>CREST CADILLAC</b>	<b>717 WEST GENESEE STR</b>	<b>SW 1/4 - 1/2 (0.438 mi.)</b>	<b>93</b>	<b>370</b>
Spill Number/Closed Date: 0008831 / 2001-01-02				
Spill Number/Closed Date: 8800569 / 1988-04-26				
Spill Number/Closed Date: 9507927 / 1995-12-31				
Site ID: 266424				
Site ID: 251438				
Site ID: 251439				
Spill Date: 2000-08-31				
Spill Date: 1988-04-18				
Spill Date: 1995-09-27				
<b>ST. JOSEPH HOSPITAL</b>	<b>110 UNION AVENUE</b>	<b>ESE 1/4 - 1/2 (0.456 mi.)</b>	<b>96</b>	<b>378</b>
Spill Number/Closed Date: 8708111 / 1989-07-10				
Site ID: 143447				
Spill Date: 1987-12-18				
<b>NAT GRID</b>	<b>300 ERIE BLVD WEST</b>	<b>S 1/4 - 1/2 (0.459 mi.)</b>	<b>Z97</b>	<b>379</b>
Spill Number/Closed Date: 8710546 / 1988-05-20				
Site ID: 150027				
Spill Date: 1988-03-17				
<b>INFINITY OF SYRACUSE</b>	<b>736 WEST GENESEE ST</b>	<b>SW 1/4 - 1/2 (0.471 mi.)</b>	<b>100</b>	<b>396</b>
Spill Number/Closed Date: 8905600 / 1990-01-24				
Site ID: 200929				
Spill Date: 1989-09-07				
<b>FORMER DOT</b>	<b>VAN RESSELAER STREET</b>	<b>WSW 1/4 - 1/2 (0.478 mi.)</b>	<b>101</b>	<b>398</b>
Spill Number/Closed Date: 9703337 / 2002-08-06				
Site ID: 175481				
Spill Date: 1997-06-17				
<b>ST JOSEPHS HOSP HEAL</b>	<b>201 PROSPECT AVE</b>	<b>ESE 1/4 - 1/2 (0.481 mi.)</b>	<b>102</b>	<b>399</b>
Spill Number/Closed Date: 0306359 / 2003-11-03				
Site ID: 320693				
Spill Date: 2003-09-12				
<b>FORMER LEEDS BUILDIN</b>	<b>407-409 HICKORY STRE</b>	<b>ESE 1/4 - 1/2 (0.496 mi.)</b>	<b>103</b>	<b>400</b>
Spill Number/Closed Date: 0550311 / 2005-09-13				
Site ID: 346349				
Spill Date: 2005-05-03				
<b>Lower Elevation</b>	<b>Address</b>	<b>Direction / Distance</b>	<b>Map ID</b>	<b>Page</b>
<b>AUGSBURY TERMINAL</b>	<b>OIL CITY, SOLAR STRE</b>	<b>W 0 - 1/8 (0.063 mi.)</b>	<b>C7</b>	<b>98</b>
Spill Number/Closed Date: 8803731 / 1988-11-25				
Spill Number/Closed Date: 8001363 / 1980-12-22				
Site ID: 157877				
Site ID: 296574				
Spill Date: 1988-07-29				
Spill Date: 1980-12-19				
<b>SUNNYDALE TERMINAL</b>	<b>OIL CITY, SOLAR STRE</b>	<b>W 0 - 1/8 (0.065 mi.)</b>	<b>C8</b>	<b>102</b>

## EXECUTIVE SUMMARY

Spill Number/Closed Date: 8902164 / 1991-01-18					
Site ID: 157878					
Spill Date: 1989-05-23					
SYRACUSE SCALE	156 SOLAR STREET	WNW 0 - 1/8 (0.090 mi.)	F14	112	
Spill Number/Closed Date: 9511787 / 1996-12-31					
Site ID: 211790					
Spill Date: 1995-12-18					
FRANKLIN CENTER	455 NORHT FRANKLIN C	S 0 - 1/8 (0.098 mi.)	E20	127	
Spill Number/Closed Date: 0302073 / 2004-05-04					
Site ID: 241385					
Spill Date: 2003-05-27					
J & S LEASING	212 SOLAR STREET	NW 1/8 - 1/4 (0.136 mi.)	38	166	
Spill Number/Closed Date: 9710063 / 2002-06-03					
Site ID: 143307					
Spill Date: 1997-10-31					
ESSELETTE PENDAFLEX	SPENCER & SOLAN STRE	NW 1/8 - 1/4 (0.177 mi.)	L44	203	
Spill Number/Closed Date: 9510582 / 1995-12-31					
Site ID: 183752					
Spill Date: 1995-11-20					
<b>SAFETY KLEEN OIL</b>	<b>DUKE DRIVE</b>	<b>NW 1/8 - 1/4 (0.184 mi.)</b>	<b>L46</b>	<b>207</b>	
Spill Number/Closed Date: 8907638 / 1989-11-01					
Site ID: 319407					
Spill Date: 1989-10-31					
<b>ONONDAGA LAKE</b>	<b>SOLAR STREET</b>	<b>NW 1/8 - 1/4 (0.191 mi.)</b>	<b>L50</b>	<b>220</b>	
Spill Number/Closed Date: 9206624 / 1993-03-22					
Site ID: 237973					
Spill Date: 1992-09-05					
<b>RYDER TRUCK RENTAL</b>	<b>300 SPENCER ST</b>	<b>NW 1/8 - 1/4 (0.207 mi.)</b>	<b>P61</b>	<b>250</b>	
Spill Number/Closed Date: 9000016 / 1990-04-13					
Site ID: 246470					
Spill Date: 1990-04-02					
<b>T &amp; T BUS</b>	<b>300 SPENCER STREET</b>	<b>NW 1/8 - 1/4 (0.207 mi.)</b>	<b>P62</b>	<b>263</b>	
Spill Number/Closed Date: 9205672 / 2005-09-13					
Site ID: 177895					
Spill Date: 1992-08-17					
<b>PISCATELL STONE SUPP</b>	<b>501 PLUM STREET</b>	<b>WSW 1/8 - 1/4 (0.220 mi.)</b>	<b>Q68</b>	<b>284</b>	
Spill Number/Closed Date: 9101275 / 1993-01-11					
Site ID: 287306					
Spill Date: 1991-04-30					
<b>APA TRUCKING</b>	<b>330 SPENCER STREET</b>	<b>WNW 1/8 - 1/4 (0.227 mi.)</b>	<b>R70</b>	<b>288</b>	
Spill Number/Closed Date: 9860049 / 1999-03-09					
Site ID: 227135					
Spill Date: 1998-10-22					
SYRACUSE SUBURBAN GA	SYRACUSE SUBURBAN GA	W 1/4 - 1/2 (0.372 mi.)	X86	354	
Spill Number/Closed Date: 9405972 / 1994-09-19					
Site ID: 140107					
Spill Date: 1994-08-02					
<b>SYRACUSE PARKS &amp; REC</b>	<b>412 SPENCER ST</b>	<b>W 1/4 - 1/2 (0.373 mi.)</b>	<b>88</b>	<b>359</b>	
Spill Number/Closed Date: 8804997 / 1989-05-08					
Site ID: 221299					
Spill Date: 1988-09-08					
SYRACUSE PARKS&RECRE	PARKS & REC SPENCER	W 1/4 - 1/2 (0.391 mi.)	X90	366	



## EXECUTIVE SUMMARY

Spill Number/Closed Date: 8803250 / 1989-04-10  
 Site ID: 286128  
 Spill Date: 1988-07-14

### **State and tribal registered storage tank lists**

NY UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I 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, has revealed that there are 14 NY UST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
EXPRESSWAY PROPRTIE Database: UST, Date of Government Version: 12/18/2019	102 N. DIVISION ST	NNE 1/8 - 1/4 (0.133 mi.)	I31	150
FULTON STREET SERVIC Database: UST, Date of Government Version: 12/18/2019	311 GENANT DRIVE	E 1/8 - 1/4 (0.133 mi.)	J34	159
438 - 460 NORTH FRAN Database: UST, Date of Government Version: 12/18/2019	438 NORTH FRANKLIN S	SSE 1/8 - 1/4 (0.136 mi.)	K36	163
FELDMAN-MONDLICK, IN Database: UST, Date of Government Version: 12/18/2019	441 N. FRANKLIN ST	SSE 1/8 - 1/4 (0.142 mi.)	K40	168
DESTINY ARMS Database: UST, Date of Government Version: 12/18/2019	800 NORTH CLINTON ST	N 1/8 - 1/4 (0.209 mi.)	N64	269
<b>GREIF BROS. CORPORAT</b> Database: UST, Date of Government Version: 12/18/2019	<b>105 SPENCER ST</b>	<b>NNE 1/8 - 1/4 (0.241 mi.)</b>	<b>V77</b>	<b>301</b>
V.I.P. STRUCTURES, I Database: UST, Date of Government Version: 12/18/2019	ONE WEBSTER'S LANDIN	SSE 1/8 - 1/4 (0.245 mi.)	S80	316
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
SYRACUSE SCALE CO IN Database: UST, Date of Government Version: 12/18/2019	158 SOLAR ST	WNW 0 - 1/8 (0.091 mi.)	F15	113
MCK BUILDING ASSOCIA Database: UST, Date of Government Version: 12/18/2019	221 W. DIVISION ST	NNW 0 - 1/8 (0.092 mi.)	G17	117
ESSELTE-PENDAFLEX CO Database: UST, Date of Government Version: 12/18/2019	128 SPENCER STREET	NNW 1/8 - 1/4 (0.200 mi.)	M55	232
<b>RYDER TRUCK RENTAL</b> Database: UST, Date of Government Version: 12/18/2019	<b>300 SPENCER ST</b>	<b>NW 1/8 - 1/4 (0.207 mi.)</b>	<b>P61</b>	<b>250</b>
<b>BRADCO SUPPLY CORP.</b> Database: UST, Date of Government Version: 12/18/2019	<b>345 SPENCER ST</b>	<b>WNW 1/8 - 1/4 (0.215 mi.)</b>	<b>65</b>	<b>272</b>
PISCITELL STONE & SU Database: UST, Date of Government Version: 12/18/2019	501 PLUM STREET	WSW 1/8 - 1/4 (0.220 mi.)	Q66	278
APA TRANSPORT CORP. Database: UST, Date of Government Version: 12/18/2019	330 SPENCER ST	WNW 1/8 - 1/4 (0.227 mi.)	R69	286

## EXECUTIVE SUMMARY

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 12/18/2019 has revealed that there is 1 NY MOSF site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>SUNNYDALE CORP</b> Tank Status: Unregulated/Closed Facility Id: 7-1820	<b>418 SOLAR ST</b>	<b>NW 1/4 - 1/2 (0.372 mi.)</b>	<b>87</b>	<b>356</b>

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 12/18/2019 has revealed that there are 2 NY CBS sites within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>KING LABORATORIES IN</b> Facility Status: Unregulated/Closed CBS Number: 7-000004	<b>127 SOLAR ST</b>	<b>W 0 - 1/8 (0.093 mi.)</b>	<b>18</b>	<b>120</b>
<b>VACANT INDUSTRIAL PR</b> Facility Status: Unregulated/Closed CBS Number: 7-000180	<b>128 SPENCER ST</b>	<b>NNW 1/8 - 1/4 (0.200 mi.)</b>	<b>M56</b>	<b>238</b>

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, has revealed that there are 4 NY AST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>HIAWATHA USED CARS I</b> Database: AST, Date of Government Version: 12/18/2019 Facility Id: 7-601052	<b>1006 NORTH STATE ST</b>	<b>NNE 1/8 - 1/4 (0.233 mi.)</b>	<b>T72</b>	<b>292</b>
<b>THE LOFTS AT FRANKLI</b> Database: AST, Date of Government Version: 12/18/2019 Facility Id: 7-600934	<b>SOLAR &amp; PLUM STS</b>	<b>SSW 0 - 1/8 (0.081 mi.)</b>	<b>11</b>	<b>104</b>
<b>SYRACUSE SCALE CO IN</b> Database: AST, Date of Government Version: 12/18/2019 Facility Id: 7-600407	<b>158 SOLAR ST</b>	<b>WNW 0 - 1/8 (0.091 mi.)</b>	<b>F16</b>	<b>115</b>
<b>FIRST STUDENT INC #</b> Database: AST, Date of Government Version: 12/18/2019 Facility Id: 7-600373	<b>300 SPENCER ST</b>	<b>NW 1/8 - 1/4 (0.207 mi.)</b>	<b>P63</b>	<b>265</b>

## EXECUTIVE SUMMARY

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.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b><i>KING LABORATORIES IN</i></b> Facility Status: 2 Facility Status: 1 CBS Number: 7-000004	<b><i>127 SOLAR ST</i></b>	<b><i>W 0 - 1/8 (0.093 mi.)</i></b>	<b><i>18</i></b>	<b><i>120</i></b>
<b><i>128 SPENCER STREET</i></b> Facility Status: 2 Facility Status: 1 CBS Number: 7-000180	<b><i>128 SPENCER STREET</i></b>	<b><i>NNW 1/8 - 1/4 (0.200 mi.)</i></b>	<b><i>M52</i></b>	<b><i>223</i></b>

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, has revealed that there is 1 NY TANKS site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>JAMES J. LOCASTRO, I</b> Database: TANKS, Date of Government Version: 12/18/2019 Facility Id: 7-600316 Site Status: Inactive	<b>1020 N. STATE ST</b>	<b>NNE 1/8 - 1/4 (0.238 mi.)</b>	<b>T74</b>	<b>295</b>

### ***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 02/10/2020 has revealed that there are 2 NY ENG CONTROLS sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b><i>432 NORTH FRANKLIN S</i></b> Site Code: 58698	<b><i>432 NORTH FRANKLIN S</i></b>	<b><i>SSE 1/8 - 1/4 (0.148 mi.)</i></b>	<b><i>K41</i></b>	<b><i>170</i></b>
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b><i>AMERICAN BAG AND MET</i></b> Site Code: 58089	<b><i>400-404 &amp; 380 SPENCE</i></b>	<b><i>W 1/4 - 1/2 (0.317 mi.)</i></b>	<b><i>W84</i></b>	<b><i>329</i></b>

## EXECUTIVE SUMMARY

Environmental Remediation sites that have institutional controls in place.

A review of the NY INST CONTROL list, as provided by EDR, and dated 02/10/2020 has revealed that there are 2 NY INST CONTROL sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>432 NORTH FRANKLIN S</b> Site Code: 58698	<b>432 NORTH FRANKLIN S</b>	<b>SSE 1/8 - 1/4 (0.148 mi.)</b>	<b>K41</b>	<b>170</b>

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>AMERICAN BAG AND MET</b> Site Code: 58089	<b>400-404 &amp; 380 SPENCE</b>	<b>W 1/4 - 1/2 (0.317 mi.)</b>	<b>W84</b>	<b>329</b>

### **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, has revealed that there are 2 NY VCP sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>432 NORTH FRANKLIN S</b> Database: VCP, Date of Government Version: 02/10/2020 Site Code: 58891	<b>432 NORTH FRANKLIN S</b>	<b>SSE 1/8 - 1/4 (0.148 mi.)</b>	<b>K41</b>	<b>170</b>

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>AMERICAN BAG AND MET</b> Database: VCP, Date of Government Version: 02/10/2020 Site Code: 58654	<b>400-404 &amp; 380 SPENCE</b>	<b>W 1/4 - 1/2 (0.317 mi.)</b>	<b>W84</b>	<b>329</b>

### **State and tribal Brownfields sites**

NY BROWNFIELDS: Brownfields Site List

A review of the NY BROWNFIELDS list, as provided by EDR, and dated 02/10/2020 has revealed that there are 4 NY BROWNFIELDS sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>432 NORTH FRANKLIN S</b> Site Code: 58698	<b>432 NORTH FRANKLIN S</b>	<b>SSE 1/8 - 1/4 (0.148 mi.)</b>	<b>K41</b>	<b>170</b>
<b>FORMER LEEDS BUILDIN</b> Site Code: 59138	<b>407-409 HICKORY STRE</b>	<b>ESE 1/4 - 1/2 (0.496 mi.)</b>	<b>103</b>	<b>400</b>

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>128 SPENCER STREET</b>	<b>128 SPENCER STREET</b>	<b>NNW 1/8 - 1/4 (0.200 mi.)</b>	<b>M52</b>	<b>223</b>

## EXECUTIVE SUMMARY

Site Code: 504540

**AMERICAN BAG AND MET**

**400-404 & 380 SPENCE**

**W 1/4 - 1/2 (0.317 mi.)**

**W84**

**329**

Site Code: 422266

Site Code: 58089

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 02/10/2020 has revealed that there is 1 NY ERP site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
OTISCA BUILDING Site Code: 375836	900 NORTH MCBRIDE ST	ENE 1/4 - 1/2 (0.454 mi.)	Y95	377

### ADDITIONAL ENVIRONMENTAL RECORDS

#### **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 02/07/2020 has revealed that there are 10 NY Spills sites within approximately 0.125 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
TELEPHONE POLE Spill Date: 2006-07-03 Spill Number/Closed Date: 0603681 / 2008-05-16 Site ID: 366448	GENANT DRIVE/AT NORT	SSE 0 - 1/8 (0.099 mi.)	E21	128
SPILL NUMBER 9706457 Spill Date: 1997-08-28 Spill Number/Closed Date: 9706457 / 1997-10-31 Site ID: 322558	22 DIVISION ST/N CLI	NNE 0 - 1/8 (0.105 mi.)	H23	133
689 NORTH CLINTON ST Spill Date: 2000-07-07 Spill Number/Closed Date: 0004191 / 2000-08-15 Site ID: 248537	689 NORTH CLINTON ST	N 0 - 1/8 (0.111 mi.)	H24	134

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DUPLY ENVELOPE & GRA	DUPLY PARK DR	WSW 0 - 1/8 (0.050 mi.)	B3	90

## EXECUTIVE SUMMARY

Spill Date: 2002-06-17				
Spill Number/Closed Date: 0202793 / 2002-06-17				
Site ID: 137711				
BORDEN PROPERTY	1 GAILBORDEN DRIVE	W 0 - 1/8 (0.059 mi.)	C4	91
Spill Date: 1997-09-12				
Spill Number/Closed Date: 9707031 / 2004-05-04				
Site ID: 266838				
<b>AUGSBURY TERMINAL</b>	<b>OIL CITY, SOLAR STRE</b>	<b>W 0 - 1/8 (0.063 mi.)</b>	<b>C7</b>	<b>98</b>
Spill Date: 1979-05-17				
Spill Date: 1980-12-09				
Spill Number/Closed Date: 7900226 / 1980-02-11				
Spill Number/Closed Date: 8001312 / 1985-01-01				
Site ID: 296573				
Site ID: 157875				
KING LAB	KING LABORATORY	W 0 - 1/8 (0.070 mi.)	C9	103
Spill Date: 1988-05-10				
Spill Number/Closed Date: 8801235 / 1988-05-10				
Site ID: 234918				
SYRACUSE SCALE COMPA	156 - 158 SOLAR ST	WNW 0 - 1/8 (0.090 mi.)	F13	111
Spill Date: 2016-10-27				
Spill Number/Closed Date: 1609292 / 2017-01-06				
Site ID: 538066				
ROTONDO WAREHOUSE	212 W. DIVISION ST	NNW 0 - 1/8 (0.112 mi.)	G25	135
Spill Date: 2006-08-11				
Spill Number/Closed Date: 0650792 / 2007-07-20				
Site ID: 368764				
ROTONDO WAREHOUSE	212 WEST DIVISION ST	NNW 0 - 1/8 (0.112 mi.)	G27	141
Spill Date: 2009-05-27				
Spill Date: 2009-07-07				
Spill Number/Closed Date: 0902302 / 2009-08-06				
Spill Number/Closed Date: 0904040 / 2009-07-29				
Site ID: 414339				
Site ID: 416181				

### **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 03/23/2020 has revealed that there are 26 RCRA NonGen / NLR sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>FRANKLIN CENTER RENO</b> EPA ID:: NYR000108548	<b>455 N FRANKLIN ST</b>	<b>SSE 0 - 1/8 (0.088 mi.)</b>	<b>E12</b>	<b>107</b>
<b>NIAGARA MOHAWK A NAT</b>	<b>W DIVISION ST &amp; N CL</b>	<b>N 1/8 - 1/4 (0.126 mi.)</b>	<b>29</b>	<b>143</b>

## EXECUTIVE SUMMARY

EPA ID:: NYP000971622				
<b>OAK KNITTING MILL CO</b>	<b>102 W DIVISION ST</b>	<b>NNE 1/8 - 1/4 (0.133 mi.)</b>	<b>I30</b>	<b>145</b>
EPA ID:: NYR000098707				
<b>NIAGARA MOHAWK - FUL</b>	<b>311 GENANT DR</b>	<b>E 1/8 - 1/4 (0.133 mi.)</b>	<b>J33</b>	<b>156</b>
EPA ID:: NYD980788285				
NIAGARA MOHAWK A NAT	431 GENANT ST	NE 1/8 - 1/4 (0.136 mi.)	37	165
EPA ID:: NYP000970731				
<b>FRANKLIN SQUARE ASSO</b>	<b>429N FRANKLIN ST</b>	<b>SSE 1/8 - 1/4 (0.179 mi.)</b>	<b>45</b>	<b>204</b>
EPA ID:: NYD986903896				
<b>SYRACUSE CIT OF - PL</b>	<b>500 PLUM ST</b>	<b>SSW 1/8 - 1/4 (0.186 mi.)</b>	<b>47</b>	<b>212</b>
EPA ID:: NYD982534968				
<b>NYSDEC - ANDYS CYCLE</b>	<b>921 N STATE ST</b>	<b>NE 1/8 - 1/4 (0.188 mi.)</b>	<b>48</b>	<b>216</b>
EPA ID:: NYP000967000				
NIAGARA MOHAWK A NAT	N STATE & ASH ST	ENE 1/8 - 1/4 (0.197 mi.)	51	222
EPA ID:: NYP000974673				
<b>NYSDOT BIN 1031580</b>	<b>I 81 UNDER SPENCER S</b>	<b>N 1/8 - 1/4 (0.203 mi.)</b>	<b>N58</b>	<b>242</b>
EPA ID:: NYD987027422				
<b>NYSDOT BIN 1031570</b>	<b>BUTTERNUT ST OVER I-</b>	<b>ESE 1/8 - 1/4 (0.206 mi.)</b>	<b>O59</b>	<b>244</b>
EPA ID:: NY0000234799				
<b>NYSDOT BIN 1031570</b>	<b>I 81 UNDER BUTTERNUT</b>	<b>ESE 1/8 - 1/4 (0.206 mi.)</b>	<b>O60</b>	<b>247</b>
EPA ID:: NYD987027414				
<b>NIAGARA MOHAWK A NAT</b>	<b>BUTTERNUT ST &amp; FRANK</b>	<b>SSE 1/8 - 1/4 (0.233 mi.)</b>	<b>S71</b>	<b>290</b>
EPA ID:: NYP000970988				
<b>TRIAD TECHNOLOGIES I</b>	<b>105 SPENCER ST</b>	<b>NNE 1/8 - 1/4 (0.241 mi.)</b>	<b>V79</b>	<b>312</b>
EPA ID:: NY0000236430				
<b>Lower Elevation</b>	<b>Address</b>	<b>Direction / Distance</b>	<b>Map ID</b>	<b>Page</b>
<b>ALBANY MOLECULAR RES</b>	<b>1 DUPLI PARK DR</b>	<b>SW 0 - 1/8 (0.062 mi.)</b>	<b>D6</b>	<b>94</b>
EPA ID:: NYR000059402				
<b>KING LABORATORIES IN</b>	<b>127 SOLAR ST</b>	<b>W 0 - 1/8 (0.093 mi.)</b>	<b>18</b>	<b>120</b>
EPA ID:: NYD002236784				
<b>FRANKLIN PROPERTIES</b>	<b>101 SOLAR ST</b>	<b>SW 0 - 1/8 (0.093 mi.)</b>	<b>19</b>	<b>125</b>
EPA ID:: NYR000107243				
<b>SYRACUSE LITHOGRAPHI</b>	<b>163 SOLAR STREET</b>	<b>WNW 0 - 1/8 (0.100 mi.)</b>	<b>F22</b>	<b>129</b>
EPA ID:: NYD986900819				
<b>ROTONDO WAREHOUSE</b>	<b>WEST DIVISION ST.</b>	<b>NNW 0 - 1/8 (0.112 mi.)</b>	<b>G26</b>	<b>136</b>
EPA ID:: NYD982531980				
NIAGARA MOHAWK A NAT	SOLAR ST & W DIVISIO	WNW 0 - 1/8 (0.113 mi.)	28	143
EPA ID:: NYP000971903				
<b>D &amp; J TRANSPORTATION</b>	<b>227 SOLAR ST</b>	<b>NW 1/8 - 1/4 (0.167 mi.)</b>	<b>43</b>	<b>199</b>
EPA ID:: NYD088658646				
<b>NIAGARA MOHAWK A NAT</b>	<b>SPENCER ST &amp; SOLAR S</b>	<b>NW 1/8 - 1/4 (0.189 mi.)</b>	<b>L49</b>	<b>218</b>
EPA ID:: NYP000971630				
BOORUM & PEASE	128 SPENCER ST	NNW 1/8 - 1/4 (0.200 mi.)	M53	225
EPA ID:: NYD000339309				
<b>ESSELTE PENDAFLEX CO</b>	<b>128 SPENCER ST</b>	<b>NNW 1/8 - 1/4 (0.200 mi.)</b>	<b>M54</b>	<b>228</b>

## EXECUTIVE SUMMARY

EPA ID:: NYD012498044

<b>RYDER TRUCK RENTAL</b> EPA ID:: NYD055864540	<b>300 SPENCER ST</b>	<b>NW 1/8 - 1/4 (0.207 mi.)</b>	<b>P61</b>	<b>250</b>
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<b>O M EDWARDS CO INC</b> EPA ID:: NYD002227726	<b>501 PLUM ST</b>	<b>WSW 1/8 - 1/4 (0.220 mi.)</b>	<b>Q67</b>	<b>280</b>
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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 01/30/2020 has revealed that there is 1 ROD site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>ONONDAGA LAKE</b> EPA ID:: NYD986913580	<b>POSTAL ADDRESS IS UN</b>	<b>W 1/4 - 1/2 (0.271 mi.)</b>	<b>0</b>	<b>9</b>

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.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>NIMO, SYRACUSE (ERIE</b>	<b>300 ERIE BLVD</b>	<b>S 1/4 - 1/2 (0.459 mi.)</b>	<b>Z98</b>	<b>393</b>

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 01/01/2019 has revealed that there are 23 NY MANIFEST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>FRANKLIN CENTER RENO</b> EPA ID: NYR000108548	<b>455 N FRANKLIN ST</b>	<b>SSE 0 - 1/8 (0.088 mi.)</b>	<b>E12</b>	<b>107</b>
<b>OAK KNITTING MILL CO</b> EPA ID: NYR000098707	<b>102 W DIVISION ST</b>	<b>NNE 1/8 - 1/4 (0.133 mi.)</b>	<b>I30</b>	<b>145</b>
<b>NIAGARA MOHAWK - FUL</b> EPA ID: NYD980788285	<b>311 GENANT DR</b>	<b>E 1/8 - 1/4 (0.133 mi.)</b>	<b>J33</b>	<b>156</b>
<b>NATIONAL GRID ASH ST</b> EPA ID: NYD980782254	<b>GENANT DR</b>	<b>ENE 1/8 - 1/4 (0.165 mi.)</b>	<b>42</b>	<b>194</b>
<b>FRANKLIN SQUARE ASSO</b>	<b>429N FRANKLIN ST</b>	<b>SSE 1/8 - 1/4 (0.179 mi.)</b>	<b>45</b>	<b>204</b>



## EXECUTIVE SUMMARY

EPA ID: NYD986903896				
<b>SYRACUSE CIT OF - PL</b>	<b>500 PLUM ST</b>	<b>SSW 1/8 - 1/4 (0.186 mi.)</b>	<b>47</b>	<b>212</b>
EPA ID: NYD982534968				
<b>NYSDEC - ANDYS CYCLE</b>	<b>921 N STATE ST</b>	<b>NE 1/8 - 1/4 (0.188 mi.)</b>	<b>48</b>	<b>216</b>
EPA ID: NYP000967000				
<b>NYSDOT BIN 1031580</b>	<b>I 81 UNDER SPENCER S</b>	<b>N 1/8 - 1/4 (0.203 mi.)</b>	<b>N58</b>	<b>242</b>
EPA ID: NYD987027422				
<b>NYSDOT BIN 1031570</b>	<b>BUTTERNUT ST OVER I-</b>	<b>ESE 1/8 - 1/4 (0.206 mi.)</b>	<b>O59</b>	<b>244</b>
EPA ID: NY0000234799				
<b>NYSDOT BIN 1031570</b>	<b>I 81 UNDER BUTTERNUT</b>	<b>ESE 1/8 - 1/4 (0.206 mi.)</b>	<b>O60</b>	<b>247</b>
EPA ID: NYD987027414				
<b>NIAGARA MOHAWK A NAT</b>	<b>BUTTERNUT ST &amp; FRANK</b>	<b>SSE 1/8 - 1/4 (0.233 mi.)</b>	<b>S71</b>	<b>290</b>
EPA ID: NYP000970988				
<b>LEARBURY CENTRE</b>	<b>329 N SALINA ST</b>	<b>ESE 1/8 - 1/4 (0.238 mi.)</b>	<b>U76</b>	<b>298</b>
EPA ID: NYR000194068				
<b>GREIF BROS. CORPORAT</b>	<b>105 SPENCER ST</b>	<b>NNE 1/8 - 1/4 (0.241 mi.)</b>	<b>V77</b>	<b>301</b>
EPA ID: NYD043824697				
<b>TRIAD TECHNOLOGIES I</b>	<b>105 SPENCER ST</b>	<b>NNE 1/8 - 1/4 (0.241 mi.)</b>	<b>V79</b>	<b>312</b>
EPA ID: NY0000236430				
<b>Lower Elevation</b>	<b>Address</b>	<b>Direction / Distance</b>	<b>Map ID</b>	<b>Page</b>
AMERICAN ADVANCED OR	1 DUPLI PARK DR	SW 0 - 1/8 (0.062 mi.)	D5	92
EPA ID: NYR000059402				
<b>KING LABORATORIES IN</b>	<b>127 SOLAR ST</b>	<b>W 0 - 1/8 (0.093 mi.)</b>	<b>18</b>	<b>120</b>
EPA ID: NYD002236784				
<b>SYRACUSE LITHOGRAPHI</b>	<b>163 SOLAR STREET</b>	<b>WNW 0 - 1/8 (0.100 mi.)</b>	<b>F22</b>	<b>129</b>
EPA ID: NYD986900819				
<b>ROTONDO WAREHOUSE</b>	<b>WEST DIVISION ST.</b>	<b>NNW 0 - 1/8 (0.112 mi.)</b>	<b>G26</b>	<b>136</b>
EPA ID: NYD982531980				
<b>D &amp; J TRANSPORTATION</b>	<b>227 SOLAR ST</b>	<b>NW 1/8 - 1/4 (0.167 mi.)</b>	<b>43</b>	<b>199</b>
EPA ID: NYD088658646				
<b>ESSELTE PENDAFLEX CO</b>	<b>128 SPENCER ST</b>	<b>NNW 1/8 - 1/4 (0.200 mi.)</b>	<b>M54</b>	<b>228</b>
EPA ID: NYD012498044				
BOORUM & PEASE	128 SPENCER ST	NNW 1/8 - 1/4 (0.200 mi.)	M57	240
EPA ID: NYD000339309				
<b>RYDER TRUCK RENTAL</b>	<b>300 SPENCER ST</b>	<b>NW 1/8 - 1/4 (0.207 mi.)</b>	<b>P61</b>	<b>250</b>
EPA ID: NYD055864540				
<b>O M EDWARDS CO INC</b>	<b>501 PLUM ST</b>	<b>WSW 1/8 - 1/4 (0.220 mi.)</b>	<b>Q67</b>	<b>280</b>
EPA ID: NYD002227726				

PA MANIFEST: Hazardous waste manifest information.

A review of the PA MANIFEST list, as provided by EDR, and dated 06/30/2018 has revealed that there are 4 PA MANIFEST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DYNAMIC PAK	102 W DIVISION ST	NNE 1/8 - 1/4 (0.133 mi.)	I32	152

## EXECUTIVE SUMMARY

Generator EPA Id: NYR000098707				
460 NORTH FRANKLIN S	438 NORTH FRANKLIN S	SSE 1/8 - 1/4 (0.136 mi.)	K35	160
Generator EPA Id: NYR000195909				
SYRACUSE BEHAVIORIAL	329 N SALINA STREET	ESE 1/8 - 1/4 (0.238 mi.)	U75	296
Generator EPA Id: NYR000194068				
TRIAD TECHNOLOGY	105 SPENCER ST	NNE 1/8 - 1/4 (0.241 mi.)	V78	307
Generator EPA Id: NY0000236430				

### 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 whale 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 (oily 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 is 1 EDR MGP site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NIMO - SYRACUSE - ER	300 ERIC BLVD WEST	S 1/4 - 1/2 (0.468 mi.)	99	396

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 is 1 EDR Hist Auto site within approximately 0.125 miles of the target property.

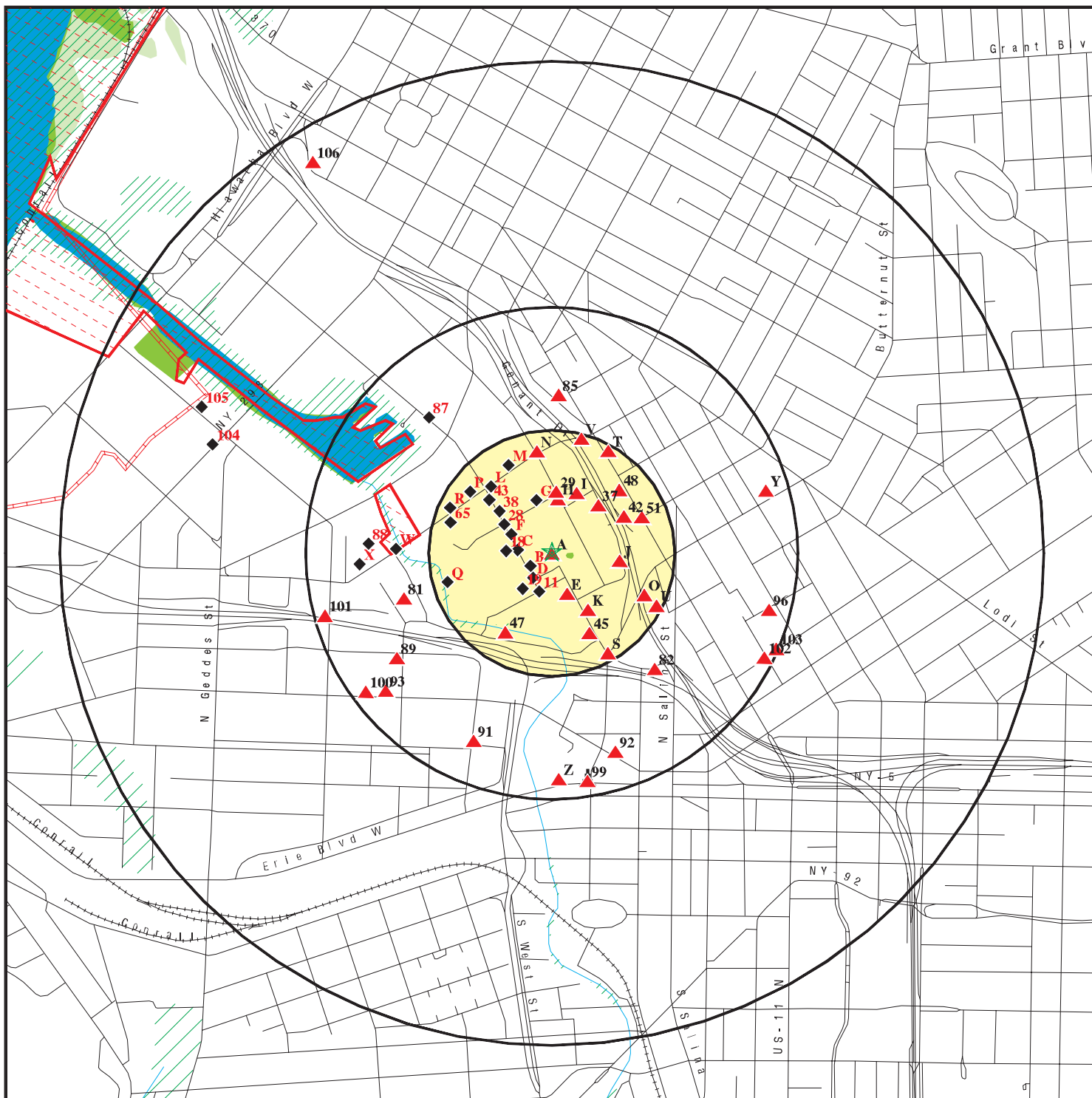
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HESS CORPORATION	115 SOLAR ST STE 102	WSW 0 - 1/8 (0.071 mi.)	B10	104

## EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 10 records.

<u>Site Name</u>	<u>Database(s)</u>
CARBACIO AUTO	NY ENG CONTROLS, NY INST CONTROL, NY VCP, NY BROWNFIELDS
NIMO - SYRACUSE - 7TH NORTH STREET	NY SHWS
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
C;ED ENTERPRISES	NY LTANKS
SPILL NUMBER 9513634	NY LTANKS
CORNER OF ERIE BLVD. & PEAT STREET	NY VCP

# OVERVIEW MAP - 6074696.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites

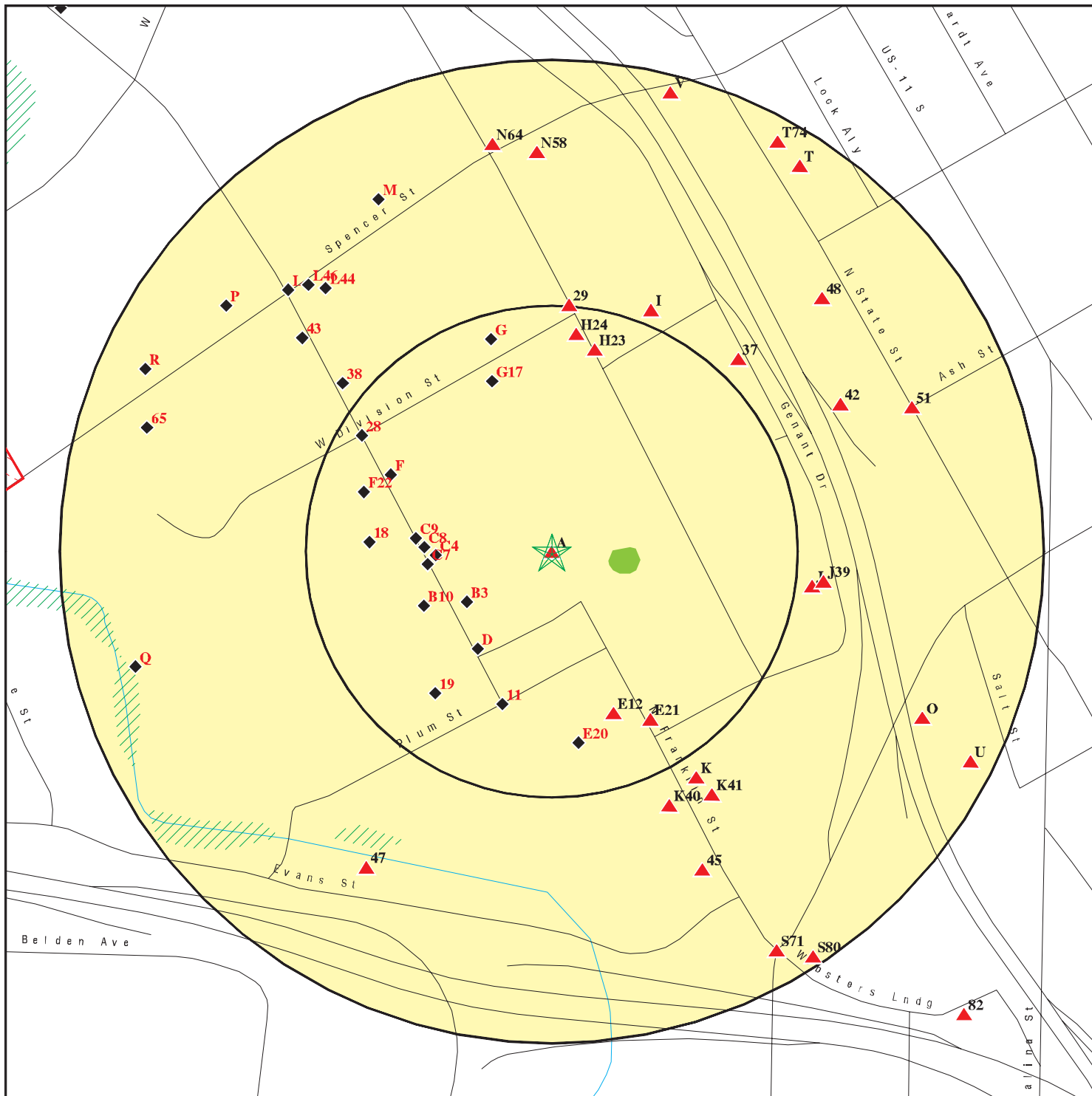
- Indian Reservations BIA
- Pipelines
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- National Wetland Inventory
- State Wetlands

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: 600 N. Franklin St., Syracuse, NY  
 ADDRESS: 600 North Franklin Street  
 Syracuse NY 13204  
 LAT/LONG: 43.057703 / 76.157035

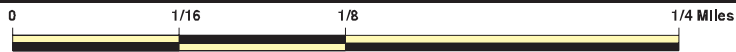
CLIENT: NEU-VELLE LLC  
 CONTACT: Danielle Bastian  
 INQUIRY #: 6074696.2s  
 DATE: May 27, 2020 2:14 pm

# DETAIL MAP - 6074696.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites

- Indian Reservations BIA
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- National Wetland Inventory
- State Wetlands



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: 600 N. Franklin St., Syracuse, NY  
 ADDRESS: 600 North Franklin Street  
 Syracuse NY 13204  
 LAT/LONG: 43.057703 / 76.157035

CLIENT: NEU-VELLE LLC  
 CONTACT: Danielle Bastian  
 INQUIRY #: 6074696.2s  
 DATE: May 27, 2020 2:15 pm

## 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
<b>STANDARD ENVIRONMENTAL RECORDS</b>								
<b><i>Federal NPL site list</i></b>								
NPL	1.000		0	0	1	0	NR	1
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
<b><i>Federal Delisted NPL site list</i></b>								
Delisted NPL	1.000		0	0	0	0	NR	0
<b><i>Federal CERCLIS list</i></b>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	2	NR	NR	2
<b><i>Federal CERCLIS NFRAP site list</i></b>								
SEMS-ARCHIVE	0.500		1	0	0	NR	NR	1
<b><i>Federal RCRA CORRACTS facilities list</i></b>								
CORRACTS	1.000		0	0	0	2	NR	2
<b><i>Federal RCRA non-CORRACTS TSD facilities list</i></b>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<b><i>Federal RCRA generators list</i></b>								
RCRA-LQG	0.250		1	2	NR	NR	NR	3
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
<b><i>Federal institutional controls / engineering controls registries</i></b>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	1	NR	NR	1
US INST CONTROLS	0.500		0	0	1	NR	NR	1
<b><i>Federal ERNS list</i></b>								
ERNS	TP		NR	NR	NR	NR	NR	0
<b><i>State- and tribal - equivalent CERCLIS</i></b>								
NY SHWS	1.000		0	0	2	2	NR	4
<b><i>State and tribal landfill and/or solid waste disposal site lists</i></b>								
NY SWF/LF	0.500		0	1	2	NR	NR	3
<b><i>State and tribal leaking storage tank lists</i></b>								
INDIAN LUST	0.500		0	0	0	NR	NR	0
NY LTANKS	0.500		4	9	14	NR	NR	27
NY HIST LTANKS	0.500		0	0	0	NR	NR	0
<b><i>State and tribal registered storage tank lists</i></b>								
FEMA UST	0.250		0	0	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 UST	0.250		2	12	NR	NR	NR	14
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		1	1	NR	NR	NR	2
NY AST	0.250		2	2	NR	NR	NR	4
NY CBS AST	0.250		1	1	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
<b>State and tribal institutional control / engineering control registries</b>								
NY RES DECL	0.125		0	NR	NR	NR	NR	0
NY ENG CONTROLS	0.500		0	1	1	NR	NR	2
NY INST CONTROL	0.500		0	1	1	NR	NR	2
<b>State and tribal voluntary cleanup sites</b>								
NY VCP	0.500		0	1	1	NR	NR	2
INDIAN VCP	0.500		0	0	0	NR	NR	0
<b>State and tribal Brownfields sites</b>								
NY BROWNFIELDS	0.500		0	2	2	NR	NR	4
NY ERP	0.500		0	0	1	NR	NR	1
<b>ADDITIONAL ENVIRONMENTAL RECORDS</b>								
<b>Local Brownfield lists</b>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b>Local Lists of Landfill / Solid Waste Disposal Sites</b>								
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
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
<b>Local Lists of Hazardous waste / Contaminated Sites</b>								
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
NY PFAS	0.500		0	0	0	NR	NR	0
<b>Local Lists of Registered Storage Tanks</b>								
NY HIST UST	0.250		0	0	NR	NR	NR	0
NY HIST AST	TP		NR	NR	NR	NR	NR	0
<b>Local Land Records</b>								
NY LIENS	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
LIENS 2	TP		NR	NR	NR	NR	NR	0
<b>Records of Emergency Release Reports</b>								
HMIRS	TP		NR	NR	NR	NR	NR	0
NY Spills	0.125		10	NR	NR	NR	NR	10
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
<b>Other Ascertainable Records</b>								
RCRA NonGen / NLR	0.250		7	19	NR	NR	NR	26
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	0	1	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	NR	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
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	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
NY MANIFEST	0.250	1	5	18	NR	NR	NR	24
PA MANIFEST	0.250		0	4	NR	NR	NR	4
NY SPDES	TP		NR	NR	NR	NR	NR	0
NY VAPOR REOPENED	0.500		0	0	0	NR	NR	0
NY UIC	TP		NR	NR	NR	NR	NR	0
NY COOLING TOWERS	TP		NR	NR	NR	NR	NR	0
MINES MRDS	TP		NR	NR	NR	NR	NR	0
<b><u>EDR HIGH RISK HISTORICAL RECORDS</u></b>								
<b><i>EDR Exclusive Records</i></b>								
EDR MGP	1.000		0	0	1	0	NR	1
EDR Hist Auto	0.125		1	NR	NR	NR	NR	1
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
<b><u>EDR RECOVERED GOVERNMENT ARCHIVES</u></b>								
<b><i>Exclusive Recovered Govt. Archives</i></b>								
NY RGA HWS	TP		NR	NR	NR	NR	NR	0
NY RGA LF	TP		NR	NR	NR	NR	NR	0
- Totals --		1	35	75	33	4	0	148

**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

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**A1 DUPLI ENVELOPE & GRAPHICS**  
**Target 600 FRANKLIN ST N**  
**Property SYRACUSE, NY 13204**

**NY MANIFEST S121966702**  
**N/A**

**Site 1 of 2 in cluster A**

**Actual:  
 384 ft.**

NY MANIFEST:  
 Name: DUPLI ENVELOPE & GRAPHICS  
 Address: 600 FRANKLIN ST N  
 City,State,Zip: SYRACUSE, NY 13204  
 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:  
 EPAID: 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: 2017  
 Trans1 State ID: ILR000130062  
 Trans2 State ID: NJD986607380  
 Generator Ship Date: 06/07/2017  
 Trans1 Recv Date: 06/07/2017  
 Trans2 Recv Date: 06/09/2017  
 TSD Site Recv Date: 07/03/2017  
 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: 003479813GBF  
 Import Indicator: N  
 Export Indicator: N  
 Discr Quantity Indicator: N  
 Discr Type Indicator: N  
 Discr Residue Indicator: N

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**DUPLI ENVELOPE & GRAPHICS (Continued)**

**S121966702**

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  
Waste Code: Not reported  
Quantity: 4  
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

**NPL**  
**Region**  
**West**  
**1/4-1/2**  
**1432 ft.**

**ONONDAGA LAKE**  
**POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE**  
**SYRACUSE, NY 13209**

**NPL 1000481580**  
**SEMS NYD986913580**  
**US ENG CONTROLS**  
**US INST CONTROLS**  
**NY Spills**  
**ROD**  
**PRP**

**NPL:**

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
EPA Region: 2  
Federal: N  
Final Date: 1994-12-16 00:00:00  
Site ID: 203382  
Latitude: 43.069443999999997  
Site Score: 50  
Longitude: -76.208055999999999

**NPL:**

EPA ID: NYD986913580  
Site ID: 0203382  
Site Status: F  
Federal Site: N  
EPA Region: 02  
Date Proposed: 05/10/93  
Date Deleted: Not reported  
Date Finalized: 12/16/94

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

ONONDAGA LAKE (Continued)

1000481580

NPL:

EPA ID:	NYD986913580
NPL Status:	Currently on the Final NPL
Substance ID:	Not reported
Substance:	Not reported
CAS #:	Not reported
Pathway:	Not reported
Scoring:	Not reported
EPA ID:	NYD986913580
NPL Status:	Currently on the Final NPL
Substance ID:	A038
Substance:	NICKEL AND COMPOUNDS
CAS #:	Not reported
Pathway:	NO PATHWAY INDICATED
Scoring:	1
EPA ID:	NYD986913580
NPL Status:	Currently on the Final NPL
Substance ID:	C013
Substance:	ANTHRACENE
CAS #:	120-12-7
Pathway:	NO PATHWAY INDICATED
Scoring:	1
EPA ID:	NYD986913580
NPL Status:	Currently on the Final NPL
Substance ID:	C178
Substance:	COPPER AND COMPOUNDS
CAS #:	Not reported
Pathway:	NO PATHWAY INDICATED
Scoring:	1
EPA ID:	NYD986913580
NPL Status:	Currently on the Final NPL
Substance ID:	C247
Substance:	ZINC AND COMPOUNDS
CAS #:	Not reported
Pathway:	NO PATHWAY INDICATED
Scoring:	1
EPA ID:	NYD986913580
NPL Status:	Currently on the Final NPL
Substance ID:	C332
Substance:	PHENANTHRENE
CAS #:	85-01-8
Pathway:	NO PATHWAY INDICATED
Scoring:	1
EPA ID:	NYD986913580
NPL Status:	Currently on the Final NPL
Substance ID:	C431
Substance:	FLUORENE
CAS #:	86-73-7
Pathway:	NO PATHWAY INDICATED
Scoring:	1

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

EPA ID: NYD986913580  
NPL Status: Currently on the Final NPL  
Substance ID: C460  
Substance: MERCURY  
CAS #: 7439-97-6  
Pathway: SURFACE WATER PATHWAY  
Scoring: 4

EPA ID: NYD986913580  
NPL Status: Currently on the Final NPL  
Substance ID: D004  
Substance: ARSENIC  
CAS #: 7440-38-2  
Pathway: NO PATHWAY INDICATED  
Scoring: 1

EPA ID: NYD986913580  
NPL Status: Currently on the Final NPL  
Substance ID: D006  
Substance: CADMIUM (CD)  
CAS #: 7440-43-9  
Pathway: NO PATHWAY INDICATED  
Scoring: 1

EPA ID: NYD986913580  
NPL Status: Currently on the Final NPL  
Substance ID: D007  
Substance: CHROMIUM  
CAS #: 7440-47-3  
Pathway: NO PATHWAY INDICATED  
Scoring: 1

EPA ID: NYD986913580  
NPL Status: Currently on the Final NPL  
Substance ID: D008  
Substance: LEAD (PB)  
CAS #: 7439-92-1  
Pathway: NO PATHWAY INDICATED  
Scoring: 1

EPA ID: NYD986913580  
NPL Status: Currently on the Final NPL  
Substance ID: U013  
Substance: ASBESTOS  
CAS #: 1332-21-4  
Pathway: NO PATHWAY INDICATED  
Scoring: 1

EPA ID: NYD986913580  
NPL Status: Currently on the Final NPL  
Substance ID: U019  
Substance: BENZENE  
CAS #: 71-43-2  
Pathway: NO PATHWAY INDICATED  
Scoring: 1

EPA ID: NYD986913580

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

NPL Status: Currently on the Final NPL  
Substance ID: U052  
Substance: CRESOLS  
CAS #: 1319-77-3  
Pathway: NO PATHWAY INDICATED  
Scoring: 1

EPA ID: NYD986913580  
NPL Status: Currently on the Final NPL  
Substance ID: U165  
Substance: NAPHTHALENE  
CAS #: 91-20-3  
Pathway: NO PATHWAY INDICATED  
Scoring: 1

EPA ID: NYD986913580  
NPL Status: Currently on the Final NPL  
Substance ID: U196  
Substance: PYRIDINE  
CAS #: 110-86-1  
Pathway: NO PATHWAY INDICATED  
Scoring: 1

EPA ID: NYD986913580  
NPL Status: Currently on the Final NPL  
Substance ID: U220  
Substance: TOLUENE  
CAS #: 108-88-3  
Pathway: NO PATHWAY INDICATED  
Scoring: 1

EPA ID: NYD986913580  
NPL Status: Currently on the Final NPL  
Substance ID: U239  
Substance: XYLENE  
CAS #: 1330-20-7  
Pathway: NO PATHWAY INDICATED  
Scoring: 1

EPA ID: NYD986913580  
NPL Status: Currently on the Final NPL  
Substance ID: Z009  
Substance: ISOPROPYLBENZENE  
CAS #: 98-82-8  
Pathway: NO PATHWAY INDICATED  
Scoring: 1

**NPL:**

EPA ID: NYD986913580  
Summary: 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.

EPA ID: NYD986913580  
Summary: Wastewater generated from acid washing of light oil. Several consent orders have been signed in recent years between AS and the New York

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

State Department of Environmental Conservation (NYSDEC) related to the Solvay Waste Beds, the Semet Residue Ponds

- EPA ID: NYD986913580  
Summary: 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 O
- EPA ID: NYD986913580  
Summary: nondaga 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
- EPA ID: NYD986913580  
Summary: 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
- EPA ID: NYD986913580  
Summary: e 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 lo
- EPA ID: NYD986913580  
Summary: cated in the Onondaga Lake watershed in an attempt to identify other potentially responsible parties. The description of the site release) is based on information available at the time the site was scored. The description may change as addi
- EPA ID: NYD986913580  
Summary: tional information is gathered on the sources and extent of contamination. See 56 FR 5600, February 11, 1991, or subsequent FR notices.)
- EPA ID: NYD986913580  
Summary: dth. 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.
- EPA ID: NYD986913580  
Summary: The site is composed of the lake itself, its tributaries and the upland ha ardous 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 hig
- EPA ID: NYD986913580  
Summary: h concentrations of mercury in several species of fish. The lake was re-opened to fishing in 1986 on a catch and release basis only. Population and industrial growth in the areas surrounding Onondaga Lake has resulted in extensive biological, chem
- EPA ID: NYD986913580

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Summary: ical, 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, chloroben ene, total xylenes, various polycyclic aromatic hydroc

EPA ID: NYD986913580  
Summary: arbons, 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)

EPA ID: NYD986913580  
Summary: 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

EPA ID: NYD986913580  
Summary: 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 hydr

EPA ID: NYD986913580  
Summary: oxide. 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 was

NPL:  
EPA ID: NYD986913580  
NPL Status: Final  
Proposed Date: 05/10/1993  
Final Date: 12/16/1994  
Deleted Date: Not reported

NPL:  
EPA ID: NYD986913580  
NPL Name: ONONDAGA LAKE

SEMS:  
Site ID: 0203382  
EPA ID: NYD986913580  
Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
Cong District: 24  
FIPS Code: 36067  
Latitude: 43.069444  
Longitude: -76.208056  
FF: N  
NPL: Currently on the Final NPL  
Non NPL Status: Not reported



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

SEMS Detail:

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: TG  
Action Name: TA GRANT  
SEQ: 1  
Start Date: 1995-09-29 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: TA  
Action Name: TECH ASSIST  
SEQ: 1  
Start Date: 2000-09-30 04:00:00  
Finish Date: 10/2/2008 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: TA  
Action Name: TECH ASSIST  
SEQ: 2  
Start Date: 2000-09-30 04:00:00  
Finish Date: 10/2/2008 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: TA  
Action Name: TECH ASSIST  
SEQ: 3  
Start Date: 2000-09-30 04:00:00

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Finish Date: 10/2/2008 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 1  
Start Date: 2006-04-17 04:00:00  
Finish Date: 1/30/2007 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: HR  
Action Name: HAZRANK  
SEQ: 1  
Start Date: 1992-09-29 04:00:00  
Finish Date: 9/29/1992 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: CR  
Action Name: CI  
SEQ: 1  
Start Date: 1994-12-16 05:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: TA

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Action Name: TECH ASSIST  
SEQ: 4  
Start Date: 2000-09-30 04:00:00  
Finish Date: 10/2/2008 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 25  
Action Code: CO  
Action Name: RI/FS  
SEQ: 2  
Start Date: 2009-10-27 04:00:00  
Finish Date: 9/30/2014 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 25  
Action Code: RO  
Action Name: ROD  
SEQ: 21  
Start Date: 2014-09-30 04:00:00  
Finish Date: 9/30/2014 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 5  
Start Date: 2009-06-30 05:00:00  
Finish Date: 10/8/2009 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

FF: N  
OU: 00  
Action Code: FM  
Action Name: FPA/MA  
SEQ: 1  
Start Date: 2011-08-19 04:00:00  
Finish Date: 8/19/2011 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FM  
Action Name: FPA/MA  
SEQ: 2  
Start Date: 2011-08-19 04:00:00  
Finish Date: 8/19/2011 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FP  
Action Name: FPA  
SEQ: 1  
Start Date: 2011-08-19 04:00:00  
Finish Date: 8/19/2011 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 18  
Start Date: 2015-09-25 05:00:00  
Finish Date: 9/25/2015 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 19  
Start Date: 2014-10-08 04:00:00  
Finish Date: 10/8/2014 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 14  
Start Date: 2015-09-24 05:00:00  
Finish Date: 9/24/2015 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 18  
Action Code: RO  
Action Name: ROD  
SEQ: 27  
Start Date: 2018-09-28 05:00:00  
Finish Date: 9/28/2018 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 21  
Start Date: 2017-04-27 04:00:00  
Finish Date: 4/27/2017 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 25  
Start Date: 2016-12-14 05:00:00  
Finish Date: 9/7/2017 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 26  
Start Date: 2016-06-29 04:00:00  
Finish Date: 5/24/2017 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 2  
Start Date: 2011-04-14 05:00:00  
Finish Date: 1/17/2012 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: NP  
Action Name: PROPOSED  
SEQ: 1  
Start Date: 1993-05-10 04:00:00  
Finish Date: 5/10/1993 4:00:00 AM

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Qual: Not reported  
Current Action Lead: EPA Perf  
  
Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: NF  
Action Name: NPL FINL  
SEQ: 1  
Start Date: 1994-12-16 05:00:00  
Finish Date: 12/16/1994 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 3  
Start Date: 2016-05-20 05:00:00  
Finish Date: 5/20/2016 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 27  
Action Code: RO  
Action Name: ROD  
SEQ: 29  
Start Date: 2019-03-19 04:00:00  
Finish Date: 3/19/2019 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

SEQ: 29  
Start Date: 2016-12-14 05:00:00  
Finish Date: 9/7/2017 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 27  
Start Date: 2019-11-01 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 23  
Start Date: 2019-05-09 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 24  
Start Date: 2019-06-27 05:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

OU: 00  
Action Code: FE  
Action Name: 5 YEAR  
SEQ: 28  
Start Date: 2019-05-03 05:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 06  
Action Code: BF  
Action Name: PRP RA  
SEQ: 2  
Start Date: 2018-04-17 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 05  
Action Code: BE  
Action Name: PRP RD  
SEQ: 7  
Start Date: 2001-08-23 04:00:00  
Finish Date: 9/30/2004 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 05  
Action Code: BF  
Action Name: PRP RA  
SEQ: 6  
Start Date: 2004-09-30 04:00:00  
Finish Date: 11/13/2012 5:00:00 AM  
Qual: FR  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 02  
Action Code: BE  
Action Name: PRP RD  
SEQ: 6  
Start Date: 2007-01-04 05:00:00  
Finish Date: 4/25/2011 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 06  
Action Code: BE  
Action Name: PRP RD  
SEQ: 2  
Start Date: 2018-02-01 05:00:00  
Finish Date: 4/17/2018 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 10  
Action Code: NK  
Action Name: PRP FS  
SEQ: 1  
Start Date: 1993-10-01 04:00:00  
Finish Date: 2/9/1998 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 09  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 9  
Start Date: 1997-09-27 04:00:00  
Finish Date: 3/31/2015 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 01  
Action Code: NA  
Action Name: PRP RI  
SEQ: 1  
Start Date: 2000-09-27 04:00:00  
Finish Date: 10/2/2008 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 08  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 8  
Start Date: 1997-11-11 05:00:00  
Finish Date: 3/29/2007 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 08  
Action Code: BF  
Action Name: PRP RA  
SEQ: 9  
Start Date: 2010-08-12 04:00:00  
Finish Date: 10/1/2014 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 08  
Action Code: BE  
Action Name: PRP RD  
SEQ: 10  
Start Date: 2007-07-10 04:00:00  
Finish Date: 8/12/2010 4:00:00 AM

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Qual: Not reported  
Current Action Lead: St Ovrsght  
  
Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 08  
Action Code: OM  
Action Name: OM  
SEQ: 3  
Start Date: 2014-10-01 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 13  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 13  
Start Date: 1999-09-29 04:00:00  
Finish Date: 3/31/2010 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 10  
Action Code: BE  
Action Name: PRP RD  
SEQ: 8  
Start Date: 1998-02-09 05:00:00  
Finish Date: 7/15/1999 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 20  
Action Code: BD  
Action Name: PRP RI/FS

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

SEQ: 19  
Start Date: 1998-01-22 05:00:00  
Finish Date: 4/29/2009 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 09  
Action Code: BE  
Action Name: PRP RD  
SEQ: 11  
Start Date: 2015-08-17 05:00:00  
Finish Date: 6/9/2017 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 09  
Action Code: BF  
Action Name: PRP RA  
SEQ: 10  
Start Date: 2016-10-21 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 02  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 2  
Start Date: 1992-03-16 05:00:00  
Finish Date: 7/1/2005 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

OU: 10  
Action Code: BF  
Action Name: PRP RA  
SEQ: 7  
Start Date: 1999-07-15 04:00:00  
Finish Date: 9/28/2001 4:00:00 AM  
Qual: FR  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 18  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 18  
Start Date: 2002-11-08 05:00:00  
Finish Date: 9/28/2018 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 22  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 21  
Start Date: 2005-10-04 04:00:00  
Finish Date: 12/2/2014 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 06  
Action Code: BE  
Action Name: PRP RD  
SEQ: 14  
Start Date: 2004-10-20 04:00:00  
Finish Date: 12/4/2009 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 06  
Action Code: BF  
Action Name: PRP RA  
SEQ: 13  
Start Date: 2009-12-04 05:00:00  
Finish Date: 9/28/2018 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 19  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 17  
Start Date: 2002-11-01 05:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 20  
Action Code: BE  
Action Name: PRP RD  
SEQ: 12  
Start Date: 2010-12-31 05:00:00  
Finish Date: 9/13/2013 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 20  
Action Code: BF  
Action Name: PRP RA  
SEQ: 11  
Start Date: 2012-03-22 04:00:00  
Finish Date: 10/5/2016 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 20  
Action Code: EE  
Action Name: EE/CA  
SEQ: 1  
Start Date: 2002-07-22 04:00:00  
Finish Date: 4/29/2009 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 20  
Action Code: BB  
Action Name: PRP RV  
SEQ: 2  
Start Date: 2011-04-25 05:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 11  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 26  
Start Date: 2010-03-16 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 24  
Action Code: BE  
Action Name: PRP RD  
SEQ: 19  
Start Date: 2010-12-31 05:00:00  
Finish Date: 9/13/2013 5:00:00 AM



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Qual: Not reported  
Current Action Lead: St Ovrsght  
  
Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 24  
Action Code: BF  
Action Name: PRP RA  
SEQ: 18  
Start Date: 2013-09-13 05:00:00  
Finish Date: 10/5/2016 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 05  
Action Code: BF  
Action Name: PRP RA  
SEQ: 19  
Start Date: 2004-09-30 04:00:00  
Finish Date: Not reported  
Qual: FR  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 13  
Action Code: BE  
Action Name: PRP RD  
SEQ: 16  
Start Date: 2010-04-01 04:00:00  
Finish Date: 9/28/2011 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 13  
Action Code: BF  
Action Name: PRP RA

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

SEQ: 15  
Start Date: 2011-09-28 04:00:00  
Finish Date: 9/27/2013 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 22  
Action Code: EE  
Action Name: EE/CA  
SEQ: 4  
Start Date: 2007-06-07 04:00:00  
Finish Date: 8/10/2011 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 18  
Action Code: EE  
Action Name: EE/CA  
SEQ: 2  
Start Date: 2007-03-09 05:00:00  
Finish Date: 5/12/2011 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 18  
Action Code: EE  
Action Name: EE/CA  
SEQ: 3  
Start Date: 2009-02-17 05:00:00  
Finish Date: 3/30/2012 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

OU: 02  
Action Code: BE  
Action Name: PRP RD  
SEQ: 22  
Start Date: 2007-01-04 05:00:00  
Finish Date: 5/8/2012 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 02  
Action Code: BE  
Action Name: PRP RD  
SEQ: 23  
Start Date: 2007-01-04 05:00:00  
Finish Date: 9/21/2011 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 08  
Action Code: BE  
Action Name: PRP RD  
SEQ: 25  
Start Date: 2007-06-10 04:00:00  
Finish Date: 12/23/2013 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 13  
Action Code: BE  
Action Name: PRP RD  
SEQ: 26  
Start Date: 2010-04-01 04:00:00  
Finish Date: 3/2/2018 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 24  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 24  
Start Date: 1998-01-22 05:00:00  
Finish Date: 10/1/2009 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 22  
Action Code: BF  
Action Name: PRP RA  
SEQ: 28  
Start Date: 2015-06-30 04:00:00  
Finish Date: 9/28/2018 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 22  
Action Code: BF  
Action Name: PRP RA  
SEQ: 36  
Start Date: 2015-07-06 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 03  
Action Code: BE  
Action Name: PRP RD  
SEQ: 3  
Start Date: 2019-09-27 05:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 05  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 3  
Start Date: 1995-10-20 04:00:00  
Finish Date: 9/29/2000 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 01  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 1  
Start Date: 1994-09-30 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 06  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 4  
Start Date: 1989-06-26 04:00:00  
Finish Date: 3/28/2002 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 27  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 29  
Start Date: 2015-06-01 05:00:00  
Finish Date: 3/19/2019 4:00:00 AM

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Qual: Not reported  
Current Action Lead: St Ovrsght  
  
Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 03  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 5  
Start Date: 1990-08-10 04:00:00  
Finish Date: 9/26/2019 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 18  
Action Code: BE  
Action Name: PRP RD  
SEQ: 17  
Start Date: 2018-11-05 05:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 02  
Action Code: OM  
Action Name: OM  
SEQ: 4  
Start Date: 2019-09-19 05:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 02  
Action Code: BF  
Action Name: PRP RA

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

SEQ: 5  
Start Date: 2010-07-21 05:00:00  
Finish Date: 9/19/2019 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 13  
Action Code: BF  
Action Name: PRP RA  
SEQ: 26  
Start Date: 2018-03-02 05:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 02  
Action Code: BF  
Action Name: PRP RA  
SEQ: 22  
Start Date: 2012-04-14 04:00:00  
Finish Date: 9/19/2019 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 02  
Action Code: BF  
Action Name: PRP RA  
SEQ: 23  
Start Date: 2011-05-24 05:00:00  
Finish Date: 9/19/2019 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

OU: 28  
Action Code: NK  
Action Name: PRP FS  
SEQ: 2  
Start Date: 2018-10-05 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 27  
Action Code: BE  
Action Name: PRP RD  
SEQ: 33  
Start Date: 2019-04-17 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 22  
Action Code: BE  
Action Name: PRP RD  
SEQ: 27  
Start Date: 2015-05-08 05:00:00  
Finish Date: 6/30/2015 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 05  
Action Code: BE  
Action Name: PRP RD  
SEQ: 30  
Start Date: 2001-08-23 04:00:00  
Finish Date: 6/10/2014 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 05  
Action Code: BF  
Action Name: PRP RA  
SEQ: 31  
Start Date: 2014-06-10 05:00:00  
Finish Date: 9/15/2016 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 08  
Action Code: BF  
Action Name: PRP RA  
SEQ: 34  
Start Date: 2013-12-13 05:00:00  
Finish Date: 11/3/2015 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 22  
Action Code: BE  
Action Name: PRP RD  
SEQ: 32  
Start Date: 2015-05-08 05:00:00  
Finish Date: 7/6/2015 4:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 25  
Action Code: BE  
Action Name: PRP RD  
SEQ: 20  
Start Date: 2016-07-21 05:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: EPA Ovrsght

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 26  
Action Code: BD  
Action Name: PRP RI/FS  
SEQ: 28  
Start Date: 1997-09-27 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: EPA Ovrsght

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: PA  
Action Name: PA  
SEQ: 1  
Start Date: 1990-04-15 04:00:00  
Finish Date: 4/22/1990 4:00:00 AM  
Qual: H  
Current Action Lead: St Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 02  
Action Code: RO  
Action Name: ROD  
SEQ: 3  
Start Date: 2005-07-01 04:00:00  
Finish Date: 7/1/2005 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 06  
Action Code: RO  
Action Name: ROD  
SEQ: 5  
Start Date: 2002-03-28 05:00:00  
Finish Date: 3/28/2002 5:00:00 AM

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Qual: Not reported  
Current Action Lead: St Perf  
  
Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 08  
Action Code: RO  
Action Name: ROD  
SEQ: 10  
Start Date: 2007-03-29 04:00:00  
Finish Date: 3/29/2007 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 09  
Action Code: RO  
Action Name: ROD  
SEQ: 11  
Start Date: 2015-03-31 04:00:00  
Finish Date: 3/31/2015 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 10  
Action Code: RO  
Action Name: ROD  
SEQ: 8  
Start Date: 1998-02-09 05:00:00  
Finish Date: 2/9/1998 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 13  
Action Code: RO  
Action Name: ROD

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

SEQ: 14  
Start Date: 2010-03-31 04:00:00  
Finish Date: 3/31/2010 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 20  
Action Code: RO  
Action Name: ROD  
SEQ: 17  
Start Date: 2009-04-29 04:00:00  
Finish Date: 4/29/2009 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 22  
Action Code: RO  
Action Name: ROD  
SEQ: 18  
Start Date: 2014-12-02 05:00:00  
Finish Date: 12/2/2014 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: PA  
Action Name: PA  
SEQ: 2  
Start Date: 2001-10-25 04:00:00  
Finish Date: 8/26/2003 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

OU:	00
Action Code:	PA
Action Name:	PA
SEQ:	4
Start Date:	2004-05-14 04:00:00
Finish Date:	7/5/2007 4:00:00 AM
Qual:	Not reported
Current Action Lead:	St Perf
Region:	02
Site ID:	0203382
EPA ID:	NYD986913580
Site Name:	ONONDAGA LAKE
NPL:	F
FF:	N
OU:	00
Action Code:	MA
Action Name:	ST COOP
SEQ:	1
Start Date:	1993-10-01 04:00:00
Finish Date:	10/16/2008 4:00:00 AM
Qual:	Not reported
Current Action Lead:	St Perf
Region:	02
Site ID:	0203382
EPA ID:	NYD986913580
Site Name:	ONONDAGA LAKE
NPL:	F
FF:	N
OU:	24
Action Code:	RO
Action Name:	ROD
SEQ:	19
Start Date:	2009-10-01 04:00:00
Finish Date:	10/1/2009 4:00:00 AM
Qual:	Not reported
Current Action Lead:	St Perf
Region:	02
Site ID:	0203382
EPA ID:	NYD986913580
Site Name:	ONONDAGA LAKE
NPL:	F
FF:	N
OU:	00
Action Code:	SI
Action Name:	SI
SEQ:	1
Start Date:	1990-04-15 04:00:00
Finish Date:	4/22/1990 4:00:00 AM
Qual:	H
Current Action Lead:	St Perf
Region:	02
Site ID:	0203382
EPA ID:	NYD986913580

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 00  
Action Code: DS  
Action Name: DISCVRY  
SEQ: 1  
Start Date: 1989-04-23 04:00:00  
Finish Date: 4/23/1989 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 01  
Action Code: CO  
Action Name: RI/FS  
SEQ: 1  
Start Date: 1994-09-30 04:00:00  
Finish Date: Not reported  
Qual: Not reported  
Current Action Lead: St Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 05  
Action Code: RO  
Action Name: ROD  
SEQ: 4  
Start Date: 2000-09-29 04:00:00  
Finish Date: 9/29/2000 4:00:00 AM  
Qual: Not reported  
Current Action Lead: St Perf

Region: 02  
Site ID: 0203382  
EPA ID: NYD986913580  
Site Name: ONONDAGA LAKE  
NPL: F  
FF: N  
OU: 03  
Action Code: RO  
Action Name: ROD  
SEQ: 24  
Start Date: 2019-09-26 05:00:00  
Finish Date: 9/26/2019 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Perf

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Site:

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
Event Code: Not reported  
Action Taken Date: 07/17/2017  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT ESD  
Action ID: 4  
Operable Unit: 06  
Action Completion Date: 03/24/2018  
Contaminated Media: Sludge  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Media:

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 4  
Action Completion Date: 09/30/2000  
Operable Unit: 05  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 09/29/2000  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 21  
Action Completion Date: 09/30/2014  
Operable Unit: 25  
Action Name: GOVT Decision Document (ROD)  
Action Taken Date: 09/30/2014  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 21  
Action Completion Date: 09/30/2014  
Operable Unit: 25  
Action Name: GOVT Decision Document (ROD)  
Action Taken Date: 09/30/2014  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 21  
Action Completion Date: 09/30/2014  
Operable Unit: 25  
Action Name: GOVT Decision Document (ROD)  
Action Taken Date: 09/30/2014  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 11  
Action Completion Date: 03/31/2015  
Operable Unit: 09  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/31/2015  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 17  
Action Completion Date: 04/30/2009  
Operable Unit: 20  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 04/29/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Surface Water  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 11  
Action Completion Date: 03/31/2015  
Operable Unit: 09  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/31/2015  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 3  
Action Completion Date: 09/02/2014  
Operable Unit: 02  
Action Name: GOVT ESD  
Action Taken Date: 08/04/2014  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 3  
Action Completion Date: 09/02/2014  
Operable Unit: 02  
Action Name: GOVT ESD  
Action Taken Date: 08/04/2014  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 18  
Action Completion Date: 12/02/2014  
Operable Unit: 22  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 12/02/2014  
Event Code: Not reported  
Contact Name: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	8
Action Completion Date:	03/31/1998
Operable Unit:	10
Action Name:	GOVT Decision Document (ROD)
Action Taken Date:	02/09/1998
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	14
Action Completion Date:	03/31/2010
Operable Unit:	13
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/31/2010
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Groundwater
Site ID:	0203382
Action ID:	5
Action Completion Date:	03/31/2002
Operable Unit:	06
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/28/2002
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Leachate
Site ID:	0203382
Action ID:	2
Action Completion Date:	09/30/2010
Operable Unit:	08
Action Name:	GOVT ROD Amendment for PRP Remedy
Action Taken Date:	09/30/2010
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Site ID: 0203382  
Action ID: 2  
Action Completion Date: 09/30/2010  
Operable Unit: 08  
Action Name: GOVT ROD Amendment for PRP Remedy  
Action Taken Date: 09/30/2010  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Leachate  
Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 21  
Action Completion Date: 09/30/2014  
Operable Unit: 25  
Action Name: GOVT Decision Document (ROD)  
Action Taken Date: 09/30/2014  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 11  
Action Completion Date: 03/31/2015  
Operable Unit: 09  
Action Name: GOVT ROD for PRP Remedy

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Action Taken Date: 03/31/2015  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sludge  
Site ID: 0203382  
Action ID: 4  
Action Completion Date: 03/24/2018  
Operable Unit: 06  
Action Name: GOVT ESD  
Action Taken Date: 07/17/2017  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 18  
Action Completion Date: 12/02/2014  
Operable Unit: 22  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 12/02/2014  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 2  
Action Completion Date: 09/30/2010  
Operable Unit: 08  
Action Name: GOVT ROD Amendment for PRP Remedy  
Action Taken Date: 09/30/2010  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Groundwater  
Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Surface Water  
Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 4  
Action Completion Date: 09/30/2000  
Operable Unit: 05  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 09/29/2000  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Groundwater  
Site ID: 0203382  
Action ID: 4  
Action Completion Date: 09/30/2000  
Operable Unit: 05  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 09/29/2000  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Groundwater  
Site ID: 0203382  
Action ID: 4  
Action Completion Date: 09/30/2000

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Operable Unit:	05
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	09/29/2000
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Groundwater
Site ID:	0203382
Action ID:	4
Action Completion Date:	09/30/2000
Operable Unit:	05
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	09/29/2000
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	4
Action Completion Date:	09/30/2000
Operable Unit:	05
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	09/29/2000
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sediment
Site ID:	0203382
Action ID:	11
Action Completion Date:	03/31/2015
Operable Unit:	09
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/31/2015
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	21
Action Completion Date:	09/30/2014
Operable Unit:	25
Action Name:	GOVT Decision Document (ROD)
Action Taken Date:	09/30/2014
Event Code:	Not reported
Contact Name:	Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Contact Telephone: Not reported  
Event: Not reported  
  
EPA ID: NYD986913580  
Contaminated Media: Groundwater  
Site ID: 0203382  
Action ID: 5  
Action Completion Date: 03/31/2002  
Operable Unit: 06  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/28/2002  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Groundwater  
Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Groundwater  
Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Groundwater

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Leachate  
Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 4  
Action Completion Date: 09/30/2000  
Operable Unit: 05  
Action Name: GOVT ROD for PRP Remedy



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Action Taken Date:	09/29/2000
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	14
Action Completion Date:	03/31/2010
Operable Unit:	13
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/31/2010
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	14
Action Completion Date:	03/31/2010
Operable Unit:	13
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/31/2010
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Groundwater
Site ID:	0203382
Action ID:	14
Action Completion Date:	03/31/2010
Operable Unit:	13
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/31/2010
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sediment
Site ID:	0203382
Action ID:	17
Action Completion Date:	04/30/2009
Operable Unit:	20
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	04/29/2009
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Operable Unit:	24
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	10/01/2009
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sediment
Site ID:	0203382
Action ID:	21
Action Completion Date:	09/30/2014
Operable Unit:	25
Action Name:	GOVT Decision Document (ROD)
Action Taken Date:	09/30/2014
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sediment
Site ID:	0203382
Action ID:	11
Action Completion Date:	03/31/2015
Operable Unit:	09
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/31/2015
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sludge
Site ID:	0203382
Action ID:	4
Action Completion Date:	03/24/2018
Operable Unit:	06
Action Name:	GOVT ESD
Action Taken Date:	07/17/2017
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sludge
Site ID:	0203382
Action ID:	4
Action Completion Date:	03/24/2018
Operable Unit:	06
Action Name:	GOVT ESD
Action Taken Date:	07/17/2017
Event Code:	Not reported
Contact Name:	Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Contact Telephone: Not reported  
Event: Not reported  
  
EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 18  
Action Completion Date: 12/02/2014  
Operable Unit: 22  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 12/02/2014  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 14  
Action Completion Date: 03/31/2010  
Operable Unit: 13  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/31/2010  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 14  
Action Completion Date: 03/31/2010  
Operable Unit: 13  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/31/2010  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 17  
Action Completion Date: 04/30/2009  
Operable Unit: 20  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 04/29/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Surface Water

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Site ID: 0203382  
Action ID: 17  
Action Completion Date: 04/30/2009  
Operable Unit: 20  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 04/29/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Free-phase NAPL  
Site ID: 0203382  
Action ID: 1  
Action Completion Date: 12/31/2006  
Operable Unit: 02  
Action Name: GOVT ESD  
Action Taken Date: 12/14/2006  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 3  
Action Completion Date: 07/01/2005  
Operable Unit: 02  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 07/01/2005  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Groundwater  
Site ID: 0203382  
Action ID: 5  
Action Completion Date: 03/31/2002  
Operable Unit: 06  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/28/2002  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Solid Waste  
Site ID: 0203382  
Action ID: 5  
Action Completion Date: 03/31/2002  
Operable Unit: 06  
Action Name: GOVT ROD for PRP Remedy

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Action Taken Date:	03/28/2002
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	10
Action Completion Date:	03/31/2007
Operable Unit:	08
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/29/2007
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sediment
Site ID:	0203382
Action ID:	10
Action Completion Date:	03/31/2007
Operable Unit:	08
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/29/2007
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Leachate
Site ID:	0203382
Action ID:	10
Action Completion Date:	03/31/2007
Operable Unit:	08
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/29/2007
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Surface Water
Site ID:	0203382
Action ID:	3
Action Completion Date:	09/02/2014
Operable Unit:	02
Action Name:	GOVT ESD
Action Taken Date:	08/04/2014
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 8  
Action Completion Date: 03/31/1998  
Operable Unit: 10  
Action Name: GOVT Decision Document (ROD)  
Action Taken Date: 02/09/1998  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 8  
Action Completion Date: 03/31/1998  
Operable Unit: 10  
Action Name: GOVT Decision Document (ROD)  
Action Taken Date: 02/09/1998  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 8  
Action Completion Date: 03/31/1998  
Operable Unit: 10  
Action Name: GOVT Decision Document (ROD)  
Action Taken Date: 02/09/1998  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 14  
Action Completion Date: 03/31/2010  
Operable Unit: 13  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/31/2010  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 17  
Action Completion Date: 04/30/2009

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Operable Unit: 20  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 04/29/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 17  
Action Completion Date: 04/30/2009  
Operable Unit: 20  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 04/29/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 17  
Action Completion Date: 04/30/2009  
Operable Unit: 20  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 04/29/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Contact Telephone: Not reported  
Event: Not reported  
  
EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 3  
Action Completion Date: 09/02/2014  
Operable Unit: 02  
Action Name: GOVT ESD  
Action Taken Date: 08/04/2014  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Site ID:	0203382
Action ID:	11
Action Completion Date:	03/31/2015
Operable Unit:	09
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/31/2015
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	11
Action Completion Date:	03/31/2015
Operable Unit:	09
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/31/2015
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	18
Action Completion Date:	12/02/2014
Operable Unit:	22
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	12/02/2014
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Solid Waste
Site ID:	0203382
Action ID:	2
Action Completion Date:	09/30/2010
Operable Unit:	08
Action Name:	GOVT ROD Amendment for PRP Remedy
Action Taken Date:	09/30/2010
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	10
Action Completion Date:	03/31/2007
Operable Unit:	08
Action Name:	GOVT ROD for PRP Remedy

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Action Taken Date:	03/29/2007
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sediment
Site ID:	0203382
Action ID:	10
Action Completion Date:	03/31/2007
Operable Unit:	08
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/29/2007
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Groundwater
Site ID:	0203382
Action ID:	4
Action Completion Date:	09/30/2000
Operable Unit:	05
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	09/29/2000
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	8
Action Completion Date:	03/31/1998
Operable Unit:	10
Action Name:	GOVT Decision Document (ROD)
Action Taken Date:	02/09/1998
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sediment
Site ID:	0203382
Action ID:	17
Action Completion Date:	04/30/2009
Operable Unit:	20
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	04/29/2009
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 17  
Action Completion Date: 04/30/2009  
Operable Unit: 20  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 04/29/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 17  
Action Completion Date: 04/30/2009  
Operable Unit: 20  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 04/29/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 2  
Action Completion Date: 09/30/2013  
Operable Unit: 20  
Action Name: GOVT ESD  
Action Taken Date: 09/12/2013  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 3  
Action Completion Date: 09/02/2014

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Operable Unit:	02
Action Name:	GOVT ESD
Action Taken Date:	08/04/2014
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	11
Action Completion Date:	03/31/2015
Operable Unit:	09
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/31/2015
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	8
Action Completion Date:	03/31/1998
Operable Unit:	10
Action Name:	GOVT Decision Document (ROD)
Action Taken Date:	02/09/1998
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	14
Action Completion Date:	03/31/2010
Operable Unit:	13
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/31/2010
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sediment
Site ID:	0203382
Action ID:	17
Action Completion Date:	04/30/2009
Operable Unit:	20
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	04/29/2009
Event Code:	Not reported
Contact Name:	Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Contact Telephone: Not reported  
Event: Not reported  
  
EPA ID: NYD986913580  
Contaminated Media: Fish Tissue  
Site ID: 0203382  
Action ID: 17  
Action Completion Date: 04/30/2009  
Operable Unit: 20  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 04/29/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Site ID: 0203382  
Action ID: 3  
Action Completion Date: 07/01/2005  
Operable Unit: 02  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 07/01/2005  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 3  
Action Completion Date: 07/01/2005  
Operable Unit: 02  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 07/01/2005  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Solid Waste  
Site ID: 0203382  
Action ID: 5  
Action Completion Date: 03/31/2002  
Operable Unit: 06  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/28/2002  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 3  
Action Completion Date: 07/01/2005  
Operable Unit: 02  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 07/01/2005  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 3  
Action Completion Date: 07/01/2005  
Operable Unit: 02  
Action Name: GOVT ROD for PRP Remedy

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Action Taken Date:	07/01/2005
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Groundwater
Site ID:	0203382
Action ID:	10
Action Completion Date:	03/31/2007
Operable Unit:	08
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/29/2007
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sediment
Site ID:	0203382
Action ID:	10
Action Completion Date:	03/31/2007
Operable Unit:	08
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/29/2007
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sediment
Site ID:	0203382
Action ID:	10
Action Completion Date:	03/31/2007
Operable Unit:	08
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/29/2007
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	17
Action Completion Date:	04/30/2009
Operable Unit:	20
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	04/29/2009
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 17  
Action Completion Date: 04/30/2009  
Operable Unit: 20  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 04/29/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Surface Water  
Site ID: 0203382  
Action ID: 17  
Action Completion Date: 04/30/2009  
Operable Unit: 20  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 04/29/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Operable Unit:	24
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	10/01/2009
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	4
Action Completion Date:	09/30/2000
Operable Unit:	05
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	09/29/2000
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Groundwater
Site ID:	0203382
Action ID:	4
Action Completion Date:	09/30/2000
Operable Unit:	05
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	09/29/2000
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Sediment
Site ID:	0203382
Action ID:	21
Action Completion Date:	09/30/2014
Operable Unit:	25
Action Name:	GOVT Decision Document (ROD)
Action Taken Date:	09/30/2014
Event Code:	Not reported
Contact Name:	Not reported
Contact Telephone:	Not reported
Event:	Not reported
EPA ID:	NYD986913580
Contaminated Media:	Soil
Site ID:	0203382
Action ID:	11
Action Completion Date:	03/31/2015
Operable Unit:	09
Action Name:	GOVT ROD for PRP Remedy
Action Taken Date:	03/31/2015
Event Code:	Not reported
Contact Name:	Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Contact Telephone: Not reported  
Event: Not reported  
  
EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 19  
Action Completion Date: 11/30/2009  
Operable Unit: 24  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 10/01/2009  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Sediment  
Site ID: 0203382  
Action ID: 3  
Action Completion Date: 07/01/2005  
Operable Unit: 02  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 07/01/2005  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Solid Waste  
Site ID: 0203382  
Action ID: 5  
Action Completion Date: 03/31/2002  
Operable Unit: 06  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/28/2002  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Leachate

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 4  
Action Completion Date: 09/30/2000  
Operable Unit: 05  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 09/29/2000  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Groundwater  
Site ID: 0203382  
Action ID: 4  
Action Completion Date: 09/30/2000  
Operable Unit: 05  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 09/29/2000  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Surface Water  
Site ID: 0203382  
Action ID: 10  
Action Completion Date: 03/31/2007  
Operable Unit: 08  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/29/2007  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 14  
Action Completion Date: 03/31/2010  
Operable Unit: 13  
Action Name: GOVT ROD for PRP Remedy

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Action Taken Date: 03/31/2010  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Soil  
Site ID: 0203382  
Action ID: 14  
Action Completion Date: 03/31/2010  
Operable Unit: 13  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/31/2010  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

EPA ID: NYD986913580  
Contaminated Media: Groundwater  
Site ID: 0203382  
Action ID: 14  
Action Completion Date: 03/31/2010  
Operable Unit: 13  
Action Name: GOVT ROD for PRP Remedy  
Action Taken Date: 03/31/2010  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

**US INST CONTROLS:**

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT Decision Document (ROD)  
Action ID: 21  
Operable Unit: 25  
Action Completion Date: 09/30/2014  
Actual Date: 09/30/2014  
Contaminated Media: Sediment  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Action Name: GOVT ROD for PRP Remedy  
Action ID: 14  
Operable Unit: 13  
Action Completion Date: 03/31/2010  
Actual Date: 03/31/2010  
Contaminated Media: Soil  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT ROD for PRP Remedy  
Action ID: 10  
Operable Unit: 08  
Action Completion Date: 03/31/2007  
Actual Date: 03/29/2007  
Contaminated Media: Leachate  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT Decision Document (ROD)  
Action ID: 8  
Operable Unit: 10  
Action Completion Date: 03/31/1998  
Actual Date: 02/09/1998  
Contaminated Media: Soil  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT ROD for PRP Remedy  
Action ID: 11  
Operable Unit: 09  
Action Completion Date: 03/31/2015  
Actual Date: 03/31/2015  
Contaminated Media: Sediment

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT ROD for PRP Remedy  
Action ID: 18  
Operable Unit: 22  
Action Completion Date: 12/02/2014  
Actual Date: 12/02/2014  
Contaminated Media: Soil Gas  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT Decision Document (ROD)  
Action ID: 21  
Operable Unit: 25  
Action Completion Date: 09/30/2014  
Actual Date: 09/30/2014  
Contaminated Media: Soil  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT ROD for PRP Remedy  
Action ID: 10  
Operable Unit: 08  
Action Completion Date: 03/31/2007  
Actual Date: 03/29/2007  
Contaminated Media: Soil  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT ROD for PRP Remedy  
Action ID: 18  
Operable Unit: 22  
Action Completion Date: 12/02/2014  
Actual Date: 12/02/2014  
Contaminated Media: Soil  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT ROD for PRP Remedy  
Action ID: 5  
Operable Unit: 06  
Action Completion Date: 03/31/2002  
Actual Date: 03/28/2002  
Contaminated Media: Groundwater  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT ROD for PRP Remedy  
Action ID: 14  
Operable Unit: 13  
Action Completion Date: 03/31/2010  
Actual Date: 03/31/2010  
Contaminated Media: Groundwater  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT ROD for PRP Remedy



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Action ID: 10  
Operable Unit: 08  
Action Completion Date: 03/31/2007  
Actual Date: 03/29/2007  
Contaminated Media: Sediment  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT ROD for PRP Remedy  
Action ID: 11  
Operable Unit: 09  
Action Completion Date: 03/31/2015  
Actual Date: 03/31/2015  
Contaminated Media: Soil  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT ROD for PRP Remedy  
Action ID: 3  
Operable Unit: 02  
Action Completion Date: 07/01/2005  
Actual Date: 07/01/2005  
Contaminated Media: Sediment  
Event Code: Not reported  
Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
Site ID: 0203382  
Action Name: GOVT ROD for PRP Remedy  
Action ID: 10  
Operable Unit: 08  
Action Completion Date: 03/31/2007  
Actual Date: 03/29/2007  
Contaminated Media: Groundwater  
Event Code: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Contact Name: Not reported  
Contact Telephone: Not reported  
Event: Not reported

**SPILLS:**

Name: ONONDAGA LAKE  
Address: ONONDAGA LAKE  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 1601832 / 2016-05-26  
Facility ID: 1601832  
Facility Type: ER  
DER Facility ID: 186713  
Site ID: 527213  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: D4  
SWIS: 3415  
Spill Date: 2016-05-24  
Investigator: RJBRAZEL  
Referred To: Not reported  
Reported to Dept: 2016-05-24  
CID: Not reported  
Water Affected: ONONDAGA LAKE  
Spill Source: Commercial Vehicle  
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: 2016-05-24  
Spill Record Last Update: 2016-05-26  
Spiller Name: JACK MORRISON  
Spiller Company: SEVENSON ENVIRONMENTAL  
Spiller Address: ONONDAGA LAKE  
Spiller Company: 999  
Contact Name: JACK MORRISON  
DEC Memo: ""  
Remarks: "1/2 a cup of hydraulic oil was released into the engine compartment and was contained. Works nights from 7pm-7am"

**All Materials:**

Site ID: 527213  
Operable Unit ID: 1276078  
Operable Unit: 01  
Material ID: 2280880  
Material Code: 0010  
Material Name: hydraulic oil  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: .08  
Units: G  
Recovered: Not reported  
Oxygenate: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Name: ONONDAGA LAKE  
Address: ONONDAGA LAKE  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9204497 / 1992-07-20  
Facility ID: 9204497  
Facility Type: ER  
DER Facility ID: 186713  
Site ID: 226198  
DEC Region: 7  
Spill Cause: Unknown  
Spill Class: E6  
SWIS: 3415  
Spill Date: 1992-07-18  
Investigator: RJBRAZEL  
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  
Spill Record Last Update: 1993-11-03  
Spiller Name: Not reported  
Spiller Company: UNKNOWN  
Spiller Address: Not reported  
Spiller Company: 999  
Contact Name: Not reported  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was RB "  
Remarks: "UNKNOWN LOCATION OR CAUSE"

All Materials:  
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: G  
Recovered: .00  
Oxygenate: Not reported

ROD:  
Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

RG: 2  
Site ID: 203382  
Action: GOVT Decision Document (ROD)  
Operable Unit Number: LEY CREEK PCB DREDGINGS SUBSIT  
SEQ ID: 8  
Action Completion: 1998-02-09 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT Decision Document (ROD)  
Operable Unit Number: LOWER LEY CREEK  
SEQ ID: 21  
Action Completion: 2014-09-30 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ESD  
Operable Unit Number: ONONDAGA LAKE BOTTOMS SUBSITE  
SEQ ID: 1  
Action Completion: 2006-12-14 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ESD  
Operable Unit Number: GEDDES BROOK/NINEMILE CREEK  
SEQ ID: 2  
Action Completion: 2013-09-12 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ESD  
Operable Unit Number: ONONDAGA LAKE BOTTOMS SUBSITE  
SEQ ID: 3

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Action Completion: 2014-08-04 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ESD  
Operable Unit Number: SEMET RESIDUE PONDS SUBSITE  
SEQ ID: 4  
Action Completion: 2017-07-17 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ESD  
Operable Unit Number: ONONDAGA LAKE BOTTOMS SUBSITE  
SEQ ID: 5  
Action Completion: 2018-03-28 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ROD Amendment for PRP Remedy  
Operable Unit Number: SALINA LANDFILL SUBSITE  
SEQ ID: 2  
Action Completion: 2010-09-30 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ROD for PRP Remedy  
Operable Unit Number: ONONDAGA LAKE BOTTOMS SUBSITE  
SEQ ID: 3  
Action Completion: 2005-07-01 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ROD for PRP Remedy  
Operable Unit Number: LCP BRIDGE STREET SUBSITE  
SEQ ID: 4  
Action Completion: 2000-09-29 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ROD for PRP Remedy  
Operable Unit Number: SEMET RESIDUE PONDS SUBSITE  
SEQ ID: 5  
Action Completion: 2002-03-28 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ROD for PRP Remedy  
Operable Unit Number: SALINA LANDFILL SUBSITE  
SEQ ID: 10  
Action Completion: 2007-03-29 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ROD for PRP Remedy  
Operable Unit Number: GENERAL MOTORS INLAND FISHER  
SEQ ID: 11  
Action Completion: 2015-03-31 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Action: GOVT ROD for PRP Remedy  
Operable Unit Number: NIAGARA MOHAWK - HIAWATHA BLV  
SEQ ID: 14  
Action Completion: 2010-03-31 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ROD for PRP Remedy  
Operable Unit Number: GEDDES BROOK/NINEMILE CREEK  
SEQ ID: 17  
Action Completion: 2009-04-29 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ROD for PRP Remedy  
Operable Unit Number: WASTEBEDS 1-8  
SEQ ID: 18  
Action Completion: 2014-12-02 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ROD for PRP Remedy  
Operable Unit Number: LOWER NINEMILE CR REACHES A-B  
SEQ ID: 19  
Action Completion: 2009-10-01 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ROD for PRP Remedy  
Operable Unit Number: WILLIS AVE. SUBSITE CB CONTAM.  
SEQ ID: 24  
Action Completion: 2019-09-26 00:00:00  
NPL Status: Final

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**1000481580**

Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ROD for PRP Remedy  
Operable Unit Number: HARBOR BROOK/WASTEBED B  
SEQ ID: 27  
Action Completion: 2018-09-28 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

Name: ONONDAGA LAKE  
Address: POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE  
City,State,Zip: SYRACUSE, NY 13209  
EPA ID: NYD986913580  
RG: 2  
Site ID: 203382  
Action: GOVT ROD for PRP Remedy  
Operable Unit Number: BRUSHY CLEARED AREA OF SEMET SUBSITE  
SEQ ID: 29  
Action Completion: 2019-03-19 00:00:00  
NPL Status: Final  
Non NPL Status: Not reported

**PRP:**

PRP Name: ALLIED SIGNAL  
CARRIER CORPORATION  
CARRIER CORPORATION  
CITY OF SYRACUSE-DPW  
COLTEC INDUSTRIES NC  
COOPER CROUSE HINDS, LLC  
CRUCIBLE MATERIALS CORPORATION  
CRUCIBLE MATERIALS CORPORATION  
GENERAL MOTORS CORPORATION  
HONEYWELL INTERNATIONAL INC  
HONEYWELL INTERNATIONAL INC  
HONEYWELL INTERNATIONAL INC  
HONEYWELL INTERNATIONAL INC  
HONEYWELL INTERNATIONAL INC  
MOTORS LIQUIDATION COMPANY FKA GENERAL MOTORS CORPORATION  
MOTORS LIQUIDATION COMPANY FKA GENERAL MOTORS CORPORATION  
NIAGARA MOHAWK POWER COMPANY  
NIAGARA MOHAWK POWER CORP.  
ONONDAGA COUNTY  
SALINA, TOWN OF  
SALINA, TOWN OF  
SYRACUSE CHINA CORP.



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**A2**            **DUPLI ENVELOPE & GRAPHICS**  
**1 DUPLI PARK DRIVE**  
**< 1/8**        **SYRACUSE, NY 13204**  
**1 ft.**

**RCRA-LQG**    **1000186389**  
**NYD002234565**

**Site 2 of 2 in cluster A**

**Relative:**  
**Higher**

**Actual:**  
**384 ft.**

**RCRA-LQG:**  
Date form received by agency: 2012-06-19 00:00:00.0  
Facility name:            DUPLI ENVELOPE & GRAPHICS  
Facility address:        1 DUPLI PARK DRIVE  
                                 SYRACUSE, NY 13204  
EPA ID:                    NYD002234565  
Mailing address:        DUPLI PARK DRIVE  
                                 SYRACUSE, NY 13204-1436  
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  
Owner/operator address: FRANKLIN ST N ONE DUPLI PARK DR  
                                 SYRACUSE, NY 13204  
Owner/operator country: US  
Owner/operator telephone: 315-472-1316  
Owner/operator email:    Not reported  
Owner/operator fax:        Not reported  
Owner/operator extension: Not reported  
Legal status:              Private  
Owner/Operator Type:    Owner  
Owner/Op start date:     1998-04-15 00:00:00.  
Owner/Op end date:        Not reported  
  
Owner/operator name:    DUPLI ENVELOPE  
Owner/operator address: Not reported  
                                 Not reported  
Owner/operator country: Not reported  
Owner/operator telephone: Not reported  
Owner/operator email:    Not reported  
Owner/operator fax:        Not reported  
Owner/operator extension: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**DUPLI ENVELOPE & GRAPHICS (Continued)**

**1000186389**

Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 1979-12-31 00:00:00.  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported

Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: Not reported  
Owner/Op end date: Not reported

Owner/operator name: DUPLI ASSOCIATES LLC  
Owner/operator address: Not reported  
Not reported

Owner/operator country: US  
Owner/operator telephone: Not reported  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported

Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 1998-04-15 00:00:00.  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported

Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 1979-12-31 00:00:00.  
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 ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**DUPLI ENVELOPE & GRAPHICS (Continued)**

**1000186389**

Used oil Specification marketer: No  
Used oil transfer facility: No  
Used oil transporter: No

Historical Generators:

Date form received by agency: 2012-01-20 00:00:00.0

Site name: DUPLI GRAPHICS  
Classification: Not a generator, verified

Date form received by agency: 2010-12-14 00:00:00.0

Site name: DUPLI GRAPHICS  
Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 2007-01-01 00:00:00.0

Site name: DUPLI GRAPHICS  
Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 2006-01-01 00:00:00.0

Site name: DUPLI GRAPHICS  
Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 1998-10-23 00:00:00.0

Site name: DUPLI GRAPHICS  
Classification: Small Quantity Generator

Hazardous Waste Summary:

- . 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: D018
- . Waste name: BENZENE
  
- . Waste code: D027
- . Waste name: 1,4-DICHLOROBENZENE
  
- . Waste code: D039
- . Waste name: TETRACHLOROETHYLENE
  
- . Waste code: D040
- . Waste name: TRICHLOROETHYLENE

Facility Has Received Notices of Violations:

Regulation violated: Not reported  
Area of violation: Universal Waste - Small Quantity Handlers  
Date violation determined: 2011-04-25 00:00:00.0  
Date achieved compliance: 2011-07-20 00:00:00.0

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**DUPLI ENVELOPE & GRAPHICS (Continued)**

**1000186389**

Violation lead agency: State  
 Enforcement action: WRITTEN INFORMAL  
 Enforcement action date: 2011-04-26 00:00:00.0  
 Enf. disposition status: Action Satisfied (Case Closed)  
 Enf. disp. status date: 2011-07-22 00:00:00.0  
 Enforcement lead agency: State  
 Proposed penalty amount: Not reported  
 Final penalty amount: Not reported  
 Paid penalty amount: Not reported

Evaluation Action Summary:

Evaluation date: 2011-04-25 00:00:00.0  
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
 Area of violation: Universal Waste - Small Quantity Handlers  
 Date achieved compliance: 2011-07-20 00:00:00.0  
 Evaluation lead agency: State

Evaluation date: 2007-03-27 00:00:00.0  
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
 Area of violation: Not reported  
 Date achieved compliance: Not reported  
 Evaluation lead agency: EPA

Evaluation date: 1990-04-26 00:00:00.0  
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
 Area of violation: Not reported  
 Date achieved compliance: Not reported  
 Evaluation lead agency: State

Evaluation date: 1987-05-20 00:00:00.0  
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
 Area of violation: Not reported  
 Date achieved compliance: Not reported  
 Evaluation lead agency: State

Evaluation date: 1983-11-01 00:00:00.0  
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
 Area of violation: Not reported  
 Date achieved compliance: Not reported  
 Evaluation lead agency: EPA

**B3**  
**WSW**  
 < 1/8  
 0.050 mi.  
 264 ft.

**DUPLY ENVELOPE & GRAPHICS**  
**DUPLY PARK DR**  
**SYRACUSE, NY**

**NY Spills S106004594**  
**N/A**

**Site 1 of 2 in cluster B**

**Relative:**  
**Lower**  
**Actual:**  
**379 ft.**

**SPILLS:**  
 Name: DUPLY ENVELOPE & GRAPHICS  
 Address: DUPLY PARK DR  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 0202793 / 2002-06-17  
 Facility ID: 0202793  
 Facility Type: ER  
 DER Facility ID: 117773  
 Site ID: 137711  
 DEC Region: 7  
 Spill Cause: Equipment Failure

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**DUPLY ENVELOPE & GRAPHICS (Continued)**

**S106004594**

Spill Class: SWIS: Spill Date: Investigator: Referred To: Reported to Dept: CID: Water Affected: Spill Source: Spill Notifier: Cleanup Ceased: Cleanup Meets Std: Last Inspection: Recommended Penalty: UST Trust: Remediation Phase: Date Entered In Computer: Spill Record Last Update: Spiller Name: Spiller Company: Spiller Address: Spiller Company: Contact Name: DEC Memo:  Remarks:  All Materials: Site ID: Operable Unit ID: Operable Unit: Material ID: Material Code: Material Name: Case No.: Material FA: Quantity: Units: Recovered: Oxygenate:	D4 3415 2002-06-17 MENASH Not reported 2002-06-17 365 Not reported Commercial Vehicle Responsible Party Not reported False Not reported False False 0 2002-06-17 2002-06-17 CALLER WASTE MANAGEMENT 4545 MORGAN PLACE 001 Not reported "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN " "BROKEN HYDRAULIC LINE ON A TRUCK - SOME SPRAYED TO DIRT - THEY ATTEMPTED TO SOAK IT UP"  137711 853635 01 520632 0010 hydraulic oil Not reported Petroleum 1.00 G 1.00 Not reported
--	---

**C4**  
**West**  
 < 1/8  
 0.059 mi.  
 311 ft.

**BORDEN PROPERTY**  
**1 GAILBORDEN DRIVE**  
**SYRACUSE, NY**  
  
**Site 1 of 4 in cluster C**

**NY Spills S102666853**  
**N/A**

**Relative:**  
**Lower**  
  
**Actual:**  
**379 ft.**

**SPILLS:**  
 Name: BORDEN PROPERTY  
 Address: 1 GAILBORDEN DRIVE  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 9707031 / 2004-05-04  
 Facility ID: 9707031  
 Facility Type: ER  
 DER Facility ID: 217346  
 Site ID: 266838

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**BORDEN PROPERTY (Continued)**

**S102666853**

DEC Region: 7  
 Spill Cause: Unknown  
 Spill Class: C1  
 SWIS: 3415  
 Spill Date: 1997-09-12  
 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 Company: 001  
 Contact Name: ANN FOR NOW  
 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 "  
 All Materials:  
 Site ID: 266838  
 Operable Unit ID: 1053247  
 Operable Unit: 01  
 Material ID: 332608  
 Material Code: 0001A  
 Material Name: #2 fuel oil  
 Case No.: Not reported  
 Material FA: Petroleum  
 Quantity: 5.00  
 Units: G  
 Recovered: .00  
 Oxygenate: Not reported

D5  
 SW  
 < 1/8  
 0.062 mi.  
 328 ft.

**AMERICAN ADVANCED ORGANICS**  
**1 DUPLI PARK DR**  
**SYRACUSE, NY 13212**  
 Site 1 of 2 in cluster D

**NY MANIFEST S121968902**  
**N/A**

Relative:  
 Lower  
 Actual:  
 380 ft.

NY MANIFEST:  
 Name: AMERICAN ADVANCED ORGANICS  
 Address: 1 DUPLI PARK DR  
 City,State,Zip: SYRACUSE, NY 13212  
 Country: USA  
 EPA ID: NYR000059402

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN ADVANCED ORGANICS (Continued)**

**S121968902**

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

**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: Not reported  
Manifest Status: Not reported  
seq: Not reported  
Year: 2014  
Trans1 State ID: PAR000524041  
Trans2 State ID: NJD080631369  
Generator Ship Date: 08/20/2014  
Trans1 Recv Date: 08/20/2014  
Trans2 Recv Date: 08/22/2014  
TSD Site Recv Date: 08/27/2014  
Part A Recv Date: Not reported  
Part B Recv Date: Not reported  
Generator EPA ID: NYR000059402  
Trans1 EPA ID: Not reported  
Trans2 EPA ID: Not reported  
TSDF ID 1: OHD093945293  
TSDF ID 2: Not reported  
Manifest Tracking Number: 000673188VES  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN ADVANCED ORGANICS (Continued)**

**S121968902**

Waste Code: Not reported  
Waste Code: Not reported  
Quantity: 400  
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

**D6**  
**SW**  
**< 1/8**  
**0.062 mi.**  
**328 ft.**

**ALBANY MOLECULAR RESEARCH**  
**1 DUPLI PARK DR**  
**SYRACUSE, NY 13212**  
**Site 2 of 2 in cluster D**

**RCRA NonGen / NLR** **1001229361**  
**FINDS** **NYR000059402**  
**ECHO**

**Relative:**  
**Lower**  
**Actual:**  
**380 ft.**

RCRA NonGen / NLR:  
Date form received by agency: 2007-01-01 00:00:00.0  
Facility name: ALBANY MOLECULAR RESEARCH  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: Not reported  
Owner/Op end date: Not reported  
Owner/operator name: AMERICAN ADVANCED ORGANICS INC



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ALBANY MOLECULAR RESEARCH (Continued)**

**1001229361**

Owner/operator address: PO BOX 11170  
SYRACUSE, NY 13218  
Owner/operator country: US  
Owner/operator telephone: 315-477-5000  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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: 2006-01-01 00:00:00.0  
Site name: ALBANY MOLECULAR RESEARCH  
Classification: Not a generator, verified

Date form received by agency: 2002-02-26 00:00:00.0  
Site name: ALBANY MOLECULAR RESEARCH  
Classification: Large Quantity Generator

Date form received by agency: 2001-01-01 00:00:00.0  
Site name: AMERICAN ADVANCED ORGANICS  
Classification: Large Quantity Generator

Date form received by agency: 1998-08-17 00:00:00.0  
Site name: AMERICAN ADVANCED ORGANICS  
Classification: Small Quantity Generator

Hazardous Waste Summary:

. 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,  
CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE,  
ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2,

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

ALBANY MOLECULAR RESEARCH (Continued)

1001229361

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)

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ALBANY MOLECULAR RESEARCH (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: 1999-04-17 00:00:00.0  
Date achieved compliance: 1999-04-17 00:00:00.0  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 1999-04-17 00:00:00.0  
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: 1999-04-07 00:00:00.0  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Generators - General  
Date achieved compliance: 1999-04-17 00:00:00.0  
Evaluation lead agency: State

FINDS:

Registry ID: 110004546055  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail\\_disp\\_program\\_facility?p\\_registry\\_id=110004546055](http://ofmpub.epa.gov/enviro/fii_query_detail_disp_program_facility?p_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

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1001229361  
Registry ID: 110004546055  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110004546055>  
Name: ALBANY MOLECULAR RESEARCH  
Address: 1 DUPLI PARK DR  
City,State,Zip: SYRACUSE, NY 13204

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s) EDR ID Number  
 EPA ID Number

**C7**  
**West**  
**< 1/8**  
**0.063 mi.**  
**335 ft.**

**AUGSBURY TERMINAL**  
**OIL CITY, SOLAR STREET**  
**SYRACUSE, NY**

**NY LTANKS** **S102165971**  
**NY Spills** **N/A**

**Site 2 of 4 in cluster C**

**Relative:**  
**Lower**  
**Actual:**  
**379 ft.**

**LTANKS:**  
 Name: MOBIL OIL PIPELINE  
 Address: OIL CITY, SOLAR STREET  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 8803731 / 1988-11-25  
 Facility ID: 8803731  
 Site ID: 157877  
 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  
 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  
 Meets Standard: True  
 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 County: 001  
 Spiller Contact: Not reported  
 Spiller Phone: Not reported  
 Spiller Extention: 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. EO  
 HIRED. "

Remarks: "NOTIFIED FIRE DEPT. AND MOBIL HIRED.]"

**All Materials:**  
 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: G  
 Recovered: .00

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AUGSBURY TERMINAL (Continued)**

**S102165971**

Oxygenate: Not reported

Name: AUGSBURY TERMINAL  
Address: OIL CITY, SOLAR STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 8001363 / 1980-12-22  
Facility ID: 8001363  
Site ID: 296574  
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  
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  
Meets Standard: True  
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 County: 001  
Spiller Contact: Not reported  
Spiller Phone: Not reported  
Spiller Extention: 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. "

Remarks: "STORAGE TANK OVERFILL. VIA LOADING RACK CONNECTION WHICH WAS PREVIOUSLY UNKNOWN VACUUMED OIL FROM DIKED AREA."

All Materials:  
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: G  
Recovered: 500.00  
Oxygenate: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AUGSBURY TERMINAL (Continued)**

**S102165971**

**SPILLS:**

Name: ARCO TEMINAL  
Address: OIL CITY, SOLAR STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 7900226 / 1980-02-11  
Facility ID: 7900226  
Facility Type: ER  
DER Facility ID: 101270  
Site ID: 296573  
DEC Region: 7  
Spill Cause: Traffic Accident  
Spill Class: Not reported  
SWIS: 3415  
Spill Date: 1979-05-17  
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 Company: 999  
Contact Name: 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."

**All Materials:**

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: G  
Recovered: 70000.00

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AUGSBURY TERMINAL (Continued)**

**S102165971**

Oxygenate: Not reported

Name: ARCO TEMINAL  
Address: OIL CITY, SOLAR STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 8001312 / 1985-01-01  
Facility ID: 8001312  
Facility Type: ER  
DER Facility ID: 101270  
Site ID: 157875  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: Not reported  
SWIS: 3415  
Spill Date: 1980-12-09  
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 Company: 999  
Contact Name: 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"

All Materials:  
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: G  
Recovered: 70000.00  
Oxygenate: Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**C8**  
**West**  
**< 1/8**  
**0.065 mi.**  
**342 ft.**

**SUNNYDALE TERMINAL**  
**OIL CITY, SOLAR STREET**  
**SYRACUSE, NY**

**NY LTANKS**    **S100129857**  
**N/A**

**Site 3 of 4 in cluster C**

**Relative:**  
**Lower**  
**Actual:**  
**379 ft.**

**LTANKS:**

Name: SUNNYDALE TERMINAL  
Address: OIL CITY, SOLAR STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 8902164 / 1991-01-18  
Facility ID: 8902164  
Site ID: 157878  
Spill Date: 1989-05-23  
Spill Cause: Tank Failure  
Spill Source: Non Major Facility > 1,100 gal  
Spill Class: D3  
Cleanup Ceased: 1991-01-18  
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  
Meets Standard: True  
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 County: 001  
Spiller Contact: Not reported  
Spiller Phone: Not reported  
Spiller Extention: 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."

All Materials:

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: L  
Recovered: .00  
Oxygenate: Not reported



MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**C9**  
**West**  
**< 1/8**  
**0.070 mi.**  
**367 ft.**

**KING LAB**  
**KING LABORATORY**  
**SYRACUSE, NY**  
  
**Site 4 of 4 in cluster C**

**NY Spills**    **S102166108**  
**N/A**

**Relative:**  
**Lower**

**SPILLS:**

**Actual:**  
**378 ft.**

Name: KING LAB  
 Address: KING LABORATORY  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 8801235 / 1988-05-10  
 Facility ID: 8801235  
 Facility Type: ER  
 DER Facility ID: 193501  
 Site ID: 234918  
 DEC Region: 7  
 Spill Cause: Equipment Failure  
 Spill Class: Not reported  
 SWIS: 3415  
 Spill Date: 1988-05-10  
 Investigator: HDWARNER  
 Referred 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  
 Spiller Company: KING LABORATORY  
 Spiller Address: 27 SOLAR AVE  
 Spiller Company: 001  
 Contact Name: 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. "

Remarks: "CONTACT MIKE KULBA 315-471-8123"

**All Materials:**

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  
 Oxygenate: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**KING LAB (Continued)**

**S102166108**

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  
 Oxygenate: Not reported

**B10**  
**WSW**  
 < 1/8  
 0.071 mi.  
 373 ft.

**HESS CORPORATION**  
**115 SOLAR ST STE 102**  
**SYRACUSE, NY 13204**

**EDR Hist Auto**    **1021146349**  
 N/A

**Site 2 of 2 in cluster B**

**Relative:**    EDR Hist Auto  
**Lower**

**Actual:**    Year:    Name:    Type:  
 378 ft.    2011    HESS CORPORATION    Gasoline Service Stations

**11**  
**SSW**  
 < 1/8  
 0.081 mi.  
 430 ft.

**THE LOFTS AT FRANKLIN SQUARE**  
**SOLAR & PLUM STS**  
**SYRACUSE, NY 13204**

**NY AST**    **U004048495**  
 N/A

**Relative:**    **AST:**  
**Lower**    Name:    THE LOFTS AT FRANKLIN SQUARE  
**Actual:**    Address:    SOLAR & PLUM STS  
**381 ft.**    City,State,Zip:    SYRACUSE, NY 13204  
                   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

**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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**THE LOFTS AT FRANKLIN SQUARE (Continued)**

**U004048495**

Phone: (315) 478-2555  
EMail: Not reported  
Fax Number: Not reported  
Modified By: TRANSLAT  
Date Last Modified: 2004-03-04

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

Site Id: 47370  
Affiliation Type: Facility 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  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**THE LOFTS AT FRANKLIN SQUARE (Continued)**

**U004048495**

Tank Info:

Tank Number: 001  
Tank Id: 140400  
Material Code: 0003  
Common Name of Substance: #6 Fuel Oil (On-Site Consumption)

Equipment Records:

H00 - Tank Leak Detection - None  
I00 - Overfill - None  
G01 - Tank Secondary Containment - Diking (Aboveground)  
B00 - Tank External Protection - None  
F00 - Pipe External Protection - None  
A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
C01 - Pipe Location - Aboveground  
J00 - Dispenser - None

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.

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: 04/14/2017  
Material Name: #6 fuel oil (on-site consumption)

Tank Number: 002  
Tank Id: 140401  
Material Code: 0003  
Common Name of Substance: #6 Fuel Oil (On-Site Consumption)

Equipment Records:

H00 - Tank Leak Detection - None  
I00 - Overfill - None  
G01 - Tank Secondary Containment - Diking (Aboveground)  
B00 - Tank External Protection - None  
F00 - Pipe External Protection - None  
A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
C01 - Pipe Location - Aboveground  
J00 - Dispenser - None

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.

Tank Type: Steel/Carbon Steel/Iron  
Tank Status: Closed - Removed  
Pipe Model: Not reported  
Install Date: Not reported  
Capacity Gallons: 8000

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**THE LOFTS AT FRANKLIN SQUARE (Continued)**

**U004048495**

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: 04/14/2017  
Material Name: #6 fuel oil (on-site consumption)

Tank Number: 003  
Tank Id: 140402  
Material Code: 0003  
Common Name of Substance: #6 Fuel Oil (On-Site Consumption)

Equipment Records:

G01 - Tank Secondary Containment - Diking (Aboveground)  
A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
B00 - Tank External Protection - None  
F00 - Pipe External Protection - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
C01 - Pipe Location - Aboveground  
J00 - Dispenser - None

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.

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: 04/14/2017  
Material Name: #6 fuel oil (on-site consumption)

E12  
SSE  
< 1/8  
0.088 mi.  
464 ft.

**FRANKLIN CENTER RENOVATION**  
**455 N FRANKLIN ST**  
**SYRACUSE, NY 13204**  
**Site 1 of 3 in cluster E**

**RCRA NonGen / NLR** 1005905770  
**FINDS** NYR000108548  
**ECHO**  
**NY MANIFEST**

**Relative:**  
**Higher**  
**Actual:**  
**385 ft.**

RCRA NonGen / NLR:  
Date form received by agency: 2007-01-01 00:00:00.0  
Facility name: FRANKLIN CENTER RENOVATION  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FRANKLIN CENTER RENOVATION (Continued)**

**1005905770**

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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 2001-01-01 00:00:00.  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 2001-01-01 00:00:00.  
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: 2006-01-01 00:00:00.0  
Site name: FRANKLIN CENTER RENOVATION

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FRANKLIN CENTER RENOVATION (Continued)**

**1005905770**

Classification: Not a generator, verified

Date form received by agency: 2002-08-13 00:00:00.0

Site name: FRANKLIN CENTER RENOVATION

Classification: Large Quantity Generator

Hazardous Waste Summary:

. Waste code: D008

. Waste name: LEAD

Violation Status: No violations found

FINDS:

Registry ID: 110013302602

Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail.disp\\_program\\_facility?p\\_registry\\_id=110013302602](http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_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.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1005905770

Registry ID: 110013302602

DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110013302602>

Name: FRANKLIN CENTER RENOVATION

Address: 455 N FRANKLIN ST

City,State,Zip: SYRACUSE, NY 13204

NY MANIFEST:

Name: HUIBER-BRUER CONST/FRANKLIN PROPERTIES

Address: 455 N FRANKLIN ST

City,State,Zip: SYRACUSE, NY 13204

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 Contact: HUIBER-BRUER CONST/FRANKLIN PROPERTIES

Mailing Address 1: P O BOX 515

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FRANKLIN CENTER RENOVATION (Continued)**

**1005905770**

Mailing Address 2: Not reported  
Mailing City: SYRACUSE  
Mailing State: NY  
Mailing Zip: 13205  
Mailing Zip 4: Not reported  
Mailing Country: USA  
Mailing Phone: Not reported

**NY MANIFEST:**

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  
Waste Code: Not reported  
Quantity: 24660  
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



MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**F13**  
**WNW**  
**< 1/8**  
**0.090 mi.**  
**473 ft.**

**SYRACUSE SCALE COMPANY**  
**156 - 158 SOLAR ST**  
**SYRACUSE, NY**  
**Site 1 of 5 in cluster F**

**NY Spills** **S119029243**  
**N/A**

**Relative:**  
**Lower**  
**Actual:**  
**377 ft.**

**SPILLS:**

Name: SYRACUSE SCALE COMPANY  
 Address: 156 - 158 SOLAR ST  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 1609292 / 2017-01-06  
 Facility ID: 1609292  
 Facility Type: ER  
 DER Facility ID: 491917  
 Site ID: 538066  
 DEC Region: 7  
 Spill Cause: Unknown  
 Spill Class: D4  
 SWIS: 3415  
 Spill Date: 2016-10-27  
 Investigator: RJBRAZEL  
 Referred To: Not reported  
 Reported to Dept: 2017-01-05  
 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: 2017-01-05  
 Spill Record Last Update: 2017-01-09  
 Spiller Name: Not reported  
 Spiller Company: UNKNOWN  
 Spiller Address: Not reported  
 Spiller Company: 999  
 Contact Name: DERK HUDSON  
 DEC Memo: ""  
 Remarks: "discovered during sub surface investigation - Richard Berzal has been contacted in regards to this - cleanup status pending"

**All Materials:**

Site ID: 538066  
 Operable Unit ID: 1286679  
 Operable Unit: 01  
 Material ID: 2292308  
 Material Code: 0066A  
 Material Name: unknown petroleum  
 Case No.: Not reported  
 Material FA: Petroleum  
 Quantity: Not reported  
 Units: Not reported  
 Recovered: Not reported  
 Oxygenate: Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**F14**  
**WNW**  
**< 1/8**  
**0.090 mi.**  
**473 ft.**

**SYRACUSE SCALE**  
**156 SOLAR STREET**  
**SYRACUSE, NY**  
**Site 2 of 5 in cluster F**

**NY LTANKS**    **S102233946**  
**N/A**

**Relative:**  
**Lower**  
**Actual:**  
**377 ft.**

**LTANKS:**  
Name: SYRACUSE SCALE  
Address: 156 SOLAR STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9511787 / 1996-12-31  
Facility ID: 9511787  
Site ID: 211790  
Spill Date: 1995-12-18  
Spill Cause: Tank Failure  
Spill Source: Institutional, Educational, Gov., Other  
Spill Class: C3  
Cleanup Ceased: Not reported  
SWIS: 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  
Meets Standard: 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 County: 001  
Spiller Contact: STAN BOCK  
Spiller Phone: (800) 724-0174  
Spiller Extention: 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."

**All Materials:**  
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: G  
Recovered: .00  
Oxygenate: Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**F15**  
**WNW**  
**< 1/8**  
**0.091 mi.**  
**479 ft.**

**SYRACUSE SCALE CO INC**  
**158 SOLAR ST**  
**SYRACUSE, NY 13204**  
  
**Site 3 of 5 in cluster F**

**NY UST**    **U003066093**  
**N/A**

**Relative:**  
**Lower**  
  
**Actual:**  
**377 ft.**

**UST:**  
Name: SYRACUSE SCALE CO INC  
Address: 158 SOLAR ST  
City,State,Zip: SYRACUSE, NY 13204  
Id/Status: 7-600407 / Active  
Program Type: PBS  
Region: STATE  
DEC Region: 7  
Expiration Date: 08/20/2022  
UTM X: 405673.58509  
UTM Y: 4767892.66937  
Site Type: Manufacturing (Other than Chemical)/Processing

**Affiliation Records:**  
Site Id: 46845  
Affiliation Type: Mail Contact  
Company Name: DUPLI ASSOCIATES  
Contact Type: PRESIDENT  
Contact Name: KEMPER MATT JR  
Address1: 6761 THOMPSON RD  
Address2: Not reported  
City: SYRACUSE  
State: NY  
Zip Code: 13211  
Country Code: 001  
Phone: (315) 472-1316  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2017-12-07

Site Id: 46845  
Affiliation Type: Facility Operator  
Company Name: SYRACUSE SCALE CO INC  
Contact Type: Not reported  
Contact Name: KEMPER MATT JR  
Address1: Not reported  
Address2: Not reported  
City: Not reported  
State: NN  
Zip Code: Not reported  
Country Code: 001  
Phone: (315) 472-1316  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2017-12-07

Site Id: 46845  
Affiliation Type: Emergency Contact  
Company Name: DUPLI ASSOCIATES  
Contact Type: Not reported  
Contact Name: KEMPER MATT JR  
Address1: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE SCALE CO INC (Continued)**

**U003066093**

Address2: Not reported  
City: Not reported  
State: NN  
Zip Code: Not reported  
Country Code: 999  
Phone: (315) 476-9696  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2017-12-07

Site Id: 46845  
Affiliation Type: Facility Owner  
Company Name: DUPLI ASSOCIATES  
Contact Type: PRESIDENT  
Contact Name: KEMPER MATT JR  
Address1: 6761 THOMPSON RD  
Address2: Not reported  
City: SYRACUSE  
State: NY  
Zip Code: 13211  
Country Code: 001  
Phone: (315) 472-1316  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2017-12-07

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: 04/14/2017

Equipment Records:

A00 - Tank Internal Protection - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE SCALE CO INC (Continued)**

**U003066093**

D00 - Pipe Type - No Piping  
G00 - Tank Secondary Containment - None

**F16**  
**WNW**  
**< 1/8**  
**0.091 mi.**  
**479 ft.**

**SYRACUSE SCALE CO INC**  
**158 SOLAR ST**  
**SYRACUSE, NY 13204**  
**Site 4 of 5 in cluster F**

**NY AST** **A100445496**  
**N/A**

**Relative:**  
**Lower**  
**Actual:**  
**377 ft.**

AST:  
Name: SYRACUSE SCALE CO INC  
Address: 158 SOLAR ST  
City,State,Zip: SYRACUSE, NY 13204  
Region: STATE  
DEC Region: 7  
Site Status: Active  
Facility Id: 7-600407  
Program Type: PBS  
UTM X: 405673.58509  
UTM Y: 4767892.66937  
Expiration Date: 08/20/2022  
Site Type: Manufacturing (Other than Chemical)/Processing

Affiliation Records:  
Site Id: 46845  
Affiliation Type: Mail Contact  
Company Name: DUPLI ASSOCIATES  
Contact Type: PRESIDENT  
Contact Name: KEMPER MATT JR  
Address1: 6761 THOMPSON RD  
Address2: Not reported  
City: SYRACUSE  
State: NY  
Zip Code: 13211  
Country Code: 001  
Phone: (315) 472-1316  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2017-12-07

Site Id: 46845  
Affiliation Type: Facility Operator  
Company Name: SYRACUSE SCALE CO INC  
Contact Type: Not reported  
Contact Name: KEMPER MATT JR  
Address1: Not reported  
Address2: Not reported  
City: Not reported  
State: NN  
Zip Code: Not reported  
Country Code: 001  
Phone: (315) 472-1316  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2017-12-07

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE SCALE CO INC (Continued)**

**A100445496**

Site Id: 46845  
Affiliation Type: Emergency Contact  
Company Name: DUPLI ASSOCIATES  
Contact Type: Not reported  
Contact Name: KEMPER MATT JR  
Address1: Not reported  
Address2: Not reported  
City: Not reported  
State: NN  
Zip Code: Not reported  
Country Code: 999  
Phone: (315) 476-9696  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2017-12-07

Site Id: 46845  
Affiliation Type: Facility Owner  
Company Name: DUPLI ASSOCIATES  
Contact Type: PRESIDENT  
Contact Name: KEMPER MATT JR  
Address1: 6761 THOMPSON RD  
Address2: Not reported  
City: SYRACUSE  
State: NY  
Zip Code: 13211  
Country Code: 001  
Phone: (315) 472-1316  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2017-12-07

Tank Info:

Tank Number: 001  
Tank Id: 274570

Equipment Records:

E00 - Piping Secondary Containment - None  
A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
C01 - Pipe Location - Aboveground  
I04 - Overfill - Product Level Gauge (A/G)  
G02 - Tank Secondary Containment - Vault (w/access)  
K00 - Spill Prevention - None  
B00 - Tank External Protection - None  
F00 - Pipe External Protection - None  
H06 - Tank Leak Detection - Impervious Barrier/Concrete Pad (A/G)  
L00 - Piping Leak Detection - None  
J05 - Dispenser - On Site Heating System (Supply/Return)

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.  
Tank Type: Steel/Carbon Steel/Iron  
Tank Status: Temporarily Out of Service  
Pipe Model: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE SCALE CO INC (Continued)**

**A100445496**

Install Date: Not reported  
Capacity Gallons: 8000  
Tightness Test Method: -  
Date Test: Not reported  
Next Test Date: Not reported  
Date Tank Closed: Not reported  
Register: True  
Modified By: KCKEMP  
Last Modified: 12/07/2017  
Material Name: #4 fuel oil (on-site consumption)

**G17  
NNW  
< 1/8  
0.092 mi.  
484 ft.**

**MCK BUILDING ASSOCIATES  
221 W. DIVISION ST  
SYRACUSE, NY 13204  
Site 1 of 4 in cluster G**

**NY UST U003313975  
N/A**

**Relative:  
Lower  
Actual:  
379 ft.**

UST:  
Name: MCK BUILDING ASSOCIATES  
Address: 221 W. DIVISION ST  
City,State,Zip: SYRACUSE, NY 13204  
Id/Status: 7-600224 / Unregulated/Closed  
Program Type: PBS  
Region: STATE  
DEC Region: 7  
Expiration Date: N/A  
UTM X: 405764.01519  
UTM Y: 4768041.92435  
Site Type: Other

Affiliation Records:  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCK BUILDING ASSOCIATES (Continued)**

**U003313975**

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: Facility 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  
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



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCK BUILDING ASSOCIATES (Continued)**

**U003313975**

Date Test: Not reported  
Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Equipment Records:

H00 - Tank Leak Detection - None  
I00 - Overfill - None  
A00 - Tank Internal Protection - None  
B01 - Tank External Protection - Painted/Asphalt Coating  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
C02 - Pipe Location - Underground/On-ground  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser

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: 04/14/2017

Equipment Records:

H00 - Tank Leak Detection - None  
I00 - Overfill - None  
A00 - Tank Internal Protection - None  
B01 - Tank External Protection - Painted/Asphalt Coating  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
C02 - Pipe Location - Underground/On-ground  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser

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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCK BUILDING ASSOCIATES (Continued)**

**U003313975**

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: 04/14/2017

Equipment Records:

D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
A00 - Tank Internal Protection - None  
B01 - Tank External Protection - Painted/Asphalt Coating  
C02 - Pipe Location - Underground/On-ground  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser

18  
West  
< 1/8  
0.093 mi.  
490 ft.

**KING LABORATORIES INC**  
127 SOLAR ST  
SYRACUSE, NY 13204

NY CBS 1000231979  
NY CBS AST NYD002236784  
RCRA NonGen / NLR  
FINDS  
ECHO  
NY MANIFEST

Relative:  
Lower

Actual:  
377 ft.

CBS:  
Name: KING LABORATORIES, INC.  
Address: 127 SOLAR ST  
City,State,Zip: SYRACUSE, NY 13204  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**KING LABORATORIES INC (Continued)**

**1000231979**

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  
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 (Gal): 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  
Haz 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: 2007-01-01 00:00:00.0

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**KING LABORATORIES INC (Continued)**

**1000231979**

Facility name: KING LABORATORIES INC  
Facility address: 127 SOLAR ST  
SYRACUSE, NY 13204  
EPA ID: NYD002236784  
Mailing address: SOLAR ST  
SYRACUSE, NY 13204  
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  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: Not reported  
Owner/Op end date: Not reported

Owner/operator name: KING LABORATORIES INC  
Owner/operator address: NOT REQUIRED  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**KING LABORATORIES INC (Continued)**

**1000231979**

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: 2006-01-01 00:00:00.0  
Site name: KING LABORATORIES INC  
Classification: Not a generator, verified

Date form received by agency: 1999-07-08 00:00:00.0  
Site name: KING LABORATORIES INC  
Classification: Not a generator, verified

Date form received by agency: 1980-08-18 00:00:00.0  
Site name: KING LABORATORIES INC  
Classification: Large Quantity Generator

Hazardous Waste Summary:

. 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, TRICHLORETHYLENE, 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: 1987-12-22 00:00:00.0  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Not reported  
Date achieved compliance: Not reported  
Evaluation lead agency: State

FINDS:

Registry ID: 110004340721  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail.disp\\_program\\_facility?p\\_registry\\_id=110004340721](http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_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.

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**KING LABORATORIES INC (Continued)**

**1000231979**

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

**ECHO:**

Envid: 1000231979  
Registry ID: 110004340721  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110004340721>  
Name: KING LABORATORIES INC  
Address: 127 SOLAR ST  
City,State,Zip: SYRACUSE, NY 13204

**NY MANIFEST:**

Name: KING LABORATORIES  
Address: 127 SOLAR ST  
City,State,Zip: SYRACUSE, NY 13204  
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

**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: 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: MAD039322250  
Trans2 EPA ID: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**KING LABORATORIES INC (Continued)**

**1000231979**

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  
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: 100  
Waste Code: D009 - MERCURY 0.2 MG/L TCLP  
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: DF - Fiberboard or plastic drums (glass)  
Handling Method: B Incineration, heat recovery, burning.  
Specific Gravity: 100

19  
SW  
< 1/8  
0.093 mi.  
492 ft.

**FRANKLIN PROPERTIES LLC**  
**101 SOLAR ST**  
**SYRACUSE, NY 13204**

**RCRA NonGen / NLR** **1005444403**  
**FINDS** **NYR000107243**  
**ECHO**

**Relative:**  
**Lower**

RCRA NonGen / NLR:  
Date form received by agency: 2007-01-01 00:00:00.0  
Facility name: FRANKLIN PROPERTIES LLC  
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

**Actual:**  
**379 ft.**

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FRANKLIN PROPERTIES LLC (Continued)**

**1005444403**

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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 2001-01-01 00:00:00.  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 2001-01-01 00:00:00.  
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: 2006-01-01 00:00:00.0  
Site name: FRANKLIN PROPERTIES LLC  
Classification: Not a generator, verified

Date form received by agency: 2002-06-19 00:00:00.0  
Site name: FRANKLIN PROPERTIES LLC



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FRANKLIN PROPERTIES LLC (Continued)**

**1005444403**

Classification: Small Quantity Generator

Hazardous Waste Summary:

. Waste code: D000  
. Waste name: Not Defined

. Waste code: D008  
. Waste name: LEAD

Violation Status: No violations found

FINDS:

Registry ID: 110012554299  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail.disp\\_program\\_facility?p\\_registry\\_id=110012554299](http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_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.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1005444403  
Registry ID: 110012554299  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110012554299>  
Name: FRANKLIN PROPERTIES LLC  
Address: 101 SOLAR ST  
City,State,Zip: SYRACUSE, NY 13204

**E20**  
**South**  
**< 1/8**  
**0.098 mi.**  
**517 ft.**

**FRANKLIN CENTER**  
**455 NORHT FRANKLIN CENTER**  
**SYRACUSE, NY**

**NY LTANKS** **S105999089**  
**N/A**

**Site 2 of 3 in cluster E**

**Relative:**  
**Lower**  
**Actual:**  
**383 ft.**

LTANKS:  
Name: FRANKLIN CENTER  
Address: 455 NORHT FRANKLIN CENTER  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0302073 / 2004-05-04  
Facility ID: 0302073  
Site ID: 241385  
Spill Date: 2003-05-27  
Spill Cause: Tank Failure  
Spill Source: Unknown  
Spill Class: C3  
Cleanup Ceased: Not reported  
SWIS: 3415  
Investigator: CFMANNES  
Referred To: Not reported  
Reported to Dept: 2003-05-28  
CID: 282

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FRANKLIN CENTER (Continued)**

**S105999089**

Water Affected: Not reported  
Spill Notifier: Other  
Last Inspection: Not reported  
Recommended Penalty: False  
Meets Standard: 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 County: 001  
Spiller Contact: ANDY BREUER  
Spiller Phone: (315) 476-7917  
Spiller Extention: 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. "  
All Materials:  
Site ID: 241385  
Operable Unit ID: 869995  
Operable Unit: 01  
Material ID: 506557  
Material Code: 0001A  
Material Name: #2 fuel oil  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: .00  
Units: G  
Recovered: .00  
Oxygenate: Not reported

**E21**  
**SSE**  
**< 1/8**  
**0.099 mi.**  
**522 ft.**

**TELEPHONE POLE**  
**GENANT DRIVE/AT NORTH F**  
**SYRACUSE, NY**  
**Site 3 of 3 in cluster E**

**NY Spills S108058085**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**386 ft.**

**SPILLS:**  
Name: TELEPHONE POLE  
Address: GENANT DRIVE/AT NORTH F  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0603681 / 2008-05-16  
Facility ID: 0603681  
Facility Type: ER  
DER Facility ID: 316511  
Site ID: 366448  
DEC Region: 7  
Spill Cause: Other  
Spill Class: D5  
SWIS: 3415  
Spill Date: 2006-07-03

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**TELEPHONE POLE (Continued)**

**S108058085**

Investigator: Unassigned  
 Referred To: Not reported  
 Reported to Dept: 2006-07-03  
 CID: 410  
 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 Company: 999  
 Contact Name: CHRIS CARR  
 DEC Memo: ""  
 Remarks: "TELEPHONE POLE CAME DOWN AND TRANSFORMER IS LEAKING TRANSFORMER OIL:"  
 Not reported

All Materials:

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: G  
 Recovered: .00  
 Oxygenate: Not reported

**F22**  
**WNW**  
**< 1/8**  
**0.100 mi.**  
**529 ft.**

**SYRACUSE LITHOGRAPHING CO**  
**163 SOLAR STREET**  
**SYRACUSE, NY 13204**  
**Site 5 of 5 in cluster F**

**RCRA NonGen / NLR 1000145103**  
**FINDS NYD986900819**  
**ECHO**  
**NY MANIFEST**

**Relative:**  
**Lower**  
**Actual:**  
**377 ft.**

RCRA NonGen / NLR:  
 Date form received by agency: 2007-01-01 00:00:00.0  
 Facility name: SYRACUSE LITHOGRAPHING CO  
 Facility address: 163 SOLAR ST  
 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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE LITHOGRAPHING CO (Continued)**

**1000145103**

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  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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: 2006-01-01 00:00:00.0  
Site name: SYRACUSE LITHOGRAPHING CO  
Classification: Not a generator, verified

Date form received by agency: 1999-07-14 00:00:00.0

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE LITHOGRAPHING CO (Continued)**

**1000145103**

Site name: SYRACUSE LITHOGRAPHING CO  
Classification: Small Quantity Generator

Date form received by agency: 1990-05-07 00:00:00.0  
Site name: SYRACUSE LITHOGRAPHING CO  
Classification: Large Quantity Generator

Hazardous Waste Summary:

. 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: 1991-02-20 00:00:00.0  
Date achieved compliance: 1991-04-23 00:00:00.0  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 1991-03-29 00:00:00.0  
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: 2002-01-08 00:00:00.0  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Not reported  
Date achieved compliance: Not reported  
Evaluation lead agency: State  
  
Evaluation date: 1991-02-20 00:00:00.0  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Generators - General  
Date achieved compliance: 1991-04-23 00:00:00.0  
Evaluation lead agency: State

FINDS:

Registry ID: 110001597184  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail.disp\\_program\\_facility?p\\_registry\\_id=110001597184](http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE LITHOGRAPHING CO (Continued)**

**1000145103**

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.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

**ECHO:**

Envid: 1000145103  
Registry ID: 110001597184  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110001597184>  
Name: SYRACUSE LITHOGRAPHING CO  
Address: 163 SOLAR STREET  
City,State,Zip: SYRACUSE, NY 13204

**NY MANIFEST:**

Name: SYRACUSE LITHOGRAPHING  
Address: 163 SOLAR ST  
City,State,Zip: SYRACUSE, NY 13204  
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  
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: 2015  
Trans1 State ID: NYD013277454  
Trans2 State ID: Not reported  
Generator Ship Date: 02/12/2015

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE LITHOGRAPHING CO (Continued)**

**1000145103**

Trans1 Recv Date: 02/12/2015  
Trans2 Recv Date: Not reported  
TSD Site Recv Date: 02/12/2015  
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: NYD013277454  
TSD ID 2: Not reported  
Manifest Tracking Number: 007692948FLE  
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: 385  
Units: G - Gallons (liquids only)\* (8.3 pounds)  
Number of Containers: 7  
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

H23  
NNE  
< 1/8  
0.105 mi.  
555 ft.

**SPILL NUMBER 9706457  
22 DIVISION ST/N CLINTON  
SYRACUSE, NY**

**NY Spills S104646287  
N/A**

**Site 1 of 2 in cluster H**

**Relative:  
Higher**

SPILLS:  
Name: SPILL NUMBER 9706457  
Address: 22 DIVISION ST/N CLINTON  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9706457 / 1997-10-31  
Facility ID: 9706457  
Facility Type: ER  
DER Facility ID: 259847  
Site ID: 322558  
DEC Region: 7

**Actual:  
393 ft.**

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SPILL NUMBER 9706457 (Continued)**

**S104646287**

Spill Cause: Equipment Failure  
Spill Class: C3  
SWIS: 3415  
Spill Date: 1997-08-28  
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 Company: 001  
Contact Name: CHIEF BRATT  
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"

H24  
North  
< 1/8  
0.111 mi.  
588 ft.

**689 NORTH CLINTON ST  
689 NORTH CLINTON ST  
SYRACUSE, NY**

**NY Spills S104786968  
N/A**

**Site 2 of 2 in cluster H**

**Relative:  
Higher  
Actual:  
392 ft.**

**SPILLS:**  
Name: 689 NORTH CLINTON ST  
Address: 689 NORTH CLINTON ST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0004191 / 2000-08-15  
Facility ID: 0004191  
Facility Type: ER  
DER Facility ID: 203932  
Site ID: 248537  
DEC Region: 7  
Spill Cause: Unknown  
Spill Class: C3  
SWIS: 3415  
Spill Date: 2000-07-07  
Investigator: CFMANNES  
Referred To: Not reported  
Reported to Dept: 2000-07-07  
CID: 389  
Water Affected: Not reported  
Spill Source: Unknown  
Spill Notifier: Other



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

689 NORTH CLINTON ST (Continued)

S104786968

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 Company: 999  
Contact Name: CALLER  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was CM "  
Remarks: "caller reporting a spill of material from an unk source happened soetime ago no callback necessary "

All Materials:  
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: G  
Recovered: .00  
Oxygenate: Not reported

G25  
NNW  
< 1/8  
0.112 mi.  
593 ft.

ROTONDO WAREHOUSE  
212 W. DIVISION ST  
SYRACUSE, NY 13204

NY Spills S108130993  
N/A

Site 2 of 4 in cluster G

Relative:  
Lower  
Actual:  
379 ft.

SPILLS:  
Name: ROTONDO WAREHOUSE  
Address: 212 W. DIVISION ST  
City,State,Zip: SYRACUSE, NY 13204  
Spill Number/Closed Date: 0650792 / 2007-07-20  
Facility ID: 0650792  
Facility Type: ER  
DER Facility ID: 318655  
Site ID: 368764  
DEC Region: 7  
Spill Cause: Other  
Spill Class: C3  
SWIS: 3415  
Spill Date: 2006-08-11  
Investigator: RJBRAZEL  
Referred To: Not reported  
Reported to Dept: 2006-08-11  
CID: Not reported  
Water Affected: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**ROTONDO WAREHOUSE (Continued)**

**S108130993**

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 Company: Not reported  
 Contact Name: Not reported  
 DEC Memo: ""  
 Remarks: "Phase II invetigation indicated residual contamination from former UST."

All Materials:  
 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: G  
 Recovered: Not reported  
 Oxygenate: Not reported

**G26**  
**NNW**  
 < 1/8  
 0.112 mi.  
 593 ft.

**ROTONDO WAREHOUSE**  
**WEST DIVISION ST.**  
**SYRACUSE, NY 13204**

**Site 3 of 4 in cluster G**

**SEMS-ARCHIVE 1000872169**  
**RCRA NonGen / NLR NYD982531980**  
**FINDS**  
**ECHO**  
**NY MANIFEST**

**Relative:**  
**Lower**  
**Actual:**  
**379 ft.**

SEMS Archive:  
 Site ID: 0202668  
 EPA ID: NYD982531980  
 Name: ROTONDO WAREHOUSE  
 Address: WEST DIVISION ST.  
 Address 2: Not reported  
 City,State,Zip: SYRACUSE, NY 13204  
 Cong District: 27  
 FIPS Code: 36067  
 FF: N  
 NPL: Not on the NPL  
 Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:  
 Region: 02  
 Site ID: 0202668  
 EPA ID: NYD982531980  
 Site Name: ROTONDO WAREHOUSE  
 NPL: N

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ROTONDO WAREHOUSE (Continued)**

**1000872169**

FF: N  
OU: 00  
Action Code: VS  
Action Name: ARCH SITE  
SEQ: 1  
Start Date: Not reported  
Finish Date: 1988-12-29 05:00:00  
Qual: Not reported  
Current Action Lead: EPA Perf In-Hse

Region: 02  
Site ID: 0202668  
EPA ID: NYD982531980  
Site Name: ROTONDO WAREHOUSE  
NPL: N  
FF: N  
OU: 00  
Action Code: PA  
Action Name: PA  
SEQ: 1  
Start Date: 1988-12-21 05:00:00  
Finish Date: 1988-12-29 05:00:00  
Qual: N  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0202668  
EPA ID: NYD982531980  
Site Name: ROTONDO WAREHOUSE  
NPL: N  
FF: N  
OU: 00  
Action Code: DS  
Action Name: DISCVRY  
SEQ: 1  
Start Date: 1988-04-19 04:00:00  
Finish Date: 1988-04-19 04:00:00  
Qual: Not reported  
Current Action Lead: EPA Perf

**RCRA NonGen / NLR:**

Date form received by agency: 2007-01-01 00:00:00.0  
Facility name: ROTONDO WAREHOUSE  
Facility address: 212 W DIVISION ST  
SYRACUSE, NY 13204-1412  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ROTONDO WAREHOUSE (Continued)**

**1000872169**

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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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: 2006-01-01 00:00:00.0  
Site name: ROTONDO WAREHOUSE  
Classification: Not a generator, verified

Date form received by agency: 1999-07-08 00:00:00.0  
Site name: ROTONDO WAREHOUSE  
Classification: Not a generator, verified

Date form received by agency: 1993-10-13 00:00:00.0

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ROTONDO WAREHOUSE (Continued)**

**1000872169**

Site name: ROTONDO WAREHOUSE  
Classification: Small Quantity Generator

Hazardous Waste Summary:

. Waste code: X001  
. Waste name: WASTE OILS

Violation Status: No violations found

FINDS:

Registry ID: 110004421670  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail\\_disp\\_program\\_facility?p\\_registry\\_id=110004421670](http://ofmpub.epa.gov/enviro/fii_query_detail_disp_program_facility?p_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.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1000872169  
Registry ID: 110004421670  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110004421670>  
Name: ROTONDO WAREHOUSE  
Address: 212 W DIVISION ST  
City,State,Zip: SYRACUSE, NY 13204

NY MANIFEST:

Name: ROTONDO WAREHOUSE  
Address: 212 W DIVISION ST  
City,State,Zip: SYRACUSE, NY 13204-1412  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ROTONDO WAREHOUSE (Continued)**

**1000872169**

Mailing Zip: 13201  
Mailing Zip 4: Not reported  
Mailing Country: USA  
Mailing Phone: 3154516666

**NY MANIFEST:**

Document ID: NHG0006081  
Manifest Status: K  
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  
TSD ID 1: NHD018902874  
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: 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

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)      EDR ID Number  
EPA ID Number

**G27**  
**NNW**  
**< 1/8**  
**0.112 mi.**  
**593 ft.**

**ROTONDO WAREHOUSE**  
**212 WEST DIVISION ST**  
**SYRACUSE, NY**

**NY Spills**      **S109827394**  
**N/A**

**Site 4 of 4 in cluster G**

**Relative:**  
**Lower**  
**Actual:**  
**379 ft.**

**SPILLS:**  
Name: ROTONDO WAREHOUSE  
Address: 212 WEST DIVISION STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0902302 / 2009-08-06  
Facility ID: 0902302  
Facility Type: ER  
DER Facility ID: 363472  
Site ID: 414339  
DEC Region: 7  
Spill Cause: Unknown  
Spill Class: E6  
SWIS: 3415  
Spill Date: 2009-05-27  
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 Company: 999  
Contact Name: CALLER  
DEC Memo: "Referred to Remediation. See related spill 06-50792."  
Remarks: "Lab Results from Groundwater tests. Advisement only. Would like DEC to contact them."

**All Materials:**  
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: G  
Recovered: Not reported  
Oxygenate: Not reported

Name: ROTONDO WAREHOUSE

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ROTONDO WAREHOUSE (Continued)**

**S109827394**

Address: 212 WEST DIVISION ST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0904040 / 2009-07-29  
Facility ID: 0904040  
Facility Type: ER  
DER Facility ID: 365254  
Site ID: 416181  
DEC Region: 7  
Spill Cause: Unknown  
Spill Class: C3  
SWIS: 3415  
Spill Date: 2009-07-07  
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 Company: 999  
Contact Name: SAME AS ABOVE  
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 soil samples. Data supports closure of the spill."  
Remarks: "fuel oil in soil that they have collected. Approx. 8 feet below grade."  
All Materials:  
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  
Oxygenate: Not reported



MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**28**  
**WNW**  
**< 1/8**  
**0.113 mi.**  
**597 ft.**

**NIAGARA MOHAWK A NATIONAL GRID CO-MH 1009**  
**SOLAR ST & W DIVISION ST**  
**SYRACUSE, NY 13204**

**RCRA NonGen / NLR**

**1018158830**  
**NYP000971903**

**Relative:**  
**Lower**

RCRA NonGen / NLR:

**Actual:**  
**376 ft.**

Date form received by agency: 2016-04-07 00:00:00.0  
Facility name: NIAGARA MOHAWK A NATIONAL GRID CO-MH 1009  
Facility address: SOLAR ST & W DIVISION ST  
SYRACUSE, NY 13204  
EPA ID: NYP000971903  
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: 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: 2015-07-14 00:00:00.0  
Site name: NIAGARA MOHAWK A NATIONAL GRID CO  
Classification: Large Quantity Generator  
  
Violation Status: No violations found

**29**  
**North**  
**1/8-1/4**  
**0.126 mi.**  
**664 ft.**

**NIAGARA MOHAWK A NATIONAL GRID CO**  
**W DIVISION ST & N CLINTON ST**  
**SYRACUSE, NY 13204**

**RCRA NonGen / NLR**  
**FINDS**  
**ECHO**

**1017788013**  
**NYP000971622**

**Relative:**  
**Higher**

RCRA NonGen / NLR:

**Actual:**  
**392 ft.**

Date form received by agency: 2015-06-29 00:00:00.0  
Facility name: NIAGARA MOHAWK A NATIONAL GRID CO  
Facility address: W DIVISION ST & N CLINTON ST  
MH 1006  
SYRACUSE, NY 13204

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NIAGARA MOHAWK A NATIONAL GRID CO (Continued)**

**1017788013**

EPA ID: NYP000971622  
Mailing address: ERIE BLVD W  
SYRACUSE, NY 13202  
Contact: LENNY DELVECCCHIO  
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  
Used oil transfer facility: No  
Used oil transporter: No

**Historical Generators:**

Date form received by agency: 2015-04-01 00:00:00.0  
Site name: NIAGARA MOHAWK A NATIONAL GRID CO  
Classification: Large Quantity Generator

**Hazardous Waste Summary:**

. Waste code: B002  
. Waste name: Petroleum oil or other liquid containing 50 ppm or greater of PCBs, but less than 500 ppm PCBs. This includes oil from electrical equipment whose PCB concentration is unknown, except for circuit breakers, reclosers and cable.  
. Waste code: B007  
. Waste name: Other PCB wastes, including contaminated soil, solids, sludges, clothing, rags and dredge material.

Violation Status: No violations found

**FINDS:**

Registry ID: 110064385856  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail.disp\\_program\\_facility?p\\_registry\\_id=110064385856](http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NIAGARA MOHAWK A NATIONAL GRID CO (Continued)**

**1017788013**

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.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

**ECHO:**

Envid: 1017788013  
Registry ID: 110064385856  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110064385856>  
Name: NIAGARA MOHAWK A NATIONAL GRID CO  
Address: W DIVISION & N CLINTON ST  
City,State,Zip: SYRACUSE, NY 13204

**I30  
NNE  
1/8-1/4  
0.133 mi.  
701 ft.**

**OAK KNITTING MILL COMMONS  
102 W DIVISION ST  
SYRACUSE, NY 13202  
Site 1 of 3 in cluster I**

**NY Spills 1004762612  
RCRA NonGen / NLR NYR000098707  
FINDS  
ECHO  
NY MANIFEST  
NY COOLING TOWERS**

**Relative:  
Higher**

**Actual:  
400 ft.**

**SPILLS:**

Name: WESTSIDE OF BUILDING  
Address: 102 WEST DIVISION ST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 1702616 / 2017-10-17  
Facility ID: 1702616  
Facility Type: ER  
DER Facility ID: 236131  
Site ID: 551760  
DEC Region: 7  
Spill Cause: Unknown  
Spill Class: C4  
SWIS: 3415  
Spill Date: 2017-06-16  
Investigator: CFNORRIS  
Referred To: Not reported  
Reported to Dept: 2017-06-16  
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: 2017-06-16  
Spill Record Last Update: 2017-10-17  
Spiller Name: Not reported  
Spiller Company: BBL CONSTRUCTION  
Spiller Address: Not reported  
Spiller Company: 999  
Contact Name: JIM SAXTON  
DEC Memo: "SITE OF BUILDING REMODEL. SPILL IN LOCATION WHERE NEW SEWER LINE TO

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**OAK KNITTING MILL COMMONS (Continued)**

**1004762612**

BE LAID. they will also be installing footers after installing SEWER LINE. THEY ARE STORING CONTAMINATION ON POLY, OTHERWISE WILL CONTINUE WORK AS PLANNED. JIM SAXTON IS ENVIRONMENTAL OVERSIGHT. BOB CHATTERTON JOB SUPERINTENDENT. THEY WILL PROVIDE RP INFORMATION.

Attached are the results of the sample collected from the site. Numerous volatile and semivolatile compounds detected, would seem to be consistent with fuel oil given the high concentrations of naphthalenes. They have completed the pipe trenching and the materials are staged awaiting analytical results which are currently in progress. DISPOSAL INFORMATION RECIEVED 10-16-2017" "old spill found while working and clean up is pending direction"

Remarks:

All Materials:

Site ID: 551760  
Operable Unit ID: 1299845  
Operable Unit: 01  
Material ID: 2306091  
Material Code: 0066A  
Material Name: unknown petroleum  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: Not reported  
Units: Not reported  
Recovered: Not reported  
Oxygenate: Not reported

RCRA NonGen / NLR:

Date form received by agency: 2018-08-13 00:00:00.0  
Facility name: OAK KNITTING MILL COMMONS  
Facility address: 102 W DIVISION ST  
SYRACUSE, NY 13202  
EPA ID: NYR000098707  
Mailing address: MADISON ST SUITE 1905  
SYRACUSE, NY 13202  
Contact: JOSEPH C GEHM  
Contact address: MADISON ST SUITE 1905  
SYRACUSE, NY 13202  
Contact country: US  
Contact telephone: 315-447-5172  
Contact email: JOE@LAHINCHGROUP.COM  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 2001-01-01 00:00:00.

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**OAK KNITTING MILL COMMONS (Continued)**

**1004762612**

Owner/Op end date: Not reported

Owner/operator name: OAK KNITTING MILL COMMONS LLC  
Owner/operator address: MADISON ST SUITE 1905  
SYRACUSE, NY 13202

Owner/operator country: US  
Owner/operator telephone: 315-415-4633  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 2016-01-05 00:00:00.  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 2001-01-01 00:00:00.  
Owner/Op end date: Not reported

Owner/operator name: OAK KNITTING MILL COMMONS LLC  
Owner/operator address: Not reported  
Not reported

Owner/operator country: Not reported  
Owner/operator telephone: Not reported  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 2017-01-01 00:00:00.  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**OAK KNITTING MILL COMMONS (Continued)**

**1004762612**

Historical Generators:

Date form received by agency: 2017-06-23 00:00:00.0  
Site name: OAK KNITTING MILL COMMONS  
Classification: Small Quantity Generator

Date form received by agency: 2007-01-01 00:00:00.0  
Site name: DYNAMIC PAK  
Classification: Not a generator, verified

Date form received by agency: 2006-01-01 00:00:00.0  
Site name: DYNAMIC PAK  
Classification: Not a generator, verified

Date form received by agency: 2001-07-06 00:00:00.0  
Site name: DYNAMIC PAK  
Classification: Small Quantity Generator

Hazardous Waste Summary:

- . Waste code: D000
- . Waste name: Not Defined
  
- . Waste code: D001
- . Waste name: IGNITABLE WASTE
  
- . Waste code: D002
- . Waste name: CORROSIVE WASTE
  
- . Waste code: D018
- . Waste name: BENZENE

Violation Status: No violations found

FINDS:

Registry ID: 110009450986  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail.disp\\_program\\_facility?p\\_registry\\_id=110009450986](http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110009450986)

Environmental Interest/Information System:

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[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1004762612  
Registry ID: 110009450986  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110009450986>  
Name: OAK KNITTING MILL COMMONS  
Address: 102 W DIVISION ST  
City,State,Zip: SYRACUSE, NY 13202

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

OAK KNITTING MILL COMMONS (Continued)

1004762612

NY MANIFEST:

Name: DYNAMIC PAK  
Address: 102 W DIVISION ST  
City,State,Zip: SYRACUSE, NY 13202  
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 BIRCHENOUGH  
Mailing Address 1: 102 W DIVISION 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: 3154748593

NY MANIFEST:

Document ID: Not reported  
Manifest Status: Not reported  
seq: Not reported  
Year: 2017  
Trans1 State ID: NYR000176958  
Trans2 State ID: Not reported  
Generator Ship Date: 08/01/2017  
Trans1 Recv Date: 08/01/2017  
Trans2 Recv Date: Not reported  
TSD Site Recv Date: 08/03/2017  
Part A Recv Date: Not reported  
Part B Recv Date: Not reported  
Generator EPA ID: NYR000098707  
Trans1 EPA ID: Not reported  
Trans2 EPA ID: Not reported  
TSD ID 1: PAD067098822  
TSD ID 2: Not reported  
Manifest Tracking Number: 010982930FLE  
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

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**OAK KNITTING MILL COMMONS (Continued)**

**1004762612**

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  
 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

**COOLING TOWERS:**

Name: Not reported  
 Address: 102 W. DIVISION ST.  
 City,State,Zip: SYRACUSE, NY 13204  
 Equipment Unique ID: 13494  
 Equipment Borough: Not reported  
 Intended Use: Not reported  
 Manufacturer: Carrier  
 Model: 0  
 Cooling Capacity: Not reported  
 Cooling Capacity Unit: Not reported  
 Commissioned Date: 07/01/2016  
 Inspection Date: 07/11/2019  
 Date of Bacteriological Collection: 07/11/2019  
 Date of Legionella Collection: 07/11/2019  
 Last Legionella Result > 1,000 CFU/mL: no  
 Latitude: 43.059681  
 Longitude: -76.1558805

**I31**  
**NNE**  
**1/8-1/4**  
**0.133 mi.**  
**701 ft.**

**EXPRESSWAY PROPERTIES**  
**102 N. DIVISION ST**  
**SYRACUSE, NY 13204**  
**Site 2 of 3 in cluster I**

**NY UST** **U003800507**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**400 ft.**

UST:  
 Name: EXPRESSWAY PROPERTIES  
 Address: 102 N. DIVISION ST  
 City,State,Zip: SYRACUSE, NY 13204  
 Id/Status: 7-600810 / Unregulated/Closed  
 Program Type: PBS  
 Region: STATE  
 DEC Region: 7  
 Expiration Date: N/A  
 UTM X: 405907.66631



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**EXPRESSWAY PROPERTIES (Continued)**

**U003800507**

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  
EMail: 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  
EMail: Not reported  
Fax Number: Not reported  
Modified By: TRANSLAT  
Date Last Modified: 2004-03-04

Site Id: 47246  
Affiliation Type: Facility 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  
EMail: 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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**EXPRESSWAY PROPERTIES (Continued)**

**U003800507**

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  
EMail: Not reported  
Fax Number: Not reported  
Modified By: TRANSLAT  
Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 001  
Tank ID: 139805  
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: 04/14/2017

Equipment Records:

G03 - Tank Secondary Containment - Vault (w/o access)  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
B00 - Tank External Protection - None  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
A00 - Tank Internal Protection - None  
C03 - Pipe Location - Aboveground/Underground Combination  
J02 - Dispenser - Suction Dispenser

I32  
NNE  
1/8-1/4  
0.133 mi.  
701 ft.  
DYNAMIC PAK  
102 W DIVISION ST  
SYRACUSE, NY 13204  
Site 3 of 3 in cluster I

PA MANIFEST S123093827  
N/A

Relative: Higher  
Actual: 400 ft.  
Manifest Details:  
Year: 2017  
Manifest Number: 010982930FLE  
Manifest Type: TSD Copy  
Generator EPA Id: NYR000098707

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**DYNAMIC PAK (Continued)**

**S123093827**

Generator Date: 08/01/2017  
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: D002  
Container Number: 1  
Container Type: Fiberboard or plastic drums, barrels, kegs  
Waste Quantity: 10  
Unit: Pounds  
Handling Code: Not reported  
TSP EPA Id: PAD067098822  
Date TSP Sig: Not reported

Year: 2017  
Manifest Number: 010982930FLE  
Manifest Type: TSD Copy  
Generator EPA Id: NYR000098707  
Generator Date: 08/01/2017  
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: F003  
Container Number: 1  
Container Type: Fiberboard or plastic drums, barrels, kegs  
Waste Quantity: 180  
Unit: Pounds  
Handling Code: Not reported  
TSP EPA Id: PAD067098822  
Date TSP Sig: Not reported

Year: 2017  
Manifest Number: 010982930FLE  
Manifest Type: TSD Copy  
Generator EPA Id: NYR000098707  
Generator Date: 08/01/2017  
Mailing Address: Not reported  
Mailing City,St,Zip: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**DYNAMIC PAK (Continued)**

**S123093827**

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: 180  
Unit: Pounds  
Handling Code: Not reported  
TSP EPA Id: PAD067098822  
Date TSP Sig: Not reported

Year: 2017  
Manifest Number: 010982931FLE  
Manifest Type: TSD Copy  
Generator EPA Id: NYR000098707  
Generator Date: 08/01/2017  
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: 350  
Unit: Pounds  
Handling Code: Not reported  
TSP EPA Id: PAD067098822  
Date TSP Sig: Not reported

Year: 2017  
Manifest Number: 010982931FLE  
Manifest Type: TSD Copy  
Generator EPA Id: NYR000098707  
Generator Date: 08/01/2017  
Mailing Address: Not reported  
Mailing City, St, Zip: Not reported  
Contact Name: Not reported  
Contact Phone: Not reported  
TSD EPA Id: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**DYNAMIC PAK (Continued)**

**S123093827**

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: Metal drums, barrels, kegs  
Waste Quantity: 400  
Unit: Pounds  
Handling Code: Not reported  
TSP EPA Id: PAD067098822  
Date TSP Sig: Not reported

Year: 2017  
Manifest Number: 010982930FLE  
Manifest Type: TSD Copy  
Generator EPA Id: NYR000098707  
Generator Date: 08/01/2017  
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: Metal drums, barrels, kegs  
Waste Quantity: 400  
Unit: Pounds  
Handling Code: Not reported  
TSP EPA Id: PAD067098822  
Date TSP Sig: Not reported

Year: 2017  
Manifest Number: 010982930FLE  
Manifest Type: TSD Copy  
Generator EPA Id: NYR000098707  
Generator Date: 08/01/2017  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**DYNAMIC PAK (Continued)**

**S123093827**

TSD Facility City: Lewisberry  
TSD Facility State: PA  
Facility Telephone: Not reported  
Page Number: 1  
Line Number: 1  
Waste Number: U006  
Container Number: 1  
Container Type: Fiberboard or plastic drums, barrels, kegs  
Waste Quantity: 180  
Unit: Pounds  
Handling Code: Not reported  
TSP EPA Id: PAD067098822  
Date TSP Sig: Not reported

**J33  
East  
1/8-1/4  
0.133 mi.  
704 ft.**

**NIAGARA MOHAWK - FULTON ST SUBSTATION  
311 GENANT DR  
SYRACUSE, NY 13204**

**RCRA NonGen / NLR  
FINDS  
ECHO  
NY MANIFEST**

**1000416382  
NYD980788285**

**Site 1 of 3 in cluster J**

**Relative:  
Higher  
Actual:  
400 ft.**

RCRA NonGen / NLR:  
Date form received by agency: 2007-01-01 00:00:00.0  
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: 315-428-6611  
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  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 2001-01-01 00:00:00.  
Owner/Op end date: Not reported  
Owner/operator name: Not reported  
Owner/operator address: NOT REQUIRED  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NIAGARA MOHAWK - FULTON ST SUBSTATION (Continued)**

**1000416382**

Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 2001-01-01 00:00:00.  
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: 2006-01-01 00:00:00.0  
Site name: NIAGARA MOHAWK - FULTON ST SUBSTATION  
Classification: Not a generator, verified

Date form received by agency: 2002-08-21 00:00:00.0  
Site name: NIAGARA MOHAWK - FULTON ST SUBSTATION  
Classification: Not a generator, verified

Date form received by agency: 2002-03-19 00:00:00.0  
Site name: FULTON STREET SCR  
Classification: Large Quantity Generator

Date form received by agency: 1999-07-08 00:00:00.0  
Site name: FULTON ST SUBSTATION  
Classification: Not a generator, verified

Date form received by agency: 1985-02-25 00:00:00.0  
Site name: FULTON ST SUBSTATION  
Classification: Large Quantity Generator

Violation Status: No violations found

FINDS:

Registry ID: 110004393362  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail.disp\\_program\\_facility?p\\_registry\\_id=110004393362](http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_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,

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NIAGARA MOHAWK - FULTON ST SUBSTATION (Continued)**

**1000416382**

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

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

**ECHO:**

Envid: 1000416382  
Registry ID: 110004393362  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110004393362>  
Name: NIAGARA MOHAWK - FULTON ST SUBSTATION  
Address: 311 GENANT DR  
City,State,Zip: SYRACUSE, NY 13204

**NY MANIFEST:**

Name: NIAGARA MOHAWK POWER CORPORATION  
Address: 311 GENANT DR  
City,State,Zip: SYRACUSE, NY 13202  
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  
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: 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



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NIAGARA MOHAWK - FULTON ST SUBSTATION (Continued)**

**1000416382**

Part B Recv Date: Not reported  
Generator EPA ID: NYD980788285  
Trans1 EPA ID: NJD054126164  
Trans2 EPA ID: Not reported  
TSDf ID 1: MID060975844  
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: D039 - 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  
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

J34  
East  
1/8-1/4  
0.133 mi.  
704 ft.

**FULTON STREET SERVICE CENTER**  
**311 GENANT DRIVE**  
**SYRACUSE, NY 13202**  
**Site 2 of 3 in cluster J**

**NY UST U004199280**  
**N/A**

Relative:  
Higher  
Actual:  
400 ft.

UST:  
Name: FULTON STREET SERVICE CENTER  
Address: 311 GENANT DRIVE  
City,State,Zip: SYRACUSE, NY 13202  
Id/Status: 7-429937 / Unregulated/Closed  
Program Type: PBS  
Region: STATE  
DEC Region: 7  
Expiration Date: N/A

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FULTON STREET SERVICE CENTER (Continued)**

**U004199280**

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  
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: 04/14/2017

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: 04/14/2017

**K35**  
**SSE**  
**1/8-1/4**  
**0.136 mi.**  
**719 ft.**

**460 NORTH FRANKLIN STREET ASSOCIATES LLC**  
**438 NORTH FRANKLIN STREET**  
**SYRACUSE, NY 13202**

**PA MANIFEST** **S113739521**  
**N/A**

**Site 1 of 4 in cluster K**

**Relative:**  
**Higher**  
**Actual:**  
**386 ft.**

Manifest Details:  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**460 NORTH FRANKLIN STREET ASSOCIATES LLC (Continued)**

**S113739521**

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: PAD067098822  
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: U154  
Container Number: 1  
Container Type: Metal drums, barrels, kegs  
Waste Quantity: 38  
Unit: Pounds  
Handling Code: Not reported  
TSP EPA Id: PAD067098822  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**460 NORTH FRANKLIN STREET ASSOCIATES LLC (Continued)**

**S113739521**

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: PAD067098822  
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  
Waste Quantity: 139  
Unit: Pounds  
Handling Code: Not reported  
TSP EPA Id: PAD067098822  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

460 NORTH FRANKLIN STREET ASSOCIATES LLC (Continued)

S113739521

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: PAD067098822  
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: 3  
Unit: Pounds  
Handling Code: Not reported  
TSP EPA Id: PAD067098822  
Date TSP Sig: Not reported

K36  
SSE  
1/8-1/4  
0.136 mi.  
719 ft.

438 - 460 NORTH FRANKLIN ST  
438 NORTH FRANKLIN ST  
SYRACUSE, NY 13202  
Site 2 of 4 in cluster K

NY UST U004272411  
N/A

Relative:  
Higher  
Actual:  
386 ft.

UST:  
Name: 438 - 460 NORTH FRANKLIN ST  
Address: 438 NORTH FRANKLIN ST  
City, State, Zip: SYRACUSE, NY 13202  
Id/Status: 7-601611 / Unregulated/Closed  
Program Type: PBS  
Region: STATE  
DEC Region: 7  
Expiration Date: N/A  
UTM X: Not reported  
UTM Y: Not reported  
Site Type: Apartment Building/Office Building

Affiliation Records:

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**438 - 460 NORTH FRANKLIN ST (Continued)**

**U004272411**

Site Id: 545739  
Affiliation Type: Facility Owner  
Company Name: 460 NORTH FRANKLIN ST ASSOC LLC  
Contact Type: MEMBER  
Contact Name: JIM FUNICIELLO  
Address1: 2 CLINTON SQ - STE 120  
Address2: Not reported  
City: SYRACUSE  
State: NY  
Zip Code: 13202  
Country Code: 001  
Phone: (315) 472-2020  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2017-04-26

Site Id: 545739  
Affiliation Type: Mail Contact  
Company Name: 460 NORTH FRANKLIN ST ASSOC LLC  
Contact Type: MEMBER  
Contact Name: JIM FUNICIELLO  
Address1: 2 CLINTON SQ - STE 120  
Address2: Not reported  
City: SYRACUSE  
State: NY  
Zip Code: 13202  
Country Code: 001  
Phone: (315) 472-2020  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2017-04-26

Site Id: 545739  
Affiliation Type: Facility Operator  
Company Name: 438 - 460 NORTH FRANKLIN ST  
Contact Type: Not reported  
Contact Name: JIM FUNICIELLO  
Address1: Not reported  
Address2: Not reported  
City: Not reported  
State: NN  
Zip Code: Not reported  
Country Code: 001  
Phone: (315) 427-1959  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2017-04-24

Site Id: 545739  
Affiliation Type: Emergency Contact  
Company Name: 460 NORTH FRANKLIN ST ASSOC LLC  
Contact Type: Not reported  
Contact Name: JIM FUNICIELLO  
Address1: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**438 - 460 NORTH FRANKLIN ST (Continued)**

**U004272411**

Address2: Not reported  
City: Not reported  
State: NN  
Zip Code: Not reported  
Country Code: 001  
Phone: (315) 427-1959  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2017-04-24

Tank Info:

Tank Number: 001  
Tank ID: 267521  
Tank Status: Closed - Removed  
Material Name: Closed - Removed  
Capacity Gallons: 12000  
Install Date: Not reported  
Date Tank Closed: 04/20/2017  
Registered: True  
Tank Location: Underground  
Tank Type: Steel/carbon steel  
Tightness Test Method: -  
Date Test: Not reported  
Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: KCKEMP  
Last Modified: 04/26/2017

Equipment Records:

G00 - Tank Secondary Containment - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
L00 - Piping Leak Detection - None  
D00 - Pipe Type - No Piping  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
E00 - Piping Secondary Containment - None  
K00 - Spill Prevention - None  
A00 - Tank Internal Protection - None  
J00 - Dispenser - None

37  
NE  
1/8-1/4  
0.136 mi.  
720 ft.

**NIAGARA MOHAWK A NATIONAL GRID CO**  
**431 GENANT ST**  
**SYRACUSE, NY 13204**

**RCRA NonGen / NLR 1016959748**  
**NYP000970731**

**Relative:**  
**Higher**  
**Actual:**  
**402 ft.**

RCRA NonGen / NLR:  
Date form received by agency: 2015-06-26 00:00:00.0  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NIAGARA MOHAWK A NATIONAL GRID CO (Continued)**

**1016959748**

Contact: LENNY DEL VECCHIO  
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  
Used oil transfer facility: No  
Used oil transporter: No

Historical Generators:

Date form received by agency: 2014-06-24 00:00:00.0  
Site name: NIAGARA MOHAWK A NATIONAL GRID CO  
Classification: Large Quantity Generator

Hazardous Waste Summary:

. Waste code: B002  
. Waste name: Petroleum oil or other liquid containing 50 ppm or greater of PCBs, but less than 500 ppm PCBs. This includes oil from electrical equipment whose PCB concentration is unknown, except for circuit breakers, reclosers and cable.

Violation Status: No violations found

38  
NW  
1/8-1/4  
0.136 mi.  
720 ft.

**J & S LEASING  
212 SOLAR STREET  
SYRACUSE, NY**

**NY LTANKS S102960388  
N/A**

**Relative:  
Lower  
Actual:  
376 ft.**

LTANKS:  
Name: J & S LEASING  
Address: 212 SOLAR STREET  
City, State, Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9710063 / 2002-06-03  
Facility ID: 9710063  
Site ID: 143307  
Spill Date: 1997-10-31  
Spill Cause: Tank Failure



Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**J & S LEASING (Continued)**

**S102960388**

Spill Source: Commercial/Industrial  
 Spill Class: B4  
 Cleanup Ceased: Not reported  
 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  
 Meets Standard: 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 County: 001  
 Spiller Contact: SAM ROTONDO  
 Spiller Phone: (000) 457-4211  
 Spiller Extention: 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."

**J39**  
**East**  
**1/8-1/4**  
**0.139 mi.**  
**733 ft.**

**NIMO COMPLEX**  
**NIMO COMPLEX WATER STREET**  
**SYRACUSE, NY**

**NY LTANKS** **S100495138**  
**N/A**

**Site 3 of 3 in cluster J**

**Relative:**  
**Higher**  
**Actual:**  
**400 ft.**

**LTANKS:**  
 Name: NIMO COMPLEX  
 Address: NIMO COMPLEX WATER STREET  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 9301729 / 1993-12-31  
 Facility ID: 9301729  
 Site ID: 149633  
 Spill Date: 1993-05-06  
 Spill Cause: Tank Failure  
 Spill Source: Commercial/Industrial  
 Spill Class: D3  
 Cleanup Ceased: 1993-12-31  
 SWIS: 3415  
 Investigator: CFMANNES  
 Referred To: Not reported  
 Reported to Dept: 1993-05-06  
 CID: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**NIMO COMPLEX (Continued)**

**S100495138**

Water Affected:	Not reported
Spill Notifier:	Affected Persons
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	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 County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	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: RECIEVED 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."

All Materials:

Site ID:	149633
Operable Unit ID:	980183
Operable Unit:	01
Material ID:	398895
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	Not reported
Recovered:	.00
Oxygenate:	Not reported

**K40**  
**SSE**  
**1/8-1/4**  
**0.142 mi.**  
**750 ft.**

**FELDMAN-MONDLICK, INC.**  
**441 N. FRANKLIN ST**  
**SYRACUSE, NY 13204**  
**Site 3 of 4 in cluster K**

**NY UST**    **U003313896**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**385 ft.**

UST:	
Name:	FELDMAN-MONDLICK, INC.
Address:	441 N. FRANKLIN ST
City,State,Zip:	SYRACUSE, NY 13204
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FELDMAN-MONDLICK, INC. (Continued)**

**U003313896**

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  
Affiliation Type: Facility Operator  
Company Name: FELDMAN-MONDLICK, INC.  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FELDMAN-MONDLICK, INC. (Continued)**

**U003313896**

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: 04/14/2017

Equipment Records:

H00 - Tank Leak Detection - None  
I00 - Overfill - None  
A00 - Tank Internal Protection - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser

**K41**  
**SSE**  
**1/8-1/4**  
**0.148 mi.**  
**780 ft.**

**432 NORTH FRANKLIN STREET**  
**432 NORTH FRANKLIN STREET**  
**SYRACUSE, NY 13201**

**Site 4 of 4 in cluster K**

**NY ENG CONTROLS**  
**NY INST CONTROL**  
**NY VCP**  
**NY BROWNFIELDS**

**S108410663**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**387 ft.**

**ENG CONTROLS:**  
Name: 432 NORTH FRANKLIN STREET  
Address: 432 NORTH FRANKLIN STREET  
City,State,Zip: SYRACUSE, NY 13201  
Site Code: 58698  
HW Code: Not reported  
Control Code: 18  
Control Type: ENG  
Date Record Added: 01/09/2007

MAP FINDINGS

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

Date Rec Updated: 01/21/2016  
Updated By: SRHEIGEL  
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 completing any future ground intrusive work (i.e., utility and/or soil excavation).

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 3/2/2004 1:09:00 PM  
Record Upd: 6/11/2009 9:36:00 AM  
Updated By: THKNIZEK  
Own Op: 1  
Sub Type: E  
Owner Name: C/O ROBERT MEDINA  
Owner Company: 432 NORTH FRANKLIN PROPERTIES  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip: SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: DOUGLAS SOUTHERLAND  
Owner Company: FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip: SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Not reported  
Owner Company: 432 NORTH FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip: SYRACUSE, NY 13204  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: BENZ(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(B)FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: TRICHLOROETHENE (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: XYLENE (MIXED)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: Chrysene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

Waste Type: DIBENZ[A,H]ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: METHYLENE CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO[K]FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)PYRENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: benzo(k)fluoranthene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: V00588  
Cross Ref Type Code: 4  
Cross Ref Type: VCP Site ID  
Record Added Date: 4/21/2008 1:50:00 PM  
Record Updated: 4/21/2008 1:50:00 PM  
Updated By: cscui pyl  
Crossref ID: B7-0615-02-06a  
Cross Ref Type Code: 23  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:46:00 AM  
Record Updated: 6/2/2009 9:46:00 AM  
Updated By: THKNIZEK

Name: 432 NORTH FRANKLIN STREET  
Address: 432 NORTH FRANKLIN STREET  
City,State,Zip: SYRACUSE, NY 13201  
Site Code: 58698  
HW Code: Not reported  
Control Code: 15  
Control Type: ENG  
Date Record Added: 01/09/2007  
Date Rec Updated: 01/21/2016  
Updated By: SRHEIGEL

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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

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).

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 3/2/2004 1:09:00 PM  
Record Upd: 6/11/2009 9:36:00 AM  
Updated By: THKNIZEK  
Own Op: 1



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

432 NORTH FRANKLIN STREET (Continued)

S108410663

Sub Type: E  
Owner Name: C/O ROBERT MEDINA  
Owner Company: 432 NORTH FRANKLIN PROPERTIES  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip: SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: DOUGLAS SOUTHERLAND  
Owner Company: FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip: SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Not reported  
Owner Company: 432 NORTH FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip: SYRACUSE, NY 13204  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: BENZ(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(B)FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: TRICHLOROETHENE (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: XYLENE (MIXED)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: Chrysene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: DIBENZ[A,H]ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: METHYLENE CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO[K]FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)PYRENE

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: benzo(k)fluoranthene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: V00588  
Cross Ref Type Code: 4  
Cross Ref Type: VCP Site ID  
Record Added Date: 4/21/2008 1:50:00 PM  
Record Updated: 4/21/2008 1:50:00 PM  
Updated By: cscuiptyl  
Crossref ID: B7-0615-02-06a  
Cross Ref Type Code: 23  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:46:00 AM  
Record Updated: 6/2/2009 9:46:00 AM  
Updated By: THKNIZEK

Name: 432 NORTH FRANKLIN STREET  
Address: 432 NORTH FRANKLIN STREET  
City,State,Zip: SYRACUSE, NY 13201  
Site Code: 58698  
HW Code: Not reported  
Control Code: 13  
Control Type: ENG  
Date Record Added: 01/09/2007  
Date Rec Updated: 01/21/2016  
Updated By: SRHEIGEL

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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

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).

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 3/2/2004 1:09:00 PM  
Record Upd: 6/11/2009 9:36:00 AM  
Updated By: THKNIZEK  
Own Op: 1  
Sub Type: E  
Owner Name: C/O ROBERT MEDINA  
Owner Company: 432 NORTH FRANKLIN PROPERTIES  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip: SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: DOUGLAS SOUTHERLAND  
Owner Company: FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

Owner City,St,Zip: SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Not reported  
Owner Company: 432 NORTH FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip: SYRACUSE, NY 13204  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: BENZ(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(B)FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: TRICHLOROETHENE (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: XYLENE (MIXED)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: Chrysene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: DIBENZ[A,H]ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: METHYLENE CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO[K]FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)PYRENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: benzo(k)fluoranthene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: V00588  
Cross Ref Type Code: 4  
Cross Ref Type: VCP Site ID

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

Record Added Date: 4/21/2008 1:50:00 PM  
Record Updated: 4/21/2008 1:50:00 PM  
Updated By: cscui pyl  
Crossref ID: B7-0615-02-06a  
Cross Ref Type Code: 23  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:46:00 AM  
Record Updated: 6/2/2009 9:46:00 AM  
Updated By: THKNIZEK

**INST CONTROL:**

Name: 432 NORTH FRANKLIN STREET  
Address: 432 NORTH FRANKLIN STREET  
City,State,Zip: SYRACUSE, NY 13201  
Site Code: 58698  
Control Name: Environmental Easement  
HW Code: Not reported  
Control Code: Not reported  
Control Type: INST  
Dt record added: 01/09/2007  
Dt rec updated: 01/21/2016  
Updated By: SRHEIGEL  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

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).

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 3/2/2004 1:09:00 PM  
Record Upd: 6/11/2009 9:36:00 AM  
Updated By: THKNIZEK  
Own Op: 1  
Sub Type: E  
Owner Name: C/O ROBERT MEDINA  
Owner Company: 432 NORTH FRANKLIN PROPERTIES  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip:SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: DOUGLAS SOUTHERLAND  
Owner Company: FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip:SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Not reported  
Owner Company: 432 NORTH FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip:SYRACUSE, NY 13204  
Owner Country: United States of America

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

432 NORTH FRANKLIN STREET (Continued)

S108410663

HW Code: Not reported  
Waste Type: BENZ(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(B)FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: TRICHLOROETHENE (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: XYLENE (MIXED)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: Chrysene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: DIBENZ[A,H]ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: METHYLENE CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO[K]FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)PYRENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: benzo(k)fluoranthene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: V00588  
Cross Ref Type Code:  
Cross Ref Type: VCP Site ID  
Record Added Date: 4/21/2008 1:50:00 PM  
Record Updated: 4/21/2008 1:50:00 PM  
Updated By: cscui pyl  
Crossref ID: B7-0615-02-06a  
Cross Ref Type Code:  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:46:00 AM  
Record Updated: 6/2/2009 9:46:00 AM  
Updated By: THKNIZEK

MAP FINDINGS

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

Name: 432 NORTH FRANKLIN STREET  
 Address: 432 NORTH FRANKLIN STREET  
 City,State,Zip: SYRACUSE, NY 13201  
 Site Code: 58698  
 Control Name: O&M Plan  
 HW Code: Not reported  
 Control Code: 33  
 Control Type: INST  
 Dt record added: 01/09/2007  
 Dt rec updated: 01/21/2016  
 Updated By: SRHEIGEL  
 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



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**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).

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 3/2/2004 1:09:00 PM  
Record Upd: 6/11/2009 9:36:00 AM  
Updated By: THKNIZEK  
Own Op: 1  
Sub Type: E  
Owner Name: C/O ROBERT MEDINA  
Owner Company: 432 NORTH FRANKLIN PROPERTIES  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip:SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: DOUGLAS SOUTHERLAND  
Owner Company: FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip:SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Not reported  
Owner Company: 432 NORTH FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip:SYRACUSE, NY 13204  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: BENZ(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(B)FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: TRICHLOROETHENE (TCE)  
Waste Quantity: UNKNOWN

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

Waste Code: Not reported  
HW Code: Not reported  
Waste Type: XYLENE (MIXED)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: Chrysene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: DIBENZ[A,H]ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: METHYLENE CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO[K]FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)PYRENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: benzo(k)fluoranthene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: V00588  
Cross Ref Type Code:  
Cross Ref Type: VCP Site ID  
Record Added Date: 4/21/2008 1:50:00 PM  
Record Updated: 4/21/2008 1:50:00 PM  
Updated By: cscui pyl  
Crossref ID: B7-0615-02-06a  
Cross Ref Type Code:  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:46:00 AM  
Record Updated: 6/2/2009 9:46:00 AM  
Updated By: THKNIZEK  
  
Name: 432 NORTH FRANKLIN STREET  
Address: 432 NORTH FRANKLIN STREET  
City,State,Zip: SYRACUSE, NY 13201  
Site Code: 58698  
Control Name: Ground Water Use Restriction  
HW Code: Not reported  
Control Code: 8  
Control Type: INST  
Dt record added: 01/09/2007  
Dt rec updated: 01/21/2016  
Updated By: SRHEIGEL

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

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 completing any future ground intrusive work (i.e., utility and/or soil excavation).

Dump: False

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 3/2/2004 1:09:00 PM  
Record Upd: 6/11/2009 9:36:00 AM  
Updated By: THKNIZEK  
Own Op: 1  
Sub Type: E  
Owner Name: C/O ROBERT MEDINA  
Owner Company: 432 NORTH FRANKLIN PROPERTIES  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip:SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: DOUGLAS SOUTHERLAND  
Owner Company: FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip:SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Not reported  
Owner Company: 432 NORTH FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip:SYRACUSE, NY 13204  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: BENZ(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(B)FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: TRICHLOROETHENE (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: XYLENE (MIXED)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: Chrysene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: DIBENZ[A,H]ANTHRACENE

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: METHYLENE CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO[K]FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)PYRENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: benzo(k)fluoranthene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: V00588  
Cross Ref Type Code:  
Cross Ref Type: VCP Site ID  
Record Added Date: 4/21/2008 1:50:00 PM  
Record Updated: 4/21/2008 1:50:00 PM  
Updated By: cscuiptl  
Crossref ID: B7-0615-02-06a  
Cross Ref Type Code:  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:46:00 AM  
Record Updated: 6/2/2009 9:46:00 AM  
Updated By: THKNIZEK

Name: 432 NORTH FRANKLIN STREET  
Address: 432 NORTH FRANKLIN STREET  
City,State,Zip: SYRACUSE, NY 13201  
Site Code: 58698  
Control Name: Soil Management Plan  
HW Code: Not reported  
Control Code: 14  
Control Type: INST  
Dt record added: 01/09/2007  
Dt rec updated: 01/21/2016  
Updated By: SRHEIGEL  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

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).

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 3/2/2004 1:09:00 PM  
Record Upd: 6/11/2009 9:36:00 AM  
Updated By: THKNIZEK

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

432 NORTH FRANKLIN STREET (Continued)

S108410663

Own Op: 1  
Sub Type: E  
Owner Name: C/O ROBERT MEDINA  
Owner Company: 432 NORTH FRANKLIN PROPERTIES  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip:SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: DOUGLAS SOUTHERLAND  
Owner Company: FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip:SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Not reported  
Owner Company: 432 NORTH FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip:SYRACUSE, NY 13204  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: BENZ(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(B)FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: TRICHLOROETHENE (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: XYLENE (MIXED)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: Chrysene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: DIBENZ[A,H]ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: METHYLENE CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO[K]FLUORANTHENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

Waste Type: BENZO(A)PYRENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: benzo(k)fluoranthene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: V00588  
Cross Ref Type Code:  
Cross Ref Type: VCP Site ID  
Record Added Date: 4/21/2008 1:50:00 PM  
Record Updated: 4/21/2008 1:50:00 PM  
Updated By: cscui pyl  
Crossref ID: B7-0615-02-06a  
Cross Ref Type Code:  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:46:00 AM  
Record Updated: 6/2/2009 9:46:00 AM  
Updated By: THKNIZEK

VCP:

Name: 432 NORTH FRANKLIN STREET  
Address: 432 NORTH FRANKLIN STREET  
City,State,Zip: SYRACUSE, NY  
Program Type: VCP  
Site Code: 58891  
HW Code: V00588  
Site Class: Not reported  
SWIS: 3415  
Region: 7  
Town: Syracuse (c)  
Acres: Not reported  
Date Record Added: 06/04/2002  
Date Record Updated: 07/08/2008  
Updated By: cscui pyl  
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  
Dump: Not reported  
Structure: Not reported  
Lagoon: Not reported  
Landfill: Not reported



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**432 NORTH FRANKLIN STREET (Continued)**

**S108410663**

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: 6  
Sub Type: ZZZ  
Owner Name: Not reported  
Owner Company: FRANKLIN PROPERTIES, LLC  
Owner Address: 221 WEST DIVISION STREET  
Owner Addr2: Not reported  
Owner City,St,Zip: SYRACUSE, NY 13204  
Owner Country: United States of America  
Own Op: 1  
Sub Type: ZZZ  
Owner Name: C/O ROBERT BALDWIN, ESQ.  
Owner Company: ESTATE OF JOHN MARSELLUS  
Owner Address: 100 CLINTON SQUARE, 126 N. SALINA ST  
Owner Addr2: Not reported  
Owner City,St,Zip: SYRACUSE, NY 13202  
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

**BROWNFIELDS:**

Name: 432 NORTH FRANKLIN STREET  
Address: 432 NORTH FRANKLIN STREET  
City,State,Zip: SYRACUSE, NY 13201  
Program: BCP  
Site Code: 58698  
Acres: 1.97  
HW Code: C734089  
SWIS: 3415  
Town: Syracuse (c)  
Record Added Date: 03/02/2004  
Record Updated Date: 10/18/2019  
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 is open timber frame with a brick facade. It has been used in the

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

432 NORTH FRANKLIN STREET (Continued)

S108410663

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).

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 3/2/2004 1:09:00 PM  
Record Upd: 6/11/2009 9:36:00 AM  
Updated By: THKNIZEK

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

432 NORTH FRANKLIN STREET (Continued)

S108410663

Own Op:	1
Sub Type:	E
Owner Name:	C/O ROBERT MEDINA
Owner Company:	432 NORTH FRANKLIN PROPERTIES
Owner Address:	221 WEST DIVISION STREET
Owner Addr2:	Not reported
Owner City,St,Zip:	SYRACUSE, NY 13204
Owner Country:	United States of America
Own Op:	6
Sub Type:	Not reported
Owner Name:	DOUGLAS SOUTHERLAND
Owner Company:	FRANKLIN PROPERTIES, LLC
Owner Address:	221 WEST DIVISION STREET
Owner Addr2:	Not reported
Owner City,St,Zip:	SYRACUSE, NY 13204
Owner Country:	United States of America
Own Op:	6
Sub Type:	Not reported
Owner Name:	Not reported
Owner Company:	432 NORTH FRANKLIN PROPERTIES, LLC
Owner Address:	221 WEST DIVISION STREET
Owner Addr2:	Not reported
Owner City,St,Zip:	SYRACUSE, NY 13204
Owner Country:	United States of America
HW Code:	Not reported
Waste Type:	BENZ(A)ANTHRACENE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	Not reported
Waste Type:	BENZO(B)FLUORANTHENE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	Not reported
Waste Type:	TRICHLOROETHENE (TCE)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	Not reported
Waste Type:	XYLENE (MIXED)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	Not reported
Waste Type:	Chrysene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	Not reported
Waste Type:	DIBENZ[A,H]ANTHRACENE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	Not reported
Waste Type:	METHYLENE CHLORIDE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	Not reported
Waste Type:	BENZO[K]FLUORANTHENE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

432 NORTH FRANKLIN STREET (Continued)

S108410663

Waste Type: BENZO(A)PYRENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: benzo(k)fluoranthene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: BENZO(A)ANTHRACENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: V00588  
Cross Ref Type Code: 4  
Cross Ref Type: VCP Site ID  
Record Added Date: 4/21/2008 1:50:00 PM  
Record Updated: 4/21/2008 1:50:00 PM  
Updated By: cscuipl  
Crossref ID: B7-0615-02-06a  
Cross Ref Type Code: 23  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:46:00 AM  
Record Updated: 6/2/2009 9:46:00 AM  
Updated By: THKNIZEK

42  
ENE  
1/8-1/4  
0.165 mi.  
870 ft.

NATIONAL GRID ASH STREET SUB  
GENANT DR  
SYRACUSE, NY 13208

RCRA-LQG 1000132255  
NY Spills NYD980782254  
NY MANIFEST

Relative:  
Higher  
Actual:  
405 ft.

RCRA-LQG:  
Date form received by agency: 2012-03-02 00:00:00.0  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NATIONAL GRID ASH STREET SUB (Continued)**

**1000132255**

100 kg of that material at any time

Owner/Operator Summary:

Owner/operator name: Not reported  
Owner/operator address: NOT REQUIRED  
NOT REQUIRED, WY 99999  
Owner/operator country: Not reported  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: Not reported  
Owner/Op end date: Not reported

Owner/operator name: NIAGARA MOHAWK POWER CORP  
Owner/operator address: Not reported  
Not reported  
Owner/operator country: Not reported  
Owner/operator telephone: Not reported  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 1979-12-31 00:00:00.  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 1979-12-31 00:00:00.  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NATIONAL GRID ASH STREET SUB (Continued)**

**1000132255**

Used oil transfer facility: No  
Used oil transporter: No

Historical Generators:

Date form received by agency: 2007-01-01 00:00:00.0  
Site name: ASH STREET SUB  
Classification: Not a generator, verified

Date form received by agency: 2006-01-01 00:00:00.0  
Site name: ASH STREET SUB  
Classification: Not a generator, verified

Date form received by agency: 2002-03-19 00:00:00.0  
Site name: ASH STREET SUB  
Classification: Large Quantity Generator

Date form received by agency: 1999-07-08 00:00:00.0  
Site name: ASH ST SUB  
Classification: Not a generator, verified

Date form received by agency: 1984-11-20 00:00:00.0  
Site name: ASH ST SUB  
Classification: Large Quantity Generator

Hazardous Waste Summary:

. Waste code: B003  
. Waste name: Petroleum oil or other liquid containing 500 ppm or greater of PCBs.

. Waste code: B007  
. Waste name: Other PCB wastes, including contaminated soil, solids, sludges, clothing, rags and dredge material.

. 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: 2014-12-04 00:00:00.0  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Not reported  
Date achieved compliance: Not reported  
Evaluation lead agency: State

SPILLS:

Name: ASH STREET SUBSTATION  
Address: GENANT DRIVE  
City, State, Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0000309 / 2005-09-16  
Facility ID: 0000309  
Facility Type: ER  
DER Facility ID: 331828

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NATIONAL GRID ASH STREET SUB (Continued)**

**1000132255**

Site ID: 116061  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: C3  
SWIS: 3415  
Spill Date: 2000-04-07  
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 Company: 001  
Contact Name: DICK MEYERS  
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 ENVIORNMENT CONTACTED AND ARE ON SITE FOR CLEANUP. NO CALL BACK REQEUSTED."

All Materials:

Site ID: 116061  
Operable Unit ID: 822018  
Operable Unit: 01  
Material ID: 288561  
Material Code: 0020A  
Material Name: transformer oil  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: 500.00  
Units: G  
Recovered: .00  
Oxygenate: Not reported

NY MANIFEST:

Name: NIAGARA MOHAWK POWER CORPORATION  
Address: GENANT DR  
City,State,Zip: SYRACUSE, NY 13202-4298  
Country: USA  
EPA ID: NYD980782254  
Facility Status: Not reported  
Location Address 1: GENANT DR.  
Code: BP  
Location Address 2: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NATIONAL GRID ASH STREET SUB (Continued)**

**1000132255**

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: 2017  
Trans1 State ID: NJD986588630  
Trans2 State ID: NJD071629976  
Generator Ship Date: 06/21/2017  
Trans1 Recv Date: 06/21/2017  
Trans2 Recv Date: 06/27/2017  
TSD Site Recv Date: 07/07/2017  
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: ALD983167891  
TSD ID 2: Not reported  
Manifest Tracking Number: 003260617GBF  
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  
Waste Code: Not reported  
Quantity: 264  
Units: P - Pounds



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NATIONAL GRID ASH STREET SUB (Continued)**

**1000132255**

Number of Containers: 12  
Container Type: CM - Metal boxes, cases, roll-offs  
Handling Method: R Material recovery of more than 75 percent of the total material.  
Specific Gravity: 1  
Waste Code: B004  
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

**43  
NW  
1/8-1/4  
0.167 mi.  
882 ft.**

**D & J TRANSPORTATION SPECIALISTS INC  
227 SOLAR ST  
SYRACUSE, NY 13204**

**RCRA NonGen / NLR  
PADS  
NY MANIFEST**

**1015757899  
NYD088658646**

**Relative:  
Lower**

RCRA NonGen / NLR:

**Actual:  
376 ft.**

Date form received by agency: 2007-01-01 00:00:00.0  
Facility name: D & J TRANSPORTATION SPECIALISTS INC  
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  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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  
Owner/operator email: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**D & J TRANSPORTATION SPECIALISTS INC (Continued)**

**1015757899**

Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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: 2006-01-01 00:00:00.0  
Site name: D & J TRANSPORTATION SPECIALISTS INC  
Classification: Not a generator, verified

Date form received by agency: 1992-03-12 00:00:00.0  
Site name: D & J TRANSPORTATION SPECIALISTS INC  
Classification: Not a generator, verified

Hazardous Waste Summary:

. Waste code: NONE  
. Waste name: None

Facility Has Received Notices of Violations:

Regulation violated: SS - 21c(5)  
Area of violation: Transporters - Manifest and Recordkeeping  
Date violation determined: 1995-04-04 00:00:00.0  
Date achieved compliance: 1995-04-18 00:00:00.0  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 1995-04-11 00:00:00.0  
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 - 405(1)  
Area of violation: Transporters - Manifest and Recordkeeping

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**D & J TRANSPORTATION SPECIALISTS INC (Continued)**

**1015757899**

Date violation determined: 1995-04-04 00:00:00.0  
Date achieved compliance: 1995-04-18 00:00:00.0  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 1995-04-11 00:00:00.0  
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: 1995-04-04 00:00:00.0  
Evaluation: NON-FINANCIAL RECORD REVIEW  
Area of violation: Transporters - Manifest and Recordkeeping  
Date achieved compliance: 1995-04-18 00:00:00.0  
Evaluation lead agency: State

Evaluation date: 1985-11-19 00:00:00.0  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Not reported  
Date achieved compliance: Not reported  
Evaluation lead agency: State

Evaluation date: 1984-08-03 00:00:00.0  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Not reported  
Date achieved compliance: Not reported  
Evaluation lead agency: State

PADS:

Name: D AND J TRANS SPEC  
Address: 107 7TH N  
Address 2: Not reported  
City,State,Zip: LIVERPOOL, NY 13088  
EDR ID: 1015757899  
EPAID: NYD088658646  
Region: 2  
Generator: N  
Storer: N  
Disposer: N  
Transporter: Y  
Smelter: N  
Research Facility: N  
Mailing Address: 227 SOLAR ST  
Mailing Address 2: Not reported  
Mailing City: SYRACUSE  
Mailing State: NY  
Mailing Zip: 13204  
Mailing Country: US  
Owner Name: D AND J TRANS SPEC  
Certification Date: 01/04/1990  
Contact Name: JACK B MILER  
Contact Title: Not reported  
Contact Telephone: 315-475-5989  
Contact Text: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**D & J TRANSPORTATION SPECIALISTS INC (Continued)**

**1015757899**

Contact Email: Not reported

NY MANIFEST:

Name: D & J TRANSPORTATION SPECIALISTS INC  
Address: 227 SOLAR ST  
City,State,Zip: SYRACUSE, NY 13204  
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: 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  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**D & J TRANSPORTATION SPECIALISTS INC (Continued)**

**1015757899**

Manifest Ref Number: Not reported  
Alt Facility RCRA ID: Not reported  
Alt Facility Sign Date: Not reported  
MGMT Method Type Code: Not reported

**L44  
NW  
1/8-1/4  
0.177 mi.  
932 ft.**

**ESSELETTE PENDAFLEX  
SPENCER & SOLAN STREET  
SYRACUSE, NY**

**NY LTANKS S102678388  
N/A**

**Site 1 of 4 in cluster L**

**Relative:  
Lower  
Actual:  
377 ft.**

**LTANKS:**  
Name: ESSELETTE PENDAFLEX  
Address: SPENCER & SOLAN STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9510582 / 1995-12-31  
Facility ID: 9510582  
Site ID: 183752  
Spill Date: 1995-11-20  
Spill Cause: Tank Overfill  
Spill Source: Commercial/Industrial  
Spill Class: C3  
Cleanup Ceased: Not reported  
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  
Meets Standard: 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 County: 001  
Spiller Contact: Not reported  
Spiller Phone: Not reported  
Spiller Extention: Not reported  
DEC Region: 7  
DER Facility ID: 153798  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was CM "  
Remarks: "TANK REMOVAL. 2K TANK REMOVAL. GOOD CONDITION. 55 GALLON DRUM. SOIL CONTAMINATED. CFM-3 ON SITE FOR REMOVAL."  
  
All Materials:  
Site ID: 183752  
Operable Unit ID: 1025078  
Operable Unit: 01  
Material ID: 357944  
Material Code: 0009

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ESSELETTE PENDAFLEX (Continued)**

**S102678388**

Material Name: gasoline  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: .00  
Units: G  
Recovered: .00  
Oxygenate: Not reported

**45**  
**SSE**  
**1/8-1/4**  
**0.179 mi.**  
**944 ft.**

**FRANKLIN SQUARE ASSOC**  
**429N FRANKLIN ST**  
**SYRACUSE, NY 13204**

**RCRA NonGen / NLR** **1000446873**  
**NY MANIFEST** **NYD986903896**

**Relative:**  
**Higher**

RCRA NonGen / NLR:

**Actual:**  
**387 ft.**

Date form received by agency: 2007-01-01 00:00:00.0  
Facility name: FRANKLIN SQUARE ASSOC  
Facility address: 429N FRANKLIN ST  
SYRACUSE, NY 13204-1415  
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  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FRANKLIN SQUARE ASSOC (Continued)**

**1000446873**

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: 2006-01-01 00:00:00.0  
Site name: FRANKLIN SQUARE ASSOC  
Classification: Not a generator, verified

Date form received by agency: 1999-07-08 00:00:00.0  
Site name: FRANKLIN SQUARE ASSOC  
Classification: Not a generator, verified

Date form received by agency: 1990-06-08 00:00:00.0  
Site name: FRANKLIN SQUARE ASSOC  
Classification: Large Quantity Generator

Hazardous Waste Summary:

. Waste code: D000  
. Waste name: Not Defined  
  
. Waste code: D001  
. Waste name: IGNITABLE WASTE

Violation Status: No violations found

NY MANIFEST:

Name: FRANKLIN PROPERTIES LLC  
Address: 429N FRANKLIN ST  
City, State, Zip: SYRACUSE, NY 13204-1415  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FRANKLIN SQUARE ASSOC (Continued)**

**1000446873**

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 MG/L TCLP  
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.



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FRANKLIN SQUARE ASSOC (Continued)**

1000446873

Specific Gravity: 01.00

L46  
NW  
1/8-1/4  
0.184 mi.  
969 ft.

**SAFETY KLEEN OIL  
DUKE DRIVE  
SYRACUSE, NY**  
**Site 2 of 4 in cluster L**

**NY LTANKS S102166713  
NY Spills N/A**

**Relative:  
Lower**

LTANKS:

**Actual:  
377 ft.**

Name: SAFETY KLEEN OIL  
Address: DUKE DRIVE  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 8907638 / 1989-11-01  
Facility ID: 8907638  
Site ID: 319407  
Spill Date: 1989-10-31  
Spill Cause: Tank Overfill  
Spill Source: Tank Truck  
Spill Class: C3  
Cleanup Ceased: 1989-11-01  
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  
Meets Standard: True  
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 County: 039  
Spiller Contact: Not reported  
Spiller Phone: Not reported  
Spiller Extention: Not reported  
DEC Region: 7  
DER Facility ID: 106305  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was HW 04/11/91: SAFTY KLEEN DID NOT REPORT SPILL WITHIN 2HR REQUIRMENT. CASE REPORT FORWARDED TO LEGAL STAFF FOR CONSIDERATION. "

Remarks: "WASTE OIL SPILLED DURING TRANSFER. ABSORBANT PADS USED TO CONTAIN SPILL."

All Materials:

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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SAFETY KLEEN OIL (Continued)**

**S102166713**

Material FA: Petroleum  
Quantity: 100.00  
Units: Not reported  
Recovered: .00  
Oxygenate: Not reported

Site ID: 319407  
Operable Unit ID: 932562  
Operable Unit: 01  
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  
Oxygenate: Not reported

**SPILLS:**

Name: SAFETY KLEEN  
Address: DUKE DRIVE  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9003388 / 1990-07-09  
Facility ID: 9003388  
Facility Type: ER  
DER Facility ID: 106305  
Site ID: 122622  
DEC Region: 7  
Spill Cause: Housekeeping  
Spill Class: Not reported  
SWIS: 3415  
Spill Date: 1990-06-22  
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 Company: 999  
Contact Name: 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 SPOTTEDOFF CONCRETE. "

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SAFETY KLEEN OIL (Continued)**

**S102166713**

Remarks: "3'X 5' PATCH OF FRESH OIL ON GROUND."

All Materials:  
Site ID: 122622  
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: G  
Recovered: .00  
Oxygenate: Not reported

Name: SAFETY KLEEN  
Address: DUKE DRIVE  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9008906 / 1990-11-14  
Facility ID: 9008906  
Facility Type: ER  
DER Facility ID: 106305  
Site ID: 122623  
DEC Region: 7  
Spill Cause: Human Error  
Spill Class: Not reported  
SWIS: 3415  
Spill Date: 1990-11-13  
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: SAFEEETY KLEEN  
Spiller Address: PO BOX 288  
Spiller Company: 001  
Contact Name: Not reported  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was HW 03/18/91: SAFTY KLEEN FAILED TO REPORT SPILL WITHIN 2HR TIME LIMIT. CASE REPORT FORWARDED TO LEGAL STAFF FOR ENFORCEMENT. 02/29/92: REVISED CONSENT ORDER SENT TO SAFETY CLEAN ON 1-30-92. "OVERFILLED TANKER TRUCK. HIRED ENVIRONMENTAL OIL FOR CLEAN UP."

Remarks: "OVERFILLED TANKER TRUCK. HIRED ENVIRONMENTAL OIL FOR CLEAN UP."

All Materials:  
Site ID: 122623

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SAFETY KLEEN OIL (Continued)**

**S102166713**

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: G  
Recovered: .00  
Oxygenate: Not reported

Name: SAFETY KLEEN  
Address: DUKE DRIVE  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9201391 / 1992-05-05  
Facility ID: 9201391  
Facility Type: ER  
DER Facility ID: 106305  
Site ID: 122625  
DEC Region: 7  
Spill Cause: Unknown  
Spill Class: C3  
SWIS: 3415  
Spill Date: 1992-05-04  
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 Company: 001  
Contact Name: 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 NO 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"

All Materials:  
Site ID: 122625  
Operable Unit ID: 965355  
Operable Unit: 01  
Material ID: 412708

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SAFETY KLEEN OIL (Continued)**

**S102166713**

Material Code: 0066A  
Material Name: unknown petroleum  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: .00  
Units: G  
Recovered: .00  
Oxygenate: Not reported

Name: SAFETY KLEEN  
Address: DUKE DRIVE  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9205755 / 1992-08-20  
Facility ID: 9205755  
Facility Type: ER  
DER Facility ID: 106305  
Site ID: 122626  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: C4  
SWIS: 3415  
Spill Date: 1992-08-19  
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  
Spiller Address: P.O. BOX 617  
Spiller Company: 001  
Contact Name: Not reported  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was RB 09/28/95: This is additional information about material spilled from the translation of the old spill file: WASTE PAINT THINNER."

Remarks: "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."

All Materials:  
Site ID: 122626  
Operable Unit ID: 973114  
Operable Unit: 01  
Material ID: 409951  
Material Code: 0066A  
Material Name: unknown petroleum  
Case No.: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SAFETY KLEEN OIL (Continued)**

**S102166713**

Material FA: Petroleum  
Quantity: 1.00  
Units: G  
Recovered: 1.00  
Oxygenate: Not reported

Name: SAFETY KLEEN  
Address: DUKE DRIVE  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9202384 / 1992-05-28  
Facility ID: 9202384  
Facility Type: ER  
DER Facility ID: 106305  
Site ID: 319408  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: C4  
SWIS: 3415  
Spill Date: 1992-05-27  
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  
Spiller Company: SAFETY KLEEN  
Spiller Address: DUKE DRIVE  
Spiller Company: 001  
Contact Name: 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."

47  
SSW  
1/8-1/4  
0.186 mi.  
983 ft.

**SYRACUSE CIT OF - PLUM STREET BRIDGE**  
**500 PLUM ST**  
**SYRACUSE, NY 13202**

**RCRA NonGen / NLR** **1000321313**  
**FINDS** **NYD982534968**  
**ECHO**  
**NY MANIFEST**

**Relative:**  
**Higher**

RCRA NonGen / NLR:  
Date form received by agency: 2017-04-18 00:00:00.0  
Facility name: SYRACUSE CIT OF - PLUM STREET BRIDGE  
Facility address: 500 PLUM ST  
SYRACUSE, NY 13202  
EPA ID: NYD982534968

**Actual:**  
**387 ft.**

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE CIT OF - PLUM STREET BRIDGE (Continued)**

**1000321313**

Mailing address: E WASHINGTON ST  
SYRACUSE, NY 13202  
Contact: MIRZA MALKOC  
Contact address: E WASHINGTON ST  
SYRACUSE, NY 13202  
Contact country: US  
Contact telephone: 315-448-8200  
Contact email: MMALKOC@SYRGOV.NET  
EPA Region: 02  
Classification: Non-Generator  
Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name: CITY OF SYRACUSE  
Owner/operator address: Not reported  
Not reported  
Owner/operator country: Not reported  
Owner/operator telephone: Not reported  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Municipal  
Owner/Operator Type: Operator  
Owner/Op start date: 2016-06-01 00:00:00.  
Owner/Op end date: Not reported

Owner/operator name: CITY OF SYRACUSE  
Owner/operator address: E WASHINGTN ST  
SYRACUSE, NY 13202  
Owner/operator country: US  
Owner/operator telephone: 315-448-8200  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Municipal  
Owner/Operator Type: Owner  
Owner/Op start date: 2015-06-01 00:00:00.  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE CIT OF - PLUM STREET BRIDGE (Continued)**

**1000321313**

Historical Generators:

Date form received by agency: 2016-07-06 00:00:00.0  
Site name: SYRACUSE CIT OF - PLUM STREET BRIDGE  
Classification: Small Quantity Generator

Date form received by agency: 2007-01-01 00:00:00.0  
Site name: PLANT #2 ASSOCIATES  
Classification: Not a generator, verified

Date form received by agency: 2006-01-01 00:00:00.0  
Site name: PLANT #2 ASSOCIATES  
Classification: Not a generator, verified

Date form received by agency: 1995-04-26 00:00:00.0  
Site name: PLANT #2 ASSOCIATES  
Classification: Not a generator, verified

Date form received by agency: 1988-03-28 00:00:00.0  
Site name: PLANT #2 ASSOCIATES  
Classification: Small Quantity Generator

Hazardous Waste Summary:

- . Waste code: D000
- . Waste name: Not Defined
  
- . Waste code: D001
- . Waste name: IGNITABLE WASTE
  
- . Waste code: D008
- . Waste name: LEAD
  
- . Waste code: NONE
- . Waste name: None

Violation Status: No violations found

FINDS:

Registry ID: 110004422571  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail.disp\\_program\\_facility?p\\_registry\\_id=110004422571](http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_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.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1000321313  
Registry ID: 110004422571  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110004422571>  
Name: SYRACUSE CIT OF - PLUM STREET BRIDGE



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE CIT OF - PLUM STREET BRIDGE (Continued)**

**1000321313**

Address: 500 PLUM ST  
City,State,Zip: SYRACUSE, NY 13202

NY MANIFEST:

Name: BIN 2208570 - CITY OF SURACUSE ENG DEPT  
Address: 500 PLUM ST  
City,State,Zip: SYRACUSE, NY 13202  
Country: USA  
EPA ID: NYD982534968  
Facility Status: Not reported  
Location Address 1: PLUM ST & ONODAGA CREEK  
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: NYD982534968  
Mailing Name: BIN 2208570 - CITY OF SURACUSE ENG DEPT  
Mailing Contact: CITY OF SURACUSE ENGINEERING DEPT  
Mailing Address 1: 233 E WASHINGTON ST  
Mailing Address 2: CITY HALL PIN 3754.82  
Mailing City: SYRACUSE  
Mailing State: NY  
Mailing Zip: 13202  
Mailing Zip 4: Not reported  
Mailing Country: USA  
Mailing Phone: 3154482486

NY MANIFEST:

Document ID: Not reported  
Manifest Status: Not reported  
seq: Not reported  
Year: 2016  
Trans1 State ID: NJR986628162  
Trans2 State ID: Not reported  
Generator Ship Date: 09/01/2016  
Trans1 Recv Date: 09/01/2016  
Trans2 Recv Date: Not reported  
TSD Site Recv Date: 09/01/2016  
Part A Recv Date: Not reported  
Part B Recv Date: Not reported  
Generator EPA ID: NYD982534968  
Trans1 EPA ID: Not reported  
Trans2 EPA ID: Not reported  
TSD ID 1: NJD991291105  
TSD ID 2: Not reported  
Manifest Tracking Number: 007442020FLE  
Import Indicator: N  
Export Indicator: N  
Discr Quantity Indicator: N  
Discr Type Indicator: N  
Discr Residue Indicator: N  
Discr Partial Reject Indicator: N

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE CIT OF - PLUM STREET BRIDGE (Continued)**

**1000321313**

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: H110  
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: 4000  
Units: P - Pounds  
Number of Containers: 8  
Container Type: DM - Metal drums, barrels  
Handling Method: T Chemical, physical, or biological treatment.  
Specific Gravity: 1  
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

**48**  
**NE**  
**1/8-1/4**  
**0.188 mi.**  
**994 ft.**

**NYSDEC - ANDYS CYCLE-SPILL NO 09-12690**  
**921 N STATE ST**  
**SYRACUSE, NY 13208**

**RCRA NonGen / NLR** **1014395373**  
**NY MANIFEST** **NYP000967000**

**Relative:**  
**Higher**

RCRA NonGen / NLR:

**Actual:**  
**406 ft.**

Date form received by agency: 2015-06-29 00:00:00.0  
Facility name: NYSDEC - ANDYS CYCLE-SPILL NO 09-12690  
Facility address: 921 N STATE ST  
SYRACUSE, NY 13208-2515  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NYSDEC - ANDYS CYCLE-SPILL NO 09-12690 (Continued)**

**1014395373**

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: 2010-11-24 00:00:00.0  
Site name: NYSDEC - ANDYS CYCLE  
Classification: Not a generator, verified

Violation Status: No violations found

NY MANIFEST:

Name: NYSDEC - ANDYS CYCLE  
Address: 921 N STATE ST  
City, State, Zip: SYRACUSE, NY 13208-2515  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NYSDEC - ANDYS CYCLE-SPILL NO 09-12690 (Continued)**

**1014395373**

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  
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

L49  
NW  
1/8-1/4  
0.189 mi.  
997 ft.

**NIAGARA MOHAWK A NATIONAL GRID CO**  
**SPENCER ST & SOLAR ST MH 4210**  
**SYRACUSE, NY 13204**

**RCRA NonGen / NLR 1017788014**  
**FINDS NYP000971630**  
**ECHO**

**Site 3 of 4 in cluster L**

**Relative:**  
**Lower**  
**Actual:**  
**376 ft.**

RCRA NonGen / NLR:  
Date form received by agency: 2015-06-29 00:00:00.0  
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  
Contact: LENNY DELVECCHIO  
Contact address: ERIE BLVD W  
SYRACUSE, NY 13202  
Contact country: US  
Contact telephone: 315-428-6670  
Contact email: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NIAGARA MOHAWK A NATIONAL GRID CO (Continued)**

**1017788014**

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: 2015-04-01 00:00:00  
Site name: NIAGARA MOHAWK A NATIONAL GRID CO  
Classification: Large Quantity Generator

Violation Status: No violations found

FINDS:

Registry ID: 110064385865  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail\\_disp\\_program\\_facility?p\\_registry\\_id=110064385865](http://ofmpub.epa.gov/enviro/fii_query_detail_disp_program_facility?p_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.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1017788014  
Registry ID: 110064385865  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110064385865>  
Name: NIAGARA MOHAWK A NATIONAL GRID CO  
Address: SPENCER ST & SOLAR ST MH 1007  
City,State,Zip: SYRACUSE, NY 13204

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**L50**  
**NW**  
**1/8-1/4**  
**0.191 mi.**  
**1007 ft.**

**ONONDAGA LAKE**  
**SOLAR STREET**  
**SYRACUSE, NY**  
**Site 4 of 4 in cluster L**

**NY LTANKS**    **S100493986**  
**NY Spills**    **N/A**

**Relative:**  
**Lower**  
**Actual:**  
**376 ft.**

**LTANKS:**  
 Name: TERPENING  
 Address: SOLAR STREET  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 9206624 / 1993-03-22  
 Facility ID: 9206624  
 Site ID: 237973  
 Spill Date: 1992-09-05  
 Spill Cause: Tank Overfill  
 Spill Source: Tank Truck  
 Spill Class: C3  
 Cleanup Ceased: 1992-09-08  
 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  
 Meets Standard: True  
 UST Involvement: False  
 Remediation Phase: 0  
 Date Entered In Computer: 1992-10-07  
 Spill Record Last Update: 1995-03-09  
 Spiller Name: Not reported  
 Spiller Company: TERPENING TRUCKING CO  
 Spiller Address: SOLAR STREET  
 Spiller County: 001  
 Spiller Contact: Not reported  
 Spiller Phone: Not reported  
 Spiller Extention: 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."

**All Materials:**  
 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: G  
 Recovered: .00  
 Oxygenate: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**S100493986**

**SPILLS:**

Name: ONONDAGA LAKE  
Address: SOLAR STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9607702 / 1996-09-24  
Facility ID: 9607702  
Facility Type: ER  
DER Facility ID: 196000  
Site ID: 237974  
DEC Region: 7  
Spill Cause: Unknown  
Spill Class: D5  
SWIS: 3415  
Spill Date: 1996-09-19  
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  
Recommended Penalty: False  
UST 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 Company: 999  
Contact Name: NANCY ORMSBY  
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."

**All Materials:**

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: G  
Recovered: .00  
Oxygenate: Not reported  
Site ID: 237974  
Operable Unit ID: 1035829  
Operable Unit: 01

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ONONDAGA LAKE (Continued)**

**S100493986**

Material ID: 561174  
Material Code: 0009  
Material Name: gasoline  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: .00  
Units: G  
Recovered: .00  
Oxygenate: Not reported

51  
ENE  
1/8-1/4  
0.197 mi.  
1041 ft.

**NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 12-1  
N STATE & ASH ST  
SYRACUSE, NY 13202**

RCRA NonGen / NLR

1024890373  
NYP000974673

**Relative:  
Higher  
Actual:  
407 ft.**

RCRA NonGen / NLR:  
Date form received by agency: 2019-05-03 00:00:00.0  
Facility name: NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 12-1  
Facility address: N STATE & ASH ST  
SYRACUSE, NY 13202  
EPA ID: NYP000974673  
Contact: Not reported  
Contact address: Not reported  
Not reported  
Contact country: Not reported  
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  
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: 2018-09-07 00:00:00.0  
Site name: NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 12-1  
Classification: Small Quantity Generator

Violation Status: No violations found



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**M52**  
**NNW**  
**1/8-1/4**  
**0.200 mi.**  
**1054 ft.**

**128 SPENCER STREET**  
**128 SPENCER STREET**  
**SYRACUSE, NY 13204**  
**Site 1 of 6 in cluster M**

**NY CBS AST** **S102165557**  
**NY BROWNFIELDS** **N/A**

**Relative:**  
**Lower**  
**Actual:**  
**379 ft.**

**CBS AST:**  
CBS Number: 7-000180  
ICS Number: 7-700703  
PBS Number: 7-430420  
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) 699-8364  
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  
Pipe Internal: None  
Pipe External: None  
Pipe Flag: None

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

128 SPENCER STREET (Continued)

S102165557

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  
Renew Date: 08/02/93  
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:

Name: 128 SPENCER STREET  
Address: 128 SPENCER STREET  
City,State,Zip: SYRACUSE, NY 13204  
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: 02/14/2018  
Update By: KALEWAND  
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:  
Env Problem: 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.  
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.  
Dump: Not reported  
Structure: Not reported  
Lagoon: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**128 SPENCER STREET (Continued)**

**S102165557**

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:	1
Sub Type:	E
Owner Name:	Robert Sekowski
Owner Company:	Empire Spencer Street Company, LLC
Owner Address:	643 Park Avenue
Owner Addr2:	Not reported
Owner City,St,Zip:	Syracuse, NY 13204
Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	NNN
Owner Name:	-
Owner Company:	Solvay Public Library
Owner Address:	615 Woods Road
Owner Addr2:	Not reported
Owner City,St,Zip:	Solvay, NY 13209
Owner Country:	United States of America
Own Op:	6
Sub Type:	P03
Owner Name:	Robert Sekowski
Owner Company:	Empire Spencer Street Company, LLC
Owner Address:	643 Park Avenue
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

**M53**  
**NNW**  
**1/8-1/4**  
**0.200 mi.**  
**1054 ft.**

**BOORUM & PEASE**  
**128 SPENCER ST**  
**SYRACUSE, NY 13204**

**RCRA NonGen / NLR**    **1000370433**  
**NYD000339309**

**Site 2 of 6 in cluster M**

**Relative:**  
**Lower**  
**Actual:**  
**379 ft.**

RCRA NonGen / NLR:  
 Date form received by agency:2007-01-01 00:00:00.0  
 Facility name: BOORUM & PEASE  
 Facility address: 128 SPENCER ST  
 SYRACUSE, NY 13204-1334  
 EPA ID: NYD000339309  
 Mailing address: SPENCER ST  
 SYRACUSE,, NY 13201

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BOORUM & PEASE (Continued)**

**1000370433**

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  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BOORUM & PEASE (Continued)**

**1000370433**

Historical Generators:

Date form received by agency: 2006-01-01 00:00:00.0

Site name: BOORUM & PEASE

Classification: Not a generator, verified

Date form received by agency: 1999-07-08 00:00:00.0

Site name: BOORUM & PEASE

Classification: Not a generator, verified

Date form received by agency: 1996-01-29 00:00:00.0

Site name: ESSELTE PENDA FLEX CORP BOORUM & PEASE

Classification: Large Quantity Generator

Date form received by agency: 1980-08-11 00:00:00.0

Site name: BOORUM & PEASE

Classification: Large Quantity Generator

Hazardous Waste Summary:

- . Waste code: F001
- . Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLORETHYLENE, 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
- . 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: 1988-09-12 00:00:00.0

Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE

Area of violation: Not reported

Date achieved compliance: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BOORUM & PEASE (Continued)**

1000370433

Evaluation lead agency: State

**M54**  
**NNW**  
**1/8-1/4**  
**0.200 mi.**  
**1054 ft.**

**ESSELTE PENDAFLEX CORP BOORUM & PEASE DV**  
**128 SPENCER ST**  
**SYRACUSE, NY 13201**

**RCRA NonGen / NLR**  
**ICIS**  
**FINDS**  
**ECHO**  
**NY MANIFEST**

**1000994232**  
**NYD012498044**

**Site 3 of 6 in cluster M**

**Relative:**  
**Lower**  
**Actual:**  
**379 ft.**

RCRA NonGen / NLR:  
Date form received by agency: 2007-01-01 00:00:00.0  
Facility name: ESSELTE PENDAFLEX CORP BOORUM & PEASE DV  
Facility address: 128 SPENCER ST  
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: ESSELITE PENDEFLEX  
Owner/operator address: NOT REQUIRED  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: Not reported  
Owner/Op end date: Not reported

Owner/operator name: ESSELITE PENDEFLEX  
Owner/operator address: NOT REQUIRED  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**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: 2006-01-01 00:00:00.0  
Site name: ESSELTE PENDAFLEX CORP BOORUM & PEASE DV  
Classification: Not a generator, verified

Date form received by agency: 1995-03-30 00:00:00.0  
Site name: ESSELTE PENDAFLEX CORP BOORUM & PEASE DV  
Classification: Not a generator, verified

Date form received by agency: 1988-06-17 00:00:00.0  
Site name: ESSELTE PENDAFLEX CORP BOORUM & PEASE DV  
Classification: Large Quantity Generator

Hazardous Waste Summary:

. Waste code: X002  
. Waste name: POLYCHLORINATED BIPHENOLS (PCBs)

Violation Status: No violations found

Evaluation Action Summary:

Evaluation date: 1996-04-30 00:00:00.0  
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  
Action Name: MCMILLAN BOOK  
Facility Name: ESSELTE PENDA FLEX CORP BOORUM & PEASE  
Facility Address: 128 SPENCER STREET  
SYRACUSE, NY 13204  
Enforcement Action Type: Civil Judicial Action  
Facility County: ONONDAGA  
Program System Acronym: ICIS  
Enforcement Action Forum Desc: Judicial  
EA Type Code: CIV  
Facility SIC Code: 2782  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 43.060944  
Longitude in Decimal Degrees: -76.156887

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ESSELTE PENDAFLEX CORP BOORUM & PEASE DV (Continued)**

**1000994232**

Permit Type Desc: Not reported  
Program System Acronym: 4976  
Facility NAICS Code: Not reported  
Tribal Land Code: Not reported

Facility Name: BOORUM & PEASE CO.  
Address: 128 SPENCER STREET  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: 2782

Facility Name: BOORUM & PEASE CO.  
Address: 128 SPENCER STREET  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: 2782

Facility Name: BOORUM & PEASE CO.  
Address: 128 SPENCER STREET  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: 2782

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  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail.disp\\_program\\_facility?p\\_registry\\_id=110004326435](http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110004326435)

**Environmental Interest/Information System:**

US EPA TRIS (Toxics 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



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ESSELTE PENDAFLEX CORP BOORUM & PEASE DV (Continued)**

**1000994232**

information is maintained in ICIS by EPA in the Regional offices and it 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.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

**ECHO:**

Envid: 1000994232  
Registry ID: 110004326435  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110004326435>  
Name: BOORUM & PEASE  
Address: 128 SPENCER STREET  
City,State,Zip: SYRACUSE, NY 13204

**NY MANIFEST:**

Name: ESSELITE & BORRUM  
Address: 128 SPENCER ST  
City,State,Zip: SYRACUSE, NY 13201  
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

**NY MANIFEST:**

EPAID: NYD012498044  
Mailing Name: ESSELITE & BORRUM  
Mailing Contact: ESSELITE & 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: 000000000  
Trans2 State ID: 000000000  
Generator Ship Date: 02/01/1989  
Trans1 Recv Date: 02/01/1989

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**ESSELTE PENDAFLEX CORP BOORUM & PEASE DV (Continued)**

**1000994232**

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  
 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: 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

**M55  
 NNW  
 1/8-1/4  
 0.200 mi.  
 1054 ft.**

**ESSELTE-PENDAFLEX CORPORATION  
 128 SPENCER STREET  
 SYRACUSE, NY 13201  
 Site 4 of 6 in cluster M**

**NY UST U003644891  
 N/A**

**Relative:  
 Lower  
 Actual:  
 379 ft.**

UST:  
 Name: ESSELTE BOORUM  
 Address: 128 SPENCER STREET  
 City,State,Zip: SYRACUSE, NY 13201  
 Id/Status: 7-430420 / Unregulated/Closed  
 Program Type: PBS  
 Region: STATE  
 DEC Region: 7  
 Expiration Date: N/A  
 UTM X: 405705.63166  
 UTM Y: 4768190.45585  
 Site Type: Unknown  
 Affiliation Records:  
 Site Id: 45837  
 Affiliation Type: Facility Owner  
 Company Name: ESSELTE BOORUM

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ESSELTE-PENDAFLEX CORPORATION (Continued)**

**U003644891**

Contact Type: Not reported  
Contact Name: 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 Type: Not reported  
Contact Name: 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: Facility Operator  
Company Name: ESSELTE BOORUM  
Contact Type: Not reported  
Contact Name: ESSELTE BOORUM  
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: 45837  
Affiliation Type: Emergency Contact  
Company Name: ESSELTE BOORUM  
Contact Type: Not reported  
Contact Name: EDWARD L. CELESTIAN,PLANT ENG.  
Address1: Not reported  
Address2: Not reported  
City: Not reported  
State: NN

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ESSELTE-PENDAFLEX CORPORATION (Continued)**

**U003644891**

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: 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  
Last Modified: 04/14/2017

Equipment Records:

D01 - Pipe Type - Steel/Carbon Steel/Iron  
A00 - Tank Internal Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
B00 - Tank External Protection - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
J02 - Dispenser - Suction Dispenser  
G00 - Tank Secondary Containment - None

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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ESSELTE-PENDAFLEX CORPORATION (Continued)**

**U003644891**

Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Equipment Records:

A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
B00 - Tank External Protection - None  
F00 - Pipe External Protection - None  
C02 - Pipe Location - Underground/On-ground  
G00 - Tank Secondary Containment - None

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: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
F00 - Pipe External Protection - None  
A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
C02 - Pipe Location - Underground/On-ground  
G00 - Tank Secondary Containment - None

Affiliation Records:

Site Id: 46823  
Affiliation Type: Facility Owner  
Company Name: ESSELTE-PENDAFLEX CORPORATION  
Contact Type: Not reported  
Contact Name: Not reported  
Address1: 128 SPENCER STREET  
Address2: Not reported  
City: SYRACUSE  
State: NY  
Zip Code: 13201  
Country Code: 001

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ESSELTE-PENDAFLEX CORPORATION (Continued)**

**U003644891**

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: Facility 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  
Phone: (315) 472-4385  
EMail: Not reported  
Fax Number: Not reported  
Modified By: TRANSLAT  
Date Last Modified: 2004-03-04

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ESSELTE-PENDAFLEX CORPORATION (Continued)**

**U003644891**

Tank Info:

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  
Last Modified: 04/14/2017

Equipment Records:

D01 - Pipe Type - Steel/Carbon Steel/Iron  
A00 - Tank Internal Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
B00 - Tank External Protection - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
J02 - Dispenser - Suction Dispenser  
G00 - Tank Secondary Containment - None

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: 04/14/2017

Equipment Records:

A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
H00 - Tank Leak Detection - None

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ESSELTE-PENDAFLEX CORPORATION (Continued)**

**U003644891**

I00 - Overfill - None  
B00 - Tank External Protection - None  
F00 - Pipe External Protection - None  
C02 - Pipe Location - Underground/On-ground  
G00 - Tank Secondary Containment - None

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: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
F00 - Pipe External Protection - None  
A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
C02 - Pipe Location - Underground/On-ground  
G00 - Tank Secondary Containment - None

**M56**  
**NNW**  
**1/8-1/4**  
**0.200 mi.**  
**1054 ft.**

**VACANT INDUSTRIAL PROPERT**  
**128 SPENCER ST**  
**SYRACUSE, NY 13204**  
**Site 5 of 6 in cluster M**

**NY CBS S107522300**  
**NY Spills N/A**

**Relative:**  
**Lower**  
**Actual:**  
**379 ft.**

CBS:  
Name: ESSELTE-BOORUM  
Address: 128 SPENCER ST  
City,State,Zip: SYRACUSE, NY 13204  
CBS Number: 7-000180  
Program Type: CBS  
Facility Status: Unregulated/Closed  
Expiration Date: Not reported  
Dec Region: 7  
UTMX: 405795.40628  
UTMY: 4768235.42322

**SPILLS:**

Name: VACANT INDUSTRIAL PROPERT  
Address: 128 SPENCER ST



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

VACANT INDUSTRIAL PROPERT (Continued)

S107522300

City,State,Zip: SYRACUSE, NY 13204  
Spill Number/Closed Date: 0512268 / 2006-05-23  
Facility ID: 0512268  
Facility Type: ER  
DER Facility ID: 308477  
Site ID: 358472  
DEC Region: 7  
Spill Cause: Unknown  
Spill Class: C3  
SWIS: 3415  
Spill Date: 2006-01-23  
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 Company: 001  
Contact Name: MARK SCHUMCHER  
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."

All Materials:

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: G  
Recovered: .00  
Oxygenate: Not reported

Name: SPENCER STREET  
Address: 128 SPENCER ST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 8601425 / 1986-05-30  
Facility ID: 8601425  
Facility Type: ER  
DER Facility ID: 138609

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**VACANT INDUSTRIAL PROPERT (Continued)**

**S107522300**

Site ID: 164378  
 DEC Region: 7  
 Spill Cause: Human Error  
 Spill Class: Not reported  
 SWIS: 3415  
 Spill Date: 1986-05-30  
 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 Company: 001  
 Contact Name: 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."  
 Remarks: "55 GAL. DRUM. FORKS PUNCTURED DRUM."

**M57  
 NNW  
 1/8-1/4  
 0.200 mi.  
 1054 ft.**

**BOORUM & PEASE  
 128 SPENCER ST  
 SYRACUSE, NY 13204  
 Site 6 of 6 in cluster M**

**NY MANIFEST S119070815  
 N/A**

**Relative:  
 Lower  
 Actual:  
 379 ft.**

NY MANIFEST:  
 Name: BOORUM & PEASE  
 Address: 128 SPENCER ST  
 City,State,Zip: SYRACUSE, NY 13204-1334  
 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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BOORUM & PEASE (Continued)**

**S119070815**

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: NJA2253336  
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  
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  
Waste Code: Not reported  
Quantity: 00854  
Units: P - Pounds  
Number of Containers: 002  
Container Type: DM - Metal drums, barrels  
Handling Method: B Incineration, heat recovery, burning.  
Specific Gravity: 100

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**N58**  
**North**  
**1/8-1/4**  
**0.203 mi.**  
**1074 ft.**

**NYS DOT BIN 1031580**  
**I 81 UNDER SPENCER ST**  
**SYRACUSE, NY 13208**

**RCRA NonGen / NLR** **1000791236**  
**NY MANIFEST** **NYD987027422**

**Site 1 of 2 in cluster N**

**Relative:**  
**Higher**

RCRA NonGen / NLR:

**Actual:**  
**397 ft.**

Date form received by agency: 2007-01-01 00:00:00.0  
Facility name: NYS DOT BIN 1031580  
Facility address: I 81 UNDER SPENCER ST  
SYRACUSE, NY 13208  
EPA ID: NYD987027422  
Contact: TERRY KIRWAN SR  
Contact address: I 81 UNDER SPENCER ST  
SYRACUSE, NY 13208  
Contact country: US  
Contact telephone: 315-488-1879  
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: NYS DOT  
Owner/operator address: 333 E WASHINGTON ST  
SYRACUSE, NY 13202

Owner/operator country: US  
Owner/operator telephone: 315-428-4400  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NYSDOT BIN 1031580 (Continued)**

**1000791236**

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: 2006-01-01 00:00:00.0  
Site name: NYSDOT BIN 1031580  
Classification: Not a generator, verified

Date form received by agency: 1993-02-02 00:00:00.0  
Site name: NYSDOT BIN 1031580  
Classification: Not a generator, verified

Hazardous Waste Summary:

. Waste code: D008  
. Waste name: LEAD

Violation Status: No violations found

NY MANIFEST:

Name: NYSDOT  
Address: I 81 UNDER SPENCER ST  
City,State,Zip: SYRACUSE, NY 13208  
Country: USA  
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: 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:

Document ID: NYB4745223  
Manifest Status: C  
seq: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NYSDOT BIN 1031580 (Continued)**

**1000791236**

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: 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

**O59**  
**ESE**  
**1/8-1/4**  
**0.206 mi.**  
**1089 ft.**

**NYSDOT BIN 1031570**  
**BUTTERNUT ST OVER I-81**  
**SYRACUSE, NY 13202**  
**Site 1 of 2 in cluster O**

**RCRA NonGen / NLR 1000890091**  
**NY MANIFEST NY0000234799**

**Relative:**  
**Higher**  
**Actual:**  
**399 ft.**

RCRA NonGen / NLR:  
Date form received by agency: 2007-01-01 00:00:00.0  
Facility name: NYSDOT BIN 1031570  
Facility address: BUTTERNUT ST OVER I-81  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NYSDOT BIN 1031570 (Continued)**

**1000890091**

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  
Owner/operator telephone: 315-448-7342  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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: 2006-01-01 00:00:00.0  
Site name: NYSDOT BIN 1031570  
Classification: Not a generator, verified

Date form received by agency: 1995-02-27 00:00:00.0

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NYSDOT BIN 1031570 (Continued)**

**1000890091**

Site name: NYSDOT BIN 1031570  
Classification: Not a generator, verified

Date form received by agency: 1994-04-22 00:00:00.0  
Site name: NYSDOT BIN 1031570  
Classification: Large Quantity Generator

Hazardous Waste Summary:

. Waste code: D008  
. Waste name: LEAD

. Waste code: NONE  
. Waste name: None

Violation Status: No violations found

NY MANIFEST:

Name: NYSDOT  
Address: BUTTERNUT ST OVER I-81  
City,State,Zip: SYRACUSE, NY 13202  
Country: USA  
EPA ID: NY0000234799  
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



Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**NYSDOT BIN 1031570 (Continued)**

**1000890091**

Part A Recv Date: 10/07/1994  
 Part B Recv Date: 10/24/1994  
 Generator EPA ID: NY0000234799  
 Trans1 EPA ID: OHD982061350  
 Trans2 EPA ID: Not reported  
 TSDF ID 1: OHD055522429  
 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 MG/L TCLP  
 Waste Code: Not reported  
 Waste Code: Not reported  
 Waste Code: Not reported  
 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

**O60**  
**ESE**  
 1/8-1/4  
 0.206 mi.  
 1089 ft.

**NYSDOT BIN 1031570**  
**I 81 UNDER BUTTERNUT ST**  
**SYRACUSE, NY 13208**  
**Site 2 of 2 in cluster O**

**RCRA NonGen / NLR 1000791235**  
**NY MANIFEST NYD987027414**

**Relative:**  
**Higher**  
**Actual:**  
**399 ft.**

RCRA NonGen / NLR:  
 Date form received by agency: 2007-01-01 00:00:00.0  
 Facility name: NYSDOT BIN 1031570  
 Facility address: I 81 UNDER BUTTERNUT ST  
 SYRACUSE, NY 13208  
 EPA ID: NYD987027414  
 Contact: TERRY KIRWAN SR  
 Contact address: I 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  
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:  
 Owner/operator name: NYSDOT

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NYS DOT BIN 1031570 (Continued)**

**1000791235**

Owner/operator address: 333 E WASHINGTON ST  
SYRACUSE, NY 13202  
Owner/operator country: US  
Owner/operator telephone: 315-428-4400  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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 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: 2006-01-01 00:00:00.0  
Site name: NYS DOT BIN 1031570  
Classification: Not a generator, verified

Date form received by agency: 1993-02-02 00:00:00.0  
Site name: NYS DOT BIN 1031570  
Classification: Not a generator, verified

Hazardous Waste Summary:

. Waste code: D008  
. Waste name: LEAD

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NYSDOT BIN 1031570 (Continued)**

**1000791235**

Violation Status: No violations found

NY MANIFEST:

Name: NYSDOT  
Address: I 81 UNDER BUTTERNUT ST  
City,State,Zip: SYRACUSE, NY 13208  
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:

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  
TSDF ID 1: OHD066060609  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NYS DOT BIN 1031570 (Continued)**

**1000791235**

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: 00050  
Units: P - Pounds  
Number of Containers: 001  
Container Type: DM - Metal drums, barrels  
Handling Method: L Landfill.  
Specific Gravity: 100

**P61**  
**NW**  
**1/8-1/4**  
**0.207 mi.**  
**1095 ft.**  
**Relative:**  
**Lower**  
**Actual:**  
**375 ft.**

**RYDER TRUCK RENTAL**  
**300 SPENCER ST**  
**SYRACUSE, NY 13204**  
**Site 1 of 3 in cluster P**

**NY LTANKS** **1000211493**  
**NY UST** **NYD055864540**  
**NY Spills**  
**RCRA NonGen / NLR**  
**FINDS**  
**ECHO**  
**NY MANIFEST**  
**NY SPDES**

**LTANKS:**  
Name: RYDER TRUCK RENTAL  
Address: SPENCER ST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9000016 / 1990-04-13  
Facility ID: 9000016  
Site ID: 246470  
Spill Date: 1990-04-02  
Spill Cause: Tank Test Failure  
Spill Source: Commercial/Industrial  
Spill Class: Not reported  
Cleanup Ceased: 1990-04-06  
SWIS: 3415  
Investigator: ROMOCKI  
Referred To: Not reported  
Reported to Dept: 1990-04-02  
CID: Not reported  
Water Affected: Not reported  
Spill Notifier: Tank Tester  
Last Inspection: Not reported  
Recommended Penalty: False  
Meets Standard: True  
UST Involvement: True  
Remediation Phase: 0  
Date Entered In Computer: 1990-04-04  
Spill Record Last Update: 1990-05-17  
Spiller Name: Not reported  
Spiller Company: RYDER TRUCK RENTAL  
Spiller Address: 300 SPENCER ST.  
Spiller County: 001  
Spiller Contact: Not reported  
Spiller Phone: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

Spiller Extention: Not reported  
DEC Region: 7  
DER Facility ID: 202418  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was MR 04/10/90: TANK DID NOT PASS LEAK RETEST. ANOTHER TANK ADJACENT TO FAILED TANK TESTED O.K. FOR LEAKS. THE DESIRE NOT TO DISTURB THIS TANK LEAD TO THE DECISION TO CLOSE THE BAD TANK IN PLACE. IT WAS SLURRY FILLED. "  
Remarks: "TANK TEST FAILURE. TO BE RETESTED."

All Materials:

Site ID: 246470  
Operable Unit ID: 939230  
Operable Unit: 01  
Material ID: 438444  
Material Code: 0009  
Material Name: gasoline  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: .00  
Units: Not reported  
Recovered: .00  
Oxygenate: Not reported

UST:

Name: RYDER TRUCK RENTAL INC.  
Address: 300 SPENCER ST  
City,State,Zip: SYRACUSE, NY 13204  
Id/Status: 7-059293 / Unregulated/Closed  
Program Type: PBS  
Region: STATE  
DEC Region: 7  
Expiration Date: N/A  
UTM X: 405524.57483  
UTM Y: 4768093.69837  
Site Type: Trucking/Transportation/Fleet Operation

Affiliation Records:

Site Id: 44331  
Affiliation Type: Facility Owner  
Company Name: RYDER TRUCK RENTAL INC.  
Contact Type: Not reported  
Contact Name: Not reported  
Address1: 300 SPENCER ST.  
Address2: Not reported  
City: SYRACUSE  
State: NY  
Zip Code: 13204-1395  
Country Code: 001  
Phone: (315) 422-2345  
EMail: Not reported  
Fax Number: Not reported  
Modified By: TRANSLAT  
Date Last Modified: 2004-03-04

Site Id: 44331  
Affiliation Type: Mail Contact

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

Company Name: RYDER TRUCK RENTAL INC.  
Contact Type: Not reported  
Contact Name: Not reported  
Address1: 300 SPENCER ST.  
Address2: Not reported  
City: SYRACUSE  
State: NY  
Zip Code: 13204-1395  
Country Code: 001  
Phone: (315) 422-2345  
EMail: Not reported  
Fax Number: Not reported  
Modified By: TRANSLAT  
Date Last Modified: 2004-03-04

Site Id: 44331  
Affiliation Type: Facility Operator  
Company Name: RYDER TRUCK RENTAL INC.  
Contact Type: Not reported  
Contact Name: RYDER TRUCK RENTAL INC.  
Address1: Not reported  
Address2: Not reported  
City: Not reported  
State: NN  
Zip Code: Not reported  
Country Code: 001  
Phone: (315) 422-2345  
EMail: Not reported  
Fax Number: Not reported  
Modified By: TRANSLAT  
Date Last Modified: 2004-03-04

Site Id: 44331  
Affiliation Type: Emergency Contact  
Company Name: RYDER TRUCK RENTAL INC.  
Contact Type: Not reported  
Contact Name: H. PIELOW  
Address1: Not reported  
Address2: Not reported  
City: Not reported  
State: NN  
Zip Code: Not reported  
Country Code: 001  
Phone: (315) 422-2340  
EMail: Not reported  
Fax Number: Not reported  
Modified By: TRANSLAT  
Date Last Modified: 2004-03-04

**Tank Info:**

Tank Number: 001  
Tank ID: 127030  
Tank Status: Closed - Removed  
Material Name: Closed - Removed  
Capacity Gallons: 10000  
Install Date: 12/01/1974

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

Date Tank Closed: 08/01/1992  
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: 01  
Date Test: 10/01/1987  
Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
J01 - Dispenser - Pressurized Dispenser  
A00 - Tank Internal Protection - None  
I00 - Overfill - None  
G00 - Tank Secondary Containment - None  
H99 - Tank Leak Detection - Other

Tank Number: 002  
Tank ID: 127031  
Tank Status: Closed - Removed  
Material Name: Closed - Removed  
Capacity Gallons: 10000  
Install Date: 12/01/1974  
Date Tank Closed: 08/01/1992  
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: 01  
Date Test: 10/01/1987  
Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Equipment Records:

A00 - Tank Internal Protection - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
J01 - Dispenser - Pressurized Dispenser  
I00 - Overfill - None  
G00 - Tank Secondary Containment - None  
H99 - Tank Leak Detection - Other

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

Tank Number: 003  
Tank ID: 127032  
Tank Status: Closed - Removed  
Material Name: Closed - Removed  
Capacity Gallons: 10000  
Install Date: 12/01/1974  
Date Tank Closed: 08/01/1992  
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: 01  
Date Test: 10/01/1987  
Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
A00 - Tank Internal Protection - None  
J01 - Dispenser - Pressurized Dispenser  
I00 - Overfill - None  
G00 - Tank Secondary Containment - None  
H99 - Tank Leak Detection - Other

Tank Number: 004  
Tank ID: 127033  
Tank Status: Closed - Removed  
Material Name: Closed - Removed  
Capacity Gallons: 10000  
Install Date: 12/01/1974  
Date Tank Closed: 08/01/1992  
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: 01  
Date Test: 10/01/1987  
Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Equipment Records:

A00 - Tank Internal Protection - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

J01 - Dispenser - Pressurized Dispenser  
I00 - Overfill - None  
G00 - Tank Secondary Containment - None  
H99 - Tank Leak Detection - Other

Tank Number: 005  
Tank ID: 127034  
Tank Status: Closed - Removed  
Material Name: Closed - Removed  
Capacity Gallons: 10000  
Install Date: 12/01/1974  
Date Tank Closed: 08/01/1992  
Registered: True  
Tank Location: Underground  
Tank Type: Steel/carbon steel  
Material Code: 0009  
Common Name of Substance: Gasoline

Tightness Test Method: 01  
Date Test: 10/01/1987  
Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Equipment Records:

A00 - Tank Internal Protection - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
J01 - Dispenser - Pressurized Dispenser  
I00 - Overfill - None  
G00 - Tank Secondary Containment - None  
H99 - Tank Leak Detection - Other

Tank Number: 006  
Tank ID: 127035  
Tank Status: Closed - Removed  
Material Name: Closed - Removed  
Capacity Gallons: 10000  
Install Date: 12/01/1974  
Date Tank Closed: 08/01/1992  
Registered: True  
Tank Location: Underground  
Tank Type: Steel/carbon steel  
Material Code: 0009  
Common Name of Substance: Gasoline

Tightness Test Method: 01  
Date Test: 10/01/1987  
Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

Equipment Records:

A00 - Tank Internal Protection - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
J01 - Dispenser - Pressurized Dispenser  
I00 - Overfill - None  
G00 - Tank Secondary Containment - None  
H99 - Tank Leak Detection - Other

Tank Number: 007  
Tank ID: 127036  
Tank Status: Closed - Removed  
Material Name: Closed - Removed  
Capacity Gallons: 6000  
Install Date: 12/01/1974  
Date Tank Closed: 08/01/1992  
Registered: True  
Tank Location: Underground  
Tank Type: Steel/carbon steel  
Material Code: 9999  
Common Name of Substance: Other

Tightness Test Method: 01  
Date Test: 11/01/1987  
Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Equipment Records:

I00 - Overfill - None  
A00 - Tank Internal Protection - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser  
H99 - Tank Leak Detection - Other

Tank Number: 008  
Tank ID: 127037  
Tank Status: Closed - Removed  
Material Name: Closed - Removed  
Capacity Gallons: 2000  
Install Date: 12/01/1966  
Date Tank Closed: 08/01/1992  
Registered: True  
Tank Location: Underground  
Tank Type: Steel/carbon steel  
Material Code: 9999  
Common Name of Substance: Other

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

Tightness Test Method: 01  
Date Test: 11/01/1987  
Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
A00 - Tank Internal Protection - None  
I00 - Overfill - None  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser  
H99 - Tank Leak Detection - Other

SPILLS:

Name: GARAGE  
Address: 300 SPENCER ST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 1908907 / Not Reported  
Facility ID: 1908907  
Facility Type: ER  
DER Facility ID: 547832  
Site ID: 599123  
DEC Region: 7  
Spill Cause: Unknown  
Spill Class: Not reported  
SWIS: 3415  
Spill Date: 2019-12-11  
Investigator: SMFITZGE  
Referred To: Not reported  
Reported to Dept: 2019-12-11  
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: 1  
Date Entered In Computer: 2019-12-11  
Spill Record Last Update: 2019-12-12  
Spiller Name: Not reported  
Spiller Company: FIRST STUDENT BUS GARAGE  
Spiller Address: Not reported  
Spiller Company: 999  
Contact Name: JIM BLASTING  
DEC Memo: ""  
Remarks: "CA STS IT'S UNK WHEN THE SPILL OCCURRED BUT THE SPILL APPEARS OLD"

All Materials:

Site ID: 599123  
Operable Unit ID: 1346626

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

Operable Unit: 01  
Material ID: 2356969  
Material Code: 0009  
Material Name: gasoline  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: Not reported  
Units: Not reported  
Recovered: Not reported  
Oxygenate: Not reported

**RCRA NonGen / NLR:**

Date form received by agency: 2007-01-01 00:00:00.0  
Facility name: RYDER TRUCK RENTAL  
Facility address: 300 SPENCER ST  
SYRACUSE, NY 13204  
EPA ID: NYD055864540  
Mailing address: SPENCER ST  
SYRACUSE, NY 13204  
Contact: Not reported  
Contact address: SPENCER ST  
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

**Owner/Operator Summary:**

Owner/operator name: RYDER TRUCK RENTAL  
Owner/operator address: NOT REQUIRED  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: Not reported  
Owner/Op end date: Not reported

Owner/operator name: RYDER TRUCK RENTAL  
Owner/operator address: NOT REQUIRED  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: Not reported  
Owner/Op end date: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

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: 2006-01-01 00:00:00.0  
Site name: RYDER TRUCK RENTAL  
Classification: Not a generator, verified

Date form received by agency: 1995-04-06 00:00:00.0  
Site name: RYDER TRUCK RENTAL  
Classification: Unverified

Date form received by agency: 1987-06-29 00:00:00.0  
Site name: RYDER TRUCK RENTAL  
Classification: Small Quantity Generator

Hazardous Waste Summary:

. Waste code: D000  
. Waste name: Not Defined  
  
. Waste code: D001  
. Waste name: IGNITABLE WASTE  
  
. Waste code: NONE  
. Waste name: None

Violation Status: No violations found

FINDS:

Registry ID: 110004360110  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail.disp\\_program\\_facility?p\\_registry\\_id=110004360110](http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110004360110)

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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

environmental facility information found across the State.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

**ECHO:**

Envid: 1000211493  
Registry ID: 110004360110  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110004360110>  
Name: RYDER TRUCK RENTAL  
Address: 300 SPENCER ST  
City,State,Zip: SYRACUSE, NY 13204

**NY MANIFEST:**

Name: RYDER TRUCK INC  
Address: 300 SPENCER ST  
City,State,Zip: SYRACUSE, NY 13204  
Country: USA  
EPA ID: NYD055864540  
Facility Status: Not reported  
Location Address 1: 300 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: NYD055864540  
Mailing Name: RYDER TRUCK INC  
Mailing Contact: RYDER TRUCK INC  
Mailing Address 1: 300 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: 3154222340

**NY MANIFEST:**

Document ID: NYB6768441  
Manifest Status: K  
seq: Not reported  
Year: 1995  
Trans1 State ID: E37435ME  
Trans2 State ID: Not reported  
Generator Ship Date: 08/07/1995  
Trans1 Recv Date: 08/07/1995  
Trans2 Recv Date: 08/14/1995  
TSD Site Recv Date: 08/18/1995  
Part A Recv Date: 08/17/1995  
Part B Recv Date: 09/22/1995  
Generator EPA ID: NYD055864540  
Trans1 EPA ID: NYD097644801

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

Trans2 EPA ID: Not reported  
TSDf ID 1: GAD093380814  
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: 00110  
Units: G - Gallons (liquids only)\* (8.3 pounds)  
Number of Containers: 002  
Container Type: DM - Metal drums, barrels  
Handling Method: B Incineration, heat recovery, burning.  
Specific Gravity: 100

**SPDES:**

Name: FIRST STUDENT INC #12382  
Address: 300 SPENCER ST  
City,State,Zip: SYRACUSE, NY 13204  
Permit Number: NYR00D829  
State-Region: 07  
Expiration Date: 09/30/2017  
Current Major Minor Status: Minor  
Primary Facility SIC Code: 4151  
State Water Body Name: BARGE CANAL TERMINAL TO ONONDAGA LAKE  
Limit Set Status Flag: Active  
Total Actual Average Flow(MGD): Not reported  
Total App Design Flow(MGD): Not reported  
UDF1: Not reported  
Lat/Long: +43.059 / -76.159  
DMR Cognizant Official: Not reported  
UDF2: Not reported  
UDF3: Not reported  
FIPS County Code: NY067  
  
Non-Gov Permit Affiliation Type Desc: DMR Mailing Address  
Non-Gov Permit Org Formal Name: FIRST STUDENT INC  
Non-Gov Permit Street Address: FIRST STUDENT INC #12382  
Non-Gov Permit Supplemental Location: 600 VINE ST, STE 1400  
Non-Gov Permit City: CINCINNATI  
Non-Gov Permit State Code: OH  
Non-Gov Permit Zip Code: 45202

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

Non-Gov Facility Affiliation Type Desc: Owner  
Non-Gov Facility Org Formal Name: FIRST STUDENT INC  
Non-Gov Facility Street Address: FIRST STUDENT INC #12382  
Non-Gov Facility Supplemental Location: 600 VINE ST, STE 1400  
Non-Gov Facility City: CINCINNATI  
Non-Gov Facility State Code: OH  
Non-Gov Facility Zip Code: 45202  
State Water Body: Not reported  
Region Permit Processed: Not reported  
Dow Discharge Class Code: Not reported  
SPDES Class Description: Not reported  
Affiliation Type Description: Not reported  
Name: Not reported  
Contacts Title: Not reported  
Contacts Email: Not reported  
NOI Submission Date: Not reported

Name: FIRST STUDENT INC #12382  
Address: 300 SPENCER ST  
City,State,Zip: SYRACUSE, NY 13204  
UDF2: Not reported  
UDF3: Not reported  
FIPS County Code: NY067

Non-Gov Permit Affiliation Type Desc: Permittee  
Non-Gov Permit Org Formal Name: FIRST STUDENT INC  
Non-Gov Permit Street Address: 600 VINE ST, STE 1400  
Non-Gov Permit Supplemental Location: Not reported  
Non-Gov Permit City: CINCINNATI  
Non-Gov Permit State Code: OH  
Non-Gov Permit Zip Code: 45202  
Non-Gov Facility Affiliation Type Desc: Owner  
Non-Gov Facility Org Formal Name: FIRST STUDENT INC  
Non-Gov Facility Street Address: FIRST STUDENT INC #12382  
Non-Gov Facility Supplemental Location: 600 VINE ST, STE 1400  
Non-Gov Facility City: CINCINNATI  
Non-Gov Facility State Code: OH  
Non-Gov Facility Zip Code: 45202  
State Water Body: Not reported  
Region Permit Processed: Not reported  
Dow Discharge Class Code: Not reported  
SPDES Class Description: Not reported  
Affiliation Type Description: Not reported  
Name: Not reported  
Contacts Title: Not reported  
Contacts Email: Not reported  
NOI Submission Date: Not reported

Name: FIRST STUDENT INC #12382  
Address: 300 SPENCER ST  
City,State,Zip: SYRACUSE, NY 13204  
UDF2: Not reported  
UDF3: Not reported  
FIPS County Code: NY067

Non-Gov Permit Affiliation Type Desc: Not reported  
Non-Gov Permit Org Formal Name: Not reported



Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**RYDER TRUCK RENTAL (Continued)**

**1000211493**

Non-Gov Permit Street Address: Not reported  
 Non-Gov Permit Supplemental Location: Not reported  
 Non-Gov Permit City: Not reported  
 Non-Gov Permit State Code: Not reported  
 Non-Gov Permit Zip Code: Not reported  
 Non-Gov Facility Affiliation Type Desc: Owner  
 Non-Gov Facility Org Formal Name: FIRST STUDENT INC  
 Non-Gov Facility Street Address: FIRST STUDENT INC #12382  
 Non-Gov Facility Supplemental Location: 600 VINE ST, STE 1400  
 Non-Gov Facility City: CINCINNATI  
 Non-Gov Facility State Code: OH  
 Non-Gov Facility Zip Code: 45202  
 State Water Body: Not reported  
 Region Permit Processed: Not reported  
 Dow Discharge Class Code: Not reported  
 SPDES Class Description: Not reported  
 Affiliation Type Description: Not reported  
 Name: Not reported  
 Contacts Title: Not reported  
 Contacts Email: Not reported  
 NOI Submission Date: Not reported

**P62  
 NW  
 1/8-1/4  
 0.207 mi.  
 1095 ft.**

**T & T BUS  
 300 SPENCER STREET  
 SYRACUSE, NY  
 Site 2 of 3 in cluster P**

**NY LTANKS S103036206  
 NY Spills N/A**

**Relative:  
 Lower  
 Actual:  
 375 ft.**

LTANKS:  
 Name: RYDER TRUCKING  
 Address: 300 SPENCER STREET  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 9205672 / 2005-09-13  
 Facility ID: 9205672  
 Site ID: 177895  
 Spill Date: 1992-08-17  
 Spill Cause: Tank Failure  
 Spill Source: Commercial/Industrial  
 Spill Class: C3  
 Cleanup Ceased: 2005-09-12  
 SWIS: 3415  
 Investigator: RJBRAZEL  
 Referred To: Not reported  
 Reported to Dept: 1992-08-17  
 CID: Not reported  
 Water Affected: Not reported  
 Spill Notifier: Responsible Party  
 Last Inspection: 2005-07-07  
 Recommended Penalty: False  
 Meets Standard: False  
 UST Involvement: True  
 Remediation Phase: 0  
 Date Entered In Computer: 1992-08-17  
 Spill Record Last Update: 2006-02-06  
 Spiller Name: Not reported  
 Spiller Company: RYDER TRUCKING  
 Spiller Address: 300 SPENCER ST  
 Spiller County: 001  
 Spiller Contact: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**T & T BUS (Continued)**

**S103036206**

Spiller Phone: Not reported  
Spiller Extension: Not reported  
DEC Region: 7  
DER Facility ID: 149474  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was CM Project transfered to Richard Brazell due to Chris Mannes leaving the program. "  
Remarks: "CONTAMINATED SOIL ENCOUNTERED AT TANK PULL."

All Materials:

Site ID: 177895  
Operable Unit ID: 969436  
Operable Unit: 01  
Material ID: 409874  
Material Code: 0008  
Material Name: diesel  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: .00  
Units: Not reported  
Recovered: .00  
Oxygenate: Not reported

Site ID: 177895  
Operable Unit ID: 969436  
Operable Unit: 01  
Material ID: 2106853  
Material Code: 2645A  
Material Name: BTEX  
Case No.: Not reported  
Material FA: Oxygenates  
Quantity: Not reported  
Units: Not reported  
Recovered: Not reported  
Oxygenate: Not reported

SPILLS:

Name: T & T BUS  
Address: 300 SPENCER STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9713088 / 1998-04-08  
Facility ID: 9713088  
Facility Type: ER  
DER Facility ID: 149474  
Site ID: 227831  
DEC Region: 7  
Spill Cause: Human Error  
Spill Class: C4  
SWIS: 3415  
Spill Date: 1998-02-23  
Investigator: MENASH  
Referred To: Not reported  
Reported to Dept: 1998-02-23  
CID: 252  
Water Affected: Not reported  
Spill Source: Commercial/Industrial

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**T & T BUS (Continued)**

**S103036206**

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: 1998-02-23  
Spill Record Last Update: 1998-02-23  
Spiller Name: DAVID KINGSLEY  
Spiller Company: GRIFFITH ENERGY  
Spiller Address: 275 MCKEE RD  
Spiller Company: 001  
Contact Name: TOM  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was MN "  
Remarks: "DRIVER PARKED TRACTOR TRAILER AT ANGLE WHICH CAUSED PRODUCT TO COME OUT OF THE VENT ONTO GROUND-SPILL CREW ON SCENE FOR CLEANUP."

**P63  
NW  
1/8-1/4  
0.207 mi.  
1095 ft.**

**FIRST STUDENT INC # 12382  
300 SPENCER ST  
SYRACUSE, NY 13204  
Site 3 of 3 in cluster P**

**NY AST A100304718  
N/A**

**Relative:  
Lower  
Actual:  
375 ft.**

AST:  
Name: FIRST STUDENT INC # 12382  
Address: 300 SPENCER ST  
City,State,Zip: SYRACUSE, NY 13204  
Region: STATE  
DEC Region: 7  
Site Status: Unregulated/Closed  
Facility Id: 7-600373  
Program Type: PBS  
UTM X: 405524.57483  
UTM Y: 4768093.69837  
Expiration Date: N/A  
Site Type: Trucking/Transportation/Fleet Operation

Affiliation Records:  
Site Id: 46811  
Affiliation Type: Mail Contact  
Company Name: FIRST STUDENT INC C/O STRATA ENVIRONMENTAL  
Contact Type: Not reported  
Contact Name: D GREGORY JERNIGAN PG  
Address1: C/O STRATA ENVIRONMENTAL  
Address2: 110 PERIMETER PARK SUITE E  
City: KNOXVILLE  
State: TN  
Zip Code: 37922  
Country Code: 001  
Phone: (865) 539-2077  
EMail: FIRSTGROUP@STRATAENV.COM  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2019-03-29

Site Id: 46811

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s) EDR ID Number  
EPA ID Number

**FIRST STUDENT INC # 12382 (Continued)**

**A100304718**

Affiliation Type: Facility Operator  
Company Name: FIRST STUDENT INC # 12382  
Contact Type: Not reported  
Contact Name: FIRST STUDENT INC  
Address1: Not reported  
Address2: Not reported  
City: Not reported  
State: NN  
Zip Code: Not reported  
Country Code: 001  
Phone: (315) 448-1820  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2009-04-01

Site Id: 46811  
Affiliation Type: Emergency Contact  
Company Name: DEMBO DEVELOPMENT ASSOCIATES LLC  
Contact Type: Not reported  
Contact Name: LYNEA TELFORD  
Address1: Not reported  
Address2: Not reported  
City: Not reported  
State: NN  
Zip Code: Not reported  
Country Code: 999  
Phone: (315) 436-1443  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2019-03-29

Site Id: 46811  
Affiliation Type: Facility Owner  
Company Name: DEMBO DEVELOPMENT ASSOCIATES LLC  
Contact Type: ASST LOCATION MANAGER  
Contact Name: LYNEA TELFORD  
Address1: 250 SOUTH CLINTON ST - SUITE 502  
Address2: Not reported  
City: SYRACUSE  
State: NY  
Zip Code: 13202  
Country Code: 001  
Phone: (315) 424-8944  
EMail: Not reported  
Fax Number: Not reported  
Modified By: KCKEMP  
Date Last Modified: 2019-03-29

Tank Info:

Tank Number: 001  
Tank Id: 137296  
Material Code: 0008  
Common Name of Substance: Diesel

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FIRST STUDENT INC # 12382 (Continued)**

**A100304718**

Equipment Records:

A00 - Tank Internal Protection - None  
B01 - Tank External Protection - Painted/Asphalt Coating  
G01 - Tank Secondary Containment - Diking (Aboveground)  
H06 - Tank Leak Detection - Impervious Barrier/Concrete Pad (A/G)  
C01 - Pipe Location - Aboveground  
F05 - Pipe External Protection - Jacketed  
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)  
E00 - Piping Secondary Containment - None  
L09 - Piping Leak Detection - Exempt Suction Piping  
I02 - Overfill - High Level Alarm  
K01 - Spill Prevention - Catch Basin  
F04 - Pipe External Protection - Fiberglass  
J02 - Dispenser - Suction Dispenser

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.

Tank Type: Steel/Carbon Steel/Iron

Tank Status: Closed - Removed

Pipe Model: Not reported

Install Date: 09/01/1995

Capacity Gallons: 12000

Tightness Test Method: -

Date Test: Not reported

Next Test Date: Not reported

Date Tank Closed: 10/31/2019

Register: True

Modified By: KCKEMP

Last Modified: 11/26/2019

Material Name: diesel

Tank Number: 002

Tank Id: 217657

Material Code: 9999

Common Name of Substance: Other

Equipment Records:

K00 - Spill Prevention - None  
I03 - Overfill - Automatic Shut-Off  
A00 - Tank Internal Protection - None  
B01 - Tank External Protection - Painted/Asphalt Coating  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
F00 - Pipe External Protection - None  
L00 - Piping Leak Detection - None  
I04 - Overfill - Product Level Gauge (A/G)  
J00 - Dispenser - None

C01 - Pipe Location - Aboveground

H00 - Tank Leak Detection - None

E00 - Piping Secondary Containment - None

G00 - Tank Secondary Containment - None

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.

Tank Type: Steel/Carbon Steel/Iron

Tank Status: Closed - Removed

Pipe Model: Not reported

Install Date: 09/01/1995

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FIRST STUDENT INC # 12382 (Continued)**

**A100304718**

Capacity Gallons: 275  
Tightness Test Method: -  
Date Test: Not reported  
Next Test Date: Not reported  
Date Tank Closed: 10/31/2019  
Register: True  
Modified By: KCKEMP  
Last Modified: 11/26/2019  
Material Name: motor oil

Tank Number: 003  
Tank Id: 217658  
Material Code: 0022  
Common Name of Substance: Waste Oil/Used Oil

Equipment Records:

G10 - Tank Secondary Containment - Impervious Underlayment  
K00 - Spill Prevention - None  
A00 - Tank Internal Protection - None  
B01 - Tank External Protection - Painted/Asphalt Coating  
F00 - Pipe External Protection - None  
C00 - Pipe Location - No Piping  
L00 - Piping Leak Detection - None  
H06 - Tank Leak Detection - Impervious Barrier/Concrete Pad (A/G)  
D00 - Pipe Type - No Piping  
I04 - Overfill - Product Level Gauge (A/G)  
J00 - Dispenser - None  
E00 - Piping Secondary Containment - None

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.

Tank Type: Steel/Carbon Steel/Iron  
Tank Status: Closed - Removed  
Pipe Model: Not reported  
Install Date: 09/01/1995  
Capacity Gallons: 150  
Tightness Test Method: -  
Date Test: Not reported  
Next Test Date: Not reported  
Date Tank Closed: 10/31/2019  
Register: True  
Modified By: KCKEMP  
Last Modified: 11/26/2019  
Material Name: waste oil/used oil

Tank Number: 004  
Tank Id: 217659  
Material Code: 0022  
Common Name of Substance: Waste Oil/Used Oil

Equipment Records:

G10 - Tank Secondary Containment - Impervious Underlayment  
K00 - Spill Prevention - None  
A00 - Tank Internal Protection - None  
B01 - Tank External Protection - Painted/Asphalt Coating

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FIRST STUDENT INC # 12382 (Continued)**

**A100304718**

F00 - Pipe External Protection - None  
C00 - Pipe Location - No Piping  
L00 - Piping Leak Detection - None  
H06 - Tank Leak Detection - Impervious Barrier/Concrete Pad (A/G)  
D00 - Pipe Type - No Piping  
I04 - Overfill - Product Level Gauge (A/G)  
J00 - Dispenser - None  
E00 - Piping Secondary Containment - None  
Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.  
Tank Type: Steel/Carbon Steel/Iron  
Tank Status: Closed - Removed  
Pipe Model: Not reported  
Install Date: 09/01/1995  
Capacity Gallons: 150  
Tightness Test Method: -  
Date Test: Not reported  
Next Test Date: Not reported  
Date Tank Closed: 10/31/2019  
Register: True  
Modified By: KCKEMP  
Last Modified: 11/26/2019  
Material Name: waste oil/used oil

**N64**  
**North**  
**1/8-1/4**  
**0.209 mi.**  
**1106 ft.**

**DESTINY ARMS**  
**800 NORTH CLINTON ST**  
**SYRACUSE, NY 13202**

**NY UST** **U002096591**  
**N/A**

**Site 2 of 2 in cluster N**

**Relative:**  
**Higher**  
**Actual:**  
**394 ft.**

UST:  
Name: DESTINY ARMS  
Address: 800 NORTH CLINTON ST  
City,State,Zip: SYRACUSE, NY 13202  
Id/Status: 7-600319 / Unregulated/Closed  
Program Type: PBS  
Region: STATE  
DEC Region: 7  
Expiration Date: N/A  
UTM X: 405733.62615  
UTM Y: 4768249.12867  
Site Type: Manufacturing (Other than Chemical)/Processing  
Affiliation Records:  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**DESTINY ARMS (Continued)**

**U002096591**

Modified By: KCKEMP  
Date Last Modified: 2016-04-18

Site Id: 46757  
Affiliation Type: Facility 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  
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: 2016-04-18

Tank Info:

Tank Number: 0001



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**DESTINY ARMS (Continued)**

**U002096591**

Tank ID: 260838  
Tank Status: Closed - Removed  
Material Name: Closed - Removed  
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: Not reported  
Pipe Model: Not reported  
Modified By: KCKEMP  
Last Modified: 04/14/2017

Equipment Records:

E00 - Piping Secondary Containment - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
K00 - Spill Prevention - None  
B00 - Tank External Protection - None  
F00 - Pipe External Protection - None  
J00 - Dispenser - None  
C02 - Pipe Location - Underground/On-ground  
G00 - Tank Secondary Containment - None  
L00 - Piping Leak Detection - 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: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
F00 - Pipe External Protection - None  
A00 - Tank Internal Protection - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
J00 - Dispenser - None

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**DESTINY ARMS (Continued)**

**U002096591**

D00 - Pipe Type - No Piping  
C02 - Pipe Location - Underground/On-ground  
G00 - Tank Secondary Containment - None

**65**  
**WNW**  
**1/8-1/4**  
**0.215 mi.**  
**1136 ft.**

**BRADCO SUPPLY CORP.**  
**345 SPENCER ST**  
**SYRACUSE, NY 13204**

**NY UST** **U003644828**  
**NY Spills** **N/A**

**Relative:**  
**Lower**  
**Actual:**  
**373 ft.**

**UST:**  
Name: ONONDAGA BEVERAGE TRANSPORT, INC.  
Address: 345 SPENCER ST  
City,State,Zip: SYRACUSE, NY 13204  
Id/Status: 7-020559 / Unregulated/Closed  
Program Type: PBS  
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  
Affiliation Type: Facility Owner  
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  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BRADCO SUPPLY CORP. (Continued)**

**U003644828**

Site Id: 44076  
Affiliation Type: Facility 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

**Tank Info:**

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: 04/14/2017

**Equipment Records:**

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BRADCO SUPPLY CORP. (Continued)**

**U003644828**

A00 - Tank Internal Protection - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser

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: 04/14/2017

Equipment Records:

D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
A00 - Tank Internal Protection - None  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser

Affiliation Records:

Site Id: 46090  
Affiliation Type: Facility Owner  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BRADCO SUPPLY CORP. (Continued)**

**U003644828**

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

Site Id: 46090  
Affiliation Type: Facility 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

Tank Info:

Tank Number: 001

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BRADCO SUPPLY CORP. (Continued)**

**U003644828**

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: 04/14/2017

Equipment Records:

A00 - Tank Internal Protection - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser

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: 04/14/2017

Equipment Records:

D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
H00 - Tank Leak Detection - None  
I00 - Overfill - None

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BRADCO SUPPLY CORP. (Continued)**

**U003644828**

A00 - Tank Internal Protection - None  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser

**SPILLS:**

Name: BRADCO SUPPLY CORP.  
Address: 345 SPENCER STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9113263 / 1992-10-05  
Facility ID: 9113263  
Facility Type: ER  
DER Facility ID: 110429  
Site ID: 127962  
DEC Region: 7  
Spill Cause: Housekeeping  
Spill Class: C4  
SWIS: 3415  
Spill Date: 1992-03-30  
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  
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 Company: 001  
Contact Name: 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."

**All Materials:**

Site ID: 127962  
Operable Unit ID: 964032  
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  
Oxygenate: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s) EDR ID Number  
EPA ID Number

**Q66**  
**WSW**  
**1/8-1/4**  
**0.220 mi.**  
**1159 ft.**

**PISCITELL STONE & SUPPLY CO. INC.**  
**501 PLUM STREET**  
**SYRACUSE, NY 13204**

**NY UST** **U001848195**  
**N/A**

**Site 1 of 3 in cluster Q**

**Relative:**  
**Lower**

UST:

**Actual:**  
**367 ft.**

Name: PISCITELL STONE & SUPPLY CO. INC.  
Address: 501 PLUM STREET  
City,State,Zip: SYRACUSE, NY 13204  
Id/Status: 7-003107 / Unregulated/Closed  
Program Type: PBS  
Region: STATE  
DEC Region: 7  
Expiration Date: N/A  
UTM X: 405433.24770  
UTM Y: 4767800.47400  
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  
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: Facility Operator  
Company Name: PISCITELL STONE & SUPPLY CO. INC.  
Contact Type: Not reported  
Contact Name: PISCITELL STONE & SUPPLY CO IN  
Address1: Not reported



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**PISCITELL STONE & SUPPLY CO. INC. (Continued)**

**U001848195**

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

**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: 04/14/2017

**Equipment Records:**

B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
I04 - Overfill - Product Level Gauge (A/G)  
A00 - Tank Internal Protection - None  
G00 - Tank Secondary Containment - None

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**PISCITELL STONE & SUPPLY CO. INC. (Continued)**

**U001848195**

D00 - Pipe Type - No Piping  
H99 - Tank Leak Detection - Other

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: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
I04 - Overfill - Product Level Gauge (A/G)  
A00 - Tank Internal Protection - None  
G00 - Tank Secondary Containment - None  
D00 - Pipe Type - No Piping  
H99 - Tank Leak Detection - Other

Q67  
WSW  
1/8-1/4  
0.220 mi.  
1159 ft.

**O M EDWARDS CO INC**  
**501 PLUM ST**  
**SYRACUSE, NY 13204**  
**Site 2 of 3 in cluster Q**

RCRA NonGen / NLR 100011709  
FINDS NYD002227726  
ECHO  
NY MANIFEST

Relative:  
Lower  
Actual:  
367 ft.

RCRA NonGen / NLR:  
Date form received by agency: 2007-01-01 00:00:00.0  
Facility name: O M EDWARDS CO INC  
Facility address: 501 PLUM ST  
SYRACUSE, NY 13204-1421  
EPA ID: NYD002227726  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**O M EDWARDS CO INC (Continued)**

**1000111709**

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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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: 2006-01-01 00:00:00.0  
Site name: O M EDWARDS CO INC  
Classification: Not a generator, verified  
  
Date form received by agency: 1999-07-08 00:00:00.0  
Site name: O M EDWARDS CO INC  
Classification: Not a generator, verified  
  
Date form received by agency: 1980-08-18 00:00:00.0  
Site name: O M EDWARDS CO INC  
Classification: Large Quantity Generator

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**O M EDWARDS CO INC (Continued)**

**1000111709**

Hazardous Waste Summary:

. 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  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail.disp\\_program\\_facility?p\\_registry\\_id=110001984050](http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_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.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1000111709  
Registry ID: 110001984050  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110001984050>  
Name: O M EDWARDS CO INC  
Address: 501 PLUM ST  
City,State,Zip: SYRACUSE, NY 13204

NY MANIFEST:

Name: PLUM STREET ASSOCIATES  
Address: 501 PLUM ST  
City,State,Zip: SYRACUSE, NY 13204-1421  
Country: USA  
EPA ID: NYD002227726  
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: NYD002227726  
Mailing Name: PLUM STREET ASSOCIATES  
Mailing Contact: PLUM STREET ASSOCIATES  
Mailing Address 1: 4 CLINTON SQUARE

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**O M EDWARDS CO INC (Continued)**

1000111709

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: 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: NYD002227726  
Trans1 EPA ID: NYD980761191  
Trans2 EPA ID: NYD980761191  
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  
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: T Chemical, physical, or biological treatment.  
Specific Gravity: 100

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**Q68**            **PISCATELL STONE SUPPLY CO**  
**WSW**           **501 PLUM STREET**  
**1/8-1/4**        **SYRACUSE, NY**  
**0.220 mi.**  
**1159 ft.**       **Site 3 of 3 in cluster Q**

**NY LTANKS**    **S100130917**  
**NY Spills**     **N/A**

**Relative:**  
**Lower**  
**Actual:**  
**367 ft.**

**LTANKS:**  
 Name: 501 PLUM ST.  
 Address: 501 PLUM STREET  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 9101275 / 1993-01-11  
 Facility ID: 9101275  
 Site ID: 287306  
 Spill Date: 1991-04-30  
 Spill Cause: Tank Failure  
 Spill Source: Commercial/Industrial  
 Spill Class: D3  
 Cleanup Ceased: 1991-05-01  
 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  
 Meets Standard: True  
 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 County: 999  
 Spiller Contact: Not reported  
 Spiller Phone: Not reported  
 Spiller Extention: 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."

**All Materials:**  
 Site ID: 287306  
 Operable Unit ID: 952530  
 Operable Unit: 01  
 Material ID: 427396  
 Material Code: 0001A  
 Material Name: #2 fuel oil  
 Case No.: Not reported  
 Material FA: Petroleum  
 Quantity: .00  
 Units: Not reported  
 Recovered: .00  
 Oxygenate: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**PISCATELL STONE SUPPLY CO (Continued)**

**S100130917**

**SPILLS:**

Name: PISCATELL STONE SUPPLY CO  
Address: 501 PLUM STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 8808568 / 1989-11-03  
Facility ID: 8808568  
Facility Type: ER  
DER Facility ID: 153455  
Site ID: 183176  
DEC Region: 7  
Spill Cause: Unknown  
Spill Class: Not reported  
SWIS: 3415  
Spill Date: 1989-01-30  
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 Company: 001  
Contact Name: Not reported  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was TG 11/03/89: 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."

**All Materials:**

Site ID: 183176  
Operable Unit ID: 924982  
Operable Unit: 01  
Material ID: 453327  
Material Code: 0022  
Material Name: waste oil/used oil  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: .00  
Units: Not reported  
Recovered: .00  
Oxygenate: Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**R69**      **APA TRANSPORT CORP.**  
**WNW**      **330 SPENCER ST**  
**1/8-1/4**    **SYRACUSE, NY 13204**  
**0.227 mi.**  
**1196 ft.**    **Site 1 of 2 in cluster R**

**NY UST**    **U000412258**  
                 **N/A**

**Relative:**  
**Lower**  
**Actual:**  
**373 ft.**

UST:  
Name:                    APA TRANSPORT CORP.  
Address:                330 SPENCER ST  
City,State,Zip:        SYRACUSE, NY 13204  
Id/Status:              7-010219 / Unregulated/Closed  
Program Type:         PBS  
Region:                  STATE  
DEC Region:            7  
Expiration Date:      N/A  
UTM X:                  405432.01969  
UTM Y:                  4768048.79895  
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:        Facility Operator  
Company Name:          APA TRANSPORT CORP.  
Contact Type:            Not reported  
Contact Name:            APA TRANSPORT CORP.  
Address1:                Not reported



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

APA TRANSPORT CORP. (Continued)

U000412258

Address2: Not reported  
City: Not reported  
State: NN  
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: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
J01 - Dispenser - Pressurized Dispenser  
H00 - Tank Leak Detection - None  
I00 - Overfill - None

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

APA TRANSPORT CORP. (Continued)

U000412258

A00 - Tank Internal Protection - None  
D00 - Pipe Type - No Piping  
G00 - Tank Secondary Containment - None

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: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
J01 - Dispenser - Pressurized Dispenser  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
A00 - Tank Internal Protection - None  
D00 - Pipe Type - No Piping  
G00 - Tank Secondary Containment - None

R70  
WNW  
1/8-1/4  
0.227 mi.  
1196 ft.

APA TRUCKING  
330 SPENCER STREET  
SYRACUSE, NY  
Site 2 of 2 in cluster R

NY LTANKS S105141604  
NY Spills N/A

Relative:  
Lower  
Actual:  
373 ft.

LTANKS:  
Name: APA TRANSPORT  
Address: 330 SPENCER STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9860049 / 1999-03-09  
Facility ID: 9860049  
Site ID: 227135  
Spill Date: 1998-10-22  
Spill Cause: Tank Overfill  
Spill Source: Commercial/Industrial  
Spill Class: C3  
Cleanup Ceased: Not reported  
SWIS: 3415  
Investigator: CFMANNES  
Referred To: Not reported  
Reported to Dept: 1999-03-02

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**APA TRUCKING (Continued)**

**S105141604**

CID: Not reported  
Water Affected: Not reported  
Spill Notifier: Other  
Last Inspection: Not reported  
Recommended Penalty: False  
Meets Standard: False  
UST Involvement: True  
Remediation Phase: 0  
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 County: 001  
Spiller Contact: ROBERT SPAHN  
Spiller Phone: Not reported  
Spiller Extention: 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 "

All Materials:

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: G  
Recovered: .00  
Oxygenate: Not reported

SPILLS:

Name: APA TRUCKING  
Address: 330 SPENCER STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0105347 / 2001-08-21  
Facility ID: 0105347  
Facility Type: ER  
DER Facility ID: 187481  
Site ID: 328912  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: C3  
SWIS: 3415  
Spill Date: 2001-08-16  
Investigator: CXROSSI  
Referred To: Not reported  
Reported to Dept: 2001-08-16  
CID: 233  
Water Affected: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

APA TRUCKING (Continued)

S105141604

Spill Source: Tank Truck  
Spill Notifier: Other  
Cleanup Ceased: Not reported  
Cleanup Meets Std: True  
Last Inspection: 2001-08-16  
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 SYSBEORPH  
Spiller Company: US FLEET SERVICES  
Spiller Address: 215 OADWOOD AVE  
Spiller Company: 001  
Contact Name: Not reported  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was CTR "  
Remarks: "fuel was being transfered and the nozel on the hose broke spill was to pavement clean up is underway now op-tech is doing the clean up "  
All Materials:  
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: G  
Recovered: 15.00  
Oxygenate: Not reported

S71  
SSE  
1/8-1/4  
0.233 mi.  
1228 ft.

NIAGARA MOHAWK A NATIONAL GRID CO-MH 884-A  
BUTTERNUT ST & FRANKLIN ST  
SYRACUSE, NY 13204

RCRA NonGen / NLR 1016959772  
NY MANIFEST NYP000970988

Site 1 of 2 in cluster S

Relative:  
Higher  
Actual:  
400 ft.

RCRA NonGen / NLR:  
Date form received by agency: 2015-02-25 00:00:00.0  
Facility name: NIAGARA MOHAWK A NATIONAL GRID CO-MH 884-A  
Facility address: BUTTERNUT ST & FRANKLIN ST  
SYRACUSE, NY 13204  
EPA ID: NYP000970988  
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: 315-428-6670  
Contact email: Not reported  
EPA Region: 02  
Classification: Non-Generator  
Description: Handler: Non-Generators do not presently generate hazardous waste

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NIAGARA MOHAWK A NATIONAL GRID CO-MH 884-A (Continued)**

**1016959772**

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: 2014-08-21 00:00:00.0  
Site name: NIAGARA MOHAWK A NATIONAL GRID CO  
Classification: Large Quantity Generator

Violation Status: No violations found

NY MANIFEST:

Name: NIAGARA MOHAWK A NATIONAL GRID CO  
Address: BUTTERNUT ST & FRANKLIN ST  
City,State,Zip: SYRACUSE, NY 13204  
Country: USA  
EPA ID: NYP000970988  
Facility Status: Not reported  
Location Address 1: BUTTERNUT ST & FRANKLIN ST MH 884-A  
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: NYP000970988  
Mailing Name: NIAGARA MOHAWK A NATIONAL GRID CO  
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: Not reported

NY MANIFEST:

Document ID: Not reported  
Manifest Status: Not reported  
seq: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**NIAGARA MOHAWK A NATIONAL GRID CO-MH 884-A (Continued)**

**1016959772**

Year: 2014  
 Trans1 State ID: NYD986980753  
 Trans2 State ID: Not reported  
 Generator Ship Date: 08/15/2014  
 Trans1 Recv Date: 08/15/2014  
 Trans2 Recv Date: Not reported  
 TSD Site Recv Date: 08/28/2014  
 Part A Recv Date: Not reported  
 Part B Recv Date: Not reported  
 Generator EPA ID: NYP000970988  
 Trans1 EPA ID: Not reported  
 Trans2 EPA ID: Not reported  
 TSD ID 1: NYD049836679  
 TSD ID 2: Not reported  
 Manifest Tracking Number: 004940957FLE  
 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: 415  
 Units: K - Kilograms (2.2 pounds)  
 Number of Containers: 10  
 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

T72  
 NNE  
 1/8-1/4  
 0.233 mi.  
 1231 ft.

**HIAWATHA USED CARS INC**  
**1006 NORTH STATE ST**  
**SYRACUSE, NY 13208**  
 Site 1 of 3 in cluster T

NY AST A100294352  
 N/A

Relative:  
 Higher

AST:  
 Name: HIAWATHA USED CARS INC  
 Address: 1006 NORTH STATE ST  
 City,State,Zip: SYRACUSE, NY 13208  
 Region: STATE  
 DEC Region: 7

Actual:  
 408 ft.

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**HIAWATHA USED CARS INC (Continued)**

**A100294352**

Site Status: Active  
Facility Id: 7-601052  
Program Type: PBS  
UTM X: 405996.32711  
UTM Y: 4768144.46482  
Expiration Date: 11/15/2020  
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  
Date Last Modified: 2015-09-28

Site Id: 355593  
Affiliation Type: Facility 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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**HIAWATHA USED CARS INC (Continued)**

**A100294352**

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  
F00 - Pipe External Protection - None  
C00 - Pipe Location - No Piping  
E00 - Piping Secondary Containment - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
L00 - Piping Leak Detection - None  
D00 - Pipe Type - No Piping  
K00 - Spill Prevention - None  
A00 - Tank Internal Protection - None  
B01 - Tank External Protection - Painted/Asphalt Coating  
G00 - Tank Secondary Containment - None

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.  
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: 04/14/2017  
Material Name: waste oil/used oil



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s) EDR ID Number  
EPA ID Number

T73  
NNE  
1/8-1/4  
0.233 mi.  
1231 ft.

**HIAWATHA USED CARS INC & AUTO PARTS**  
**1006 NORTH STATE STREET**  
**SYRACUSE, NY 13208**

**NY SWF/LF S116357390**  
**N/A**

**Site 2 of 3 in cluster T**

**Relative:**  
**Higher**  
**Actual:**  
**408 ft.**

SWF/LF:  
Name: HIAWATHA USED CARS INC & AUTO PARTS  
Address: 1006 NORTH STATE STREET  
City,State,Zip: SYRACUSE, NY 13208  
Flag: INACTIVE  
Region Code: 7  
Phone Number: 3154714542  
Owner Name: Mike Mauro Sr.  
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: 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 Facility  
Activity Number: [7056143]  
Active: No  
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  
Operator Name: Not reported  
Operator Type: Not reported  
Last Date: Not reported

T74  
NNE  
1/8-1/4  
0.238 mi.  
1256 ft.

**JAMES J. LOCASTRO, INC.**  
**1020 N. STATE ST**  
**SYRACUSE, NY 13208**

**NY TANKS U003399139**  
**N/A**

**Site 3 of 3 in cluster T**

**Relative:**  
**Higher**  
**Actual:**  
**408 ft.**

TANKS:  
Name: JAMES J. LOCASTRO, INC.  
Address: 1020 N. STATE ST  
City,State,Zip: SYRACUSE, NY 13208  
Facility Id: 7-600316  
Region: STATE  
DEC Region: 7  
Site Status: Inactive  
Program Type: PBS  
Expiration Date: N/A  
UTM X: 405986.06256  
UTM Y: 4768162.04434

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**U75**  
**ESE**  
**1/8-1/4**  
**0.238 mi.**  
**1257 ft.**

**SYRACUSE BEHAVIORIAL HEALTHCARE**  
**329 N SALINA STREET**  
**SYRACUSE, NY 13203**

**PA MANIFEST** **S113739513**  
**N/A**

**Site 1 of 2 in cluster U**

**Relative:**  
**Higher**

Manifest Details:

**Actual:**  
**402 ft.**

Year: 2012  
Manifest Number: 005096060FLE  
Manifest Type: TSD Copy  
Generator EPA Id: NYR000194068  
Generator Date: 06/07/2012  
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: D002  
Container Number: 1  
Container Type: Fiberboard or plastic drums, barrels, kegs  
Waste Quantity: 12  
Unit: Pounds  
Handling Code: Not reported  
TSP EPA Id: PAD067098822  
Date TSP Sig: Not reported

Year: 2012  
Manifest Number: 005096060FLE  
Manifest Type: TSD Copy  
Generator EPA Id: NYR000194068  
Generator Date: 06/07/2012  
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: Fiberboard or plastic drums, barrels, kegs  
Waste Quantity: 53  
Unit: Pounds  
Handling Code: Not reported  
TSP EPA Id: PAD067098822

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE BEHAVIORIAL HEALTHCARE (Continued)**

**S113739513**

Date TSP Sig:	Not reported
Year:	2012
Manifest Number:	005096060FLE
Manifest Type:	TSD Copy
Generator EPA Id:	NYR000194068
Generator Date:	06/07/2012
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:	8
Unit:	Pounds
Handling Code:	Not reported
TSP EPA Id:	PAD067098822
Date TSP Sig:	Not reported
Year:	2012
Manifest Number:	005096060FLE
Manifest Type:	TSD Copy
Generator EPA Id:	NYR000194068
Generator Date:	06/07/2012
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:	186
Unit:	Pounds
Handling Code:	Not reported
TSP EPA Id:	PAD067098822
Date TSP Sig:	Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**U76**      **LEARBURY CENTRE**  
**ESE**      **329 N SALINA ST**  
**1/8-1/4**    **SYRACUSE, NY 13202**  
**0.238 mi.**  
**1257 ft.**    **Site 2 of 2 in cluster U**

**RCRA-LQG**    **1014958161**  
**NY MANIFEST**    **NYR000194068**

**Relative:**  
**Higher**  
**Actual:**  
**402 ft.**

**RCRA-LQG:**  
Date form received by agency: 2012-05-24 00:00:00.0  
Facility name:                    LEARBURY CENTRE  
Facility address:                329 N SALINA ST  
   SYRACUSE, NY 13202  
EPA ID:                                NYR000194068  
Mailing address:                JAMES ST SUITE 141  
   SYRACUSE, NY 13203  
Contact:                                BILL RUCKYJ  
Contact address:                JAMES ST SUITE 141  
   SYRACUSE, NY 13203  
Contact country:                US  
Contact telephone:            315-474-5506  
Telephone ext.:                    215  
Contact email:                    BILLR@SBH.ORG  
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

**Owner/Operator Summary:**

Owner/operator name:            SYRACUSE BEHAVIORAL HEALTHCARE  
Owner/operator address:        JAMES ST SUITE 141  
   SYRACUSE, NY 13203  
Owner/operator country:        US  
Owner/operator telephone:    315-474-5506  
Owner/operator email:            Not reported  
Owner/operator fax:                Not reported  
Owner/operator extension:    Not reported  
Legal status:                        Private  
Owner/Operator Type:            Owner  
Owner/Op start date:            2012-04-16 00:00:00.  
Owner/Op end date:                Not reported

Owner/operator name:            SYRACUSE BEHAVIORAL HEALTHCARE  
Owner/operator address:        Not reported  
   Not reported  
Owner/operator country:        US  
Owner/operator telephone:    Not reported  
Owner/operator email:            Not reported  
Owner/operator fax:                Not reported  
Owner/operator extension:    Not reported  
Legal status:                        Private

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**LEARBURY CENTRE (Continued)**

**1014958161**

Owner/Operator Type: Operator  
Owner/Op start date: 2012-04-16 00:00:00.  
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

Hazardous Waste Summary:

. Waste code: D001  
. Waste name: IGNITABLE WASTE  
  
. Waste code: D002  
. Waste name: CORROSIVE WASTE

Violation Status: No violations found

NY MANIFEST:

Name: LEARBURY CENTRE  
Address: 329 N SALINA ST  
City,State,Zip: SYRACUSE, NY 13202  
Country: USA  
EPA ID: NYR000194068  
Facility Status: Not reported  
Location Address 1: 329 N SALINA 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: NYR000194068  
Mailing Name: LEARBURY CENTRE  
Mailing Contact: DOUG SCHOLES  
Mailing Address 1: 770 JAMES ST- SUITE 141  
Mailing Address 2: Not reported  
Mailing City: SYRACUSE  
Mailing State: NY  
Mailing Zip: 13203  
Mailing Zip 4: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**LEARBURY CENTRE (Continued)**

**1014958161**

Mailing Country: USA  
Mailing Phone: 3154745506

**NY MANIFEST:**

Document ID: Not reported  
Manifest Status: Not reported  
seq: Not reported  
Year: 2012  
Trans1 State ID: NYR000115733  
Trans2 State ID: Not reported  
Generator Ship Date: 06/07/2012  
Trans1 Recv Date: 06/07/2012  
Trans2 Recv Date: Not reported  
TSD Site Recv Date: 06/22/2012  
Part A Recv Date: Not reported  
Part B Recv Date: Not reported  
Generator EPA ID: NYR000194068  
Trans1 EPA ID: Not reported  
Trans2 EPA ID: Not reported  
TSD ID 1: PAD067098822  
TSD ID 2: Not reported  
Manifest Tracking Number: 005096060FLE  
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: 186.0  
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

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**V77**      **GREIF BROS. CORPORATION**  
**NNE**      **105 SPENCER ST**  
**1/8-1/4**   **SYRACUSE, NY 13204**  
**0.241 mi.**  
**1273 ft.**   **Site 1 of 3 in cluster V**

**NY UST**    **U001848565**  
**NY Spills**  
**NY MANIFEST**   **N/A**

**Relative:**  
**Higher**  
**Actual:**  
**400 ft.**

**UST:**  
 Name:                    GREIF BROS. CORPORATION  
 Address:                105 SPENCER ST  
 City,State,Zip:        SYRACUSE, NY 13204  
 Id/Status:              7-128155 / Unregulated/Closed  
 Program Type:         PBS  
 Region:                 STATE  
 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  
 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:        Facility Operator  
 Company Name:         GREIF BROS. CORPORATION  
 Contact Type:            Not reported  
 Contact Name:            GREIF BROS. CORPORATION  
 Address1:                Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**GREIF BROS. CORPORATION (Continued)**

**U001848565**

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

Tightness Test Method: 01  
Date Test: 12/01/1987  
Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
A00 - Tank Internal Protection - None  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
I00 - Overfill - None  
C02 - Pipe Location - Underground/On-ground



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**GREIF BROS. CORPORATION (Continued)**

**U001848565**

G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser  
H99 - Tank Leak Detection - Other

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: 04/14/2017

Equipment Records:

A00 - Tank Internal Protection - None  
B00 - Tank External Protection - None  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
I00 - Overfill - None  
C02 - Pipe Location - Underground/On-ground  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser  
H99 - Tank Leak Detection - Other

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  
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: 04/14/2017

Equipment Records:

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**GREIF BROS. CORPORATION (Continued)**

**U001848565**

A00 - Tank Internal Protection - None  
B00 - Tank External Protection - None  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
I00 - Overfill - None  
C02 - Pipe Location - Underground/On-ground  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser  
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: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
I00 - Overfill - None  
A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser  
H99 - Tank Leak Detection - Other

Tank Number: 005  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**GREIF BROS. CORPORATION (Continued)**

**U001848565**

Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
D02 - Pipe Type - Galvanized Steel  
F00 - Pipe External Protection - None  
I00 - Overfill - None  
A00 - Tank Internal Protection - None  
C02 - Pipe Location - Underground/On-ground  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser  
H99 - Tank Leak Detection - Other

SPILLS:

Name: GRIEF BROTHRS CORP.  
Address: 105 SPENCER STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9314403 / 1995-01-05  
Facility ID: 9314403  
Facility Type: ER  
DER Facility ID: 249905  
Site ID: 309556  
DEC Region: 7  
Spill Cause: Unknown  
Spill Class: C3  
SWIS: 3415  
Spill Date: 1993-06-30  
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  
Spiller Name: Not reported  
Spiller Company: GRIEF BROTHERS CORP  
Spiller Address: 105 SPENCER STREET  
Spiller Company: 001  
Contact Name: 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."

All Materials:

Site ID: 309556

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**GREIF BROS. CORPORATION (Continued)**

**U001848565**

Operable Unit ID: 992690  
Operable Unit: 01  
Material ID: 386198  
Material Code: 0008  
Material Name: diesel  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: .00  
Units: Not reported  
Recovered: .00  
Oxygenate: Not reported

**NY MANIFEST:**

Name: GREIF BROTHERS  
Address: 105 SPENCER STREET  
City,State,Zip: SYRACUSE, NY 13204  
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

**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

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**GREIF BROS. CORPORATION (Continued)**

**U001848565**

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

**V78**  
**NNE**  
**1/8-1/4**  
**0.241 mi.**  
**1273 ft.**

**TRIAD TECHNOLOGY**  
**105 SPENCER ST**  
**SYRACUSE, NY 13204**  
**Site 2 of 3 in cluster V**

**PA MANIFEST S118070958**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**400 ft.**

Manifest Details:  
 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  
 Page Number: 1  
 Line Number: 2  
 Waste Number: D035  
 Container Number: 1  
 Container Type: Metal drums, barrels, kegs  
 Waste Quantity: 230

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**TRIAD TECHNOLOGY (Continued)**

**S118070958**

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: 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: 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  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**TRIAD TECHNOLOGY (Continued)**

**S118070958**

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  
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: 76  
Unit: Gallons (liquids only)  
Handling Code: Not reported  
TSP EPA Id: PAD067098822  
Date TSP Sig: Not reported

Year: 2014

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**TRIAD TECHNOLOGY (Continued)**

**S118070958**

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  
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



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**TRIAD TECHNOLOGY (Continued)**

**S118070958**

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  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**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: 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

[Click this hyperlink](#) while viewing on your computer to access  
47 additional PA\_MANIFEST: record(s) in the EDR Site Report.

**V79**  
**NNE**  
**1/8-1/4**  
**0.241 mi.**  
**1273 ft.**

**TRIAD TECHNOLOGIES INC**  
**105 SPENCER ST**  
**SYRACUSE, NY 13204**  
**Site 3 of 3 in cluster V**

**RCRA NonGen / NLR** **1004755688**  
**FTTS** **NY0000236430**  
**HIST FTTS**  
**NY MANIFEST**

**Relative:**  
**Higher**  
**Actual:**  
**400 ft.**

RCRA NonGen / NLR:  
Date form received by agency: 2014-07-16 00:00:00.0  
Facility name: TRIAD TECHNOLOGIES INC  
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: 315-422-7607  
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: Not reported  
Not reported  
Owner/operator country: US  
Owner/operator telephone: Not reported  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**TRIAD TECHNOLOGIES INC (Continued)**

**1004755688**

Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 1998-11-01 00:00:00.  
Owner/Op end date: Not reported  
  
Owner/operator name: TRIAD MANAGEMENT LLC  
Owner/operator address: SPENCER ST  
SYRACUSE, NY 13204  
  
Owner/operator country: US  
Owner/operator telephone: 315-422-7607  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 1998-11-01 00:00:00.  
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: 2014-04-08 00:00:00.0  
Site name: TRIAD TECHNOLOGIES INC  
Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 2007-01-01 00:00:00.0  
Site name: TRIAD TECHNOLOGIES  
Classification: Not a generator, verified

Date form received by agency: 2006-01-01 00:00:00.0  
Site name: TRIAD TECHNOLOGIES  
Classification: Not a generator, verified

Date form received by agency: 2001-11-26 00:00:00.0  
Site name: TRIAD TECHNOLOGIES  
Classification: Large Quantity Generator

Date form received by agency: 1994-04-25 00:00:00.0  
Site name: TRIAD TECHNOLOGIES  
Classification: Conditionally Exempt Small Quantity Generator

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**TRIAD TECHNOLOGIES INC (Continued)**

**1004755688**

Hazardous Waste Summary:

- . 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.

Violation Status: No violations found

Evaluation Action Summary:

- Evaluation date: 2016-04-08 00:00:00.0
- Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
- Area of violation: Not reported
- Date achieved compliance: Not reported
- Evaluation lead agency: State
  
- Evaluation date: 2003-01-14 00:00:00.0
- 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 ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**TRIAD TECHNOLOGIES INC (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:

Name: TRIAD TECHNOLOGY  
Address: 105 SPENCER ST  
City,State,Zip: SYRACUSE, NY 13204  
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: 3154227607

NY MANIFEST:

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: 08/01/2014  
Trans1 Recv Date: 08/01/2014  
Trans2 Recv Date: Not reported  
TSD Site Recv Date: 08/14/2014  
Part A Recv Date: Not reported  
Part B Recv Date: Not reported  
Generator EPA ID: NY0000236430  
Trans1 EPA ID: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**TRIAD TECHNOLOGIES INC (Continued)**

**1004755688**

Trans2 EPA ID: Not reported  
 TSD ID 1: PAD067098822  
 TSD ID 2: Not reported  
 Manifest Tracking Number: 007153484FLE  
 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: 143  
 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: 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

**S80**  
**SSE**  
**1/8-1/4**  
**0.245 mi.**  
**1293 ft.**

**V.I.P. STRUCTURES, INC.**  
**ONE WEBSTER'S LANDING**  
**SYRACUSE, NY 13202**  
**Site 2 of 2 in cluster S**

**NY UST** **U001849489**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**404 ft.**

UST:  
 Name: V.I.P. STRUCTURES, INC.  
 Address: ONE WEBSTER'S LANDING  
 City,State,Zip: SYRACUSE, NY 13202  
 Id/Status: 7-600074 / Unregulated/Closed  
 Program Type: PBS  
 Region: STATE  
 DEC Region: 7  
 Expiration Date: N/A  
 UTM X: 406111.83150  
 UTM Y: 4767489.86064  
 Site Type: Other  
 Affiliation Records:  
 Site Id: 46516  
 Affiliation Type: Facility Owner  
 Company Name: NUTTING/RICE PARTNERSHIP

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**V.I.P. STRUCTURES, INC. (Continued)**

**U001849489**

Contact Type: Not reported  
Contact Name: Not reported  
Address1: ONE WEBSTER'S LANDING  
Address2: Not reported  
City: SYRACUSE  
State: NY  
Zip Code: 13202  
Country Code: 001  
Phone: (315) 471-5338  
EMail: Not reported  
Fax Number: Not reported  
Modified By: TRANSLAT  
Date Last Modified: 2004-03-04

Site Id: 46516  
Affiliation Type: Mail Contact  
Company Name: V.I.P. STRUCTURES, INC.  
Contact Type: Not reported  
Contact Name: CHARLES C. WALLACE, JR.  
Address1: ONE WEBSTER'S LANDING  
Address2: Not reported  
City: SYRACUSE  
State: NY  
Zip Code: 13202  
Country Code: 001  
Phone: (315) 471-5338  
EMail: Not reported  
Fax Number: Not reported  
Modified By: TRANSLAT  
Date Last Modified: 2004-03-04

Site Id: 46516  
Affiliation Type: Facility Operator  
Company Name: V.I.P. STRUCTURES, INC.  
Contact Type: Not reported  
Contact Name: V.I.P. STRUCTURES, INC.  
Address1: Not reported  
Address2: Not reported  
City: Not reported  
State: NN  
Zip Code: Not reported  
Country Code: 001  
Phone: (315) 471-5338  
EMail: Not reported  
Fax Number: Not reported  
Modified By: TRANSLAT  
Date Last Modified: 2004-03-04

Site Id: 46516  
Affiliation Type: Emergency Contact  
Company Name: NUTTING/RICE PARTNERSHIP  
Contact Type: Not reported  
Contact Name: CHARLES C. WALLACE, JR.  
Address1: Not reported  
Address2: Not reported  
City: Not reported  
State: NN

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**V.I.P. STRUCTURES, INC. (Continued)**

**U001849489**

Zip Code: Not reported  
Country Code: 001  
Phone: (315) 471-5338  
EMail: Not reported  
Fax Number: Not reported  
Modified By: TRANSLAT  
Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 001  
Tank ID: 135025  
Tank Status: Closed - Removed  
Material Name: Closed - Removed  
Capacity Gallons: 8000  
Install Date: Not reported  
Date Tank Closed: 12/01/1991  
Registered: True  
Tank Location: Underground  
Tank Type: Other  
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: 04/14/2017

Equipment Records:

D01 - Pipe Type - Steel/Carbon Steel/Iron  
G99 - Tank Secondary Containment - Other  
A00 - Tank Internal Protection - None  
I00 - Overfill - None  
H00 - Tank Leak Detection - None  
B99 - Tank External Protection - Other  
F99 - Pipe External Protection - Other  
C02 - Pipe Location - Underground/On-ground

**81**  
**WSW**  
**1/4-1/2**  
**0.314 mi.**  
**1657 ft.**

**BURNS BROTHERS**  
**400 LEAVENWORTH AVE**  
**SYRACUSE, NY 13204**

**NY LTANKS** **S102164793**  
**NY Spills** **N/A**  
**NY MANIFEST**

**Relative:**  
**Higher**  
**Actual:**  
**393 ft.**

LTANKS:  
Name: BURNS BROTHERS HARDWARE  
Address: 400 LEAVENWORTH AVE  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9700681 / 2002-06-03  
Facility ID: 9700681  
Site ID: 330002  
Spill Date: 1997-04-15  
Spill Cause: Tank Test Failure  
Spill Source: Commercial/Industrial  
Spill Class: C3  
Cleanup Ceased: Not reported



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BURNS BROTHERS (Continued)**

**S102164793**

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  
Meets Standard: 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 County: 001  
Spiller Contact: VERN RICHARDSON  
Spiller Phone: (315) 471-4957  
Spiller Extention: 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 rmove tanks and to cease storing and dispensing gasoline on site. Tentative date for removal 30 April 1997."  
Remarks: "TANK TEST FAILURE AT ABOVE LOCATION"

**SPILLS:**

Name: 400 LEAVENWORTH  
Address: 400 LEAVENWORTH AVE  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9105123 / 1991-10-04  
Facility ID: 9105123  
Facility Type: ER  
DER Facility ID: 265505  
Site ID: 247217  
DEC Region: 7  
Spill Cause: Vandalism  
Spill Class: Not reported  
SWIS: 3415  
Spill Date: 1991-08-10  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BURNS BROTHERS (Continued)**

**S102164793**

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 Company: 001  
Contact Name: Not reported  
DEC Memo: "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."  
Remarks: "OVER THE WEEKEND SOMEONE BROKE VALVE ON AN OLD TRANSFORMER. OIL ON CONCRETE. ENVIRONMENTAL PRODUCTS TO DO CLEANUP."

All Materials:

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  
Units: G  
Recovered: .00  
Oxygenate: Not reported

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  
Oxygenate: Not reported

NY MANIFEST:

Name: BURNS BROTHERS  
Address: 400 LEAVENWORTH AVE  
City,State,Zip: SYRACUSE, NY 13204-1499  
Country: USA  
EPA ID: NYD986974640  
Facility Status: Not reported  
Location Address 1: 400 LEAVENWORTH AVENUE  
Code: BP  
Location Address 2: Not reported  
Total Tanks: Not reported  
Location City: SYRACUSE  
Location State: NY

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BURNS BROTHERS (Continued)**

**S102164793**

Location Zip: 13204  
Location Zip 4: Not reported

NY MANIFEST:  
EPAID: NYD986974640  
Mailing Name: BURNS BROTHERS  
Mailing Contact: RENEE LEGGETT  
Mailing Address 1: 400 LEAVENWORTH AVENUE  
Mailing Address 2: Not reported  
Mailing City: SYRACUSE  
Mailing State: NY  
Mailing Zip: 13204  
Mailing Zip 4: Not reported  
Mailing Country: USA  
Mailing Phone: 3154220261

NY MANIFEST:  
Document ID: Not reported  
Manifest Status: Not reported  
seq: Not reported  
Year: 2007  
Trans1 State ID: TXR000050930  
Trans2 State ID: NYD980769947  
Generator Ship Date: 10/05/2007  
Trans1 Recv Date: 10/05/2007  
Trans2 Recv Date: 10/12/2007  
TSD Site Recv Date: 10/13/2007  
Part A Recv Date: Not reported  
Part B Recv Date: Not reported  
Generator EPA ID: NYD986974640  
Trans1 EPA ID: Not reported  
Trans2 EPA ID: Not reported  
TSDF ID 1: KYD053348108  
TSDF ID 2: Not reported  
Manifest Tracking Number: 000553169SKS  
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  
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.

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**BURNS BROTHERS (Continued)**

**S102164793**

Specific Gravity: 1  
 Waste Code: D007  
 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

**82**  
**SE**  
 1/4-1/2  
 0.315 mi.  
 1662 ft.

**VIP STRUCTURES**  
**1 WEBSTERS LANDING**  
**SYRACUSE, NY**

**NY LTANKS S121988546**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**409 ft.**

**LTANKS:**  
 Name: VIP STRUCTURES  
 Address: 1 WEBSTERS LANDING  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 9109775 / 1992-10-23  
 Facility ID: 9109775  
 Site ID: 232386  
 Spill Date: 1991-12-13  
 Spill Cause: Tank Failure  
 Spill Source: Commercial/Industrial  
 Spill Class: C3  
 Cleanup Ceased: 1992-10-23  
 SWIS: 3415  
 Investigator: GREGG  
 Referred To: Not reported  
 Reported to Dept: 1991-12-13  
 CID: Not reported  
 Water Affected: Not reported  
 Spill Notifier: Responsible Party  
 Last Inspection: Not reported  
 Recommended Penalty: False  
 Meets Standard: True  
 UST Involvement: False  
 Remediation Phase: 0  
 Date Entered In Computer: 1991-12-16  
 Spill Record Last Update: 1993-05-04  
 Spiller Name: Not reported  
 Spiller Company: V.I.P. STRUCTURES  
 Spiller Address: 1 WEBSTERS LANDING  
 Spiller County: 001  
 Spiller Contact: Not reported  
 Spiller Phone: Not reported  
 Spiller Extention: Not reported  
 DEC Region: 7  
 DER Facility ID: 191515  
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was TG "  
 Remarks: "REMOVED 1 8K #2 FUEL OIL TANK. TANK LOOKED LIKE SWISS CHEESE. WILL TRYTO EXCAVATE CONT. SOIL AND THEN TAKE SOIL SAMPLES AND SUBMIT TO THE DEPT. FOR REVIEW."

All Materials:  
 Site ID: 232386

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

VIP STRUCTURES (Continued)

S121988546

Operable Unit ID: 963528  
Operable Unit: 01  
Material ID: 418360  
Material Code: 0001A  
Material Name: #2 fuel oil  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: .00  
Units: Not reported  
Recovered: .00  
Oxygenate: Not reported

W83  
West  
1/4-1/2  
0.317 mi.  
1672 ft.

S & W REDEV - LLC-SITE C734088A  
400 SPENCER ST  
SYRACUSE, NY 13204

RCRA-LQG 1008374481  
NY SHWS NYR000132209  
NY MANIFEST

Site 1 of 2 in cluster W

Relative:  
Lower

RCRA-LQG:

Actual:  
362 ft.

Date form received by agency: 2016-05-31 00:00:00.0  
Facility name: S & W REDEV - LLC-SITE C734088A  
Facility address: 400 SPENCER ST  
SYRACUSE, NY 13204  
EPA ID: NYR000132209  
Mailing address: BROADWAY  
ALBANY, NY 12233  
Contact: KRISTOPHER KEENAN  
Contact address: BROADWAY  
ALBANY, NY 12233  
Contact country: US  
Contact telephone: 518-885-5383  
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

Owner/Operator Summary:

Owner/operator name: S & W REDEVELOPMENT LLC  
Owner/operator address: E GENESEE ST SUITE 401  
SYRACUSE, NY 13202  
Owner/operator country: US  
Owner/operator telephone: Not reported  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**S & W REDEV - LLC-SITE C734088A (Continued)**

**1008374481**

Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 2002-09-05 00:00:00.  
Owner/Op end date: Not reported

Owner/operator name: S & W REDEV LLC  
Owner/operator address: BROADWAY  
ALBANY, NY 12233

Owner/operator country: US  
Owner/operator telephone: Not reported  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported

Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 1900-01-01 00:00:00.  
Owner/Op end date: Not reported

Owner/operator name: NYSDEC  
Owner/operator address: BROADWAY  
ALBANY, NY 12233

Owner/operator country: US  
Owner/operator telephone: Not reported  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported

Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 1900-01-01 00:00:00.  
Owner/Op end date: Not reported

Owner/operator name: S & W REDEVELOPMENT LLC  
Owner/operator address: E GENESEE ST SUITE 401  
SYRACUSE, NY 13202

Owner/operator country: US  
Owner/operator telephone: Not reported  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported

Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 2002-09-05 00:00:00.  
Owner/Op end date: Not reported

Owner/operator name: S&W REDEVELOPMENT, LLC  
Owner/operator address: Not reported  
Not reported

Owner/operator country: US  
Owner/operator telephone: Not reported  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported

Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 2002-09-05 00:00:00.  
Owner/Op end date: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**S & W REDEV - LLC-SITE C734088A (Continued)**

**1008374481**

Owner/operator name: S&W REDEVELOPMENT LLC  
Owner/operator address: E GENESSE ST  
SYRACUSE, NY 13202  
Owner/operator country: US  
Owner/operator telephone: Not reported  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 2002-09-05 00:00:00.  
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: 2007-01-01 00:00:00.0  
Site name: S&W REDEVELOPMENT, LLC  
Classification: Small Quantity Generator  
  
Date form received by agency: 2006-02-02 00:00:00.0  
Site name: S&W REDEVELOPMENT, LLC  
Classification: Not a generator, verified  
  
Date form received by agency: 2006-02-01 00:00:00.0  
Site name: S&W REDEVELOPMENT, LLC  
Classification: Large Quantity Generator  
  
Date form received by agency: 2005-10-28 00:00:00.0  
Site name: S&W REDEVELOPMENT LLC  
Classification: Large Quantity Generator  
  
Date form received by agency: 2005-05-18 00:00:00.0  
Site name: AMERICAN BAG & METAL  
Classification: Large Quantity Generator

Hazardous Waste Summary:

. Waste code: B003  
. Waste name: Petroleum oil or other liquid containing 500 ppm or greater of PCBs.

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**S & W REDEV - LLC-SITE C734088A (Continued)**

**1008374481**

- . Waste code: B007
- . Waste name: Other PCB wastes, including contaminated soil, solids, sludges, clothing, rags and dredge material.
  
- . Waste code: D001
- . Waste name: IGNITABLE WASTE
  
- . Waste code: D002
- . Waste name: CORROSIVE WASTE
  
- . Waste code: D006
- . Waste name: CADMIUM
  
- . Waste code: D007
- . Waste name: CHROMIUM
  
- . Waste code: D008
- . Waste name: LEAD
  
- . Waste code: D009
- . Waste name: MERCURY
  
- . Waste code: D011
- . Waste name: SILVER

Violation Status: No violations found

**SHWS:**

Name: AMERICAN BAG AND METAL, INC.  
Address: 400 SPENCER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Program: HW  
Site Code: 56359  
Classification: Not reported  
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 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



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**S & W REDEV - LLC-SITE C734088A (Continued)**

**1008374481**

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). Off-site of the West Parcel, PCB soil contamination exists and a Decision Document was issued on March 20, 2012 under site No. C734088A.

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: 3

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: 1

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: 4

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: 4

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: 1

Sub Type: E

Owner Name: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**S & W REDEV - LLC-SITE C734088A (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  
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:**

Name: S & W REDEVELOPMENT LLC/SITE C734088A  
Address: SPENCE ST  
City,State,Zip: SYRACUSE, NY 13204  
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/SITE C734088A  
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

**NY MANIFEST:**

Document ID: Not reported  
Manifest Status: Not reported  
seq: Not reported  
Year: 2015  
Trans1 State ID: NYD986980753  
Trans2 State ID: NYD986980753  
Generator Ship Date: 04/13/2015  
Trans1 Recv Date: 04/13/2015  
Trans2 Recv Date: 04/22/2015  
TSD Site Recv Date: 04/22/2015  
Part A Recv Date: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**S & W REDEV - LLC-SITE C734088A (Continued)**

**1008374481**

Part B Recv Date: Not reported  
 Generator EPA ID: NYR000132209  
 Trans1 EPA ID: Not reported  
 Trans2 EPA ID: Not reported  
 TSD ID 1: NYD049836679  
 TSD ID 2: Not reported  
 Manifest Tracking Number: 003042217FLE  
 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: H132  
 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: 18643  
 Units: K - Kilograms (2.2 pounds)  
 Number of Containers: 1  
 Container Type: DT - Dump trucks  
 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

**W84**  
**West**  
**1/4-1/2**  
**0.317 mi.**  
**1672 ft.**

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE**  
**400-404 & 380 SPENCER STREET**  
**SYRACUSE, NY 13204**  
**Site 2 of 2 in cluster W**

**NY ENG CONTROLS** **S107787039**  
**NY INST CONTROL** **N/A**  
**NY VCP**  
**NY BROWNFIELDS**

**Relative:**  
**Lower**  
**Actual:**  
**362 ft.**

**ENG CONTROLS:**  
 Name: AMERICAN BAG AND METAL COMPANY, INC.  
 Address: 400-404 & 380 SPENCER STREET  
 City,State,Zip: SYRACUSE, NY 13204  
 Site Code: 58089  
 HW Code: Not reported  
 Control Code: 18  
 Control Type: ENG  
 Date Record Added: 01/09/2007  
 Date Rec Updated: 01/02/2019  
 Updated By: JXLUO  
 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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

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.

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 2/17/2004 2:15:00 PM  
Record Upd: 1/29/2009 3:00:00 PM  
Updated By: MOBARRIE  
Own Op: 1  
Sub Type: E  
Owner Name: Leonard M. Montreal  
Owner Company: Montreal Development LLC  
Owner Address: 522 Liberty Street, Suite 2  
Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY 13204  
Owner Country: United States of America

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Own Op: 6  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380-404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY 13210  
Owner Country: United States of America  
Own Op: 1  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380 and 404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY 13210  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: 1,2-DICHLOROETHANE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: VINYL CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: IRON  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB-AROCLOR 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB aroclor 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: C734088A  
Cross Ref Type Code: 22  
Cross Ref Type: BCP Site ID  
Record Added Date: 11/27/2009 4:28:00 PM  
Record Updated: 11/27/2009 4:28:00 PM  
Updated By: MOBARRIE  
Crossref ID: D7-0001-0005  
Cross Ref Type Code: 23  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:28:00 AM  
Record Updated: 6/2/2009 9:28:00 AM  
Updated By: THKNIZEK  
Crossref ID: book of deeds 04972 page 714  
Cross Ref Type Code: 25  
Cross Ref Type: County Recording Identifier  
Record Added Date: 6/3/2009 12:14:00 PM  
Record Updated: 6/3/2009 12:14:00 PM  
Updated By: MOBARRIE  
Crossref ID: Not reported  
Cross Ref Type Code: 2  
Cross Ref Type: HW Site ID

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:19:00 PM  
Updated By: ajsylves  
Crossref ID: V00345  
Cross Ref Type Code: 4  
Cross Ref Type: VC Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:20:00 PM  
Updated By: ajsylves

Name: AMERICAN BAG AND METAL COMPANY, INC.  
Address: 400-404 & 380 SPENCER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Site Code: 58089  
HW Code: Not reported  
Control Code: 15  
Control Type: ENG  
Date Record Added: 01/09/2007  
Date Rec Updated: 01/02/2019  
Updated By: JXLUO

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 slab depressurization system be installed in any

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

new structures built on the ast parcel. Exposure to contaminated groundwater is not expected because the area is served by a public water supply and the easement prohibits groundwater use.

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 2/17/2004 2:15:00 PM  
Record Upd: 1/29/2009 3:00:00 PM  
Updated By: MOBARRIE  
Own Op: 1  
Sub Type: E  
Owner Name: Leonard M. Montreal  
Owner Company: Montreal Development LLC  
Owner Address: 522 Liberty Street, Suite 2  
Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380-404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY 13210  
Owner Country: United States of America  
Own Op: 1  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380 and 404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY 13210  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: 1,2-DICHLOROETHANE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: VINYL CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: IRON  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB-AROCLOR 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB aroclor 1260

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: C734088A  
Cross Ref Type Code: 22  
Cross Ref Type: BCP Site ID  
Record Added Date: 11/27/2009 4:28:00 PM  
Record Updated: 11/27/2009 4:28:00 PM  
Updated By: MOBARRIE  
Crossref ID: D7-0001-0005  
Cross Ref Type Code: 23  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:28:00 AM  
Record Updated: 6/2/2009 9:28:00 AM  
Updated By: THKNIZEK  
Crossref ID: book of deeds 04972 page 714  
Cross Ref Type Code: 25  
Cross Ref Type: County Recording Identifier  
Record Added Date: 6/3/2009 12:14:00 PM  
Record Updated: 6/3/2009 12:14:00 PM  
Updated By: MOBARRIE  
Crossref ID: Not reported  
Cross Ref Type Code: 2  
Cross Ref Type: HW Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:19:00 PM  
Updated By: ajsylves  
Crossref ID: V00345  
Cross Ref Type Code: 4  
Cross Ref Type: VC Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:20:00 PM  
Updated By: ajsylves

**INST CONTROL:**

Name: AMERICAN BAG AND METAL COMPANY, INC.  
Address: 400-404 & 380 SPENCER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Site Code: 58089  
Control Name: Building Use Restriction  
HW Code: Not reported  
Control Code: 26  
Control Type: INST  
Dt record added: 01/09/2007  
Dt rec updated: 01/02/2019  
Updated By: JXLUO  
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



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

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.

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 2/17/2004 2:15:00 PM  
Record Upd: 1/29/2009 3:00:00 PM  
Updated By: MOBARRIE  
Own Op: 1  
Sub Type: E  
Owner Name: Leonard M. Montreal  
Owner Company: Montreal Development LLC  
Owner Address: 522 Liberty Street, Suite 2  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380-404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13210  
Owner Country: United States of America

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)

S107787039

Own Op: 1  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380 and 404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13210  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: 1,2-DICHLOROETHANE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: VINYL CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: IRON  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB-AROCLOR 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB aroclor 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: C734088A  
Cross Ref Type Code:  
Cross Ref Type: BCP Site ID  
Record Added Date: 11/27/2009 4:28:00 PM  
Record Updated: 11/27/2009 4:28:00 PM  
Updated By: MOBARRIE  
Crossref ID: D7-0001-0005  
Cross Ref Type Code:  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:28:00 AM  
Record Updated: 6/2/2009 9:28:00 AM  
Updated By: THKNIZEK  
Crossref ID: book of deeds 04972 page 714  
Cross Ref Type Code:  
Cross Ref Type: County Recording Identifier  
Record Added Date: 6/3/2009 12:14:00 PM  
Record Updated: 6/3/2009 12:14:00 PM  
Updated By: MOBARRIE  
Crossref ID: Not reported  
Cross Ref Type Code:  
Cross Ref Type: HW Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:19:00 PM  
Updated By: ajsylves  
Crossref ID: V00345  
Cross Ref Type Code:  
Cross Ref Type: VC Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:20:00 PM

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Updated By: ajsylves

Name: AMERICAN BAG AND METAL COMPANY, INC.

Address: 400-404 & 380 SPENCER STREET

City,State,Zip: SYRACUSE, NY 13204

Site Code: 58089

Control Name: Site Management Plan

HW Code: Not reported

Control Code: 32

Control Type: INST

Dt record added: 01/09/2007

Dt rec updated: 01/02/2019

Updated By: JXLUO

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.

Dump: False

Structure: False

Lagoon: False

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)

S107787039

Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 2/17/2004 2:15:00 PM  
Record Upd: 1/29/2009 3:00:00 PM  
Updated By: MOBARRIE  
Own Op: 1  
Sub Type: E  
Owner Name: Leonard M. Montreal  
Owner Company: Montreal Development LLC  
Owner Address: 522 Liberty Street, Suite 2  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380-404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13210  
Owner Country: United States of America  
Own Op: 1  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380 and 404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13210  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: 1,2-DICHLOROETHANE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: VINYL CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: IRON  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB-AROCLOR 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB aroclor 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: C734088A  
Cross Ref Type Code:  
Cross Ref Type: BCP Site ID  
Record Added Date: 1/27/2009 4:28:00 PM

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Record Updated: 11/27/2009 4:28:00 PM  
Updated By: MOBARRIE  
Crossref ID: D7-0001-0005  
Cross Ref Type Code:  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:28:00 AM  
Record Updated: 6/2/2009 9:28:00 AM  
Updated By: THKNIZEK  
Crossref ID: book of deeds 04972 page 714  
Cross Ref Type Code:  
Cross Ref Type: County Recording Identifier  
Record Added Date: 6/3/2009 12:14:00 PM  
Record Updated: 6/3/2009 12:14:00 PM  
Updated By: MOBARRIE  
Crossref ID: Not reported  
Cross Ref Type Code:  
Cross Ref Type: HW Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:19:00 PM  
Updated By: ajsylves  
Crossref ID: V00345  
Cross Ref Type Code:  
Cross Ref Type: VC Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:20:00 PM  
Updated By: ajsylves

Name: AMERICAN BAG AND METAL COMPANY, INC.  
Address: 400-404 & 380 SPENCER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Site Code: 58089  
Control Name: Environmental Easement  
HW Code: Not reported  
Control Code: Not reported  
Control Type: INST  
Dt record added: 01/09/2007  
Dt rec updated: 01/02/2019  
Updated By: JXLUO  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

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.

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 2/17/2004 2:15:00 PM  
Record Upd: 1/29/2009 3:00:00 PM  
Updated By: MOBARRIE  
Own Op: 1  
Sub Type: E  
Owner Name: Leonard M. Montreal  
Owner Company: Montreal Development LLC  
Owner Address: 522 Liberty Street, Suite 2  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380-404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13210  
Owner Country: United States of America  
Own Op: 1  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380 and 404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13210

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Owner Country: United States of America  
HW Code: Not reported  
Waste Type: 1,2-DICHLOROETHANE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: VINYL CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: IRON  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB-AROCLOR 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB aroclor 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: C734088A  
Cross Ref Type Code:  
Cross Ref Type: BCP Site ID  
Record Added Date: 11/27/2009 4:28:00 PM  
Record Updated: 11/27/2009 4:28:00 PM  
Updated By: MOBARRIE  
Crossref ID: D7-0001-0005  
Cross Ref Type Code:  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:28:00 AM  
Record Updated: 6/2/2009 9:28:00 AM  
Updated By: THKNIZEK  
Crossref ID: book of deeds 04972 page 714  
Cross Ref Type Code:  
Cross Ref Type: County Recording Identifier  
Record Added Date: 6/3/2009 12:14:00 PM  
Record Updated: 6/3/2009 12:14:00 PM  
Updated By: MOBARRIE  
Crossref ID: Not reported  
Cross Ref Type Code:  
Cross Ref Type: HW Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:19:00 PM  
Updated By: ajsylves  
Crossref ID: V00345  
Cross Ref Type Code:  
Cross Ref Type: VC Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:20:00 PM  
Updated By: ajsylves

Name: AMERICAN BAG AND METAL COMPANY, INC.  
Address: 400-404 & 380 SPENCER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Site Code: 58089  
Control Name: Landuse Restriction

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

HW Code: Not reported  
Control Code: 25  
Control Type: INST  
Dt record added: 01/09/2007  
Dt rec updated: 01/02/2019  
Updated By: JXLUO  
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.  
Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 2/17/2004 2:15:00 PM



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Record Upd: 1/29/2009 3:00:00 PM  
Updated By: MOBARRIE  
Own Op: 1  
Sub Type: E  
Owner Name: Leonard M. Montreal  
Owner Company: Montreal Development LLC  
Owner Address: 522 Liberty Street, Suite 2  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380-404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13210  
Owner Country: United States of America  
Own Op: 1  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380 and 404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13210  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: 1,2-DICHLOROETHANE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: VINYL CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: IRON  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB-AROCLOR 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB aroclor 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: C734088A  
Cross Ref Type Code:  
Cross Ref Type: BCP Site ID  
Record Added Date: 11/27/2009 4:28:00 PM  
Record Updated: 11/27/2009 4:28:00 PM  
Updated By: MOBARRIE  
Crossref ID: D7-0001-0005  
Cross Ref Type Code:  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:28:00 AM  
Record Updated: 6/2/2009 9:28:00 AM

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Updated By: THKNIZEK  
Crossref ID: book of deeds 04972 page 714  
Cross Ref Type Code:  
Cross Ref Type: County Recording Identifier  
Record Added Date: 6/3/2009 12:14:00 PM  
Record Updated: 6/3/2009 12:14:00 PM  
Updated By: MOBARRIE  
Crossref ID: Not reported  
Cross Ref Type Code:  
Cross Ref Type: HW Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:19:00 PM  
Updated By: ajsylves  
Crossref ID: V00345  
Cross Ref Type Code:  
Cross Ref Type: VC Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:20:00 PM  
Updated By: ajsylves

Name: AMERICAN BAG AND METAL COMPANY, INC.  
Address: 400-404 & 380 SPENCER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Site Code: 58089  
Control Name: Soil Management Plan  
HW Code: Not reported  
Control Code: 14  
Control Type: INST  
Dt record added: 01/09/2007  
Dt rec updated: 01/02/2019  
Updated By: JXLUO  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

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.

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 2/17/2004 2:15:00 PM  
Record Upd: 1/29/2009 3:00:00 PM  
Updated By: MOBARRIE  
Own Op: 1  
Sub Type: E  
Owner Name: Leonard M. Montreal  
Owner Company: Montreal Development LLC  
Owner Address: 522 Liberty Street, Suite 2  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380-404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13210  
Owner Country: United States of America  
Own Op: 1  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380 and 404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13210  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: 1,2-DICHLOROETHANE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: VINYL CHLORIDE

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)

S107787039

Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: IRON  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB-AROCOLOR 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB aroclor 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: C734088A  
Cross Ref Type Code:  
Cross Ref Type: BCP Site ID  
Record Added Date: 11/27/2009 4:28:00 PM  
Record Updated: 11/27/2009 4:28:00 PM  
Updated By: MOBARRIE  
Crossref ID: D7-0001-0005  
Cross Ref Type Code:  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:28:00 AM  
Record Updated: 6/2/2009 9:28:00 AM  
Updated By: THKNIZEK  
Crossref ID: book of deeds 04972 page 714  
Cross Ref Type Code:  
Cross Ref Type: County Recording Identifier  
Record Added Date: 6/3/2009 12:14:00 PM  
Record Updated: 6/3/2009 12:14:00 PM  
Updated By: MOBARRIE  
Crossref ID: Not reported  
Cross Ref Type Code:  
Cross Ref Type: HW Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:19:00 PM  
Updated By: ajsylves  
Crossref ID: V00345  
Cross Ref Type Code:  
Cross Ref Type: VC Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:20:00 PM  
Updated By: ajsylves

Name: AMERICAN BAG AND METAL COMPANY, INC.  
Address: 400-404 & 380 SPENCER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Site Code: 58089  
Control Name: Ground Water Use Restriction  
HW Code: Not reported  
Control Code: 8  
Control Type: INST  
Dt record added: 01/09/2007  
Dt rec updated: 01/02/2019  
Updated By: JXLUO  
Site Code: 58089

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (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. 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 subsurface 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.

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 2/17/2004 2:15:00 PM  
Record Upd: 1/29/2009 3:00:00 PM  
Updated By: MOBARRIE  
Own Op: 1  
Sub Type: E  
Owner Name: Leonard M. Montreal  
Owner Company: Montreal Development LLC  
Owner Address: 522 Liberty Street, Suite 2

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380-404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13210  
Owner Country: United States of America  
Own Op: 1  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380 and 404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13210  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: 1,2-DICHLOROETHANE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: VINYL CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: IRON  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB-AROCLOR 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB aroclor 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: C734088A  
Cross Ref Type Code: 22  
Cross Ref Type: BCP Site ID  
Record Added Date: 11/27/2009 4:28:00 PM  
Record Updated: 11/27/2009 4:28:00 PM  
Updated By: MOBARRIE  
Crossref ID: D7-0001-0005  
Cross Ref Type Code: 23  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:28:00 AM  
Record Updated: 6/2/2009 9:28:00 AM  
Updated By: THKNIZEK  
Crossref ID: book of deeds 04972 page 714  
Cross Ref Type Code: 25  
Cross Ref Type: County Recording Identifier  
Record Added Date: 6/3/2009 12:14:00 PM  
Record Updated: 6/3/2009 12:14:00 PM  
Updated By: MOBARRIE

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Crossref ID: Not reported  
Cross Ref Type Code:  
Cross Ref Type: HW Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:19:00 PM  
Updated By: ajsylves  
Crossref ID: V00345  
Cross Ref Type Code:  
Cross Ref Type: VC Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:20:00 PM  
Updated By: ajsylves

VCP:

Name: AMERICAN BAG AND METAL COMPANY, INC.  
Address: 400-404 & 380 SPENCER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Program Type: VCP  
Site Code: 58654  
HW Code: V00345  
Site Class: Not reported  
SWIS: 3415  
Region: 7  
Town: Syracuse (c)  
Acres: Not reported  
Date Record Added: 11/30/2000  
Date Record Updated: 03/30/2004  
Updated By: ajsylves  
Site Description: See Site No. 734069  
Env Problem: Not reported  
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: 6  
Sub Type: ZZZ  
Owner Name: Not reported  
Owner Company: S&W REDEVELOPMENT, LLC  
Owner Address: Not reported  
Owner Addr2: Not reported  
Owner City,St,Zip: ZZ  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Cross Ref Type: Not reported  
Record Added Date: Not reported  
Record Updated: Not reported  
Updated By: Not reported

**BROWNFIELDS:**

Name: AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE  
Address: 400-404 & 380 SPENCER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Program: BCP  
Site Code: 422266  
Acres: Not reported  
HW Code: C734088A  
SWIS: 3415  
Town: Syracuse (c)  
Record Added Date: Not reported  
Record Updated Date: Not reported  
Update By: Not reported  
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 three parcels.  
Env Problem: Not reported  
Health Problem: Not reported  
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: 12/1/2009 12:11:00 PM  
Record Upd: 10/2/2012 4:38:00 PM  
Updated By: Idennist  
Own Op: Document Repository  
Sub Type: NNN  
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 13204  
Owner Country: United States of America  
Own Op: Document Repository  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: NYSDEC  
Owner Address: 615 Erie Boulevard, West  
Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY 13204  
Owner Country: United States of America  
Own Op: Document Repository  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: NYSDEC  
Owner Address: 625 Broadway



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Owner Addr2:	Not reported
Owner City,St,Zip:	Albany, NY 12233
Owner Country:	United States of America
HW Code:	Not reported
Waste Type:	PCB aroclor 1260
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	Not reported
Waste Type:	POLYCHLORINATED BIPHENYLS (PCB)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	Not reported
Waste Type:	PCB-AROCLOR 1260
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	Not reported
Cross Ref Type Code:	2
Cross Ref Type:	HW Site ID
Record Added Date:	11/27/2009 4:28:00 PM
Record Updated:	11/27/2009 4:28:00 PM
Updated By:	MOBARRIE
Crossref ID:	v00345
Cross Ref Type Code:	4
Cross Ref Type:	VCP Site ID
Record Added Date:	11/27/2009 4:29:00 PM
Record Updated:	11/27/2009 4:29:00 PM
Updated By:	MOBARRIE
Crossref ID:	C734088
Cross Ref Type Code:	22
Cross Ref Type:	BCP Site ID
Record Added Date:	11/27/2009 4:28:00 PM
Record Updated:	11/27/2009 4:28:00 PM
Updated By:	MOBARRIE
Name:	AMERICAN BAG AND METAL COMPANY, INC.
Address:	400-404 & 380 SPENCER STREET
City,State,Zip:	SYRACUSE, NY 13204
Program:	BCP
Site Code:	58089
Acres:	2.7
HW Code:	C734088
SWIS:	3415
Town:	Syracuse (c)
Record Added Date:	02/17/2004
Record Updated Date:	03/19/2019
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

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.

Dump: False  
Structure: False  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: Not reported  
Lat/Long: Not reported  
Dell: False  
Record Add: 2/17/2004 2:15:00 PM  
Record Upd: 1/29/2009 3:00:00 PM  
Updated By: MOBARRIE  
Own Op: 1  
Sub Type: E  
Owner Name: Leonard M. Montreal  
Owner Company: Montreal Development LLC  
Owner Address: 522 Liberty Street, Suite 2  
Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY 13204  
Owner Country: United States of America  
Own Op: 6  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380-404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY 13210  
Owner Country: United States of America

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)

S107787039

Own Op: 1  
Sub Type: Not reported  
Owner Name: Cosmo Zavaglia  
Owner Company: 380 and 404 Spencer Street, LLC  
Owner Address: 102 Newbury Hallow Lane  
Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY 13210  
Owner Country: United States of America  
HW Code: Not reported  
Waste Type: 1,2-DICHLOROETHANE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: VINYL CHLORIDE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: IRON  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB-AROCOR 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: Not reported  
Waste Type: PCB aroclor 1260  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: C734088A  
Cross Ref Type Code: 22  
Cross Ref Type: BCP Site ID  
Record Added Date: 11/27/2009 4:28:00 PM  
Record Updated: 11/27/2009 4:28:00 PM  
Updated By: MOBARRIE  
Crossref ID: D7-0001-0005  
Cross Ref Type Code: 23  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 6/2/2009 9:28:00 AM  
Record Updated: 6/2/2009 9:28:00 AM  
Updated By: THKNIZEK  
Crossref ID: book of deeds 04972 page 714  
Cross Ref Type Code: 25  
Cross Ref Type: County Recording Identifier  
Record Added Date: 6/3/2009 12:14:00 PM  
Record Updated: 6/3/2009 12:14:00 PM  
Updated By: MOBARRIE  
Crossref ID: Not reported  
Cross Ref Type Code: 2  
Cross Ref Type: HW Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:19:00 PM  
Updated By: ajsylves  
Crossref ID: V00345  
Cross Ref Type Code: 4  
Cross Ref Type: VC Site ID  
Record Added Date: 2/17/2004 2:19:00 PM  
Record Updated: 2/17/2004 2:20:00 PM

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AMERICAN BAG AND METAL COMPANY, INC. OFF-SITE (Continued)**

**S107787039**

Updated By: ajsylves

**85**  
**North**  
**1/4-1/2**  
**0.322 mi.**  
**1701 ft.**

**PBS TOWING**  
**1201 N STATE STREET**  
**SYRACUSE, NY 13208**

**NY SWF/LF** **S108468266**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**407 ft.**

SWF/LF:  
Name: PBS TOWING  
Address: 1201 N STATE STREET  
City,State,Zip: SYRACUSE, NY 13208  
Flag: INACTIVE  
Region Code: 7  
Phone Number: 3155165129  
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  
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 Facility  
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  
Operator Name: Not reported  
Operator Type: Not reported  
Laste Date: Not reported

**X86**  
**West**  
**1/4-1/2**  
**0.372 mi.**  
**1965 ft.**

**SYRACUSE SUBURBAN GAS**  
**SYRACUSE SUBURBAN GAS**  
**SYRACUSE, NY**

**NY LTANKS** **S101174673**  
**N/A**

**Site 1 of 2 in cluster X**

**Relative:**  
**Lower**  
**Actual:**  
**378 ft.**

LTANKS:  
Name: SYRACUSE SUBURBAN GAS  
Address: SYRACUSE SUBURBAN GAS  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9405972 / 1994-09-19  
Facility ID: 9405972  
Site ID: 140107

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE SUBURBAN GAS (Continued)**

**S101174673**

Spill Date: 1994-08-02  
Spill Cause: Tank Failure  
Spill Source: Commercial/Industrial  
Spill Class: C3  
Cleanup Ceased: 1994-09-19  
SWIS: 3415  
Investigator: DAOUST  
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  
Meets Standard: True  
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 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"  
All Materials:  
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  
Oxygenate: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

87  
NW  
1/4-1/2  
0.372 mi.  
1966 ft.

**SUNNYDALE CORP**  
**418 SOLAR ST**  
**SYRACUSE, NY 13204**

**NY MOSF** 1000446854  
**RCRA NonGen / NLR** NYD986910719  
**NY MANIFEST**

**Relative:**  
**Lower**  
**Actual:**  
**372 ft.**

**MOSF:**  
Name: SHOTMEYER TERMINAL  
Address: 418 SOLAR STREET  
City,State,Zip: SYRACUSE, NY 13204  
Facility ID: 7-1820  
Program Type: MOSF  
Tank Status: Unregulated/Closed  
Expiration Date: Not reported  
Dec Region: 7  
UTMX: 405359.09289  
UTMY: 4768344.26550

**RCRA NonGen / NLR:**

Date form received by agency: 2007-01-01 00:00:00.0  
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  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: Not reported  
Owner/Op end date: Not reported  
Owner/operator name: SUNNYDALE CORP  
Owner/operator address: NOT REQUIRED  
NOT REQUIRED, WY 99999  
Owner/operator country: US  
Owner/operator telephone: 212-555-1212  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SUNNYDALE CORP (Continued)**

**1000446854**

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: 2006-01-01 00:00:00.0  
Site name: SUNNYDALE CORP  
Classification: Not a generator, verified

Date form received by agency: 1990-08-21 00:00:00.0  
Site name: SUNNYDALE CORP  
Classification: Not a generator, verified

Hazardous Waste Summary:

. Waste code: D001  
. Waste name: IGNITABLE WASTE

Violation Status: No violations found

NY MANIFEST:

Name: SUNNYDALE CORPORATION  
Address: 418 SOLAR ST  
City, State, Zip: SYRACUSE, NY 13204  
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  
Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYD986910719  
Mailing Name: SUNNYDALE CORPORATION

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SUNNYDALE CORP (Continued)**

**1000446854**

Mailing Contact: ROBERT SCHMITT  
Mailing Address 1: 10 THURLOW 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: 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: 09/05/1990  
Generator EPA ID: NYD986910719  
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  
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



MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**88**  
**West**  
**1/4-1/2**  
**0.373 mi.**  
**1967 ft.**

**SYRACUSE PARKS & RECREATION**  
**412 SPENCER ST**  
**SYRACUSE, NY 13204**

**NY LTANKS**    **U003313255**  
**NY UST**        **N/A**  
**NY Spills**

**Relative:**  
**Lower**  
**Actual:**  
**372 ft.**

**LTANKS:**

Name: SYRACUSE PARKS & REC  
 Address: 412 SPENCER STREET  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 8804997 / 1989-05-08  
 Facility ID: 8804997  
 Site ID: 221299  
 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  
 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  
 Meets Standard: True  
 UST Involvement: True  
 Remediation Phase: 0  
 Date Entered In Computer: 1988-09-09  
 Spill Record Last Update: 1989-05-18  
 Spiller Name: Not reported  
 Spiller Company: CITY OF SYRACUSE  
 Spiller Address: 412 SPENCER ST.  
 Spiller County: 001  
 Spiller Contact: Not reported  
 Spiller Phone: Not reported  
 Spiller Extention: 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 PREZEPIORA ONE 4000 GALLON TANK TEST FAILURE FAILURE RATE -.213GPH WILL EMPTY AND REMOVE TANK."

**All Materials:**

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  
 Oxygenate: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE PARKS & RECREATION (Continued)**

**U003313255**

UST:

Name: SYRACUSE PARKS & RECREATION  
Address: 412 SPENCER ST  
City,State,Zip: SYRACUSE, NY 13204  
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: 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  
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

Site Id: 45028  
Affiliation Type: Facility Operator  
Company Name: SYRACUSE PARKS & RECREATION  
Contact Type: Not reported  
Contact Name: SYRACUSE PARKS & RECREATION  
Address1: Not reported  
Address2: Not reported  
City: Not reported  
State: NN

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE PARKS & RECREATION (Continued)**

**U003313255**

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

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: 04/14/2017

Equipment Records:

A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**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: 04/14/2017

Equipment Records:

A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser

SPILLS:

Name: SYRACUSE PARKS & REC.  
Address: 412 SPENCER STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9108280 / 1992-02-06  
Facility ID: 9108280  
Facility Type: ER  
DER Facility ID: 105588  
Site ID: 121637  
DEC Region: 7  
Spill Cause: Housekeeping  
Spill Class: Not reported  
SWIS: 3415  
Spill Date: 1989-11-05  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE PARKS & RECREATION (Continued)**

**U003313255**

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 Company: 001  
Contact Name: Not reported  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was HW 02/06/92: 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 ORGINALLY NOTIFIED DEC."

All Materials:

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  
Oxygenate: Not reported

Name: SYRACUSE PARKS BUILDING  
Address: 412 SPENCER STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0002219 / 2001-12-31  
Facility ID: 0002219  
Facility Type: ER  
DER Facility ID: 105588  
Site ID: 221298  
DEC Region: 7  
Spill Cause: Unknown  
Spill Class: B2  
SWIS: 3415  
Spill Date: 2000-05-22  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE PARKS & RECREATION (Continued)**

**U003313255**

Spiller Name: Not reported  
Spiller Company: UNKNOWN  
Spiller Address: Not reported  
Spiller Company: 999  
Contact Name: SYRACUSE FIRE DEPT  
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."

All Materials:

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: G  
Recovered: .00  
Oxygenate: Not reported

Name: CITY PARKS AND RECREATION  
Address: 412 SPENCER STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 8907169 / 1989-11-14  
Facility ID: 8907169  
Facility Type: ER  
DER Facility ID: 105588  
Site ID: 221300  
DEC Region: 7  
Spill Cause: Housekeeping  
Spill Class: Not reported  
SWIS: 3415  
Spill Date: 1989-10-16  
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 Company: 001

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE PARKS & RECREATION (Continued)**

**U003313255**

Contact Name: Not reported  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was HW 11/15/89: VARIOUS ALGAECIDES 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: Not reported  
"REPORT THAT VARIOUS CHEMICALS WERE LEAKING AND RUNNING INTO STORM SEWER."  
All Materials:  
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  
Oxygenate: Not reported

89  
SW  
1/4-1/2  
0.380 mi.  
2005 ft.

**BIG D'S AUTO**  
**321 LEAVENWORTH AVE**  
**SYRACUSE, NY 13204**

**NY SWF/LF S113915128**  
**N/A**

Relative:  
Higher  
Actual:  
406 ft.

SWF/LF:  
Name: BIG D'S AUTO  
Address: 321 LEAVENWORTH AVE  
City,State,Zip: SYRACUSE, NY 13204  
Flag: INACTIVE  
Region Code: 7  
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 Facility  
Activity Number: [34J00]  
Active: No  
East Coordinate: 405250  
North Coordinate: 4767527  
Accuracy Code: 1 - No accuracy stated  
Regulatory Status: Not reported  
Waste Type: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**BIG D'S AUTO (Continued)**

**S113915128**

Authorization #: Not reported  
 Authorization Date: Not reported  
 Expiration Date: Not reported  
 Operator Name: Not reported  
 Operator Type: Not reported  
 Laste Date: Not reported

**X90**  
**West**  
**1/4-1/2**  
**0.391 mi.**  
**2065 ft.**

**SYRACUSE PARKS&RECREATION**  
**PARKS & REC SPENCER ST**  
**SYRACUSE, NY**

**NY LTANKS**

**S105054339**

**N/A**

**Site 2 of 2 in cluster X**

**Relative:**  
**Lower**  
**Actual:**  
**377 ft.**

**LTANKS:**  
 Name: SYRACUSE PARKS&RECREATION  
 Address: PARKS & REC SPENCER ST  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 8803250 / 1989-04-10  
 Facility ID: 8803250  
 Site ID: 286128  
 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  
 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  
 Meets Standard: True  
 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 County: 001  
 Spiller Contact: Not reported  
 Spiller Phone: Not reported  
 Spiller Extention: 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"

**All Materials:**  
 Site ID: 286128  
 Operable Unit ID: 920415  
 Operable Unit: 01  
 Material ID: 458813



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SYRACUSE PARKS&RECREATION (Continued)**

**S105054339**

Material Code: 0009  
Material Name: gasoline  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: .00  
Units: Not reported  
Recovered: .00  
Oxygenate: Not reported

**91**  
**SSW**  
**1/4-1/2**  
**0.413 mi.**  
**2180 ft.**

**AUTO FINISHERS SUPPLY CO**  
**206-208 PLUM ST**  
**SYRACUSE, NY**

**NY LTANKS** **S104277636**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**399 ft.**

**LTANKS:**  
Name: AUTO FINISHERS SUPPLY CO  
Address: 206-208 PLUM ST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9813285 / 1999-09-17  
Facility ID: 9813285  
Site ID: 116943  
Spill Date: 1999-01-29  
Spill Cause: Tank Failure  
Spill Source: Commercial/Industrial  
Spill Class: C3  
Cleanup Ceased: Not reported  
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  
Meets Standard: 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 County: 001  
Spiller Contact: Not reported  
Spiller Phone: Not reported  
Spiller Extention: Not reported  
DEC Region: 7  
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"  
All Materials:  
Site ID: 116943

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**AUTO FINISHERS SUPPLY CO (Continued)**

**S104277636**

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: G  
Recovered: .00  
Oxygenate: Not reported

92  
SSE  
1/4-1/2  
0.423 mi.  
2233 ft.

**J.P. BYRNE RETREAD SHOP**  
**238 WEST GENESEE STREET**  
**SYRACUSE, NY**

**NY LTANKS** **S106471638**  
**NY Spills** **N/A**

**Relative:**  
**Higher**  
**Actual:**  
**399 ft.**

**LTANKS:**  
Name: WALT SERVICE CENTER  
Address: 238 WEST GENESEE STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0401571 / 2009-01-06  
Facility ID: 0401571  
Site ID: 153354  
Spill Date: 2004-05-13  
Spill Cause: Tank Test Failure  
Spill Source: Commercial/Industrial  
Spill Class: C4  
Cleanup Ceased: 2004-05-21  
SWIS: 3415  
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  
Meets Standard: False  
UST Involvement: False  
Remediation Phase: 0  
Date Entered In Computer: 2004-05-13  
Spill Record Last Update: 2009-01-06  
Spiller Name: WALT DOSHNA  
Spiller Company: WALT SERVICE CENTER  
Spiller Address: 238 WEST GENESSE ST  
Spiller County: 001  
Spiller Contact: MARK KINNEY  
Spiller Phone: (315) 952-0729  
Spiller Extention: Not reported  
DEC Region: 7  
DER Facility ID: 228865  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was MN "  
Remarks: ""

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**J.P. BYRNE RETREAD SHOP (Continued)**

**S106471638**

All Materials:

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: L  
Recovered: .00  
Oxygenate: Not reported

SPILLS:

Name: J.P. BYRNE RETREAD SHOP  
Address: 238 WEST GENESEE STREET  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9414744 / 1995-02-28  
Facility ID: 9414744  
Facility Type: ER  
DER Facility ID: 228865  
Site ID: 281910  
DEC Region: 7  
Spill Cause: Deliberate  
Spill Class: D5  
SWIS: 3415  
Spill Date: 1995-02-09  
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 Company: 001  
Contact Name: Not reported  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was CM 09/28/95: This is additional information about material spilled from the translation of the old spill file: RELY A & B."  
Remarks: "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"

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

J.P. BYRNE RETREAD SHOP (Continued)

S106471638

All Materials:  
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: L  
Recovered: .00  
Oxygenate: Not reported

93  
SW  
1/4-1/2  
0.438 mi.  
2311 ft.

CREST CADILLAC  
717 WEST GENESEE STREET  
SYRACUSE, NY 13204

NY LTANKS U001848502  
NY UST N/A

Relative:  
Higher  
Actual:  
402 ft.

LTANKS:  
Name: CREST CADILLAC  
Address: 717 WEST GENESEE ST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0008831 / 2001-01-02  
Facility ID: 0008831  
Site ID: 266424  
Spill Date: 2000-08-31  
Spill Cause: Tank Failure  
Spill Source: Commercial/Industrial  
Spill Class: C3  
Cleanup Ceased: Not reported  
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  
Meets Standard: 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. GENNESSEE ST  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

CREST CADILLAC (Continued)

U001848502

Remarks: CM "  
"caller reporting a spill of gas that occurred in august. cleanup was  
performed and ready to be removed it has already been stock piled no  
callback necessary."

All Materials:

Site ID: 266424  
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: G  
Recovered: .00  
Oxygenate: Not reported

Name: CREST CADILLAC  
Address: 717 WEST GENESEE ST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 8800569 / 1988-04-26  
Facility ID: 8800569  
Site ID: 251438  
Spill Date: 1988-04-18  
Spill Cause: Tank Test Failure  
Spill Source: Commercial/Industrial  
Spill Class: Not reported  
Cleanup Ceased: 1988-04-26  
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  
Meets Standard: True  
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 County: 001  
Spiller Contact: Not reported  
Spiller Phone: Not reported  
Spiller Extention: 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 .

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CREST CADILLAC (Continued)**

**U001848502**

PETROTITE . WILL PUMP AND PULL TANK TOMORROW."

All Materials:

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  
Oxygenate: Not reported

Name: CREST CADILLAC  
Address: 717 WEST GENESEE ST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 9507927 / 1995-12-31  
Facility ID: 9507927  
Site ID: 251439  
Spill Date: 1995-09-27  
Spill Cause: Tank Failure  
Spill Source: Commercial/Industrial  
Spill Class: D5  
Cleanup Ceased: Not reported  
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  
Meets Standard: 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 County: 001  
Spiller Contact: Not reported  
Spiller Phone: Not reported  
Spiller Extention: 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."

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CREST CADILLAC (Continued)**

**U001848502**

All Materials:

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: G  
Recovered: .00  
Oxygenate: Not reported

UST:

Name: CREST CADILLAC  
Address: 717 WEST GENESEE STREET  
City,State,Zip: SYRACUSE, NY 13204-0004  
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  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CREST CADILLAC (Continued)**

**U001848502**

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: Facility 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  
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



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CREST CADILLAC (Continued)**

**U001848502**

Next Test Date: Not reported  
Pipe Model: Not reported  
Modified By: TRANSLAT  
Last Modified: 04/14/2017

Equipment Records:

G00 - Tank Secondary Containment - None  
B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
H00 - Tank Leak Detection - None  
I00 - Overfill - None

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: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
G00 - Tank Secondary Containment - None

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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CREST CADILLAC (Continued)**

**U001848502**

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: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None  
C00 - Pipe Location - No Piping  
F00 - Pipe External Protection - None  
H00 - Tank Leak Detection - None  
I00 - Overfill - None  
A00 - Tank Internal Protection - None  
D01 - Pipe Type - Steel/Carbon Steel/Iron  
G00 - Tank Secondary Containment - None  
J02 - Dispenser - Suction Dispenser

**Y94**  
**ENE**  
**1/4-1/2**  
**0.438 mi.**  
**2313 ft.**

**OTISCA OIL**  
**900 NORTH MCBRIDE STREET**  
**SYRACUSE, NY 13208**

**SEMS 1010782274**  
**NYN000206223**

**Site 1 of 2 in cluster Y**

**Relative:**  
**Higher**  
**Actual:**  
**449 ft.**

SEMS:  
Site ID: 0206223  
EPA ID: NYN000206223  
Name: OTISCA OIL  
Address: 900 NORTH MCBRIDE STREET  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13208  
Cong District: 25  
FIPS Code: 36067  
Latitude: Not reported  
Longitude: Not reported  
FF: N  
NPL: Not on the NPL  
Non NPL Status: Removal Only Site (No Site Assessment Work Needed)

SEMS Detail:  
Region: 02  
Site ID: 0206223  
EPA ID: NYN000206223  
Site Name: OTISCA OIL  
NPL: N  
FF: N  
OU: 00  
Action Code: RS  
Action Name: RV ASSESS  
SEQ: 1  
Start Date: Not reported  
Finish Date: 7/2/2008 5:00:00 AM  
Qual: Not reported  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0206223

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**OTISCA OIL (Continued)**

**1010782274**

EPA ID: NYN000206223  
 Site Name: OTISCA OIL  
 NPL: N  
 FF: N  
 OU: 00  
 Action Code: RV  
 Action Name: RMVL  
 SEQ: 1  
 Start Date: 2008-04-01 04:00:00  
 Finish Date: 9/17/2008 4:00:00 AM  
 Qual: S  
 Current Action Lead: EPA Perf

Region: 02  
 Site ID: 0206223  
 EPA ID: NYN000206223  
 Site Name: OTISCA OIL  
 NPL: N  
 FF: N  
 OU: 00  
 Action Code: PJ  
 Action Name: RP EM REM  
 SEQ: 1  
 Start Date: 2008-04-01 04:00:00  
 Finish Date: 4/4/2008 4:00:00 AM  
 Qual: S  
 Current Action Lead: EPA Ovrsght

**Y95**  
**ENE**  
**1/4-1/2**  
**0.454 mi.**  
**2396 ft.**

**OTISCA BUILDING**  
**900 NORTH MCBRIDE STREET (& BUTTERNUT)**  
**SYRACUSE, NY 13208**

**NY ERP S109059093**  
**N/A**

**Site 2 of 2 in cluster Y**

**Relative:**  
**Higher**  
**Actual:**  
**451 ft.**

ERP:  
 Name: OTISCA BUILDING  
 Address: 900 NORTH MCBRIDE STREET (& BUTTERNUT)  
 City,State,Zip: SYRACUSE, NY 13208  
 Site Code: 375836  
 Program: ERP  
 HW Code: E734109  
 Site Class: Not reported  
 Class N: Not reported  
 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";

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**OTISCA BUILDING (Continued)**

**S109059093**

Env Problem: 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

Health 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

**96**  
**ESE**  
**1/4-1/2**  
**0.456 mi.**  
**2410 ft.**

**ST. JOSEPH HOSPITAL**  
**110 UNION AVENUE**  
**SYRACUSE, NY**

**NY LTANKS**    **S100129603**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**454 ft.**

LTANKS:  
 Name: ST. JOSEPH HOSPITAL  
 Address: 110 UNION AVENUE  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 8708111 / 1989-07-10  
 Facility ID: 8708111  
 Site ID: 143447  
 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  
 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  
 Meets Standard: True  
 UST Involvement: False

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**ST. JOSEPH HOSPITAL (Continued)**

**S100129603**

Remediation Phase: 0  
 Date Entered In Computer: 1988-01-05  
 Spill Record Last Update: 1989-07-10  
 Spiller Name: Not reported  
 Spiller Company: ST. JOSEPH HOSPITAL  
 Spiller Address: PROSPECT ST.  
 Spiller County: 001  
 Spiller Contact: Not reported  
 Spiller Phone: Not reported  
 Spiller Extention: 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 THAN10 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"

All Materials:  
 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  
 Recovered: .00  
 Oxygenate: Not reported

**Z97**  
**South**  
**1/4-1/2**  
**0.459 mi.**  
**2424 ft.**

**NAT GRID**  
**300 ERIE BLVD WEST**  
**SYRACUSE, NY 13204**  
**Site 1 of 2 in cluster Z**

**NY SHWS S111065346**  
**NY LTANKS N/A**  
**NY Spills**

**Relative:**  
**Higher**  
**Actual:**  
**400 ft.**

SHWS:  
 Name: NM - SYRACUSE ERIE BLVD. MGP  
 Address: 300 ERIE BLVD WEST  
 City,State,Zip: SYRACUSE, NY  
 Program: HW  
 Site Code: 56354  
 Classification: Not reported  
 Region: 7  
 Acres: Not reported  
 HW Code: 734060  
 Record Add: 11/18/1999  
 Record Upd: 04/18/2019  
 Updated By: AMOMOROG  
 Site Description: Location: The NM-Erie Boulevard MGP Site is located at 300 Erie Boulevard West, in downtown Syracuse. The site is bounded by West

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

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 immediate surrounding area is zoned for commercial use. Past Use of the Site: The prior uses of the site include three mills (a salt mill, a saw mill, a linseed oil mill) and a tannery. The first manufactured gas plant (MGP) was constructed in 1849 and operated until the 1930s. 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. SVOCs of concern are the polycyclic aromatic hydrocarbons (PAHs). The inorganic contaminant of concern is cyanide in the form of iron-cyanide salts. Groundwater: The primary contaminants of concern related to MGP processes are BTEX and PAHs. 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. Soil Vapor: As part of the Supplemental Remedial Investigation field investigations, soil vapor samples were collected from 30 sampling locations onsite.

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

NAT GRID (Continued)

S111065346

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. 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 (1 ppb or less). SVOCs were identified upstream, adjacent to, and downstream of the site. The presence of PAHs in sediment samples upstream of the site and the heavily urbanized nature of the surrounding area indicated that there are current sources of PAHs impacting the creek sediments that are unrelated to the site. Cyanide compounds were not identified in any of the sediment samples. Certain metals and pesticides were detected in the sediment samples, but are unrelated to the site.

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  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 1/5/2015 3:51:00 PM  
Updated By: ALKARWIE  
Own Op: 1  
Sub Type: E  
Owner Name: Steve Beam  
Owner Company: Niagara Mohawk Power Corporation, doing business as National Grid  
Owner Address: 300 Erie Blvd. West

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY 13202  
Owner Country: United States of America  
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: Document Repository  
Sub Type: NNN  
Owner Name: Stephanie Webb  
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: UNKNOWN  
Waste Code: Not reported  
HW Code: 734060  
Waste Type: NAPHTHALENE  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734060  
Waste Type: benzene, toluene, ethylbenzene and xylenes (BTEX)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: A4-0473-0000  
Cross Ref Type Code: 26  
Cross Ref Type: Agreement/Consent Order Date  
Record Added Date: 1/12/2018 9:16:00 AM  
Record Updated: 1/12/2018 9:18:00 AM  
Updated By: JTSPELLM

**LTANKS:**

Name: NIMOSYR  
Address: 300 ERIE BLVD WEST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 8710546 / 1988-05-20  
Facility ID: 8710546  
Site ID: 150027  
Spill Date: 1988-03-17  
Spill Cause: Tank Test Failure  
Spill Source: Commercial/Industrial  
Spill Class: Not reported  
Cleanup Ceased: 1988-05-20  
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



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

Last Inspection: Not reported  
Recommended Penalty: False  
Meets Standard: True  
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 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

Remarks: "2000 GAL TANK SYATEM FAILED PETROTITE 2.0 GPH\_\_\_\_ CLEMENT."

All Materials:

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  
Quantity: .00  
Units: Not reported  
Recovered: .00  
Oxygenate: Not reported

SPILLS:

Name: NATIONAL GRID MAIN OFFICE  
Address: 300 ERIE BLVD WEST  
City,State,Zip: SYRACUSE, NY 13202  
Spill Number/Closed Date: 1011328 / 2011-02-11  
Facility ID: 1011328  
Facility Type: ER  
DER Facility ID: 45158  
Site ID: 445184  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: E5  
SWIS: 3415  
Spill Date: 2011-02-11  
Investigator: menash  
Referred To: Not reported  
Reported to Dept: 2011-02-11

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

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: 2011-02-11  
Spill Record Last Update: 2011-02-11  
Spiller Name: Not reported  
Spiller Company: NATIONAL GRID  
Spiller Address: Not reported  
Spiller Company: 999  
Contact Name: BOB CAZZOLLI  
DEC Memo: "Turned over to Air Quality 2/11/11"  
Remarks: "repair done - in B Bldg -"

All Materials:

Site ID: 445184  
Operable Unit ID: 1195409  
Operable Unit: 01  
Material ID: 2191547  
Material Code: 1581A  
Material Name: refrigerant  
Case No.: Not reported  
Material FA: Other  
Quantity: 58.00  
Units: L  
Recovered: Not reported  
Oxygenate: Not reported

Name: NAT GRID OFFICE / D BLD  
Address: 300 ERIE BLVD WEST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 1012998 / 2011-03-30  
Facility ID: 1012998  
Facility Type: ER  
DER Facility ID: 327390  
Site ID: 447299  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: E5  
SWIS: 3415  
Spill Date: 2011-03-30  
Investigator: MJROMOCK  
Referred To: Not reported  
Reported to Dept: 2011-03-30  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

Recommended Penalty: Not reported  
UST Trust: False  
Remediation Phase: 0  
Date Entered In Computer: 2011-03-30  
Spill Record Last Update: 2011-03-30  
Spiller Name: BOB CAZZOLI  
Spiller Company: NAT GRID OFFICE / D BLD  
Spiller Address: 300 ERIE BLVD WEST  
Spiller Company: 999  
Contact Name: BOB CAZZOLI  
DEC Memo: "3/30/11 Referred to NYSDEC Division of Air Resources."  
Remarks: "leak on fitting, repair pending"

All Materials:

Site ID: 447299  
Operable Unit ID: 1197442  
Operable Unit: 01  
Material ID: 2193758  
Material Code: 1581A  
Material Name: refrigerant  
Case No.: Not reported  
Material FA: Other  
Quantity: 2.00  
Units: G  
Recovered: .00  
Oxygenate: Not reported

Name: STREETSIDE  
Address: 300 ERIE BLVD WEST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 1103514 / 2011-06-29  
Facility ID: 1103514  
Facility Type: ER  
DER Facility ID: 327390  
Site ID: 451079  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: D4  
SWIS: 3415  
Spill Date: 2011-06-28  
Investigator: DJLASALL  
Referred To: Not reported  
Reported to Dept: 2011-06-28  
CID: Not reported  
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: Not reported  
UST Trust: False  
Remediation Phase: 0  
Date Entered In Computer: 2011-06-28  
Spill Record Last Update: 2011-06-29  
Spiller Name: NATIONAL GRID  
Spiller Company: NATIONAL GRID

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

Spiller Address: 300 ERIE BLVD WEST  
Spiller Company: 999  
Contact Name: NATIONAL GRID  
DEC Memo: ""  
Remarks: "Leaked from NG vehicel onto blacktop parking lot. Cleanup by Op-tech already."

All Materials:  
Site ID: 451079  
Operable Unit ID: 1201280  
Operable Unit: 01  
Material ID: 2197797  
Material Code: 0015  
Material Name: motor oil  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: 1.00  
Units: G  
Recovered: Not reported  
Oxygenate: Not reported

Name: AC UNIT - NATIONAL GRID BLDG  
Address: 300 ERIE BLVD WEST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 1105869 / 2011-08-24  
Facility ID: 1105869  
Facility Type: ER  
DER Facility ID: 327390  
Site ID: 453537  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: E5  
SWIS: 3415  
Spill Date: 2011-08-23  
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 Company: 999  
Contact Name: SUE SWANSON  
DEC Memo: ""  
Remarks: "R-22. Unit repaired and recharged."

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

All Materials:

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: L  
Recovered: Not reported  
Oxygenate: Not reported

Name: SYRACUSE OFFICE  
Address: 300 ERIE BLVD WEST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0612888 / 2007-07-03  
Facility ID: 0612888  
Facility Type: ER  
DER Facility ID: 327390  
Site ID: 377833  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: D4  
SWIS: 3415  
Spill Date: 2007-03-01  
Investigator: hdwarner  
Referred To: Not reported  
Reported to Dept: 2007-03-01  
CID: 444  
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: 2007-03-01  
Spill Record Last Update: 2007-07-03  
Spiller Name: BOB CAZZOLLI  
Spiller Company: SYRACUSE OFFICE  
Spiller Address: 300 ERIE BLVD WEST  
Spiller Company: 001  
Contact Name: BOB CAZZOLLI  
DEC Memo: ""  
Remarks: "LEAKER ON A CHILLER SYSTEM : CONTAINED ON FLORR AND ISOLATED DRAIN:  
CREW ONM SITE"

All Materials:

Site ID: 377833  
Operable Unit ID: 1135351  
Operable Unit: 01  
Material ID: 2125250

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

Material Code: 0013  
Material Name: lube oil  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: 1.00  
Units: G  
Recovered: .00  
Oxygenate: Not reported

Name: NAT GRID OFFICE BLD  
Address: 300 ERIE BLVD WEST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 1113675 / 2012-03-07  
Facility ID: 1113675  
Facility Type: ER  
DER Facility ID: 327390  
Site ID: 461682  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: D3  
SWIS: 3415  
Spill Date: 2012-03-07  
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 Company: 999  
Contact Name: SUE SWANSON  
DEC Memo: "Referred to Air"  
Remarks: "Taking out of service. repair pending"

All Materials:  
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: L  
Recovered: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

Oxygenate: Not reported

Name: NATIONAL GRID OFFICE COMPLEX  
Address: 300 ERIE BLVD WEST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 1113268 / 2012-02-24  
Facility ID: 1113268  
Facility Type: ER  
DER Facility ID: 327390  
Site ID: 461249  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: E5  
SWIS: 3415  
Spill Date: 2012-02-22  
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 Company: 999  
Contact Name: SUE SWANSON  
DEC Memo: ""  
Remarks: "repair starting -"

All Materials:  
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: L  
Recovered: Not reported  
Oxygenate: Not reported

Name: NAT GRID  
Address: 300 ERIE BLVD WEST  
City,State,Zip: SYRACUSE, NY 13204  
Spill Number/Closed Date: 1110921 / 2011-12-09

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

Facility ID: 1110921  
Facility Type: ER  
DER Facility ID: 346519  
Site ID: 458784  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: D4  
SWIS: 3415  
Spill Date: 2011-12-08  
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 Company: 999  
Contact Name: SUE SWANSON  
DEC Memo: "referred to NYSDEC Division of Air Quality."  
Remarks: "equip out of service"

All Materials:

Site ID: 458784  
Operable Unit ID: 1208899  
Operable Unit: 01  
Material ID: 2206253  
Material Code: 1581A  
Material Name: refrigerant  
Case No.: Not reported  
Material FA: Other  
Quantity: 175.00  
Units: L  
Recovered: Not reported  
Oxygenate: Not reported

Name: NATIONAL GRID  
Address: 300 ERIE BLVD WEST  
City,State,Zip: SYRACUSE, NY 13204  
Spill Number/Closed Date: 0801186 / 2008-04-30  
Facility ID: 0801186  
Facility Type: ER  
DER Facility ID: 346519  
Site ID: 397071  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: D4



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

SWIS: 3415  
Spill Date: 2007-07-30  
Investigator: KCKEMP  
Referred To: DAR  
Reported to Dept: 2008-04-29  
CID: 404  
Water Affected: Not reported  
Spill Source: Commercial/Industrial  
Spill Notifier: Other  
Cleanup Ceased: 2008-04-30  
Cleanup Meets Std: False  
Last Inspection: Not reported  
Recommended Penalty: False  
UST Trust: Not reported  
Remediation Phase: 0  
Date Entered In Computer: 2008-04-29  
Spill Record Last Update: 2008-04-30  
Spiller Name: SUE SWANSON  
Spiller Company: NATIONAL GRID  
Spiller Address: 300 ERIE BLVD WEST  
Spiller Company: 001  
Contact Name: SUE SWANSON  
DEC Memo: ""  
Remarks: "r22; equipment failure; spoke to Kevin Kemp of Reg 7"

All Materials:

Site ID: 397071  
Operable Unit ID: 1154031  
Operable Unit: 01  
Material ID: 2144817  
Material Code: 1581A  
Material Name: refrigerant  
Case No.: Not reported  
Material FA: Other  
Quantity: 2.00  
Units: L  
Recovered: .00  
Oxygenate: Not reported

Name: NATIONAL GRID  
Address: 300 ERIE BLVD WEST  
City,State,Zip: SYRACUSE, NY 13204  
Spill Number/Closed Date: 0801187 / 2008-04-30  
Facility ID: 0801187  
Facility Type: ER  
DER Facility ID: 346519  
Site ID: 397072  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: D4  
SWIS: 3415  
Spill Date: 2007-11-12  
Investigator: KCKEMP  
Referred To: DAR  
Reported to Dept: 2008-04-29  
CID: 404  
Water Affected: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

Spill Source: Commercial/Industrial  
Spill Notifier: Other  
Cleanup Ceased: 2008-04-30  
Cleanup Meets Std: False  
Last Inspection: Not reported  
Recommended Penalty: False  
UST Trust: Not reported  
Remediation Phase: 0  
Date Entered In Computer: 2008-04-29  
Spill Record Last Update: 2008-04-30  
Spiller Name: SUE SWANSON  
Spiller Company: NATIONALGRID  
Spiller Address: 300 ERIE BLVD WEST  
Spiller Company: 001  
Contact Name: SUE SWANSON  
DEC Memo: ""  
Remarks: "28 ounces released of r22; spoke to Kevin Kemp region 7; equipment failure"

All Materials:

Site ID: 397072  
Operable Unit ID: 1154032  
Operable Unit: 01  
Material ID: 2144818  
Material Code: 1581A  
Material Name: refrigerant  
Case No.: Not reported  
Material FA: Other  
Quantity: .00  
Units: G  
Recovered: .00  
Oxygenate: Not reported

Name: OFFICE BUILDING  
Address: 300 ERIE BLVD WEST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0906221 / 2009-08-28  
Facility ID: 0906221  
Facility Type: ER  
DER Facility ID: 327390  
Site ID: 418545  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: C4  
SWIS: 3415  
Spill Date: 2009-08-28  
Investigator: MJROMOCK  
Referred To: Not reported  
Reported to Dept: 2009-08-28  
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: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NAT GRID (Continued)**

**S111065346**

UST Trust: False  
Remediation Phase: 0  
Date Entered In Computer: 2009-08-28  
Spill Record Last Update: 2009-08-28  
Spiller Name: SUE SWANSON  
Spiller Company: NAT GRID  
Spiller Address: Not reported  
Spiller Company: 999  
Contact Name: CALLER  
DEC Memo: "refrred to NYSDEC Division of Air Resources."  
Remarks: "Released to atmosphere."

All Materials:

Site ID: 418545  
Operable Unit ID: 1174707  
Operable Unit: 01  
Material ID: 2167094  
Material Code: 0050A  
Material Name: freon  
Case No.: Not reported  
Material FA: Other  
Quantity: 35.00  
Units: L  
Recovered: Not reported  
Oxygenate: Not reported

[Click this hyperlink](#) while viewing on your computer to access 6 additional NY SPILL: record(s) in the EDR Site Report.

**Z98**  
**South**  
**1/4-1/2**  
**0.459 mi.**  
**2424 ft.**

**NIMO, SYRACUSE (ERIE)**  
**300 ERIE BLVD**  
**SYRACUSE, NY 13202**  
**Site 2 of 2 in cluster Z**

**NY Spills S108146975**  
**NY HSWDS N/A**

**Relative:**  
**Higher**  
**Actual:**  
**400 ft.**

**SPILLS:**  
Name: NATIONAL GRID AT 300 ERIE BLVD  
Address: 300 ERIE BLVD  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 1704130 / 2017-09-26  
Facility ID: 1704130  
Facility Type: ER  
DER Facility ID: 508921  
Site ID: 555349  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: D4  
SWIS: 3415  
Spill Date: 2017-07-27  
Investigator: CXROSSI  
Referred To: Not reported  
Reported to Dept: 2017-07-27  
CID: Not reported  
Water Affected: Not reported  
Spill Source: Passenger Vehicle  
Spill Notifier: Other  
Cleanup Ceased: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NIMO, SYRACUSE (ERIE) (Continued)**

**S108146975**

Cleanup Meets Std: True  
Last Inspection: Not reported  
Recommended Penalty: False  
UST Trust: False  
Remediation Phase: 0  
Date Entered In Computer: 2017-07-27  
Spill Record Last Update: 2017-09-26  
Spiller Name: Not reported  
Spiller Company: NATIONAL GRID  
Spiller Address: Not reported  
Spiller Company: 999  
Contact Name: MIKE LOPERFIDO  
DEC Memo: "NRC responded and cleaned up. report received."  
Remarks: "spill is contained and clean up is pending"

All Materials:

Site ID: 555349  
Operable Unit ID: 1303390  
Operable Unit: 01  
Material ID: 2309953  
Material Code: 0021  
Material Name: transmission fluid  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: .25  
Units: Not reported  
Recovered: .25  
Oxygenate: Not reported

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: 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  
Quadrangle: Unknown  
Latitude: Unknown  
Longitude: Unknown  
Acres: 0.00  
Operator Date: 1849  
Close Date: 1932  
Completed: Unknown  
Active: No

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NIMO, SYRACUSE (ERIE) (Continued)**

**S108146975**

PCB's Disposed:	Unknown
Pesticides Disposed:	Unknown
Metals Disposed:	Unknown
Asbestos Disposed:	Unknown
Volatile Organic Compounds Disposed:	Unknown
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

MAP FINDINGS

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number
--	------	-------------	--------------------------------

<b>99</b> South 1/4-1/2 0.468 mi. 2472 ft.	<b>NIMO - SYRACUSE - ERIE MGP</b> 300 ERIC BLVD WEST SYRACUSE, NY 13202	<b>EDR MGP</b>	<b>1008408047</b> N/A
<b>Relative:</b> Higher	Manufactured Gas Plants: No additional information available		
<b>Actual:</b> 400 ft.			

<b>100</b> SW 1/4-1/2 0.471 mi. 2487 ft.	<b>INFINITY OF SYRACUSE</b> 736 WEST GENESSE ST SYRACUSE, NY	<b>NY LTANKS</b> NY Spills	<b>S106006438</b> N/A																																																																												
<b>Relative:</b> Higher	LTANKS:																																																																														
<b>Actual:</b> 400 ft.	<table border="0" style="width: 100%;"> <tr><td style="width: 30%;">Name:</td><td>FORMER BOB TURNER OLDS</td></tr> <tr><td>Address:</td><td>736 WEST GENESSE ST</td></tr> <tr><td>City,State,Zip:</td><td>SYRACUSE, NY</td></tr> <tr><td>Spill Number/Closed Date:</td><td>8905600 / 1990-01-24</td></tr> <tr><td>Facility ID:</td><td>8905600</td></tr> <tr><td>Site ID:</td><td>200929</td></tr> <tr><td>Spill Date:</td><td>1989-09-07</td></tr> <tr><td>Spill Cause:</td><td>Tank Failure</td></tr> <tr><td>Spill Source:</td><td>Commercial/Industrial</td></tr> <tr><td>Spill Class:</td><td>Not reported</td></tr> <tr><td>Cleanup Ceased:</td><td>1990-01-24</td></tr> <tr><td>SWIS:</td><td>3415</td></tr> <tr><td>Investigator:</td><td>GREGG</td></tr> <tr><td>Referred To:</td><td>Not reported</td></tr> <tr><td>Reported to Dept:</td><td>1989-09-07</td></tr> <tr><td>CID:</td><td>Not reported</td></tr> <tr><td>Water Affected:</td><td>Not reported</td></tr> <tr><td>Spill Notifier:</td><td>Other</td></tr> <tr><td>Last Inspection:</td><td>Not reported</td></tr> <tr><td>Recommended Penalty:</td><td>False</td></tr> <tr><td>Meets Standard:</td><td>False</td></tr> <tr><td>UST Involvement:</td><td>True</td></tr> <tr><td>Remediation Phase:</td><td>0</td></tr> <tr><td>Date Entered In Computer:</td><td>1989-09-09</td></tr> <tr><td>Spill Record Last Update:</td><td>1996-01-03</td></tr> <tr><td>Spiller Name:</td><td>Not reported</td></tr> <tr><td>Spiller Company:</td><td>FORMER BOB TURNER OLDS</td></tr> <tr><td>Spiller Address:</td><td>736 W GENESEE ST</td></tr> <tr><td>Spiller County:</td><td>001</td></tr> <tr><td>Spiller Contact:</td><td>Not reported</td></tr> <tr><td>Spiller Phone:</td><td>Not reported</td></tr> <tr><td>Spiller Extention:</td><td>Not reported</td></tr> <tr><td>DEC Region:</td><td>7</td></tr> <tr><td>DER Facility ID:</td><td>101977</td></tr> <tr><td>DEC Memo:</td><td>"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG "</td></tr> <tr><td>Remarks:</td><td>"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."</td></tr> <tr><td>All Materials:</td><td></td></tr> <tr><td>Site ID:</td><td>200929</td></tr> </table>			Name:	FORMER BOB TURNER OLDS	Address:	736 WEST GENESSE ST	City,State,Zip:	SYRACUSE, NY	Spill Number/Closed Date:	8905600 / 1990-01-24	Facility ID:	8905600	Site ID:	200929	Spill Date:	1989-09-07	Spill Cause:	Tank Failure	Spill Source:	Commercial/Industrial	Spill Class:	Not reported	Cleanup Ceased:	1990-01-24	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	Meets Standard:	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 County:	001	Spiller Contact:	Not reported	Spiller Phone:	Not reported	Spiller Extention:	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."	All Materials:		Site ID:	200929
Name:	FORMER BOB TURNER OLDS																																																																														
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All Materials:																																																																															
Site ID:	200929																																																																														

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**INFINITY OF SYRACUSE (Continued)**

**S106006438**

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: L  
Recovered: .00  
Oxygenate: Not reported

**SPILLS:**

Name: INFINITY OF SYRACUSE  
Address: 736 WEST GENESSE ST  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0204932 / 2003-10-31  
Facility ID: 0204932  
Facility Type: ER  
DER Facility ID: 101977  
Site ID: 117219  
DEC Region: 7  
Spill Cause: Equipment Failure  
Spill Class: C3  
SWIS: 3415  
Spill Date: 2002-08-09  
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  
Spill Record Last Update: 2003-10-31  
Spiller Name: Not reported  
Spiller Company: SAME  
Spiller Address: Not reported  
Spiller Company: 999  
Contact Name: ARTHUR BIGSBY  
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was CM fUTURE WORK MAY BE REQUIRED, REPORT DUE"  
Remarks: "subsurface investigation...abandon hyd lifts."

**All TTF:**

Facility ID: 0204932  
Spill Number: 0204932  
Spill Tank Test: 1527369  
Site ID: 117219  
Tank Number: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**INFINITY OF SYRACUSE (Continued)**

**S106006438**

Tank Size: 0  
 Material: 0010A  
 EPA UST: Not reported  
 UST: Not reported  
 Cause: Not reported  
 Source: Not reported  
 Test Method: 00  
 Test Method 2: Unknown  
 Leak Rate: .00  
 Gross Fail: Not reported  
 Modified By: Spills  
 Last Modified Date: Not reported

All Materials:

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: G  
 Recovered: .00  
 Oxygenate: Not reported

**101  
 WSW  
 1/4-1/2  
 0.478 mi.  
 2525 ft.**

**FORMER DOT  
 VAN RESSELAER STREET  
 SYRACUSE, NY**

**NY LTANKS S102619435  
 N/A**

**Relative:  
 Higher  
 Actual:  
 402 ft.**

LTANKS:  
 Name: FORMER DOT  
 Address: VAN RESSELAER STREET  
 City,State,Zip: SYRACUSE, NY  
 Spill Number/Closed Date: 9703337 / 2002-08-06  
 Facility ID: 9703337  
 Site ID: 175481  
 Spill Date: 1997-06-17  
 Spill Cause: Tank Failure  
 Spill Source: Unknown  
 Spill Class: C3  
 Cleanup Ceased: Not reported  
 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  
 Recommended Penalty: False  
 Meets Standard: False  
 UST Involvement: False



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FORMER DOT (Continued)**

**S102619435**

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 County: 001  
Spiller Contact: MIKE HOLLIDAY  
Spiller Phone: Not reported  
Spiller Extention: 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 REPR  
T SUBMITTED"  
Remarks: "DEC ALREADY ON SCENE FOR ADVISEMENT"

102  
ESE  
1/4-1/2  
0.481 mi.  
2541 ft.

**ST JOSEPHS HOSP HEALTH  
201 PROSPECT AVE  
SYRACUSE, NY**

**NY LTANKS S105999915  
N/A**

**Relative:  
Higher  
Actual:  
454 ft.**

LTANKS:  
Name: ST JOSEPHS HOSP HEALTH  
Address: 201 PROSPECT AVE  
City,State,Zip: SYRACUSE, NY  
Spill Number/Closed Date: 0306359 / 2003-11-03  
Facility ID: 0306359  
Site ID: 320693  
Spill Date: 2003-09-12  
Spill Cause: Tank Overfill  
Spill Source: Institutional, Educational, Gov., Other  
Spill Class: C3  
Cleanup Ceased: Not reported  
SWIS: 3415  
Investigator: CFMANNES  
Referred To: Not reported  
Reported to Dept: 2003-09-16  
CID: 252  
Water Affected: Not reported  
Spill Notifier: Other  
Last Inspection: Not reported  
Recommended Penalty: False  
Meets Standard: False  
UST Involvement: False  
Remediation Phase: 0  
Date Entered In Computer: 2003-09-16  
Spill Record Last Update: 2003-11-05  
Spiller Name: JOHN MURRAY  
Spiller Company: HUEBER CONSTRUCTION CO  
Spiller Address: 201 PROSPECT AVE  
Spiller County: 001  
Spiller Contact: JOHN MURRAY  
Spiller Phone: (215) 448-6514  
Spiller Extention: Not reported  
DEC Region: 7  
DER Facility ID: 258367

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ST JOSEPHS HOSP HEALTH (Continued)**

**S105999915**

DEC Memo: "Prior to Sept, 2004 data translation this spill Lead\_DEC Field was  
CM "

Remarks: "ENVIRONMENTAL CO RESPONDED FOR CLEANUP-TRIPLE A WILL DISPOSE OF  
CONTAMINATED SOIL."

All Materials:

Site ID: 320693  
Operable Unit ID: 872918  
Operable Unit: 01  
Material ID: 503589  
Material Code: 0008  
Material Name: diesel  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: 15.00  
Units: G  
Recovered: 15.00  
Oxygenate: Not reported

103  
ESE  
1/4-1/2  
0.496 mi.  
2619 ft.

**FORMER LEEDS BUILDING  
407-409 HICKORY STREET  
SYRACUSE, NY 13203**

**NY LTANKS S106704127  
NY BROWNFIELDS N/A**

**Relative:  
Higher  
Actual:  
449 ft.**

LTANKS:  
Name: FORMER LEEDS BUILDING  
Address: 407-409 HICKORY STREET  
City,State,Zip: SYRACUSE, NY 13203  
Spill Number/Closed Date: 0550311 / 2005-09-13  
Facility ID: 0550311  
Site ID: 346349  
Spill Date: 2005-05-03  
Spill Cause: Tank Failure  
Spill Source: Institutional, Educational, Gov., Other  
Spill Class: C3  
Cleanup Ceased: Not reported  
SWIS: 3415  
Investigator: CFMANNES  
Referred To: Not reported  
Reported to Dept: 2005-05-03  
CID: Not reported  
Water Affected: Not reported  
Spill Notifier: Other  
Last Inspection: Not reported  
Recommended Penalty: Not reported  
Meets Standard: False  
UST Involvement: Not reported  
Remediation Phase: 0  
Date Entered In Computer: 2005-05-20  
Spill Record Last Update: 2005-09-16  
Spiller Name: Not reported  
Spiller Company: ST. JOSEPH'S HOSPITAL  
Spiller Address: 301 PROSPECT AVE  
Spiller County: 001  
Spiller Contact: DOUG ZAMELIS  
Spiller Phone: (315) 42-21391

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FORMER LEEDS BUILDING (Continued)**

**S106704127**

Spiller Extention: Not reported  
DEC Region: 7  
DER Facility ID: 58039  
DEC Memo: "See caller remarks, DEC on site for tank removal, 60-80yds(80-100tons) removed"  
Remarks: "A pre-planned/scheduled UST tank removal. May or may not be in DEC BCP Program. Tank was previously closed in place in Summer 1999, spill no. 9904494. St.Joe's is constructing a new Medical office complex. In process tank and former building requires removal. Excavation revealed soil contamination as well as several holes in the former ust."

All TTF:

Facility ID: 0550311  
Spill Number: 0550311  
Spill Tank Test: 1548930  
Site ID: 346349  
Tank Number: Not reported  
Tank Size: 1000  
Material: 0001  
EPA UST: Not reported  
UST: Not reported  
Cause: Not reported  
Source: Not reported  
Test Method: NN  
Test Method 2: Testing Not Required  
Leak Rate: Not reported  
Gross Fail: F  
Modified By: CFMANNES  
Last Modified Date: Not reported

All Materials:

Site ID: 346349  
Operable Unit ID: 1104078  
Operable Unit: 01  
Material ID: 584285  
Material Code: 0001A  
Material Name: #2 fuel oil  
Case No.: Not reported  
Material FA: Petroleum  
Quantity: Not reported  
Units: G  
Recovered: Not reported  
Oxygenate: False

BROWNFIELDS:

Name: LEEDS BUILDING PROPERTY  
Address: 407-409 HICKORY STREET  
City,State,Zip: SYRACUSE, NY 13203  
Program: BCP  
Site Code: 59138  
Acres: 1.22  
HW Code: C734101  
SWIS: 3415  
Town: Syracuse (c)  
Record Added Date: 09/15/2004

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FORMER LEEDS BUILDING (Continued)**

**S106704127**

Record Updated Date:	04/10/2008
Update By:	SRHEIGEL
Site Description:	Also a Spill Site #99-04494 The Leeds Building site is located in an urban portion of Onondaga County located at 407-409 Hickory Street within the City of Syracuse. The areas surrounding the subject site are a mix of light industrial, commercial, residential and medical-institutional uses. The site encompasses 1.33 acres, that consists of ten parcels; nine parcels totaling 1.22 acres currently owned by St. Joseph's Center and the tenth (0.11 acres) owned by St. Joseph's Hospital. Currently, the nine parcels are primarily used for parking lots for St. Joseph's Hospital School of Nursing and related activities. The tenth parcel, the location of the Leeds Building is currently used as records storage for the hospital complex. The area of concern is primarily located at the Leeds Building (407-409 Hickory Street). A phase I environmental site assessment of the 1.33 acres revealed minimal environmental concerns outside of the Leeds Building area. Historical sources of contamination include petroleum contaminants originating from a leaking underground fuel storage tank. Completed investigations and remediation include: Limited Phase II Subsurface investigation- Summer 1999 and In-place UST Closure-Summer 1999.
Env Problem:	The primary contaminants of concern at the site known at this time include: Volatile Organic Compounds (VOCs) and Semi-Volatile Organic Compounds (SVOCs). Confirmatory sampling indicates petroleum contamination (VOCs and SVOCs) is limited to areas immediately surrounding the tank. The limited contamination is due in part to the tank being located under a concrete slab in the basement of the building. In addition, the limited subsurface investigation revealed the soils in the area are comprised of very tight soils such as clays, which have limited any further petroleum migration. Exceedances of standards, criteria and guidance include VOCs and SVOCs with soil concentrations at or slightly above NYSDEC cleanup objectives TAGM 4046. The historical cleanup efforts and along with the investigation indicate some residual contamination remains. However, the site does not pose a significant environmental threat.
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:	1
Sub Type:	NNN
Owner Name:	TIM MERCIER
Owner Company:	ST. JOSEPH'S HEALTH CENTER MEDICAL OFFICE BUILDING LLC
Owner Address:	301 PROSPECT AVE.
Owner Addr2:	Not reported
Owner City, St, Zip:	SYRACUSE, NY 13203
Owner Country:	United States of America
HW Code:	Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FORMER LEEDS BUILDING (Continued)**

**S106704127**

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

**104**  
**WNW**  
**1/2-1**  
**0.724 mi.**  
**3824 ft.**  
  
**Relative:**  
**Lower**  
  
**Actual:**  
**378 ft.**

**MCKESSON ENVIROSYSTEMS**  
**400 BEAR ST**  
**SYRACUSE, NY 13204**

**CORRACTS** **1000222268**  
**US INST CONTROLS** **NYD075806836**  
**NY ENG CONTROLS**  
**NY INST CONTROL**  
**RCRA NonGen / NLR**  
**2020 COR ACTION**  
**FINDS**  
**ECHO**  
**NY MANIFEST**

**CORRACTS:**

Region: 02  
Name: MCKESSON ENVIROSYSTEMS  
Address: 400 BEAR ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13204  
EPA ID: NYD075806836  
Area Name: AREA 1 UNSATURATED SOILS  
Corrective Action: CA550  
Actual Date: 1995-07-30 00:00:00.0  
NAICS Code 1: 32511  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

Region: 02  
Name: MCKESSON ENVIROSYSTEMS  
Address: 400 BEAR ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13204  
EPA ID: NYD075806836  
Area Name: SITEWIDE  
Corrective Action: CA050  
Actual Date: 1995-04-18 00:00:00.0  
NAICS Code 1: 32511  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

Region: 02  
Name: MCKESSON ENVIROSYSTEMS  
Address: 400 BEAR ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13204  
EPA ID: NYD075806836  
Area Name: SITEWIDE  
Corrective Action: CA070YE  
Actual Date: 1995-05-15 00:00:00.0

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

NAICS Code 1:	32511
NAICS Code 2:	Not reported
NAICS Code 3:	Not reported
NAICS Code 4:	Not reported
Region:	02
Name:	MCKESSON ENVIROSYSTEMS
Address:	400 BEAR ST
Address 2:	Not reported
City,State,Zip:	SYRACUSE, NY 13204
EPA ID:	NYD075806836
Area Name:	SITEWIDE
Corrective Action:	CA075LO
Actual Date:	1996-09-03 00:00:00.0
NAICS Code 1:	32511
NAICS Code 2:	Not reported
NAICS Code 3:	Not reported
NAICS Code 4:	Not reported
Region:	02
Name:	MCKESSON ENVIROSYSTEMS
Address:	400 BEAR ST
Address 2:	Not reported
City,State,Zip:	SYRACUSE, NY 13204
EPA ID:	NYD075806836
Area Name:	SITEWIDE
Corrective Action:	CA100
Actual Date:	1987-08-05 00:00:00.0
NAICS Code 1:	32511
NAICS Code 2:	Not reported
NAICS Code 3:	Not reported
NAICS Code 4:	Not reported
Region:	02
Name:	MCKESSON ENVIROSYSTEMS
Address:	400 BEAR ST
Address 2:	Not reported
City,State,Zip:	SYRACUSE, NY 13204
EPA ID:	NYD075806836
Area Name:	SITEWIDE
Corrective Action:	CA210OT
Actual Date:	1995-06-27 00:00:00.0
NAICS Code 1:	32511
NAICS Code 2:	Not reported
NAICS Code 3:	Not reported
NAICS Code 4:	Not reported
Region:	02
Name:	MCKESSON ENVIROSYSTEMS
Address:	400 BEAR ST
Address 2:	Not reported
City,State,Zip:	SYRACUSE, NY 13204
EPA ID:	NYD075806836
Area Name:	AREA 2 SATURATED SOILS
Corrective Action:	CA100
Actual Date:	1987-08-31 00:00:00.0
NAICS Code 1:	32511

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

NAICS Code 2:	Not reported
NAICS Code 3:	Not reported
NAICS Code 4:	Not reported
Region:	02
Name:	MCKESSON ENVIROSYSTEMS
Address:	400 BEAR ST
Address 2:	Not reported
City,State,Zip:	SYRACUSE, NY 13204
EPA ID:	NYD075806836
Area Name:	AREA 1 UNSATURATED SOILS
Corrective Action:	CA100
Actual Date:	1987-08-31 00:00:00.0
NAICS Code 1:	32511
NAICS Code 2:	Not reported
NAICS Code 3:	Not reported
NAICS Code 4:	Not reported
Region:	02
Name:	MCKESSON ENVIROSYSTEMS
Address:	400 BEAR ST
Address 2:	Not reported
City,State,Zip:	SYRACUSE, NY 13204
EPA ID:	NYD075806836
Area Name:	AREA 1 UNSATURATED SOILS
Corrective Action:	CA150
Actual Date:	1990-07-30 00:00:00.0
NAICS Code 1:	32511
NAICS Code 2:	Not reported
NAICS Code 3:	Not reported
NAICS Code 4:	Not reported
Region:	02
Name:	MCKESSON ENVIROSYSTEMS
Address:	400 BEAR ST
Address 2:	Not reported
City,State,Zip:	SYRACUSE, NY 13204
EPA ID:	NYD075806836
Area Name:	AREA 1 UNSATURATED SOILS
Corrective Action:	CA200
Actual Date:	1994-03-18 00:00:00.0
NAICS Code 1:	32511
NAICS Code 2:	Not reported
NAICS Code 3:	Not reported
NAICS Code 4:	Not reported
Region:	02
Name:	MCKESSON ENVIROSYSTEMS
Address:	400 BEAR ST
Address 2:	Not reported
City,State,Zip:	SYRACUSE, NY 13204
EPA ID:	NYD075806836
Area Name:	AREA 1 UNSATURATED SOILS
Corrective Action:	CA350
Actual Date:	1994-03-18 00:00:00.0
NAICS Code 1:	32511
NAICS Code 2:	Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

NAICS Code 3: Not reported  
NAICS Code 4: Not reported

[Click this hyperlink](#) while viewing on your computer to access  
27 additional CORRACTS: record(s) in the EDR Site Report.

US INST CONTROLS:

Name: MCKESSON ENVIROSYSTEMS  
Address: 400 BEAR ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13204  
EPA ID: NYD075806836  
Site ID: Not reported  
Action Name: Not reported  
Action ID: Not reported  
Operable Unit: Not reported  
Action Completion Date: Not reported  
Actual Date: Not reported  
Contaminated Media: Not reported  
Event Code: CA772EP  
Contact Name: GREGG FRANKLIN  
Contact Telephone: 415-983-8300  
Event: INSTITUTIONAL CONTROLS ESTABLISHED-ENFORCEMENT AND PERMIT TOOLS

Name: MCKESSON ENVIROSYSTEMS  
Address: 400 BEAR ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13204  
EPA ID: NYD075806836  
Site ID: Not reported  
Action Name: Not reported  
Action ID: Not reported  
Operable Unit: Not reported  
Action Completion Date: Not reported  
Actual Date: Not reported  
Contaminated Media: Not reported  
Event Code: CA772ID  
Contact Name: GREGG FRANKLIN  
Contact Telephone: 415-983-8300  
Event: INSTITUTIONAL CONTROLS ESTABLISHED-INFORMATIONAL DEVICE

Name: MCKESSON ENVIROSYSTEMS  
Address: 400 BEAR ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13204  
EPA ID: NYD075806836  
Site ID: Not reported  
Action Name: Not reported  
Action ID: Not reported  
Operable Unit: Not reported  
Action Completion Date: Not reported  
Actual Date: Not reported  
Contaminated Media: Not reported  
Event Code: CA772EP  
Contact Name: GREGG FRANKLIN  
Contact Telephone: 415-983-8300  
Event: INSTITUTIONAL CONTROLS ESTABLISHED-ENFORCEMENT AND PERMIT TOOLS



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

**ENG CONTROLS:**

Name: MCKESSON ENVIROSYSTEMS (INLAND SITE)  
Address: 800/801 VAN RENSSELAER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Site Code: 56333  
HW Code: 734020  
Control Code: 22  
Control Type: ENG  
Date Record Added: 05/12/2011  
Date Rec Updated: 02/01/2017  
Updated By: PDLONG

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. There is currently one unoccupied structure on site with rest of the site being vacant land. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-I remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system (22-24 feet bgs) in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be towards the northwest to Onondaga Lake.

Env Problem: Prior to remediation, the primary contaminants of concern were methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone in groundwater and soil. Remedial actions have successfully achieved soil cleanup objectives for commercial use. Residual contamination in the soil and groundwater is being managed under a site management plan.

Health Problem: Remedial actions have been completed and measures are in place to control the potential for coming into contact with remaining residual subsurface soil, groundwater and soil vapor contamination.

Dump: False  
Structure: True  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: 1973  
Disp Term: 1982  
Lat/Long: 43:03:40:0 / 76:10:19:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 3/5/2018 1:37:00 PM  
Updated By: PDLONG  
Own Op: 1  
Sub Type: E  
Owner Name: James E. Fleer  
Owner Company: McKesson Corporation  
Owner Address: 14348 Nieman Road  
Owner Addr2: Not reported  
Owner City,St,Zip: Overland Park, KS  
Owner Country: United States of America  
Own Op: Document Repository  
Sub Type: B99  
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  
Owner Country: United States of America  
HW Code: 734020

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

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  
HW Code: 734020  
Waste Type: trans-1,2-dichloroethene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: benzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methylene chloride  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: xylene (mixed)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methanol  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: n,n-dimethylaniline (n,n-diethyl aniline)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: aniline  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: trichloroethene (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: toluene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: chlorobenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: ethylbenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: Not reported  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Crossref ID: NYD075806836  
Cross Ref Type Code: 6  
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: DADESNOY  
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: djjarrat  
Crossref ID: NYD075806836  
Cross Ref Type Code: 5  
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

**INST CONTROL:**

Name: MCKESSON ENVIROSYSTEMS (INLAND SITE)  
Address: 800/801 VAN RENSSELAER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Site Code: 56333  
Control Name: Decision Document  
HW Code: 734020  
Control Code: Not reported  
Control Type: INST  
Dt record added: 05/12/2011  
Dt rec updated: 02/01/2017  
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. There is currently one unoccupied structure on site with

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

rest of the site being vacant land. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-I remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system (22-24 feet bgs) in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be towards the northwest to Onondaga Lake.

Env Problem: Prior to remediation, the primary contaminants of concern were methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone in groundwater and soil. Remedial actions have successfully achieved soil cleanup objectives for commercial use. Residual contamination in the soil and groundwater is being managed under a site management plan.

Health Problem: Remedial actions have been completed and measures are in place to control the potential for coming into contact with remaining residual subsurface soil, groundwater and soil vapor contamination.

Dump: False  
Structure: True  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: 1973  
Disp Term: 1982  
Lat/Long: 43:03:40:0 / 76:10:19:0

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 3/5/2018 1:37:00 PM  
Updated By: PDLONG  
Own Op: 1  
Sub Type: E  
Owner Name: James E. Fleer  
Owner Company: McKesson Corporation  
Owner Address: 14348 Nieman Road  
Owner Addr2: Not reported  
Owner City,St,Zip: Overland Park, KS  
Owner Country: United States of America  
Own Op: Document Repository  
Sub Type: B99  
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  
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  
HW Code: 734020  
Waste Type: trans-1,2-dichloroethene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: benzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methylene chloride  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: xylene (mixed)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methanol  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: n,n-dimethylaniline (n,n-diethyl aniline)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: aniline  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Waste Type: trichloroethene (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: toluene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: chlorobenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: ethylbenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: Not reported  
Cross Ref Type Code:  
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:  
Cross Ref Type: RCRA EPA ID No.  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 3/31/2011 9:34:00 AM  
Updated By: DADESNOY  
Crossref ID: MCKESSON ENVIROSYSTEMS  
Cross Ref Type Code:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD075806836  
Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Name: MCKESSON ENVIROSYSTEMS (INLAND SITE)  
Address: 800/801 VAN RENSSELAER STREET  
City,State,Zip: SYRACUSE, NY 13204  
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: 02/01/2017  
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

MAP FINDINGS

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning/Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakefront District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as IB - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. There is currently one unoccupied structure on site with rest of the site being vacant land. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-I remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system (22-24 feet bgs) in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

the discharge point for the deep flow system appears to be towards the northwest to Onondaga Lake.

Env Problem: Prior to remediation, the primary contaminants of concern were methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone in groundwater and soil. Remedial actions have successfully achieved soil cleanup objectives for commercial use. Residual contamination in the soil and groundwater is being managed under a site management plan.

Health Problem: Remedial actions have been completed and measures are in place to control the potential for coming into contact with remaining residual subsurface soil, groundwater and soil vapor contamination.

Dump: False  
Structure: True  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: 1973  
Disp Term: 1982  
Lat/Long: 43:03:40:0 / 76:10:19:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 3/5/2018 1:37:00 PM  
Updated By: PDLONG  
Own Op: 1  
Sub Type: E  
Owner Name: James E. Fler  
Owner Company: McKesson Corporation  
Owner Address: 14348 Nieman Road  
Owner Addr2: Not reported  
Owner City,St,Zip: Overland Park, KS  
Owner Country: United States of America  
Own Op: Document Repository  
Sub Type: B99  
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  
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  
HW Code: 734020  
Waste Type: trans-1,2-dichloroethene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: benzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Waste Type: methylene chloride  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: xylene (mixed)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methanol  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: n,n-dimethylaniline (n,n-diethyl aniline)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: aniline  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: trichloroethene (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: toluene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: chlorobenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: ethylbenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: Not reported  
Cross Ref Type Code:  
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:  
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: DADESNOY  
Crossref ID: MCKESSON ENVIROSYSTEMS  
Cross Ref Type Code:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD075806836  
Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 11/18/1999 12:00:00 PM

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Name: MCKESSON ENVIROSYSTEMS (INLAND SITE)  
Address: 800/801 VAN RENSSELAER STREET  
City,State,Zip: SYRACUSE, NY 13204  
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: 02/01/2017  
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. There is currently one unoccupied structure on site with rest of the site being vacant land. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-I remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system (22-24 feet bgs) in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be towards the northwest to Onondaga Lake.

Env Problem: Prior to remediation, the primary contaminants of concern were methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone in groundwater and soil. Remedial actions have successfully achieved soil cleanup objectives for commercial use. Residual contamination in the soil and groundwater is being managed under a site management plan.

Health Problem: Remedial actions have been completed and measures are in place to control the potential for coming into contact with remaining residual subsurface soil, groundwater and soil vapor contamination.

Dump: False  
Structure: True  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: 1973  
Disp Term: 1982  
Lat/Long: 43:03:40:0 / 76:10:19:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 3/5/2018 1:37:00 PM  
Updated By: PDLONG  
Own Op: 1  
Sub Type: E  
Owner Name: James E. Fler  
Owner Company: McKesson Corporation  
Owner Address: 14348 Nieman Road  
Owner Addr2: Not reported  
Owner City,St,Zip: Overland Park, KS  
Owner Country: United States of America  
Own Op: Document Repository  
Sub Type: B99  
Owner Name: Christopher Mannes  
Owner Company: NYSDEC Region 7 Office  
Owner Address: 615 Erie Boulevard West

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY  
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  
HW Code: 734020  
Waste Type: trans-1,2-dichloroethene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: benzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methylene chloride  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: xylene (mixed)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methanol  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: n,n-dimethylaniline (n,n-diethyl aniline)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: aniline  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: trichloroethene (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: toluene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: chlorobenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: ethylbenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: Not reported  
Cross Ref Type Code:

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

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:  
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: DADESNOY  
Crossref ID: MCKESSON ENVIROSYSTEMS  
Cross Ref Type Code:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD075806836  
Cross Ref Type Code:  
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

Name: MCKESSON ENVIROSYSTEMS (INLAND SITE)  
Address: 800/801 VAN RENSSELAER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Site Code: 56333  
Control Name: Deed Restriction  
HW Code: 734020  
Control Code: Not reported  
Control Type: INST  
Dt record added: 12/14/2010  
Dt rec updated: 02/01/2017  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. There is currently one unoccupied structure on site with rest of the site being vacant land. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-I remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system (22-24 feet bgs) in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be towards the northwest to Onondaga Lake.

Env Problem: Prior to remediation, the primary contaminants of concern were methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone in groundwater and soil. Remedial actions have successfully achieved soil cleanup objectives for commercial use. Residual contamination in the soil and groundwater is being managed under a site management plan.

Health Problem: Remedial actions have been completed and measures are in place to control the potential for coming into contact with remaining residual subsurface soil, groundwater and soil vapor contamination.

Dump: False  
Structure: True  
Lagoon: False  
Landfill: False  
Pond: False

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Disp Start: 1973  
Disp Term: 1982  
Lat/Long: 43:03:40:0 / 76:10:19:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 3/5/2018 1:37:00 PM  
Updated By: PDLONG  
Own Op: 1  
Sub Type: E  
Owner Name: James E. Fler  
Owner Company: McKesson Corporation  
Owner Address: 14348 Nieman Road  
Owner Addr2: Not reported  
Owner City,St,Zip: Overland Park, KS  
Owner Country: United States of America  
Own Op: Document Repository  
Sub Type: B99  
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  
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  
HW Code: 734020  
Waste Type: trans-1,2-dichloroethene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: benzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methylene chloride  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: xylene (mixed)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methanol  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: n,n-dimethylaniline (n,n-diethyl aniline)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: aniline



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: trichloroethene (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: toluene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: chlorobenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: ethylbenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: Not reported  
Cross Ref Type Code:  
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:  
Cross Ref Type: RCRA EPA ID No.  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 3/31/2011 9:34:00 AM  
Updated By: DADESNOY  
Crossref ID: MCKESSON ENVIROSYSTEMS  
Cross Ref Type Code:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD075806836  
Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Name: MCKESSON ENVIROSYSTEMS (INLAND SITE)  
Address: 800/801 VAN RENSSELAER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Site Code: 56333  
Control Name: Ground Water Use Restriction  
HW Code: 734020  
Control Code: 8  
Control Type: INST  
Dt record added: 12/14/2010  
Dt rec updated: 02/01/2017  
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

Map ID  
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Distance  
Elevation

MAP FINDINGS

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EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal channel. Site Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning/Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakefront District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as IB - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. There is currently one unoccupied structure on site with rest of the site being vacant land. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-I remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system (22-24 feet bgs) in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and

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Elevation

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EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**100022268**

subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be towards the northwest to Onondaga Lake.

Env Problem: Prior to remediation, the primary contaminants of concern were methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone in groundwater and soil. Remedial actions have successfully achieved soil cleanup objectives for commercial use. Residual contamination in the soil and groundwater is being managed under a site management plan.

Health Problem: Remedial actions have been completed and measures are in place to control the potential for coming into contact with remaining residual subsurface soil, groundwater and soil vapor contamination.

Dump: False  
Structure: True  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: 1973  
Disp Term: 1982  
Lat/Long: 43:03:40:0 / 76:10:19:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 3/5/2018 1:37:00 PM  
Updated By: PDLONG  
Own Op: 1  
Sub Type: E  
Owner Name: James E. Fler  
Owner Company: McKesson Corporation  
Owner Address: 14348 Nieman Road  
Owner Addr2: Not reported  
Owner City,St,Zip:Overland Park, KS  
Owner Country: United States of America  
Own Op: Document Repository  
Sub Type: B99  
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  
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  
HW Code: 734020  
Waste Type: trans-1,2-dichloroethene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: benzene

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EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methylene chloride  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: xylene (mixed)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methanol  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: n,n-dimethylaniline (n,n-diethyl aniline)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: aniline  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: trichloroethene (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: toluene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: chlorobenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: ethylbenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: Not reported  
Cross Ref Type Code:  
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:  
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: DADESNOY  
Crossref ID: MCKESSON ENVIROSYSTEMS  
Cross Ref Type Code:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD075806836

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

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Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Name: MCKESSON ENVIROSYSTEMS (INLAND SITE)  
Address: 800/801 VAN RENSSELAER STREET  
City,State,Zip: SYRACUSE, NY 13204  
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: 02/01/2017  
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. There is currently one unoccupied structure on site with rest of the site being vacant land. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil

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Database(s)

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**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

addressed by the OU-I remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system (22-24 feet bgs) in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be towards the northwest to Onondaga Lake.

Env Problem: Prior to remediation, the primary contaminants of concern were methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone in groundwater and soil. Remedial actions have successfully achieved soil cleanup objectives for commercial use. Residual contamination in the soil and groundwater is being managed under a site management plan.

Health Problem: Remedial actions have been completed and measures are in place to control the potential for coming into contact with remaining residual subsurface soil, groundwater and soil vapor contamination.

Dump: False  
Structure: True  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: 1973  
Disp Term: 1982  
Lat/Long: 43:03:40:0 / 76:10:19:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 3/5/2018 1:37:00 PM  
Updated By: PDLONG  
Own Op: 1  
Sub Type: E  
Owner Name: James E. Fleer  
Owner Company: McKesson Corporation  
Owner Address: 14348 Nieman Road  
Owner Addr2: Not reported  
Owner City,St,Zip: Overland Park, KS  
Owner Country: United States of America  
Own Op: Document Repository  
Sub Type: B99

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**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

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  
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  
HW Code: 734020  
Waste Type: trans-1,2-dichloroethene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: benzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methylene chloride  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: xylene (mixed)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methanol  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: n,n-dimethylaniline (n,n-diethyl aniline)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: aniline  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: trichloroethene (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: toluene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: chlorobenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: ethylbenzene  
Waste Quantity: UNKNOWN

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**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Waste Code: Not reported  
Crossref ID: Not reported  
Cross Ref Type Code:  
Cross Ref Type: County Recording Identifier  
Record Added Date: 2/4/2014 2:50:00 PM  
Record Updated: 12/4/2014 2:50:00 PM  
Updated By: SLEDWARD  
Crossref ID: NYD075806836  
Cross Ref Type Code:  
Cross Ref Type: RCRA EPA ID No.  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 3/31/2011 9:34:00 AM  
Updated By: DADESNOY  
Crossref ID: MCKESSON ENVIROSYSTEMS  
Cross Ref Type Code:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD075806836  
Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Name: MCKESSON ENVIROSYSTEMS (INLAND SITE)  
Address: 800/801 VAN RENSSELAER STREET  
City,State,Zip: SYRACUSE, NY 13204  
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: 02/01/2017  
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



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**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as IB - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. There is currently one unoccupied structure on site with rest of the site being vacant land. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-I remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system (22-24 feet bgs) in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be towards the northwest to Onondaga Lake.

- Env Problem: Prior to remediation, the primary contaminants of concern were methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone in groundwater and soil. Remedial actions have successfully achieved soil cleanup objectives for commercial use. Residual contamination in the soil and groundwater is being managed under a site management plan.
- Health Problem: Remedial actions have been completed and measures are in place to control the potential for coming into contact with remaining residual subsurface soil, groundwater and soil vapor contamination.
- Dump: False
- Structure: True

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**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: 1973  
Disp Term: 1982  
Lat/Long: 43:03:40:0 / 76:10:19:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 3/5/2018 1:37:00 PM  
Updated By: PDLONG  
Own Op: 1  
Sub Type: E  
Owner Name: James E. Fleer  
Owner Company: McKesson Corporation  
Owner Address: 14348 Nieman Road  
Owner Addr2: Not reported  
Owner City,St,Zip: Overland Park, KS  
Owner Country: United States of America  
Own Op: Document Repository  
Sub Type: B99  
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  
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  
HW Code: 734020  
Waste Type: trans-1,2-dichloroethene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: benzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methylene chloride  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: xylene (mixed)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methanol  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: n,n-dimethylaniline (n,n-diethyl aniline)  
Waste Quantity: UNKNOWN

Map ID  
Direction  
Distance  
Elevation

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Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Waste Code: Not reported  
HW Code: 734020  
Waste Type: aniline  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: trichloroethene (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: toluene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: chlorobenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: ethylbenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: Not reported  
Cross Ref Type Code:  
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:  
Cross Ref Type: RCRA EPA ID No.  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 3/31/2011 9:34:00 AM  
Updated By: DADESNOY  
Crossref ID: MCKESSON ENVIROSYSTEMS  
Cross Ref Type Code:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD075806836  
Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Name: MCKESSON ENVIROSYSTEMS (INLAND SITE)  
Address: 800/801 VAN RENSSELAER STREET  
City,State,Zip: SYRACUSE, NY 13204  
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: 02/01/2017  
Updated By: PDLONG

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Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

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. There is currently one unoccupied structure on site with rest of the site being vacant land. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-I remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system (22-24 feet bgs) in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a

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**MCKESSON ENVIROSYSTEMS (Continued)**

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potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be towards the northwest to Onondaga Lake.

Env Problem: Prior to remediation, the primary contaminants of concern were methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone in groundwater and soil. Remedial actions have successfully achieved soil cleanup objectives for commercial use. Residual contamination in the soil and groundwater is being managed under a site management plan.

Health Problem: Remedial actions have been completed and measures are in place to control the potential for coming into contact with remaining residual subsurface soil, groundwater and soil vapor contamination.

Dump: False  
Structure: True  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: 1973  
Disp Term: 1982  
Lat/Long: 43:03:40:0 / 76:10:19:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 3/5/2018 1:37:00 PM  
Updated By: PDLONG  
Own Op: 1  
Sub Type: E  
Owner Name: James E. Fler  
Owner Company: McKesson Corporation  
Owner Address: 14348 Nieman Road  
Owner Addr2: Not reported  
Owner City,St,Zip: Overland Park, KS  
Owner Country: United States of America  
Own Op: Document Repository  
Sub Type: B99  
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  
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  
HW Code: 734020  
Waste Type: trans-1,2-dichloroethene  
Waste Quantity: UNKNOWN

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**MCKESSON ENVIROSYSTEMS (Continued)**

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Waste Code: Not reported  
HW Code: 734020  
Waste Type: benzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methylene chloride  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: xylene (mixed)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methanol  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: n,n-dimethylaniline (n,n-diethyl aniline)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: aniline  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: trichloroethene (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: toluene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: chlorobenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: ethylbenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: Not reported  
Cross Ref Type Code:  
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:  
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: DADESNOY  
Crossref ID: MCKESSON ENVIROSYSTEMS  
Cross Ref Type Code:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 10/16/2011

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**MCKESSON ENVIROSYSTEMS (Continued)**

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Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD075806836  
Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

**RCRA NonGen / NLR:**

Date form received by agency: 2007-01-01 00:00:00.0  
Facility name: MCKESSON ENVIROSYSTEMS  
Facility address: 400 BEAR ST  
SYRACUSE, NY 13204  
EPA ID: NYD075806836  
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  
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  
Owner/operator country: US  
Owner/operator telephone: 219-424-1940  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: Not reported  
Owner/Op end date: Not reported  
  
Owner/operator name: INLAND CHEMICAL CORPORTION  
Owner/operator address: SUITE 200 127 W BERRY STREET  
OPERCITY, IN 99999  
Owner/operator country: US  
Owner/operator telephone: 219-424-1940  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: Not reported  
Owner/Op end date: Not reported

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**MCKESSON ENVIROSYSTEMS (Continued)**

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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: 2006-01-01 00:00:00.0  
Site name: MCKESSON ENVIROSYSTEMS  
Classification: Not a generator, verified

Date form received by agency: 1998-05-11 00:00:00.0  
Site name: MCKESSON ENVIRO SYSTEMS  
Classification: Large Quantity Generator

Date form received by agency: 1980-11-19 00:00:00.0  
Site name: MCKESSON ENVIROSYSTEMS  
Classification: Not a generator, verified

Date form received by agency: 1980-07-14 00:00:00.0  
Site name: MCKESSON ENVIROSYSTEMS  
Classification: Large Quantity Generator

Date form received by agency: 1979-12-31 00:00:00.0  
Site name: MCKESSON ENVIROSYSTEMS  
Classification: Large Quantity Generator

Hazardous Waste Summary:

. 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,



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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 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: 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

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- . 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
- . Waste code: U239
- . Waste name: BENZENE, DIMETHYL- (I,T) (OR) XYLENE (I)

**Corrective Action Summary:**

- Event date: 1987-08-05 00:00:00.0
- Event: INVESTIGATION IMPOSITION
  
- Event date: 1987-08-31 00:00:00.0
- Event: INVESTIGATION IMPOSITION
  
- Event date: 1990-07-30 00:00:00.0
- Event: INVESTIGATION WORKPLAN APPROVED
  
- Event date: 1994-03-18 00:00:00.0
- Event: REMEDY DECISION
  
- Event date: 1994-03-18 00:00:00.0
- Event: CMS COMPLETE
  
- Event date: 1994-03-18 00:00:00.0
- Event: INVESTIGATION COMPLETE
  
- Event date: 1994-03-30 00:00:00.0
- Event: INSTITUTIONAL CONTROLS ESTABLISHED-ENFORCEMENT AND PERMIT TOOLS
  
- Event date: 1994-05-30 00:00:00.0
- Event: CMI WORKPLAN APPROVED
  
- Event date: 1995-04-18 00:00:00.0
- Event: RFA COMPLETED
  
- Event date: 1995-05-15 00:00:00.0
- Event: DETERMINATION OF NEED FOR AN INVESTIGATION-INVESTIGATION IS NECESSARY
  
- Event date: 1995-06-27 00:00:00.0
- Event: REFERRED TO A NON-RCRA AUTHORITY-OTHER

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**MCKESSON ENVIROSYSTEMS (Continued)**

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Event date:	1995-07-30 00:00:00.0
Event:	ENGINEERING CONTROLS ESTABLISHED-NON-GROUNDWATER CONTROL
Event date:	1995-07-30 00:00:00.0
Event:	REMEDY CONSTRUCTION
Event date:	1995-08-30 00:00:00.0
Event:	INVESTIGATION WORKPLAN APPROVED
Event date:	1995-09-30 00:00:00.0
Event:	INSTITUTIONAL CONTROLS ESTABLISHED-INFORMATIONAL DEVICE
Event date:	1996-09-03 00:00:00.0
Event:	CA PRIORITIZATION-LOW CA PRIORITY
Event date:	1997-03-15 00:00:00.0
Event:	INVESTIGATION COMPLETE
Event date:	1997-03-15 00:00:00.0
Event:	CMS COMPLETE
Event date:	1997-03-15 00:00:00.0
Event:	REMEDY DECISION
Event date:	1997-03-30 00:00:00.0
Event:	INSTITUTIONAL CONTROLS ESTABLISHED-ENFORCEMENT AND PERMIT TOOLS
Event date:	1997-09-30 00:00:00.0
Event:	CMI WORKPLAN APPROVED
Event date:	1998-01-30 00:00:00.0
Event:	REMEDY CONSTRUCTION
Event date:	1998-04-30 00:00:00.0
Event:	ENGINEERING CONTROLS ESTABLISHED-GROUNDWATER CONTROL
Event date:	1999-06-24 00:00:00.0
Event:	CA PRIORITIZATION-MEDIUM CA PRIORITY
Event date:	2000-09-26 00:00:00.0
Event:	RELEASE TO GW CONTROLLED DETERMINATION-YES, APPLICABLE AS OF THIS DATE
Event date:	2000-09-26 00:00:00.0
Event:	HUMAN EXPOSURES CONTROLLED DETERMINATION-YES, APPLICABLE AS OF THIS DATE
Event date:	2006-09-26 00:00:00.0
Event:	REMEDY DECISION
Event date:	2006-09-26 00:00:00.0
Event:	REMEDY CONSTRUCTION-REMEDY CONSTRUCTED
Event date:	2014-09-30 00:00:00.0
Event:	CA PERFORMANCE STANDARDS ATTAINED - CONTROLS REQUIRED
Event date:	2014-11-14 00:00:00.0
Event:	FINAL CORRECTIVE MEASURES EVALUATION

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**MCKESSON ENVIROSYSTEMS (Continued)**

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Event date: 2015-02-19 00:00:00.0  
Event: READY FOR ANTICIPATED USE DETERMINATION - READY FOR ANTICIPATED USE

Event date: 2018-05-31 00:00:00.0  
Event: CA PROCESS IS TERMINATED-REMEDIAL ACTIVITIES COMPLETE

Facility Has Received Notices of Violations:

Regulation violated: Not reported  
Area of violation: Generators - General  
Date violation determined: 1984-05-03 00:00:00.0  
Date achieved compliance: 1984-08-13 00:00:00.0  
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: 1992-04-29 00:00:00.0  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Not reported  
Date achieved compliance: Not reported  
Evaluation lead agency: EPA

Evaluation date: 1988-06-15 00:00:00.0  
Evaluation: NON-FINANCIAL RECORD REVIEW  
Area of violation: Not reported  
Date achieved compliance: Not reported  
Evaluation lead agency: State

Evaluation date: 1987-09-29 00:00:00.0  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Not reported  
Date achieved compliance: Not reported  
Evaluation lead agency: State

Evaluation date: 1986-03-03 00:00:00.0  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Not reported  
Date achieved compliance: Not reported  
Evaluation lead agency: State

Evaluation date: 1984-09-13 00:00:00.0  
Evaluation: NON-FINANCIAL RECORD REVIEW  
Area of violation: Not reported  
Date achieved compliance: Not reported  
Evaluation lead agency: State

Evaluation date: 1984-08-13 00:00:00.0  
Evaluation: NON-FINANCIAL RECORD REVIEW  
Area of violation: Not reported  
Date achieved compliance: Not reported

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**1000222268**

Evaluation lead agency: State  
  
Evaluation date: 1984-05-03 00:00:00.0  
Evaluation: FINANCIAL RECORD REVIEW  
Area of violation: Generators - General  
Date achieved compliance: 1984-08-13 00:00:00.0  
Evaluation lead agency: EPA

2020 COR ACTION:

EPA ID: NYD075806836  
Region: 2  
Action: Remedy Construction

FINDS:

Registry ID: 110032990627  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail.disp\\_program\\_facility?p\\_registry\\_id=110032990627](http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_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.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1000222268  
Registry ID: 110032990627  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110032990627>  
Name: MCKESSON ENVIROSYSTEMS  
Address: 400 BEAR ST  
City,State,Zip: SYRACUSE, NY 13208

NY MANIFEST:

Name: MC KESSON ENVIROSYSTEMS CO.  
Address: BRISTOL MYERS SQUIBB  
City,State,Zip: SYRACUSE, NY 13204-0000  
Country: USA  
EPA ID: NYD075806836  
Facility Status: Not reported  
Location Address 1: 400 BEAR STREET  
Code: BP  
Location Address 2: Not reported  
Total Tanks: Not reported  
Location City: EAST SYRACUSE  
Location State: NY  
Location Zip: 13212  
Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYD075806836  
Mailing Name: MC KESSON ENVIROSYSTEMS CO.  
Mailing Contact: BERGER JOHN R VP ENVIRONM  
Mailing Address 1: R RITCHIE PE-DIV ENV & ENG

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**MCKESSON ENVIROSYSTEMS (Continued)**

**1000222268**

Mailing Address 2: Not reported  
Mailing City: 1 POST ST-SAN FRANCISCO  
Mailing State: CA  
Mailing Zip: 94104  
Mailing Zip 4: Not reported  
Mailing Country: USA  
Mailing Phone: 2194241940

**NY MANIFEST:**

Document ID: MAK4886160  
Manifest Status: K  
seq: Not reported  
Year: 1997  
Trans1 State ID: MA13908  
Trans2 State ID: HQ81293OR  
Generator Ship Date: 11/26/1997  
Trans1 Recv Date: 11/26/1997  
Trans2 Recv Date: 12/03/1997  
TSD Site Recv Date: 12/03/1997  
Part A Recv Date: / /  
Part B Recv Date: 12/24/1997  
Generator EPA ID: NYD075806836  
Trans1 EPA ID: SCD987574647  
Trans2 EPA ID: MOD095038998  
TSD ID 1: MAD000604447  
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: D040 - TRICHLOROETHYLENE 0.5 MG/L TCLP  
Waste Code: Not reported  
Waste Code: Not reported  
Waste Code: Not reported  
Waste Code: Not reported  
Waste Code: Not reported  
Quantity: 10000  
Units: P - Pounds  
Number of Containers: 026  
Container Type: DM - Metal drums, barrels  
Handling Method: T Chemical, physical, or biological treatment.  
Specific Gravity: 100

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

105  
WNW  
1/2-1  
0.772 mi.  
4074 ft.

**MCKESSON ENVIROSYSTEMS (INLAND SITE)**  
800/801 VAN RENSSELAER STREET  
SYRACUSE, NY 13204

NY SHWS S121493100  
NY VAPOR REOPENED N/A

Relative:  
Lower  
Actual:  
376 ft.

SHWS:

Name: MCKESSON ENVIROSYSTEMS (INLAND SITE)  
Address: 800/801 VAN RENSSELAER STREET  
City,State,Zip: SYRACUSE, NY 13204  
Program: HW  
Site Code: 56333  
Classification: Not reported  
Region: 7  
Acres: 8.619999999999992  
HW Code: 734020  
Record Add: 11/18/1999  
Record Upd: 06/01/2018  
Updated By: JLDYBER

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. There is currently one unoccupied structure on site with rest of the site being vacant land. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-I remedy with overlying sand and gravel cover

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (INLAND SITE) (Continued)**

**S121493100**

placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system (22-24 feet bgs) in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be towards the northwest to Onondaga Lake.

Env Problem: Prior to remediation, the primary contaminants of concern were methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone in groundwater and soil. Remedial actions have successfully achieved soil cleanup objectives for commercial use. Residual contamination in the soil and groundwater is being managed under a site management plan.

Health Problem: Remedial actions have been completed and measures are in place to control the potential for coming into contact with remaining residual subsurface soil, groundwater and soil vapor contamination.

Dump: False  
Structure: True  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: 1973  
Disp Term: 1982  
Lat/Long: 43:03:40:0 / 76:10:19:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 3/5/2018 1:37:00 PM  
Updated By: PDLONG  
Own Op: 1  
Sub Type: E  
Owner Name: James E. Fleer  
Owner Company: McKesson Corporation  
Owner Address: 14348 Nieman Road  
Owner Addr2: Not reported  
Owner City,St,Zip: Overland Park, KS  
Owner Country: United States of America  
Own Op: Document Repository  
Sub Type: B99  
Owner Name: Christopher Mannes



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (INLAND SITE) (Continued)**

**S121493100**

Owner Company: NYSDEC Region 7 Office  
Owner Address: 615 Erie Boulevard West  
Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY  
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  
HW Code: 734020  
Waste Type: trans-1,2-dichloroethene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: benzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methylene chloride  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: xylene (mixed)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: methanol  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: n,n-dimethylaniline (n,n-diethyl aniline)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: aniline  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: trichloroethene (TCE)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: toluene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: chlorobenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734020  
Waste Type: ethylbenzene  
Waste Quantity: UNKNOWN  
Waste Code: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MCKESSON ENVIROSYSTEMS (INLAND SITE) (Continued)**

**S121493100**

Crossref ID: Not reported  
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: 6  
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: DADESNOY  
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: jdjarrat  
Crossref ID: NYD075806836  
Cross Ref Type Code: 5  
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

VAPOR REOPENED:

Name: MCKESSON ENVIROSYSTEMS (INLAND SITE)  
Address: 800/801 VAN RENSSELAER STREET  
City,State,Zip: SYRACUSE, NY  
Site Code: 734020  
Facility Status: Complete (No Further Action)

106  
NNW  
1/2-1  
0.932 mi.  
4921 ft.

Relative:  
Higher

Actual:  
403 ft.

**QUANTA RESOURCES CORPORATION**  
**2802 - 2810 LODI STREET**  
**SYRACUSE, NY 13208**

**SEMS 1000321851**  
**CORRACTS NYD980592448**  
**NY SHWS**  
**NY INST CONTROL**  
**RCRA NonGen / NLR**  
**2020 COR ACTION**  
**PRP**  
**ICIS**  
**FINDS**  
**ECHO**

SEMS:

Site ID: 0202122  
EPA ID: NYD980592448  
Name: QUANTA RESOURCES CORPORATION  
Address: 2802 - 2810 LODI STREET  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13208  
Cong District: 25  
FIPS Code: 36067  
Latitude: Not reported  
Longitude: Not reported  
FF: N  
NPL: Not on the NPL  
Non NPL Status: Referred to Removal - NFRAP

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

QUANTA RESOURCES CORPORATION (Continued)

1000321851

SEMS Detail:

Region: 02  
Site ID: 0202122  
EPA ID: NYD980592448  
Site Name: QUANTA RESOURCES CORPORATION  
NPL: N  
FF: N  
OU: 00  
Action Code: RV  
Action Name: RMVL  
SEQ: 3  
Start Date: 1999-10-07 04:00:00  
Finish Date: 9/13/2000 4:00:00 AM  
Qual: C  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0202122  
EPA ID: NYD980592448  
Site Name: QUANTA RESOURCES CORPORATION  
NPL: N  
FF: N  
OU: 00  
Action Code: RV  
Action Name: RMVL  
SEQ: 2  
Start Date: 1997-08-04 04:00:00  
Finish Date: 9/18/1997 4:00:00 AM  
Qual: C  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0202122  
EPA ID: NYD980592448  
Site Name: QUANTA RESOURCES CORPORATION  
NPL: N  
FF: N  
OU: 00  
Action Code: RV  
Action Name: RMVL  
SEQ: 1  
Start Date: 1990-04-04 04:00:00  
Finish Date: 4/28/1992 4:00:00 AM  
Qual: S  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0202122  
EPA ID: NYD980592448  
Site Name: QUANTA RESOURCES CORPORATION  
NPL: N  
FF: N  
OU: 00  
Action Code: SI  
Action Name: SI  
SEQ: 2  
Start Date: 1986-01-10 05:00:00

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

QUANTA RESOURCES CORPORATION (Continued)

1000321851

Finish Date: 2/10/1986 5:00:00 AM  
Qual: N  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0202122  
EPA ID: NYD980592448  
Site Name: QUANTA RESOURCES CORPORATION  
NPL: N  
FF: N  
OU: 00  
Action Code: AR  
Action Name: ADMIN REC  
SEQ: 1  
Start Date: 1991-01-08 05:00:00  
Finish Date: Not reported  
Qual: V  
Current Action Lead: EPA Perf

Region: 02  
Site ID: 0202122  
EPA ID: NYD980592448  
Site Name: QUANTA RESOURCES CORPORATION  
NPL: N  
FF: N  
OU: 00  
Action Code: BB  
Action Name: PRP RV  
SEQ: 1  
Start Date: 1996-09-30 04:00:00  
Finish Date: 4/12/2000 4:00:00 AM  
Qual: S  
Current Action Lead: EPA Ovrsght

Region: 02  
Site ID: 0202122  
EPA ID: NYD980592448  
Site Name: QUANTA RESOURCES CORPORATION  
NPL: N  
FF: N  
OU: 00  
Action Code: SI  
Action Name: SI  
SEQ: 3  
Start Date: 1993-02-18 05:00:00  
Finish Date: 2/18/1993 5:00:00 AM  
Qual: N  
Current Action Lead: St Perf

Region: 02  
Site ID: 0202122  
EPA ID: NYD980592448  
Site Name: QUANTA RESOURCES CORPORATION  
NPL: N  
FF: N  
OU: 00  
Action Code: DS

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Action Name: DISCVRY  
SEQ: 1  
Start Date: 1984-09-01 05:00:00  
Finish Date: 9/1/1984 5:00:00 AM  
Qual: Not reported  
Current Action Lead: St Perf

Region: 02  
Site ID: 0202122  
EPA ID: NYD980592448  
Site Name: QUANTA RESOURCES CORPORATION  
NPL: N  
FF: N  
OU: 00  
Action Code: SI  
Action Name: SI  
SEQ: 1  
Start Date: 1985-07-01 05:00:00  
Finish Date: 8/31/1985 5:00:00 AM  
Qual: N  
Current Action Lead: St Perf

Region: 02  
Site ID: 0202122  
EPA ID: NYD980592448  
Site Name: QUANTA RESOURCES CORPORATION  
NPL: N  
FF: N  
OU: 00  
Action Code: PA  
Action Name: PA  
SEQ: 1  
Start Date: Not reported  
Finish Date: 10/31/1984 6:00:00 AM  
Qual: L  
Current Action Lead: St Perf

**CORRACTS:**

Region: 02  
Name: QUANTA RESOURCES SITE-USEPA REGION 2  
Address: 2802-2810 LODI ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13208  
EPA ID: NYD980592448  
Area Name: SITEWIDE  
Corrective Action: CA550RC  
Actual Date: 2014-09-30 00:00:00.0  
NAICS Code 1: 32411  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

Region: 02  
Name: QUANTA RESOURCES SITE-USEPA REGION 2  
Address: 2802-2810 LODI ST  
Address 2: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

City,State,Zip: SYRACUSE, NY 13208  
EPA ID: NYD980592448  
Area Name: SITEWIDE  
Corrective Action: CA050  
Actual Date: 1995-05-09 00:00:00.0  
NAICS Code 1: 32411  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

Region: 02  
Name: QUANTA RESOURCES SITE-USEPA REGION 2  
Address: 2802-2810 LODI ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13208  
EPA ID: NYD980592448  
Area Name: SITEWIDE  
Corrective Action: CA070YE  
Actual Date: 1995-05-09 00:00:00.0  
NAICS Code 1: 32411  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

Region: 02  
Name: QUANTA RESOURCES SITE-USEPA REGION 2  
Address: 2802-2810 LODI ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13208  
EPA ID: NYD980592448  
Area Name: SITEWIDE  
Corrective Action: CA075HI  
Actual Date: 1993-09-08 00:00:00.0  
NAICS Code 1: 32411  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

Region: 02  
Name: QUANTA RESOURCES SITE-USEPA REGION 2  
Address: 2802-2810 LODI ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13208  
EPA ID: NYD980592448  
Area Name: SITEWIDE  
Corrective Action: CA210SF  
Actual Date: 1995-02-10 00:00:00.0  
NAICS Code 1: 32411  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

Region: 02  
Name: QUANTA RESOURCES SITE-USEPA REGION 2  
Address: 2802-2810 LODI ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13208

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

EPA ID: NYD980592448  
Area Name: SITEWIDE  
Corrective Action: CA225NF  
Actual Date: 1995-02-10 00:00:00.0  
NAICS Code 1: 32411  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

Region: 02  
Name: QUANTA RESOURCES SITE-USEPA REGION 2  
Address: 2802-2810 LODI ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13208  
EPA ID: NYD980592448  
Area Name: OU-1A - SOIL REMOVAL, IRM  
Corrective Action: CA070  
Actual Date: 1990-02-28 00:00:00.0  
NAICS Code 1: 32411  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

Region: 02  
Name: QUANTA RESOURCES SITE-USEPA REGION 2  
Address: 2802-2810 LODI ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13208  
EPA ID: NYD980592448  
Area Name: SITEWIDE  
Corrective Action: CA380  
Actual Date: 2011-02-16 00:00:00.0  
NAICS Code 1: 32411  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

Region: 02  
Name: QUANTA RESOURCES SITE-USEPA REGION 2  
Address: 2802-2810 LODI ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13208  
EPA ID: NYD980592448  
Area Name: SITEWIDE  
Corrective Action: CA400  
Actual Date: 2011-03-29 00:00:00.0  
NAICS Code 1: 32411  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

Region: 02  
Name: QUANTA RESOURCES SITE-USEPA REGION 2  
Address: 2802-2810 LODI ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13208  
EPA ID: NYD980592448

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Area Name: OU-1A - SOIL REMOVAL, IRM  
Corrective Action: CA650  
Actual Date: 1992-05-30 00:00:00.0  
NAICS Code 1: 32411  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

Region: 02  
Name: QUANTA RESOURCES SITE-USEPA REGION 2  
Address: 2802-2810 LODI ST  
Address 2: Not reported  
City,State,Zip: SYRACUSE, NY 13208  
EPA ID: NYD980592448  
Area Name: SITEWIDE  
Corrective Action: CA725YE  
Actual Date: 2011-03-21 00:00:00.0  
NAICS Code 1: 32411  
NAICS Code 2: Not reported  
NAICS Code 3: Not reported  
NAICS Code 4: Not reported

[Click this hyperlink](#) while viewing on your computer to access  
5 additional CORRACTS: record(s) in the EDR Site Report.

**SHWS:**

Name: QUANTA RESOURCES  
Address: 2802-2810 LODI STREET  
City,State,Zip: SYRACUSE, NY 13208  
Program: HW  
Site Code: 58626  
Classification: 4  
Region: 7  
Acres: 0.41299999999999998  
HW Code: 734013  
Record Add: 11/18/1999  
Record Upd: 10/18/2019  
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



MAP FINDINGS

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Env Problem:

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.

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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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.

**Dump:** False  
**Structure:** True  
**Lagoon:** False  
**Landfill:** False  
**Pond:** False  
**Disp Start:** Not reported  
**Disp Term:** 1981  
**Lat/Long:** 43:04:10:0 / 76:10:01:0  
**Dell:** False  
**Record Add:** 11/18/1999 12:00:00 PM  
**Record Upd:** 4/4/2014 11:47:00 AM  
**Updated By:** CFMANNES  
**Own Op:** 3  
**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:** 4  
**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:** 4  
**Sub Type:** NNN  
**Owner Name:** Not reported  
**Owner Company:** Anchor Oil (Northeast Oil Services)  
**Owner Address:** Not reported  
**Owner Addr2:** Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Owner City,St,Zip: ZZ  
Owner Country: United States of America  
Own Op: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Newton Refining  
Owner Address: Not reported  
Owner Addr2: Not reported  
Owner City,St,Zip: ZZ  
Owner Country: United States of America  
Own Op: 4  
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: 4  
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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Seitz Oil Products  
Owner Address: 2802 Lodi Street  
Owner Addr2: Not reported  
Owner City,St,Zip: Syracuse, NY 13208  
Owner Country: United States of America  
HW Code: 734013  
Waste Type: FLAMABLE LIQUID, (D001, D008, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC LIQUID, (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CAUSTIC LIQUID & SOLIDS (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CONCENTRATED SULFURIC ACID (D002)  
Waste Quantity: UNKNOWN

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Waste Code: Not reported  
HW Code: 734013  
Waste Type: ACID SLUDGES (D001, D002, D004)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SLUDGES (D006, D007, D008, F002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SOLIDS (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: NYD980592448  
Cross Ref Type Code: 6  
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  
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: B/P 05301/0515 Inst&#35;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: jdjarrat  
Crossref ID: NYD980592448  
Cross Ref Type Code: 5  
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

**INST CONTROL:**

Name: QUANTA RESOURCES  
Address: 2802-2810 LODI STREET  
City,State,Zip: SYRACUSE, NY 13208  
Site Code: 58626  
Control Name: Environmental Easement  
HW Code: 734013  
Control Code: Not reported  
Control Type: INST  
Dt record added: 05/31/2013  
Dt rec updated: 05/05/2015  
Updated By: JJTEETER  
Site Code: 58626

MAP FINDINGS

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

**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 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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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 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: Not reported  
Disp Term: 1981  
Lat/Long: 43:04:10:0 / 76:10:01:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 4/4/2014 11:47:00 AM  
Updated By: CFMANNES  
Own Op: 3  
Sub Type: NNN  
Owner Name: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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: 4  
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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Newton Refining  
Owner Address: Not reported  
Owner Addr2: Not reported  
Owner City,St,Zip:ZZ  
Owner Country: United States of America  
Own Op: 4  
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: 4  
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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Seitz Oil Products

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Owner Address: 2802 Lodi Street  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13208  
Owner Country: United States of America  
HW Code: 734013  
Waste Type: FLAMABLE LIQUID, (D001, D008, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC LIQUID, (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CAUSTIC LIQUID & SOLIDS (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CONCENTRATED SULFURIC ACID (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ACID SLUDGES (D001, D002, D004)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SLUDGES (D006, D007, D008, F002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SOLIDS (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: NYD980592448  
Cross Ref Type Code:  
Cross Ref Type: RCRA EPA ID No.  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 3/31/2011 9:33:00 AM  
Updated By: DADESNOY  
Crossref ID: D7-0001-07-07  
Cross Ref Type Code:  
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: B/P 05301/0515 Inst&#35;35940  
Cross Ref Type Code:  
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:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD980592448



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Name: QUANTA RESOURCES  
Address: 2802-2810 LODI STREET  
City,State,Zip: SYRACUSE, NY 13208  
Site Code: 58626  
Control Name: IC/EC Plan  
HW Code: 734013  
Control Code: 34  
Control Type: INST  
Dt record added: 05/31/2013  
Dt rec updated: 05/05/2015  
Updated By: JJTEETER  
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 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

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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 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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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: Not reported  
Disp Term: 1981  
Lat/Long: 43:04:10:0 / 76:10:01:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 4/4/2014 11:47:00 AM  
Updated By: CFMANNES  
Own Op: 3  
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: 4  
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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Newton Refining  
Owner Address: Not reported  
Owner Addr2: Not reported  
Owner City,St,Zip:ZZ  
Owner Country: United States of America  
Own Op: 4  
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: 4  
Sub Type: E

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Seitz Oil Products  
Owner Address: 2802 Lodi Street  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13208  
Owner Country: United States of America  
HW Code: 734013  
Waste Type: FLAMABLE LIQUID, (D001, D008, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC LIQUID, (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CAUSTIC LIQUID & SOLIDS (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CONCENTRATED SULFURIC ACID (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ACID SLUDGES (D001, D002, D004)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SLUDGES (D006, D007, D008, F002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SOLIDS (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: NYD980592448  
Cross Ref Type Code:  
Cross Ref Type: RCRA EPA ID No.  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 3/31/2011 9:33:00 AM  
Updated By: DADESNOY  
Crossref ID: D7-0001-07-07

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Cross Ref Type Code:  
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: B/P 05301/0515 Inst#35;35940

Cross Ref Type Code:  
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:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD980592448

Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Name: QUANTA RESOURCES  
Address: 2802-2810 LODI STREET  
City,State,Zip: SYRACUSE, NY 13208  
Site Code: 58626  
Control Name: O&M Plan  
HW Code: 734013  
Control Code: 33  
Control Type: INST  
Dt record added: 05/31/2013  
Dt rec updated: 05/05/2015  
Updated By: JJTEETER  
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

MAP FINDINGS

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Env Problem: 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.

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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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.

Dump: False  
Structure: True  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: 1981  
Lat/Long: 43:04:10:0 / 76:10:01:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 4/4/2014 11:47:00 AM  
Updated By: CFMANNES  
Own Op: 3  
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: 4  
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: 4  
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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Own Op: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Newton Refining  
Owner Address: Not reported  
Owner Addr2: Not reported  
Owner City,St,Zip:ZZ  
Owner Country: United States of America  
Own Op: 4  
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: 4  
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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Seitz Oil Products  
Owner Address: 2802 Lodi Street  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13208  
Owner Country: United States of America  
HW Code: 734013  
Waste Type: FLAMABLE LIQUID, (D001, D008, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC LIQUID, (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CAUSTIC LIQUID & SOLIDS (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CONCENTRATED SULFURIC ACID (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Waste Type: ACID SLUDGES (D001, D002, D004)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SLUDGES (D006, D007, D008, F002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SOLIDS (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: NYD980592448

Cross Ref Type Code:  
Cross Ref Type: RCRA EPA ID No.  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 3/31/2011 9:33:00 AM  
Updated By: DADESNOY  
Crossref ID: D7-0001-07-07

Cross Ref Type Code:  
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: B/P 05301/0515 Inst&#35;35940

Cross Ref Type Code:  
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:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD980592448

Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Name: QUANTA RESOURCES  
Address: 2802-2810 LODI STREET  
City,State,Zip: SYRACUSE, NY 13208  
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: JJTEETER  
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,

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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 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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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 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: Not reported  
Disp Term: 1981  
Lat/Long: 43:04:10:0 / 76:10:01:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 4/4/2014 11:47:00 AM  
Updated By: CFMANNES  
Own Op: 3  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: \*\*\* MULTIPLE SITE OWNERS \*\*\*  
Owner Address: Not reported  
Owner Addr2: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Owner City,St,Zip:ZZ  
Owner Country: United States of America  
Own Op: 4  
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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Newton Refining  
Owner Address: Not reported  
Owner Addr2: Not reported  
Owner City,St,Zip:ZZ  
Owner Country: United States of America  
Own Op: 4  
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: 4  
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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Seitz Oil Products  
Owner Address: 2802 Lodi Street  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13208

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Owner Country: United States of America  
HW Code: 734013  
Waste Type: FLAMABLE LIQUID, (D001, D008, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC LIQUID, (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CAUSTIC LIQUID & SOLIDS (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CONCENTRATED SULFURIC ACID (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ACID SLUDGES (D001, D002, D004)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SLUDGES (D006, D007, D008, F002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SOLIDS (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: NYD980592448  
Cross Ref Type Code:  
Cross Ref Type: RCRA EPA ID No.  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 3/31/2011 9:33:00 AM  
Updated By: DADESNOY  
Crossref ID: D7-0001-07-07  
Cross Ref Type Code:  
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: B/P 05301/0515 Inst&#35;35940  
Cross Ref Type Code:  
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:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD980592448  
Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Name: QUANTA RESOURCES  
Address: 2802-2810 LODI STREET  
City,State,Zip: SYRACUSE, NY 13208  
Site Code: 58626  
Control Name: Landuse Restriction  
HW Code: 734013  
Control Code: 25  
Control Type: INST  
Dt record added: 05/31/2013  
Dt rec updated: 05/05/2015  
Updated By: JJTEETER  
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 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

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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 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.

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

QUANTA RESOURCES CORPORATION (Continued)

1000321851

Dump: False  
Structure: True  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: 1981  
Lat/Long: 43:04:10:0 / 76:10:01:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 4/4/2014 11:47:00 AM  
Updated By: CFMANNES  
Own Op: 3  
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: 4  
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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Newton Refining  
Owner Address: Not reported  
Owner Addr2: Not reported  
Owner City,St,Zip:ZZ  
Owner Country: United States of America  
Own Op: 4  
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: 4  
Sub Type: E  
Owner Name: Not reported  
Owner Company: Hudson Oil  
Owner Address: Not reported



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Owner Addr2: Not reported  
Owner City,St,Zip:ZZ  
Owner Country: United States of America  
Own Op: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Seitz Oil Products  
Owner Address: 2802 Lodi Street  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13208  
Owner Country: United States of America  
HW Code: 734013  
Waste Type: FLAMABLE LIQUID, (D001, D008, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC LIQUID, (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CAUSTIC LIQUID & SOLIDS (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CONCENTRATED SULFURIC ACID (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ACID SLUDGES (D001, D002, D004)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SLUDGES (D006, D007, D008, F002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SOLIDS (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: NYD980592448  
Cross Ref Type Code:  
Cross Ref Type: RCRA EPA ID No.  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 3/31/2011 9:33:00 AM  
Updated By: DADESNOY  
Crossref ID: D7-0001-07-07  
Cross Ref Type Code:  
Cross Ref Type: Agreement/Consent Order Number  
Record Added Date: 3/31/2013 11:25:00 AM

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Record Updated: 5/31/2013 11:25:00 AM  
Updated By: CFMANNES  
Crossref ID: B/P 05301/0515 Inst&#35;35940  
Cross Ref Type Code:  
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:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD980592448  
Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Name: QUANTA RESOURCES  
Address: 2802-2810 LODI STREET  
City,State,Zip: SYRACUSE, NY 13208  
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: JJTEETER  
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

MAP FINDINGS

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Env Problem:

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.

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

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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.

Dump: False  
Structure: True  
Lagoon: False  
Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: 1981  
Lat/Long: 43:04:10:0 / 76:10:01:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 4/4/2014 11:47:00 AM  
Updated By: CFMANNES  
Own Op: 3  
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: 4  
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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Owner Company: Newton Refining  
Owner Address: Not reported  
Owner Addr2: Not reported  
Owner City,St,Zip:ZZ  
Owner Country: United States of America  
Own Op: 4  
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: 4  
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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Seitz Oil Products  
Owner Address: 2802 Lodi Street  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13208  
Owner Country: United States of America  
HW Code: 734013  
Waste Type: FLAMABLE LIQUID, (D001, D008, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC LIQUID, (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CAUSTIC LIQUID & SOLIDS (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CONCENTRATED SULFURIC ACID (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ACID SLUDGES (D001, D002, D004)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

HW Code: 734013  
Waste Type: ORGANIC SLUDGES (D006, D007, D008, F002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SOLIDS (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: NYD980592448  
Cross Ref Type Code:  
Cross Ref Type: RCRA EPA ID No.  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 3/31/2011 9:33:00 AM  
Updated By: DADESNOY  
Crossref ID: D7-0001-07-07  
Cross Ref Type Code:  
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: B/P 05301/0515 Inst&#35;35940  
Cross Ref Type Code:  
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:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD980592448  
Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Name: QUANTA RESOURCES  
Address: 2802-2810 LODI STREET  
City,State,Zip: SYRACUSE, NY 13208  
Site Code: 58626  
Control Name: Ground Water Use Restriction  
HW Code: 734013  
Control Code: 8  
Control Type: INST  
Dt record added: 05/31/2013  
Dt rec updated: 05/05/2015  
Updated By: JJTEETER  
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

MAP FINDINGS

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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 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,

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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 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: Not reported  
Disp Term: 1981  
Lat/Long: 43:04:10:0 / 76:10:01:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 4/4/2014 11:47:00 AM  
Updated By: CFMANNES  
Own Op: 3  
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: 4



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Newton Refining  
Owner Address: Not reported  
Owner Addr2: Not reported  
Owner City,St,Zip:ZZ  
Owner Country: United States of America  
Own Op: 4  
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: 4  
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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Seitz Oil Products  
Owner Address: 2802 Lodi Street  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13208  
Owner Country: United States of America  
HW Code: 734013  
Waste Type: FLAMABLE LIQUID, (D001, D008, F002, F003, F005)

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC LIQUID, (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CAUSTIC LIQUID & SOLIDS (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CONCENTRATED SULFURIC ACID (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ACID SLUDGES (D001, D002, D004)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SLUDGES (D006, D007, D008, F002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SOLIDS (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: NYD980592448  
Cross Ref Type Code:  
Cross Ref Type: RCRA EPA ID No.  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 3/31/2011 9:33:00 AM  
Updated By: DADESNOY  
Crossref ID: D7-0001-07-07  
Cross Ref Type Code:  
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: B/P 05301/0515 Inst&#35;35940  
Cross Ref Type Code:  
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:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD980592448  
Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

Map ID  
Direction  
Distance  
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MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Name: QUANTA RESOURCES  
Address: 2802-2810 LODI STREET  
City,State,Zip: SYRACUSE, NY 13208  
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: JJTEETER  
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 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.

Map ID  
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MAP FINDINGS

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EDR ID Number  
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**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

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 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

Map ID  
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MAP FINDINGS

Site

Database(s)

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EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Landfill: False  
Pond: False  
Disp Start: Not reported  
Disp Term: 1981  
Lat/Long: 43:04:10:0 / 76:10:01:0  
Dell: False  
Record Add: 11/18/1999 12:00:00 PM  
Record Upd: 4/4/2014 11:47:00 AM  
Updated By: CFMANNES  
Own Op: 3  
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: 4  
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: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Newton Refining  
Owner Address: Not reported  
Owner Addr2: Not reported  
Owner City,St,Zip:ZZ  
Owner Country: United States of America  
Own Op: 4  
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: 4  
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

Map ID  
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Distance  
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MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Own Op: 4  
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: 4  
Sub Type: NNN  
Owner Name: Not reported  
Owner Company: Seitz Oil Products  
Owner Address: 2802 Lodi Street  
Owner Addr2: Not reported  
Owner City,St,Zip:Syracuse, NY 13208  
Owner Country: United States of America  
HW Code: 734013  
Waste Type: FLAMABLE LIQUID, (D001, D008, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC LIQUID, (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CAUSTIC LIQUID & SOLIDS (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: CONCENTRATED SULFURIC ACID (D002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ACID SLUDGES (D001, D002, D004)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SLUDGES (D006, D007, D008, F002)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
HW Code: 734013  
Waste Type: ORGANIC SOLIDS (D040, F002, F003, F005)  
Waste Quantity: UNKNOWN  
Waste Code: Not reported  
Crossref ID: NYD980592448  
Cross Ref Type Code:  
Cross Ref Type: RCRA EPA ID No.  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 3/31/2011 9:33:00 AM  
Updated By: DADESNOY  
Crossref ID: D7-0001-07-07  
Cross Ref Type Code:  
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: B/P 05301/0515 Inst&#35;35940

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**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Cross Ref Type Code:  
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:  
Cross Ref Type: Alternate Site Name  
Record Added Date: 6/16/2011  
Record Updated: 6/16/2011  
Updated By: jdjarrat  
Crossref ID: NYD980592448  
Cross Ref Type Code:  
Cross Ref Type: EPA Site ID  
Record Added Date: 1/18/1999 12:00:00 PM  
Record Updated: 5/10/2001 4:31:00 PM  
Updated By: REGTRANS

RCRA NonGen / NLR:

Date form received by agency: 2007-01-01 00:00:00.0  
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  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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

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**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
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  
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: 2006-01-01 00:00:00.0  
Site name: QUANTA RESOURCES SITE-USEPA REGION 2  
Classification: Not a generator, verified

Date form received by agency: 2001-01-01 00:00:00.0  
Site name: US EPA QUANTA RESOURCES SITE  
Classification: Large Quantity Generator

Date form received by agency: 1999-07-29 00:00:00.0  
Site name: QUANTA RESOURCES SITE-USEPA REGION 2  
Classification: Large Quantity Generator

Date form received by agency: 1998-06-16 00:00:00.0  
Site name: QUANTA RESOURCES  
Classification: Large Quantity Generator

Date form received by agency: 1992-02-18 00:00:00.0  
Site name: QUANTARESOUR  
Classification: Large Quantity Generator

Date form received by agency: 1981-03-01 00:00:00.0  
Site name: QUANTA RESOURCES SITE-USEPA REGION 2  
Classification: Not a generator, verified

Date form received by agency: 1980-10-24 00:00:00.0  
Site name: QUANTA RESOURCES SITE-USEPA REGION 2  
Classification: Not a generator, verified



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**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Hazardous Waste Summary:

- . Waste code: D000
- . Waste name: Not Defined
  
- . Waste code: D008
- . Waste name: LEAD

Corrective Action Summary:

- Event date: 1990-02-28 00:00:00.0
- Event: DETERMINATION OF NEED FOR AN INVESTIGATION
  
- Event date: 1990-02-28 00:00:00.0
- Event: INTERIM MEASURES PLAN APPROVED
  
- Event date: 1992-05-30 00:00:00.0
- Event: STABILIZATION CONSTRUCTION COMPLETED
  
- Event date: 1993-09-08 00:00:00.0
- Event: CA PRIORITIZATION-HIGH CA PRIORITY
  
- Event date: 1995-02-10 00:00:00.0
- Event: REFERRED TO A NON-RCRA AUTHORITY-REFERRED TO CERCLA
  
- Event date: 1995-02-10 00:00:00.0
- Event: STABILIZATION MEASURES EVALUATION-NOT AMENABLE TO STABILIZATION (NOT FEASIBLE)
  
- Event date: 1995-05-09 00:00:00.0
- Event: RFA COMPLETED
  
- Event date: 1995-05-09 00:00:00.0
- Event: DETERMINATION OF NEED FOR AN INVESTIGATION-INVESTIGATION IS NECESSARY
  
- Event date: 2011-02-16 00:00:00.0
- Event: DATE FOR PUBLIC NOTICE ON PROPOSED REMEDY
  
- Event date: 2011-03-21 00:00:00.0
- Event: HUMAN EXPOSURES CONTROLLED DETERMINATION-YES, APPLICABLE AS OF THIS DATE
  
- Event date: 2011-03-29 00:00:00.0
- Event: REMEDY DECISION
  
- Event date: 2013-03-27 00:00:00.0
- Event: RELEASE TO GW CONTROLLED DETERMINATION-YES, APPLICABLE AS OF THIS DATE
  
- Event date: 2014-09-30 00:00:00.0
- Event: REMEDY CONSTRUCTION-REMEDY CONSTRUCTED
  
- Event date: 2015-03-13 00:00:00.0
- Event: READY FOR ANTICIPATED USE DETERMINATION - READY FOR ANTICIPATED USE
  
- Event date: 2019-09-10 00:00:00.0
- Event: FINAL CORRECTIVE MEASURES EVALUATION

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**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Facility Has Received Notices of Violations:

Regulation violated: Not reported  
Area of violation: Generators - Records/Reporting  
Date violation determined: 2000-07-19 00:00:00.0  
Date achieved compliance: 2000-10-16 00:00:00.0  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 2000-07-19 00:00:00.0  
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: 1987-06-30 00:00:00.0  
Date achieved compliance: 1987-09-22 00:00:00.0  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 1987-09-22 00:00:00.0  
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: 2000-03-01 00:00:00.0  
Evaluation: NON-FINANCIAL RECORD REVIEW  
Area of violation: Generators - Records/Reporting  
Date achieved compliance: 2000-10-16 00:00:00.0  
Evaluation lead agency: State

Evaluation date: 1987-06-30 00:00:00.0  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Generators - General  
Date achieved compliance: 1987-09-22 00:00:00.0  
Evaluation lead agency: State

2020 COR ACTION:

EPA ID: NYD980592448  
Region: 2  
Action: Remedy Construction

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

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**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

AMERICA LAFRANCE, STATLER TOWERS  
AMERICAN PREMIER UNDERWRITERS/PENN CENTL  
ANCHOR MOTOR FRIEGHT C/O LEASWAY BOR  
ANHEUSER-BUSCH, INC.  
ANHUESER-BUSCH COMPANIES, INC.  
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: 110000738989

Map ID  
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MAP FINDINGS

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EDR ID Number  
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**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Action Name: Armstrong World Industries (NC)  
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Facility Address: 2802-2810 LODI ST  
SYRACUSE, NY 13208

Enforcement Action Type: Bankruptcy  
Facility County: ONONDAGA  
Program System Acronym: CERCLIS  
Enforcement Action Forum Desc: Judicial  
EA Type Code: BNK  
Facility SIC Code: Not reported  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 43.06901  
Longitude in Decimal Degrees: -76.16668  
Permit Type Desc: Not reported  
Program System Acronym: NYD980592448  
Facility NAICS Code: Not reported  
Tribal Land Code: Not reported

Enforcement Action ID: 02-2003-0002  
FRS ID: 110000738989  
Action Name: Alcan Aluminum Corporation  
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  
Program System Acronym: ICIS  
Enforcement Action Forum Desc: Judicial  
EA Type Code: CIV  
Facility SIC Code: Not reported  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 43.06877  
Longitude in Decimal Degrees: -76.166158  
Permit Type Desc: Not reported  
Program System Acronym: 14762  
Facility NAICS Code: Not reported  
Tribal Land Code: Not reported

Enforcement Action ID: 02-1997-0409  
FRS ID: 110000738989  
Action Name: DELAWARE AND HUDSON RAILWAY CO.  
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Facility Address: 2802-2810 LODI ST  
SYRACUSE, NY 13208

Enforcement Action Type: Bankruptcy  
Facility County: ONONDAGA  
Program System Acronym: ICIS  
Enforcement Action Forum Desc: Judicial  
EA Type Code: BNK  
Facility SIC Code: Not reported  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 43.06877  
Longitude in Decimal Degrees: -76.166158  
Permit Type Desc: Not reported  
Program System Acronym: 14762  
Facility NAICS Code: Not reported  
Tribal Land Code: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Enforcement Action ID: 02-1996-0284  
FRS ID: 110000738989  
Action Name: QUANTA RESOURCES  
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Facility Address: 2802-2810 LODI ST  
SYRACUSE, NY 13208

Enforcement Action Type: CERCLA 122h Agrmt For Cost Recovery  
Facility County: ONONDAGA  
Program System Acronym: ICIS  
Enforcement Action Forum Desc: Administrative - Formal  
EA Type Code: 122H  
Facility SIC Code: Not reported  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 43.06877  
Longitude in Decimal Degrees: -76.166158  
Permit Type Desc: Not reported  
Program System Acronym: 14762  
Facility NAICS Code: Not reported  
Tribal Land Code: Not reported

Enforcement Action ID: 02-1996-0283  
FRS ID: 110000738989  
Action Name: QUANTA SYRACUSE  
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Facility Address: 2802-2810 LODI ST  
SYRACUSE, NY 13208

Enforcement Action Type: CERCLA 106 AO For Resp Action/Imm Haz  
Facility County: ONONDAGA  
Program System Acronym: ICIS  
Enforcement Action Forum Desc: Administrative - Formal  
EA Type Code: 106  
Facility SIC Code: Not reported  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 43.06877  
Longitude in Decimal Degrees: -76.166158  
Permit Type Desc: Not reported  
Program System Acronym: 14762  
Facility NAICS Code: Not reported  
Tribal Land Code: Not reported

Enforcement Action ID: 02-1995-0345  
FRS ID: 110000738989  
Action Name: ADVANCE SCREW PRODUCTS CORP ET AL  
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Facility Address: 2802-2810 LODI ST  
SYRACUSE, NY 13208

Enforcement Action Type: CERCLA 122G Admin. Deminimis Cost Recov Settlement (Old)  
Facility County: ONONDAGA  
Program System Acronym: ICIS  
Enforcement Action Forum Desc: Administrative - Formal  
EA Type Code: 122G  
Facility SIC Code: Not reported  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 43.06877  
Longitude in Decimal Degrees: -76.166158  
Permit Type Desc: Not reported  
Program System Acronym: 14762

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Facility NAICS Code: Not reported  
Tribal Land Code: Not reported

Enforcement Action ID: 02-1995-0344  
FRS ID: 110000738989  
Action Name: ALBERT GATES INC ET AL  
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Facility Address: 2802-2810 LODI ST  
SYRACUSE, NY 13208

Enforcement Action Type: CERCLA 122h Agrmt For Cost Recovery  
Facility County: ONONDAGA  
Program System Acronym: ICIS  
Enforcement Action Forum Desc: Administrative - Formal  
EA Type Code: 122H  
Facility SIC Code: Not reported  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 43.06877  
Longitude in Decimal Degrees: -76.166158  
Permit Type Desc: Not reported  
Program System Acronym: 14762  
Facility NAICS Code: Not reported  
Tribal Land Code: Not reported

Enforcement Action ID: 02-1992-0287  
FRS ID: 110000738989  
Action Name: U.S. AIR FORCE, ET AL  
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Facility Address: 2802-2810 LODI ST  
SYRACUSE, NY 13208

Enforcement Action Type: CERCLA 122h Agrmt For Cost Recovery  
Facility County: ONONDAGA  
Program System Acronym: ICIS  
Enforcement Action Forum Desc: Administrative - Formal  
EA Type Code: 122H  
Facility SIC Code: Not reported  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 43.06877  
Longitude in Decimal Degrees: -76.166158  
Permit Type Desc: Not reported  
Program System Acronym: 14762  
Facility NAICS Code: Not reported  
Tribal Land Code: Not reported

Enforcement Action ID: 02-1992-0271  
FRS ID: 110000738989  
Action Name: ALLIED SIGNAL, INC ET AL  
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Facility Address: 2802-2810 LODI ST  
SYRACUSE, NY 13208

Enforcement Action Type: CERCLA 122h Agrmt For Cost Recovery  
Facility County: ONONDAGA  
Program System Acronym: ICIS  
Enforcement Action Forum Desc: Administrative - Formal  
EA Type Code: 122H  
Facility SIC Code: Not reported  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 43.06877

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Longitude in Decimal Degrees: -76.166158  
Permit Type Desc: Not reported  
Program System Acronym: 14762  
Facility NAICS Code: Not reported  
Tribal Land Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Tribal Indicator:	N
Fed Facility:	No
NAIC Code:	Not reported
SIC Code:	Not reported
Facility Name:	QUANTA RESOURCES SITE USEPA REGION 2
Address:	2802-2810 LODI ST
Tribal Indicator:	N
Fed Facility:	No
NAIC Code:	Not reported
SIC Code:	Not reported
Facility Name:	QUANTA RESOURCES SITE USEPA REGION 2
Address:	2802-2810 LODI ST
Tribal Indicator:	N
Fed Facility:	No
NAIC Code:	Not reported
SIC Code:	Not reported
Facility Name:	QUANTA RESOURCES SITE USEPA REGION 2
Address:	2802-2810 LODI ST
Tribal Indicator:	N
Fed Facility:	No
NAIC Code:	Not reported
SIC Code:	Not reported
Facility Name:	QUANTA RESOURCES SITE USEPA REGION 2
Address:	2802-2810 LODI ST
Tribal Indicator:	N
Fed Facility:	No
NAIC Code:	Not reported
SIC Code:	Not reported
Facility Name:	QUANTA RESOURCES SITE USEPA REGION 2
Address:	2802-2810 LODI ST
Tribal Indicator:	N
Fed Facility:	No
NAIC Code:	Not reported
SIC Code:	Not reported
Facility Name:	QUANTA RESOURCES SITE USEPA REGION 2
Address:	2802-2810 LODI ST
Tribal Indicator:	N
Fed Facility:	No
NAIC Code:	Not reported
SIC Code:	Not reported
Facility Name:	QUANTA RESOURCES SITE USEPA REGION 2
Address:	2802-2810 LODI ST
Tribal Indicator:	N

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

Facility Name: QUANTA RESOURCES SITE USEPA REGION 2  
Address: 2802-2810 LODI ST  
Tribal Indicator: N  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: Not reported

**FINDS:**

Registry ID: 110000738989  
Facility URL: [http://ofmpub.epa.gov/enviro/fii\\_query\\_detail\\_disp\\_program\\_facility?p\\_registry\\_id=110000738989](http://ofmpub.epa.gov/enviro/fii_query_detail_disp_program_facility?p_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.

**SUPERFUND (NON-NPL)**

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 it 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;

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MAP FINDINGS

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**QUANTA RESOURCES CORPORATION (Continued)**

**1000321851**

Incident Tracking, Compliance Assistance, and Compliance Monitoring.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

**ECHO:**

Envid: 1000321851  
Registry ID: 110000738989  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110000738989>  
Name: QUANTA RESOURCES CORPORATION  
Address: 2802-2810 LODI ST  
City,State,Zip: SYRACUSE, NY 13208

Count: 10 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
SYRACUSE	S113916647	NIMO - SYRACUSE - 7TH NORTH STREET	7TH NORTH STREET	13208	NY SHWS
SYRACUSE	S113922034	CORNER OF ERIE BLVD. & PEAT STREET	CORNER OF ERIE BLVD & PEAT STR		NY VCP
SYRACUSE	S106972556	C;ED ENTERPRISES	DIVISION ST/JOHN ST		NY LTANKS
SYRACUSE	S108146406	ROTONDO WAREHOUSE	WEST DIVISION STREET	13204	NY SHWS, NY HSWDS
SYRACUSE	1015735659	NIAGARA MOHAWK /NM HQ	ERIE BOULEVARD WEST	13202	SEMS-ARCHIVE
SYRACUSE	S106229062	CARBACIO AUTO	1915 ERIE BOULEVARD EAST & COR	13210	NY ENG CONTROLS, NY INST CONTROL, NY VCP, NY BROWNFIEL
SYRACUSE	S113916519	FORM. DUPLI GRAPHICS FACILITY(400	358 WEST JEFFERSON STREET & WE		NY VCP, NY BROWNFIELDS
SYRACUSE	S113916541	W.JEFFERSON ST. ROADWAY&ROW(400 OF	WEST JEFFERSON STREET		NY VCP, NY BROWNFIELDS
SYRACUSE	S104619278	SPILL NUMBER 9513634	LOT C30 FOLANDS TRLR PARK		NY LTANKS
SYRACUSE	S113492639	SIDA PROPERTIES	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: 01/30/2020	Source: EPA
Date Data Arrived at EDR: 02/05/2020	Telephone: N/A
Date Made Active in Reports: 02/14/2020	Last EDR Contact: 05/06/2020
Number of Days to Update: 9	Next Scheduled EDR Contact: 07/13/2020
	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: 01/30/2020	Source: EPA
Date Data Arrived at EDR: 02/05/2020	Telephone: N/A
Date Made Active in Reports: 02/14/2020	Last EDR Contact: 05/06/2020
Number of Days to Update: 9	Next Scheduled EDR Contact: 07/13/2020
	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.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/1991  
Date Data Arrived at EDR: 02/02/1994  
Date Made Active in Reports: 03/30/1994  
Number of Days to Update: 56

Source: EPA  
Telephone: 202-564-4267  
Last EDR Contact: 08/15/2011  
Next Scheduled EDR Contact: 11/28/2011  
Data Release Frequency: No Update Planned

## ***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: 01/30/2020  
Date Data Arrived at EDR: 02/05/2020  
Date Made Active in Reports: 02/14/2020  
Number of Days to Update: 9

Source: EPA  
Telephone: N/A  
Last EDR Contact: 05/06/2020  
Next Scheduled EDR Contact: 07/13/2020  
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: 04/03/2019  
Date Data Arrived at EDR: 04/05/2019  
Date Made Active in Reports: 05/14/2019  
Number of Days to Update: 39

Source: Environmental Protection Agency  
Telephone: 703-603-8704  
Last EDR Contact: 04/03/2020  
Next Scheduled EDR Contact: 07/13/2020  
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 know 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: 01/30/2020  
Date Data Arrived at EDR: 02/05/2020  
Date Made Active in Reports: 02/14/2020  
Number of Days to Update: 9

Source: EPA  
Telephone: 800-424-9346  
Last EDR Contact: 05/06/2020  
Next Scheduled EDR Contact: 07/27/2020  
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 given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 01/30/2020	Source: EPA
Date Data Arrived at EDR: 02/05/2020	Telephone: 800-424-9346
Date Made Active in Reports: 02/14/2020	Last EDR Contact: 05/06/2020
Number of Days to Update: 9	Next Scheduled EDR Contact: 07/27/2020
	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: 03/23/2020	Source: EPA
Date Data Arrived at EDR: 03/25/2020	Telephone: 800-424-9346
Date Made Active in Reports: 05/21/2020	Last EDR Contact: 03/25/2020
Number of Days to Update: 57	Next Scheduled EDR Contact: 07/06/2020
	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: 03/23/2020	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/25/2020	Telephone: (212) 637-3660
Date Made Active in Reports: 05/21/2020	Last EDR Contact: 03/25/2020
Number of Days to Update: 57	Next Scheduled EDR Contact: 07/06/2020
	Data Release Frequency: Quarterly

## ***Federal RCRA generators list***

RCRA-LQG: 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: 03/23/2020	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/25/2020	Telephone: (212) 637-3660
Date Made Active in Reports: 05/21/2020	Last EDR Contact: 03/25/2020
Number of Days to Update: 57	Next Scheduled EDR Contact: 07/06/2020
	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: 03/23/2020	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/25/2020	Telephone: (212) 637-3660
Date Made Active in Reports: 05/21/2020	Last EDR Contact: 03/25/2020
Number of Days to Update: 57	Next Scheduled EDR Contact: 07/06/2020
	Data Release Frequency: Quarterly

### RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly 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). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/23/2020	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/25/2020	Telephone: (212) 637-3660
Date Made Active in Reports: 05/21/2020	Last EDR Contact: 03/25/2020
Number of Days to Update: 57	Next Scheduled EDR Contact: 07/06/2020
	Data Release Frequency: Quarterly

### ***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 properties.

Date of Government Version: 11/04/2019	Source: Department of the Navy
Date Data Arrived at EDR: 11/13/2019	Telephone: 843-820-7326
Date Made Active in Reports: 01/28/2020	Last EDR Contact: 05/14/2020
Number of Days to Update: 76	Next Scheduled EDR Contact: 08/24/2020
	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 effect human health.

Date of Government Version: 02/13/2020	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/20/2020	Telephone: 703-603-0695
Date Made Active in Reports: 05/15/2020	Last EDR Contact: 05/15/2020
Number of Days to Update: 85	Next Scheduled EDR Contact: 09/07/2020
	Data Release Frequency: Varies

#### US INST CONTROLS: Institutional Controls Sites List

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: 02/13/2020	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/20/2020	Telephone: 703-603-0695
Date Made Active in Reports: 05/15/2020	Last EDR Contact: 05/15/2020
Number of Days to Update: 85	Next Scheduled EDR Contact: 09/07/2020
	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: 12/16/2019  
Date Data Arrived at EDR: 12/19/2019  
Date Made Active in Reports: 03/06/2020  
Number of Days to Update: 78

Source: National Response Center, United States Coast Guard  
Telephone: 202-267-2180  
Last EDR Contact: 03/24/2020  
Next Scheduled EDR Contact: 07/06/2020  
Data Release Frequency: Quarterly

## **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: 02/10/2020  
Date Data Arrived at EDR: 02/12/2020  
Date Made Active in Reports: 04/22/2020  
Number of Days to Update: 70

Source: Department of Environmental Conservation  
Telephone: 518-402-9622  
Last EDR Contact: 05/13/2020  
Next Scheduled EDR Contact: 08/24/2020  
Data Release Frequency: Annually

## **State and tribal landfill and/or solid waste disposal site lists**

### SWF/LF: Facility Register

Solid Waste Facilities/Landfill Sites. SWF/LF 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: 10/09/2019  
Date Data Arrived at EDR: 10/10/2019  
Date Made Active in Reports: 12/18/2019  
Number of Days to Update: 69

Source: Department of Environmental Conservation  
Telephone: 518-402-8678  
Last EDR Contact: 04/03/2020  
Next Scheduled EDR Contact: 07/13/2020  
Data Release Frequency: Quarterly

## **State and tribal leaking storage tank lists**

### INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 10/10/2019  
Date Data Arrived at EDR: 12/05/2019  
Date Made Active in Reports: 02/10/2020  
Number of Days to Update: 67

Source: EPA Region 4  
Telephone: 404-562-8677  
Last EDR Contact: 05/20/2020  
Next Scheduled EDR Contact: 08/03/2020  
Data Release Frequency: Varies

### INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 10/03/2019  
Date Data Arrived at EDR: 12/04/2019  
Date Made Active in Reports: 02/14/2020  
Number of Days to Update: 72

Source: EPA Region 8  
Telephone: 303-312-6271  
Last EDR Contact: 05/20/2020  
Next Scheduled EDR Contact: 08/03/2020  
Data Release Frequency: Varies

### INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/04/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/04/2019	Telephone: 415-972-3372
Date Made Active in Reports: 02/27/2020	Last EDR Contact: 05/20/2020
Number of Days to Update: 85	Next Scheduled EDR Contact: 08/03/2020
	Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 10/11/2019	Source: EPA Region 10
Date Data Arrived at EDR: 12/04/2019	Telephone: 206-553-2857
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 05/20/2020
Number of Days to Update: 68	Next Scheduled EDR Contact: 08/03/2020
	Data Release Frequency: Varies

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: 10/01/2019	Source: EPA Region 1
Date Data Arrived at EDR: 12/04/2019	Telephone: 617-918-1313
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 05/20/2020
Number of Days to Update: 68	Next Scheduled EDR Contact: 08/03/2020
	Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 10/02/2019	Source: EPA Region 6
Date Data Arrived at EDR: 12/04/2019	Telephone: 214-665-6597
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 05/20/2020
Number of Days to Update: 68	Next Scheduled EDR Contact: 08/03/2020
	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: 10/01/2019	Source: EPA, Region 5
Date Data Arrived at EDR: 12/04/2019	Telephone: 312-886-7439
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 05/20/2020
Number of Days to Update: 68	Next Scheduled EDR Contact: 08/03/2020
	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: 10/15/2019	Source: EPA Region 7
Date Data Arrived at EDR: 12/17/2019	Telephone: 913-551-7003
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 05/20/2020
Number of Days to Update: 55	Next Scheduled EDR Contact: 08/03/2020
	Data Release Frequency: Varies

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: 02/07/2020	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 02/07/2020	Telephone: 518-402-9549
Date Made Active in Reports: 04/20/2020	Last EDR Contact: 05/13/2020
Number of Days to Update: 73	Next Scheduled EDR Contact: 08/24/2020
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## 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: 08/27/2019	Source: FEMA
Date Data Arrived at EDR: 08/28/2019	Telephone: 202-646-5797
Date Made Active in Reports: 11/11/2019	Last EDR Contact: 03/19/2020
Number of Days to Update: 75	Next Scheduled EDR Contact: 07/20/2020
	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: 12/18/2019	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 12/19/2019	Telephone: 518-402-9549
Date Made Active in Reports: 03/02/2020	Last EDR Contact: 03/25/2020
Number of Days to Update: 74	Next Scheduled EDR Contact: 07/06/2020
	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

### 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: 12/18/2019	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 12/19/2019	Telephone: 518-402-9549
Date Made Active in Reports: 03/02/2020	Last EDR Contact: 03/25/2020
Number of Days to Update: 74	Next Scheduled EDR Contact: 07/06/2020
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## 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: 12/18/2019  
Date Data Arrived at EDR: 12/19/2019  
Date Made Active in Reports: 03/02/2020  
Number of Days to Update: 74

Source: Department of Environmental Conservation  
Telephone: 518-402-9549  
Last EDR Contact: 03/25/2020  
Next Scheduled EDR Contact: 07/06/2020  
Data Release Frequency: Quarterly

## AST: Petroleum Bulk Storage

Registered Aboveground Storage Tanks.

Date of Government Version: 12/18/2019  
Date Data Arrived at EDR: 12/19/2019  
Date Made Active in Reports: 03/02/2020  
Number of Days to Update: 74

Source: Department of Environmental Conservation  
Telephone: 518-402-9549  
Last EDR Contact: 03/25/2020  
Next Scheduled EDR Contact: 07/06/2020  
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  
Date Data Arrived at EDR: 02/20/2002  
Date Made Active in Reports: 03/22/2002  
Number of Days to Update: 30

Source: NYSDEC  
Telephone: 518-402-9549  
Last EDR Contact: 07/25/2005  
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  
Date Data Arrived at EDR: 02/20/2002  
Date Made Active in Reports: 03/22/2002  
Number of Days to Update: 30

Source: NYSDEC  
Telephone: 518-402-9549  
Last EDR Contact: 07/25/2005  
Next Scheduled EDR Contact: 10/24/2005  
Data Release Frequency: No Update Planned

## 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: 10/11/2019  
Date Data Arrived at EDR: 12/04/2019  
Date Made Active in Reports: 02/10/2020  
Number of Days to Update: 68

Source: EPA Region 10  
Telephone: 206-553-2857  
Last EDR Contact: 05/20/2020  
Next Scheduled EDR Contact: 08/03/2020  
Data Release Frequency: Varies

## 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: 10/01/2019  
Date Data Arrived at EDR: 12/04/2019  
Date Made Active in Reports: 02/10/2020  
Number of Days to Update: 68

Source: EPA, Region 1  
Telephone: 617-918-1313  
Last EDR Contact: 05/20/2020  
Next Scheduled EDR Contact: 08/03/2020  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## 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: 10/10/2019	Source: EPA Region 4
Date Data Arrived at EDR: 12/05/2019	Telephone: 404-562-9424
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 05/20/2020
Number of Days to Update: 67	Next Scheduled EDR Contact: 08/03/2020
	Data Release Frequency: Varies

## 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: 10/01/2019	Source: EPA Region 5
Date Data Arrived at EDR: 12/04/2019	Telephone: 312-886-6136
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 05/20/2020
Number of Days to Update: 68	Next Scheduled EDR Contact: 08/03/2020
	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: 10/02/2019	Source: EPA Region 6
Date Data Arrived at EDR: 12/04/2019	Telephone: 214-665-7591
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 05/20/2020
Number of Days to Update: 68	Next Scheduled EDR Contact: 08/03/2020
	Data Release Frequency: Varies

## 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: 10/11/2019	Source: EPA Region 7
Date Data Arrived at EDR: 12/04/2019	Telephone: 913-551-7003
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 05/20/2020
Number of Days to Update: 68	Next Scheduled EDR Contact: 08/03/2020
	Data Release Frequency: Varies

## 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: 10/03/2019	Source: EPA Region 8
Date Data Arrived at EDR: 12/04/2019	Telephone: 303-312-6137
Date Made Active in Reports: 02/14/2020	Last EDR Contact: 05/20/2020
Number of Days to Update: 72	Next Scheduled EDR Contact: 08/03/2020
	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: 10/04/2019	Source: EPA Region 9
Date Data Arrived at EDR: 12/04/2019	Telephone: 415-972-3368
Date Made Active in Reports: 02/27/2020	Last EDR Contact: 05/20/2020
Number of Days to Update: 85	Next Scheduled EDR Contact: 08/03/2020
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## 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: 12/18/2019	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 12/19/2019	Telephone: 518-402-9543
Date Made Active in Reports: 03/02/2020	Last EDR Contact: 03/25/2020
Number of Days to Update: 74	Next Scheduled EDR Contact: 07/06/2020
	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: 12/16/2019	Source: New York City Department of City Planning
Date Data Arrived at EDR: 12/17/2019	Telephone: 212-720-3300
Date Made Active in Reports: 03/02/2020	Last EDR Contact: 03/20/2020
Number of Days to Update: 76	Next Scheduled EDR Contact: 06/29/2020
	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: 12/16/2019	Source: NYC Department of City Planning
Date Data Arrived at EDR: 12/16/2019	Telephone: 212-720-3401
Date Made Active in Reports: 03/02/2020	Last EDR Contact: 03/20/2020
Number of Days to Update: 77	Next Scheduled EDR Contact: 06/29/2020
	Data Release Frequency: Varies

### ENG CONTROLS: Registry of Engineering Controls

Environmental Remediation sites that have engineering controls in place.

Date of Government Version: 02/10/2020	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 02/12/2020	Telephone: 518-402-9553
Date Made Active in Reports: 04/22/2020	Last EDR Contact: 05/13/2020
Number of Days to Update: 70	Next Scheduled EDR Contact: 08/24/2020
	Data Release Frequency: Quarterly

### INST CONTROL: Registry of Institutional Controls

Environmental Remediation sites that have institutional controls in place.

Date of Government Version: 02/10/2020	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 02/12/2020	Telephone: 518-402-9553
Date Made Active in Reports: 04/22/2020	Last EDR Contact: 05/13/2020
Number of Days to Update: 70	Next Scheduled EDR Contact: 08/24/2020
	Data Release Frequency: Quarterly

## ***State and tribal voluntary cleanup sites***

### INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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

VCP NYC: Voluntary Cleanup Program Listing NYC  
New York City voluntary cleanup program sites.

Date of Government Version: 02/06/2020  
Date Data Arrived at EDR: 02/07/2020  
Date Made Active in Reports: 04/20/2020  
Number of Days to Update: 73

Source: New York City Office of Environmental Protection  
Telephone: 212-788-8841  
Last EDR Contact: 03/16/2020  
Next Scheduled EDR Contact: 06/29/2020  
Data Release Frequency: Varies

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: 03/18/2020  
Next Scheduled EDR Contact: 07/06/2020  
Data Release Frequency: Varies

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: 02/10/2020  
Date Data Arrived at EDR: 02/12/2020  
Date Made Active in Reports: 04/22/2020  
Number of Days to Update: 70

Source: Department of Environmental Conservation  
Telephone: 518-402-9711  
Last EDR Contact: 05/13/2020  
Next Scheduled EDR Contact: 08/24/2020  
Data Release Frequency: Semi-Annually

## **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: 02/10/2020  
Date Data Arrived at EDR: 02/12/2020  
Date Made Active in Reports: 04/22/2020  
Number of Days to Update: 70

Source: Department of Environmental Conservation  
Telephone: 518-402-9764  
Last EDR Contact: 05/13/2020  
Next Scheduled EDR Contact: 08/24/2020  
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: 02/10/2020  
Date Data Arrived at EDR: 02/12/2020  
Date Made Active in Reports: 04/22/2020  
Number of Days to Update: 70

Source: Department of Environmental Conservation  
Telephone: 518-402-9622  
Last EDR Contact: 05/13/2020  
Next Scheduled EDR Contact: 08/24/2020  
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: 12/02/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/16/2019	Telephone: 202-566-2777
Date Made Active in Reports: 03/06/2020	Last EDR Contact: 03/17/2020
Number of Days to Update: 81	Next Scheduled EDR Contact: 06/29/2020
	Data Release Frequency: Semi-Annually

### **Local Lists of Landfill / Solid Waste Disposal Sites**

#### SWTIRE: Registered Waste Tire Storage & Facility List

A listing of facilities registered to accept waste tires.

Date of Government Version: 02/27/2018	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 04/06/2018	Telephone: 518-402-8694
Date Made Active in Reports: 06/08/2018	Last EDR Contact: 03/09/2020
Number of Days to Update: 63	Next Scheduled EDR Contact: 06/22/2020
	Data Release Frequency: No Update Planned

#### SWRCY: Registered Recycling Facility List

A listing of recycling facilities.

Date of Government Version: 10/09/2019	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 10/10/2019	Telephone: 518-402-8678
Date Made Active in Reports: 12/18/2019	Last EDR Contact: 04/03/2020
Number of Days to Update: 69	Next Scheduled EDR Contact: 07/13/2020
	Data Release Frequency: Quarterly

#### 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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/03/2007	Telephone: 703-308-8245
Date Made Active in Reports: 01/24/2008	Last EDR Contact: 04/16/2020
Number of Days to Update: 52	Next Scheduled EDR Contact: 08/10/2020
	Data Release Frequency: Varies

#### 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.

Date of Government Version: 06/30/1985	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/09/2004	Telephone: 800-424-9346
Date Made Active in Reports: 09/17/2004	Last EDR Contact: 06/09/2004
Number of Days to Update: 39	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

#### 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.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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: 04/09/2020  
Next Scheduled EDR Contact: 08/03/2020  
Data Release Frequency: No Update Planned

## IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014  
Date Data Arrived at EDR: 08/06/2014  
Date Made Active in Reports: 01/29/2015  
Number of Days to Update: 176

Source: Department of Health & Human Services, Indian Health Service  
Telephone: 301-443-1452  
Last EDR Contact: 05/01/2020  
Next Scheduled EDR Contact: 08/10/2020  
Data Release Frequency: Varies

## 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: 06/11/2019  
Date Data Arrived at EDR: 06/13/2019  
Date Made Active in Reports: 09/03/2019  
Number of Days to Update: 82

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 05/18/2020  
Next Scheduled EDR Contact: 09/07/2020  
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: 02/10/2020  
Date Data Arrived at EDR: 02/12/2020  
Date Made Active in Reports: 04/22/2020  
Number of Days to Update: 70

Source: Department of Environmental Conservation  
Telephone: 518-402-9622  
Last EDR Contact: 05/13/2020  
Next Scheduled EDR Contact: 08/24/2020  
Data Release Frequency: Quarterly

### 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: 06/11/2019  
Date Data Arrived at EDR: 06/13/2019  
Date Made Active in Reports: 09/03/2019  
Number of Days to Update: 82

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 05/18/2020  
Next Scheduled EDR Contact: 09/07/2020  
Data Release Frequency: Quarterly

### PFAS: PFAS Contamination Site Location Listing

DEC surveyed select businesses, fire departments, fire training centers, bulk storage facilities, airports, and Department of Defense (DoD) facilities. The responses to the survey have helped to determine if these entities used or stored materials containing PFOA/PFOS including AFFF and dispersants used in Teflon coating operations. The results of this survey will be updated periodically as additional responses are received..

Date of Government Version: 01/16/2019  
Date Data Arrived at EDR: 05/08/2019  
Date Made Active in Reports: 06/24/2019  
Number of Days to Update: 47

Source: Department of Environmental Conservation  
Telephone: 518-402-9020  
Last EDR Contact: 05/04/2020  
Next Scheduled EDR Contact: 08/17/2020  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## **Local Lists of Registered Storage Tanks**

### **SUFFOLK CO TANKS: Storage Tank Database**

Facilities that have no tank information

Date of Government Version: 06/28/2018

Date Data Arrived at EDR: 02/05/2019

Date Made Active in Reports: 03/08/2019

Number of Days to Update: 31

Source: Department of Health Services

Telephone: 631-854-2516

Last EDR Contact: 04/17/2020

Next Scheduled EDR Contact: 08/10/2020

Data Release Frequency: Varies

### **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.

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: 03/06/2020

Date Data Arrived at EDR: 03/06/2020

Date Made Active in Reports: 05/12/2020

Number of Days to Update: 67

Source: Office of the State Comptroller

Telephone: 518-474-9034

Last EDR Contact: 05/14/2020

Next Scheduled EDR Contact: 08/17/2020

Data Release Frequency: Quarterly

### **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: 01/30/2020

Date Data Arrived at EDR: 02/05/2020

Date Made Active in Reports: 02/14/2020

Number of Days to Update: 9

Source: Environmental Protection Agency

Telephone: 202-564-6023

Last EDR Contact: 05/06/2020

Next Scheduled EDR Contact: 07/13/2020

Data Release Frequency: Semi-Annually

## **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.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/05/2019  
Date Data Arrived at EDR: 12/06/2019  
Date Made Active in Reports: 02/14/2020  
Number of Days to Update: 70

Source: U.S. Department of Transportation  
Telephone: 202-366-4555  
Last EDR Contact: 03/24/2020  
Next Scheduled EDR Contact: 07/06/2020  
Data Release Frequency: Quarterly

## 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, 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.

Date of Government Version: 02/07/2020  
Date Data Arrived at EDR: 02/07/2020  
Date Made Active in Reports: 04/20/2020  
Number of Days to Update: 73

Source: Department of Environmental Conservation  
Telephone: 518-402-9549  
Last EDR Contact: 05/13/2020  
Next Scheduled EDR Contact: 08/24/2020  
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

## 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  
Date Data Arrived at EDR: 01/03/2013  
Date Made Active in Reports: 02/12/2013  
Number of Days to Update: 40

Source: FirstSearch  
Telephone: N/A  
Last EDR Contact: 01/03/2013  
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  
Date Data Arrived at EDR: 01/03/2013  
Date Made Active in Reports: 03/07/2013  
Number of Days to Update: 63

Source: FirstSearch  
Telephone: N/A  
Last EDR Contact: 01/03/2013  
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.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 03/23/2020  
Date Data Arrived at EDR: 03/25/2020  
Date Made Active in Reports: 05/21/2020  
Number of Days to Update: 57

Source: Environmental Protection Agency  
Telephone: (212) 637-3660  
Last EDR Contact: 03/25/2020  
Next Scheduled EDR Contact: 07/06/2020  
Data Release Frequency: Quarterly

## 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: 01/28/2020  
Date Data Arrived at EDR: 02/19/2020  
Date Made Active in Reports: 05/14/2020  
Number of Days to Update: 85

Source: U.S. Army Corps of Engineers  
Telephone: 202-528-4285  
Last EDR Contact: 05/18/2020  
Next Scheduled EDR Contact: 08/31/2020  
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  
Date Data Arrived at EDR: 11/10/2006  
Date Made Active in Reports: 01/11/2007  
Number of Days to Update: 62

Source: USGS  
Telephone: 888-275-8747  
Last EDR Contact: 04/10/2020  
Next Scheduled EDR Contact: 07/20/2020  
Data Release Frequency: Semi-Annually

## FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated 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.

Date of Government Version: 04/02/2018  
Date Data Arrived at EDR: 04/11/2018  
Date Made Active in Reports: 11/06/2019  
Number of Days to Update: 574

Source: U.S. Geological Survey  
Telephone: 888-275-8747  
Last EDR Contact: 04/06/2020  
Next Scheduled EDR Contact: 07/20/2020  
Data Release Frequency: N/A

## SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, 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: 01/01/2017  
Date Data Arrived at EDR: 02/03/2017  
Date Made Active in Reports: 04/07/2017  
Number of Days to Update: 63

Source: Environmental Protection Agency  
Telephone: 615-532-8599  
Last EDR Contact: 05/15/2020  
Next Scheduled EDR Contact: 08/24/2020  
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: 12/16/2019  
Date Data Arrived at EDR: 12/19/2019  
Date Made Active in Reports: 02/27/2020  
Number of Days to Update: 70

Source: Environmental Protection Agency  
Telephone: 202-566-1917  
Last EDR Contact: 03/24/2020  
Next Scheduled EDR Contact: 07/06/2020  
Data Release Frequency: Quarterly

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### 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: 05/04/2020
Number of Days to Update: 88	Next Scheduled EDR Contact: 08/17/2020
	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: 09/30/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/08/2018	Telephone: 703-308-4044
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 05/08/2020
Number of Days to Update: 73	Next Scheduled EDR Contact: 08/17/2020
	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.

Date of Government Version: 12/31/2016	Source: EPA
Date Data Arrived at EDR: 06/21/2017	Telephone: 202-260-5521
Date Made Active in Reports: 01/05/2018	Last EDR Contact: 03/20/2020
Number of Days to Update: 198	Next Scheduled EDR Contact: 06/29/2020
	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: 12/31/2018	Source: EPA
Date Data Arrived at EDR: 02/05/2020	Telephone: 202-566-0250
Date Made Active in Reports: 04/24/2020	Last EDR Contact: 05/21/2020
Number of Days to Update: 79	Next Scheduled EDR Contact: 08/31/2020
	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: 05/01/2019	Source: EPA
Date Data Arrived at EDR: 10/23/2019	Telephone: 202-564-4203
Date Made Active in Reports: 01/15/2020	Last EDR Contact: 04/21/2020
Number of Days to Update: 84	Next Scheduled EDR Contact: 08/03/2020
	Data Release Frequency: Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## 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: 01/30/2020	Source: EPA
Date Data Arrived at EDR: 02/05/2020	Telephone: 703-416-0223
Date Made Active in Reports: 02/14/2020	Last EDR Contact: 05/06/2020
Number of Days to Update: 9	Next Scheduled EDR Contact: 06/15/2020
	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: 11/05/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/20/2019	Telephone: 202-564-8600
Date Made Active in Reports: 04/17/2020	Last EDR Contact: 04/15/2020
Number of Days to Update: 149	Next Scheduled EDR Contact: 08/03/2020
	Data Release Frequency: Varies

## RAATS: RCRA Administrative Action Tracking System

RCRA Administration 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 administration 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.

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: 01/30/2020	Source: EPA
Date Data Arrived at EDR: 02/06/2020	Telephone: 202-564-6023
Date Made Active in Reports: 02/14/2020	Last EDR Contact: 05/06/2020
Number of Days to Update: 8	Next Scheduled EDR Contact: 08/17/2020
	Data Release Frequency: Quarterly

## PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 10/09/2019	Source: EPA
Date Data Arrived at EDR: 10/11/2019	Telephone: 202-566-0500
Date Made Active in Reports: 12/20/2019	Last EDR Contact: 04/10/2020
Number of Days to Update: 70	Next Scheduled EDR Contact: 07/20/2020
	Data Release Frequency: Annually

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### 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: 11/18/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 03/26/2020
Number of Days to Update: 79	Next Scheduled EDR Contact: 07/20/2020
	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: 08/18/2017
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/04/2017
	Data Release Frequency: No Update Planned

**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: 08/18/2017
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/04/2017
	Data Release Frequency: No Update Planned

### 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.

Date of Government Version: 10/25/2019	Source: Nuclear Regulatory Commission
Date Data Arrived at EDR: 10/25/2019	Telephone: 301-415-7169
Date Made Active in Reports: 01/15/2020	Last EDR Contact: 04/10/2020
Number of Days to Update: 82	Next Scheduled EDR Contact: 08/03/2020
	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: 12/31/2018	Source: Department of Energy
Date Data Arrived at EDR: 12/04/2019	Telephone: 202-586-8719
Date Made Active in Reports: 01/15/2020	Last EDR Contact: 03/06/2020
Number of Days to Update: 42	Next Scheduled EDR Contact: 06/15/2020
	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: 01/12/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/05/2019	Telephone: N/A
Date Made Active in Reports: 11/11/2019	Last EDR Contact: 02/27/2020
Number of Days to Update: 251	Next Scheduled EDR Contact: 06/15/2020
	Data Release Frequency: Varies



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/06/2019	Telephone: 202-566-0517
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 05/08/2020
Number of Days to Update: 96	Next Scheduled EDR Contact: 08/17/2020
	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: 07/01/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 07/01/2019	Telephone: 202-343-9775
Date Made Active in Reports: 09/23/2019	Last EDR Contact: 07/01/2019
Number of Days to Update: 84	Next Scheduled EDR Contact: 07/13/2020
	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2007
Number of Days to Update: 40	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.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2008
Number of Days to Update: 40	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: 01/02/2020	Source: Department of Transportation, Office of Pipeline Safety
Date Data Arrived at EDR: 01/28/2020	Telephone: 202-366-4595
Date Made Active in Reports: 04/17/2020	Last EDR Contact: 04/28/2020
Number of Days to Update: 80	Next Scheduled EDR Contact: 08/10/2020
	Data Release Frequency: Quarterly

## 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.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2019  
Date Data Arrived at EDR: 01/17/2020  
Date Made Active in Reports: 03/06/2020  
Number of Days to Update: 49

Source: Department of Justice, Consent Decree Library  
Telephone: Varies  
Last EDR Contact: 03/26/2020  
Next Scheduled EDR Contact: 07/20/2020  
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 (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2015  
Date Data Arrived at EDR: 02/22/2017  
Date Made Active in Reports: 09/28/2017  
Number of Days to Update: 218

Source: EPA/NTIS  
Telephone: 800-424-9346  
Last EDR Contact: 03/25/2020  
Next Scheduled EDR Contact: 07/06/2020  
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: 12/31/2014  
Date Data Arrived at EDR: 07/14/2015  
Date Made Active in Reports: 01/10/2017  
Number of Days to Update: 546

Source: USGS  
Telephone: 202-208-3710  
Last EDR Contact: 04/10/2020  
Next Scheduled EDR Contact: 07/20/2020  
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: 08/08/2017  
Date Data Arrived at EDR: 09/11/2018  
Date Made Active in Reports: 09/14/2018  
Number of Days to Update: 3

Source: Department of Energy  
Telephone: 202-586-3559  
Last EDR Contact: 04/29/2020  
Next Scheduled EDR Contact: 08/17/2020  
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.

Date of Government Version: 08/30/2019  
Date Data Arrived at EDR: 11/15/2019  
Date Made Active in Reports: 01/28/2020  
Number of Days to Update: 74

Source: Department of Energy  
Telephone: 505-845-0011  
Last EDR Contact: 05/18/2020  
Next Scheduled EDR Contact: 08/31/2020  
Data Release Frequency: Varies

## LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 01/30/2020  
Date Data Arrived at EDR: 02/05/2020  
Date Made Active in Reports: 02/14/2020  
Number of Days to Update: 9

Source: Environmental Protection Agency  
Telephone: 703-603-8787  
Last EDR Contact: 05/06/2020  
Next Scheduled EDR Contact: 07/13/2020  
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

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

## US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

## MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 03/31/2020  
Date Data Arrived at EDR: 04/01/2020  
Date Made Active in Reports: 05/21/2020  
Number of Days to Update: 50

Source: DOL, Mine Safety & Health Admi  
Telephone: 202-693-9424  
Last EDR Contact: 03/02/2020  
Next Scheduled EDR Contact: 06/15/2020  
Data Release Frequency: Quarterly

## 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: 02/11/2020  
Date Data Arrived at EDR: 02/25/2020  
Date Made Active in Reports: 05/21/2020  
Number of Days to Update: 86

Source: Department of Labor, Mine Safety and Health Administration  
Telephone: 303-231-5959  
Last EDR Contact: 05/21/2020  
Next Scheduled EDR Contact: 09/07/2020  
Data Release Frequency: Semi-Annually

## US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous 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.

Date of Government Version: 01/16/2018  
Date Data Arrived at EDR: 02/28/2020  
Date Made Active in Reports: 05/22/2020  
Number of Days to Update: 84

Source: USGS  
Telephone: 703-648-7709  
Last EDR Contact: 02/28/2020  
Next Scheduled EDR Contact: 06/08/2020  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## 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	Source: USGS
Date Data Arrived at EDR: 06/08/2011	Telephone: 703-648-7709
Date Made Active in Reports: 09/13/2011	Last EDR Contact: 05/21/2020
Number of Days to Update: 97	Next Scheduled EDR Contact: 09/07/2020
	Data Release Frequency: Varies

## ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 12/09/2019	Source: Department of Interior
Date Data Arrived at EDR: 12/11/2019	Telephone: 202-208-2609
Date Made Active in Reports: 02/27/2020	Last EDR Contact: 03/05/2020
Number of Days to Update: 78	Next Scheduled EDR Contact: 06/22/2020
	Data Release Frequency: Quarterly

## 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: 11/22/2019	Source: EPA
Date Data Arrived at EDR: 12/04/2019	Telephone: (212) 637-3000
Date Made Active in Reports: 03/02/2020	Last EDR Contact: 03/03/2020
Number of Days to Update: 89	Next Scheduled EDR Contact: 06/15/2020
	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: 01/05/2020	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/07/2020	Telephone: 202-564-2280
Date Made Active in Reports: 03/06/2020	Last EDR Contact: 04/07/2020
Number of Days to Update: 59	Next Scheduled EDR Contact: 07/20/2020
	Data Release Frequency: Quarterly

## UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2017	Source: Department of Defense
Date Data Arrived at EDR: 01/17/2019	Telephone: 703-704-1564
Date Made Active in Reports: 04/01/2019	Last EDR Contact: 04/03/2020
Number of Days to Update: 74	Next Scheduled EDR Contact: 07/27/2020
	Data Release Frequency: Varies

## DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 05/31/2018  
Date Data Arrived at EDR: 07/26/2018  
Date Made Active in Reports: 10/05/2018  
Number of Days to Update: 71

Source: Environmental Protection Agency  
Telephone: 202-564-0527  
Last EDR Contact: 05/18/2020  
Next Scheduled EDR Contact: 09/07/2020  
Data Release Frequency: Varies

## 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: 02/18/2020  
Date Data Arrived at EDR: 02/19/2020  
Date Made Active in Reports: 05/14/2020  
Number of Days to Update: 85

Source: EPA  
Telephone: 800-385-6164  
Last EDR Contact: 05/19/2020  
Next Scheduled EDR Contact: 08/31/2020  
Data Release Frequency: Quarterly

## AIRS: Air Emissions Data

Point source emissions inventory data.

Date of Government Version: 08/14/2019  
Date Data Arrived at EDR: 08/14/2019  
Date Made Active in Reports: 10/16/2019  
Number of Days to Update: 63

Source: Department of Environmental Conservation  
Telephone: 518-402-8452  
Last EDR Contact: 03/25/2020  
Next Scheduled EDR Contact: 08/03/2020  
Data Release Frequency: Annually

## COAL ASH: Coal Ash Disposal Site Listing

A listing of coal ash disposal site locations.

Date of Government Version: 12/24/2019  
Date Data Arrived at EDR: 03/03/2020  
Date Made Active in Reports: 05/15/2020  
Number of Days to Update: 73

Source: Department of Environmental Conservation  
Telephone: 518-402-8660  
Last EDR Contact: 03/20/2020  
Next Scheduled EDR Contact: 07/13/2020  
Data Release Frequency: Quarterly

## DRYCLEANERS: Registered Drycleaners

A listing of all registered drycleaning facilities.

Date of Government Version: 07/12/2019  
Date Data Arrived at EDR: 12/09/2019  
Date Made Active in Reports: 02/06/2020  
Number of Days to Update: 59

Source: Department of Environmental Conservation  
Telephone: 518-402-8403  
Last EDR Contact: 03/09/2020  
Next Scheduled EDR Contact: 06/22/2020  
Data Release Frequency: Annually

## 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: 12/16/2019  
Date Data Arrived at EDR: 01/16/2020  
Date Made Active in Reports: 03/26/2020  
Number of Days to Update: 70

Source: New York City Department of City Planning  
Telephone: 718-595-6658  
Last EDR Contact: 03/17/2020  
Next Scheduled EDR Contact: 06/29/2020  
Data Release Frequency: Semi-Annually

## Financial Assurance 1: Financial Assurance Information Listing

Financial assurance information.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2019  
Date Data Arrived at EDR: 07/02/2019  
Date Made Active in Reports: 09/06/2019  
Number of Days to Update: 66

Source: Department of Environmental Conservation  
Telephone: 518-402-8660  
Last EDR Contact: 04/28/2020  
Next Scheduled EDR Contact: 07/13/2020  
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: 03/01/2019  
Date Data Arrived at EDR: 03/19/2019  
Date Made Active in Reports: 06/18/2019  
Number of Days to Update: 91

Source: Department of Environmental Conservation  
Telephone: 518-402-8712  
Last EDR Contact: 03/09/2020  
Next Scheduled EDR Contact: 06/22/2020  
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.

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: 05/26/2009  
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: 01/01/2019  
Date Data Arrived at EDR: 05/01/2019  
Date Made Active in Reports: 06/21/2019  
Number of Days to Update: 51

Source: Department of Environmental Conservation  
Telephone: 518-402-8651  
Last EDR Contact: 04/29/2020  
Next Scheduled EDR Contact: 08/10/2020  
Data Release Frequency: Quarterly

## 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: 11/14/2019  
Date Data Arrived at EDR: 11/15/2019  
Date Made Active in Reports: 01/17/2020  
Number of Days to Update: 63

Source: Department of Environmental Conservation  
Telephone: 518-402-8233  
Last EDR Contact: 04/14/2020  
Next Scheduled EDR Contact: 08/03/2020  
Data Release Frequency: No Update Planned

## 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.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/01/2018  
Date Data Arrived at EDR: 02/13/2019  
Date Made Active in Reports: 06/13/2019  
Number of Days to Update: 120

Source: Department of Environmental Conservation  
Telephone: 518-402-9814  
Last EDR Contact: 05/15/2020  
Next Scheduled EDR Contact: 08/24/2020  
Data Release Frequency: Varies

## UIC: Underground Injection Control Wells

A listing of enhanced oil recovery underground injection wells.

Date of Government Version: 03/01/2020  
Date Data Arrived at EDR: 03/04/2020  
Date Made Active in Reports: 05/12/2020  
Number of Days to Update: 69

Source: Department of Environmental Conservation  
Telephone: 518-402-8056  
Last EDR Contact: 03/04/2020  
Next Scheduled EDR Contact: 06/15/2020  
Data Release Frequency: Quarterly

## COOLING TOWERS: Registered Cooling Towers

This data includes the location of cooling towers registered with New York State. The data is self-reported by owners/property managers of cooling towers in service in New York State. In August 2015, the New York State Department of Health released emergency regulations requiring the owners of cooling towers to register them with New York State.

Date of Government Version: 01/14/2020  
Date Data Arrived at EDR: 01/15/2020  
Date Made Active in Reports: 03/25/2020  
Number of Days to Update: 70

Source: Department of Health  
Telephone: 518-402-7650  
Last EDR Contact: 04/15/2020  
Next Scheduled EDR Contact: 07/27/2020  
Data Release Frequency: Varies

## MINES MRDS: Mineral Resources Data System Mineral Resources Data System

Date of Government Version: 04/06/2018  
Date Data Arrived at EDR: 10/21/2019  
Date Made Active in Reports: 10/24/2019  
Number of Days to Update: 3

Source: USGS  
Telephone: 703-648-6533  
Last EDR Contact: 05/21/2020  
Next Scheduled EDR Contact: 09/07/2020  
Data Release Frequency: Varies

## EDR HIGH RISK HISTORICAL RECORDS

### ***EDR Exclusive Records***

#### 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 whale 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 (oily 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 Historical Auto 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.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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 Historical 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

#### RGA LF: 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:

#### AST - CORTLAND: Cortland County Storage Tank Listing

A listing of aboveground storage tank sites located in Cortland County.

Date of Government Version: 08/20/2019  
Date Data Arrived at EDR: 08/20/2019  
Date Made Active in Reports: 10/16/2019  
Number of Days to Update: 57

Source: Cortland County Health Department  
Telephone: 607-753-5035  
Last EDR Contact: 04/17/2020  
Next Scheduled EDR Contact: 08/10/2020  
Data Release Frequency: Quarterly



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## UST - CORTLAND: Cortland County Storage Tank Listing

A listing of underground storage tank sites located in Cortland County.

Date of Government Version: 08/20/2019  
Date Data Arrived at EDR: 08/20/2019  
Date Made Active in Reports: 10/16/2019  
Number of Days to Update: 57

Source: Cortland County Health Department  
Telephone: 607-753-5035  
Last EDR Contact: 04/17/2020  
Next Scheduled EDR Contact: 08/10/2020  
Data Release Frequency: Quarterly

## NASSAU COUNTY:

### AST - NASSAU: Registered Tank Database

A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 01/09/2017  
Date Data Arrived at EDR: 01/11/2017  
Date Made Active in Reports: 02/15/2017  
Number of Days to Update: 35

Source: Nassau County Health Department  
Telephone: 516-571-3314  
Last EDR Contact: 04/17/2020  
Next Scheduled EDR Contact: 08/10/2020  
Data Release Frequency: No Update Planned

### AST NCFM: 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: 04/17/2020  
Next Scheduled EDR Contact: 08/10/2020  
Data Release Frequency: Varies

### TANKS NASSAU: Registered Tank Database in Nassau County

A listing of facilities in Nassau County with storage tanks.

Date of Government Version: 01/09/2017  
Date Data Arrived at EDR: 01/11/2017  
Date Made Active in Reports: 02/15/2017  
Number of Days to Update: 35

Source: Nassau County Department of Health  
Telephone: 516-227-9691  
Last EDR Contact: 04/17/2020  
Next Scheduled EDR Contact: 08/10/2020  
Data Release Frequency: Varies

### UST - NASSAU: Registered Tank Database

A listing of underground storage tank sites located in Nassau County.

Date of Government Version: 01/09/2017  
Date Data Arrived at EDR: 01/11/2017  
Date Made Active in Reports: 02/15/2017  
Number of Days to Update: 35

Source: Nassau County Health Department  
Telephone: 516-571-3314  
Last EDR Contact: 04/17/2020  
Next Scheduled EDR Contact: 08/10/2020  
Data Release Frequency: No Update Planned

### UST NCFM: Storage Tank Database

A listing of underground 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: 04/17/2020  
Next Scheduled EDR Contact: 08/10/2020  
Data Release Frequency: Varies

## ROCKLAND COUNTY:

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## AST - ROCKLAND: Petroleum Bulk Storage Database

A listing of aboveground storage tank sites located in Rockland County. Rockland County's Petroleum Bulk Storage (PBS) program is no longer in service. All related operations/duties are now wholly overseen by the New York State Dept. of Environmental Conservation (NYSDEC).

Date of Government Version: 02/02/2017	Source: Rockland County Health Department
Date Data Arrived at EDR: 03/17/2017	Telephone: 914-364-2605
Date Made Active in Reports: 09/22/2017	Last EDR Contact: 03/02/2020
Number of Days to Update: 189	Next Scheduled EDR Contact: 06/15/2020
	Data Release Frequency: No Update Planned

## UST - ROCKLAND: Petroleum Bulk Storage Database

A listing of underground storage tank sites located in Rockland County. Rockland County's Petroleum Bulk Storage (PBS) program is no longer in service. All related operations/duties are now wholly overseen by the New York State Dept. of Environmental Conservation (NYSDEC).

Date of Government Version: 02/02/2017	Source: Rockland County Health Department
Date Data Arrived at EDR: 03/17/2017	Telephone: 914-364-2605
Date Made Active in Reports: 09/22/2017	Last EDR Contact: 03/02/2020
Number of Days to Update: 189	Next Scheduled EDR Contact: 06/15/2020
	Data Release Frequency: No Update Planned

## SUFFOLK COUNTY:

### AST - SUFFOLK: Storage Tank Database

A listing of aboveground storage tank sites located in Suffolk County.

Date of Government Version: 06/28/2018	Source: Suffolk County Department of Health Services
Date Data Arrived at EDR: 12/06/2018	Telephone: 631-854-2521
Date Made Active in Reports: 02/07/2019	Last EDR Contact: 04/17/2020
Number of Days to Update: 63	Next Scheduled EDR Contact: 08/10/2020
	Data Release Frequency: No Update Planned

### UST - SUFFOLK: Storage Tank Database

A listing of underground storage tank sites located in Suffolk County.

Date of Government Version: 06/28/2018	Source: Suffolk County Department of Health Services
Date Data Arrived at EDR: 12/06/2018	Telephone: 631-854-2521
Date Made Active in Reports: 02/07/2019	Last EDR Contact: 04/17/2020
Number of Days to Update: 63	Next Scheduled EDR Contact: 08/10/2020
	Data Release Frequency: No Update Planned

## WESTCHESTER COUNTY:

### AST - WESTCHESTER: Listing of Storage Tanks

A listing of aboveground storage tank sites located in Westchester County.

Date of Government Version: 01/31/2020	Source: Westchester County Department of Health
Date Data Arrived at EDR: 02/11/2020	Telephone: 914-813-5161
Date Made Active in Reports: 02/14/2020	Last EDR Contact: 04/17/2020
Number of Days to Update: 3	Next Scheduled EDR Contact: 08/10/2020
	Data Release Frequency: Semi-Annually

### UST - WESTCHESTER: Listing of Storage Tanks

A listing of underground storage tank sites located in Westchester County.

Date of Government Version: 01/31/2020	Source: Westchester County Department of Health
Date Data Arrived at EDR: 02/11/2020	Telephone: 914-813-5161
Date Made Active in Reports: 02/14/2020	Last EDR Contact: 04/17/2020
Number of Days to Update: 3	Next Scheduled EDR Contact: 08/10/2020
	Data Release Frequency: Semi-Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## 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: 01/30/2020  
Date Data Arrived at EDR: 01/30/2020  
Date Made Active in Reports: 03/09/2020  
Number of Days to Update: 39

Source: Department of Energy & Environmental Protection  
Telephone: 860-424-3375  
Last EDR Contact: 05/12/2020  
Next Scheduled EDR Contact: 08/24/2020  
Data Release Frequency: No Update Planned

### NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2018  
Date Data Arrived at EDR: 04/10/2019  
Date Made Active in Reports: 05/16/2019  
Number of Days to Update: 36

Source: Department of Environmental Protection  
Telephone: N/A  
Last EDR Contact: 04/10/2020  
Next Scheduled EDR Contact: 07/20/2020  
Data Release Frequency: Annually

### PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 06/30/2018  
Date Data Arrived at EDR: 07/19/2019  
Date Made Active in Reports: 09/10/2019  
Number of Days to Update: 53

Source: Department of Environmental Protection  
Telephone: 717-783-8990  
Last EDR Contact: 04/02/2020  
Next Scheduled EDR Contact: 07/27/2020  
Data Release Frequency: Annually

### RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2018  
Date Data Arrived at EDR: 10/02/2019  
Date Made Active in Reports: 12/10/2019  
Number of Days to Update: 69

Source: Department of Environmental Management  
Telephone: 401-222-2797  
Last EDR Contact: 05/14/2020  
Next Scheduled EDR Contact: 08/31/2020  
Data Release Frequency: Annually

### VT MANIFEST: Hazardous Waste Manifest Data

Hazardous waste manifest information.

Date of Government Version: 10/28/2019  
Date Data Arrived at EDR: 10/29/2019  
Date Made Active in Reports: 01/09/2020  
Number of Days to Update: 72

Source: Department of Environmental Conservation  
Telephone: 802-241-3443  
Last EDR Contact: 04/03/2020  
Next Scheduled EDR Contact: 07/27/2020  
Data Release Frequency: Annually

### WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 05/31/2018  
Date Data Arrived at EDR: 06/19/2019  
Date Made Active in Reports: 09/03/2019  
Number of Days to Update: 76

Source: Department of Natural Resources  
Telephone: N/A  
Last EDR Contact: 03/09/2020  
Next Scheduled EDR Contact: 06/22/2020  
Data Release Frequency: Annually

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### Oil/Gas Pipelines

Source: Endeavor Business Media

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 Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

### Electric Power Transmission Line Data

Source: Endeavor Business Media

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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.

### Daycare Centers: Day Care Providers

Source: Department of Health

Telephone: 212-676-2444

**Flood Zone Data:** This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

**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

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Current USGS 7.5 Minute Topographic Map  
Source: U.S. Geological Survey

## STREET AND ADDRESS INFORMATION

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## GEOCHECK<sup>®</sup> - PHYSICAL SETTING SOURCE ADDENDUM

### TARGET PROPERTY ADDRESS

600 N. FRANKLIN ST., SYRACUSE, NY  
600 NORTH FRANKLIN STREET  
SYRACUSE, NY 13204

### TARGET PROPERTY COORDINATES

Latitude (North):	43.057703 - 43° 3' 27.73"
Longitude (West):	76.157035 - 76° 9' 25.33"
Universal Tranverse Mercator:	Zone 18
UTM X (Meters):	405777.2
UTM Y (Meters):	4767657.0
Elevation:	384 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 principle 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).

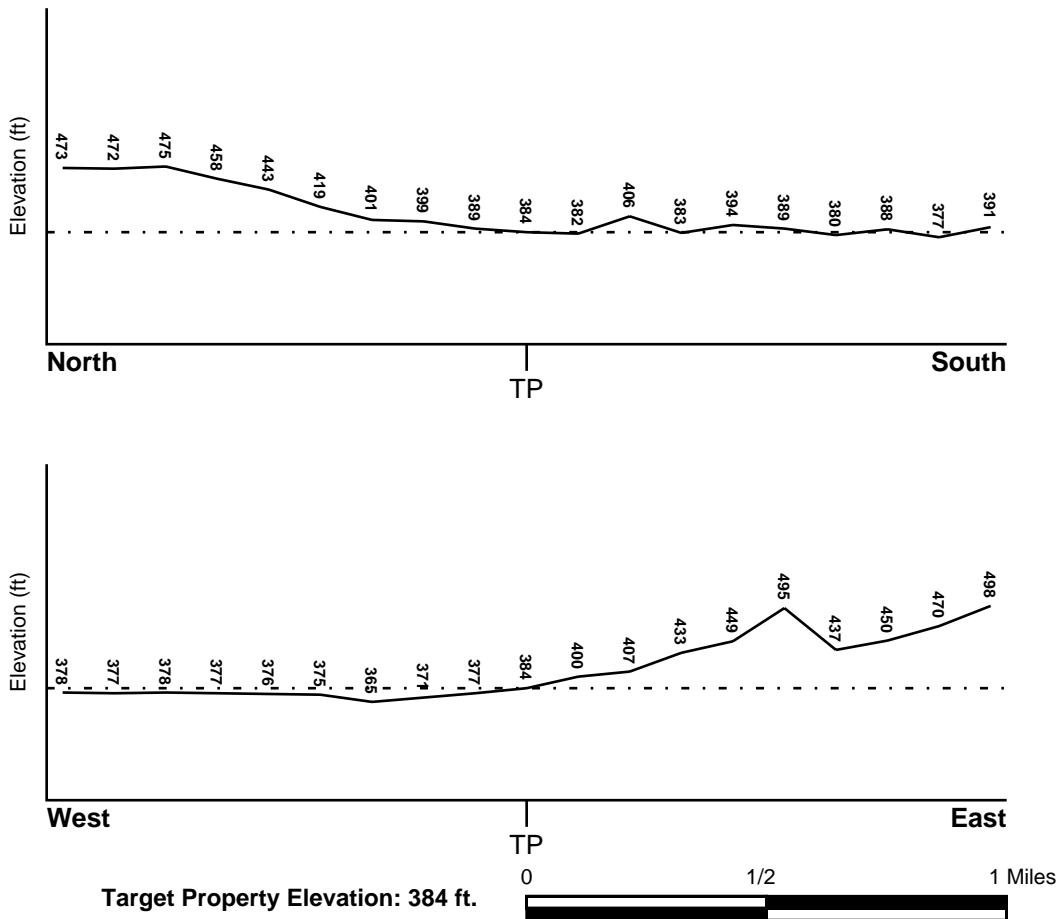
## TOPOGRAPHIC INFORMATION

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**

<u>Flood Plain Panel at Target Property</u>	<u>FEMA Source Type</u>
3605950002D	FEMA Q3 Flood data
<u>Additional Panels in search area:</u>	<u>FEMA Source Type</u>
3605950001D	FEMA Q3 Flood data
3605950003E	FEMA Q3 Flood data
3605950004E	FEMA Q3 Flood data

## **NATIONAL WETLAND INVENTORY**

<u>NWI Quad at Target Property</u>	<u>NWI Electronic Data Coverage</u>
SYRACUSE WEST	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.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
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**

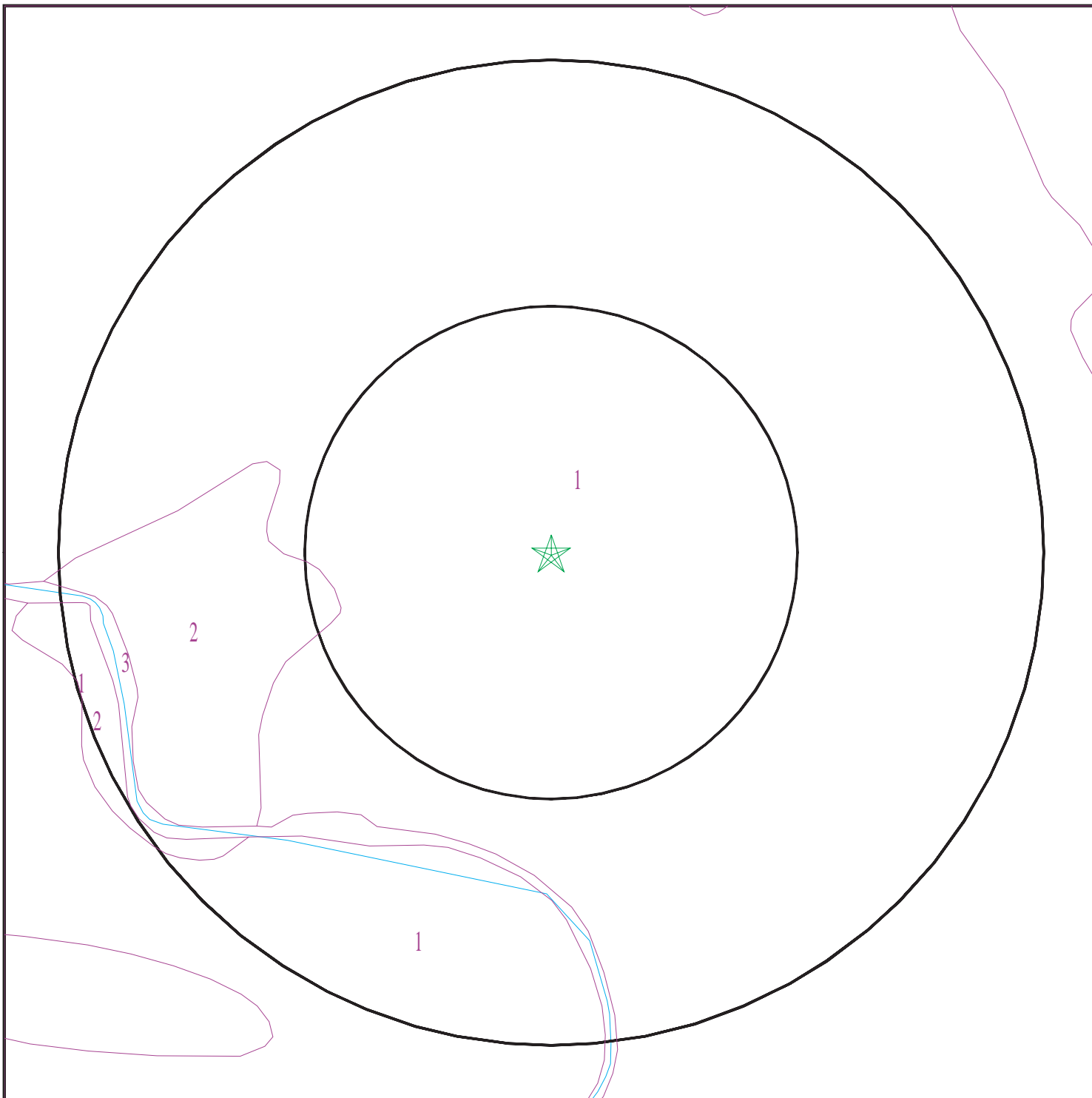
Era: Paleozoic  
System: Silurian  
Series: Upper Silurian (Cayugan)  
Code: S3 (*decoded above as Era, System & Series*)

#### **GEOLOGIC AGE IDENTIFICATION**

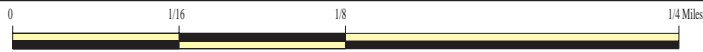
Category: Stratified Sequence

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).

# SSURGO SOIL MAP - 6074696.2s



- ★ Target Property
- ∩ SSURGO Soil
- ∩ Water



SITE NAME: 600 N. Franklin St., Syracuse, NY  
ADDRESS: 600 North Franklin Street  
Syracuse NY 13204  
LAT/LONG: 43.057703 / 76.157035

CLIENT: NEU-VELLE LLC  
CONTACT: Danielle Bastian  
INQUIRY #: 6074696.2s  
DATE: May 27, 2020 2:16 pm

## 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:  
Hydrologic Group: Not reported

Soil Drainage Class:  
Hydric Status: 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: Udorthents

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.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay Soils.	Max: 42 Min: 0.42	Max: 8.4 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 Soils.	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:  
Hydric Status: 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

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

## FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
1	USGS40000869872	0 - 1/8 Mile NW
A2	USGS40000869686	1/8 - 1/4 Mile South
A3	USGS40000869670	1/8 - 1/4 Mile South
A4	USGS40000869701	1/8 - 1/4 Mile South
5	USGS40000869704	1/8 - 1/4 Mile SW
A6	USGS40000869656	1/8 - 1/4 Mile South
A7	USGS40000869655	1/8 - 1/4 Mile SSE
B8	USGS40000869685	1/4 - 1/2 Mile SE
9	USGS40000869646	1/4 - 1/2 Mile SSE
C10	USGS40000869625	1/4 - 1/2 Mile SSW
C11	USGS40000869616	1/4 - 1/2 Mile South
12	USGS40000869758	1/4 - 1/2 Mile WSW
13	USGS40000869601	1/4 - 1/2 Mile South
14	USGS40000869703	1/4 - 1/2 Mile ESE
D15	USGS40000869988	1/4 - 1/2 Mile NW
B16	USGS40000869654	1/4 - 1/2 Mile SE
C17	USGS40000869592	1/4 - 1/2 Mile South
18	USGS40000869624	1/4 - 1/2 Mile SE
19	USGS40000869903	1/4 - 1/2 Mile WNW
D20	USGS40000870003	1/4 - 1/2 Mile NW
E22	USGS40000869974	1/4 - 1/2 Mile WNW
F23	USGS40000869790	1/4 - 1/2 Mile West
F24	USGS40000869791	1/4 - 1/2 Mile West
G25	USGS40000869518	1/4 - 1/2 Mile South
G26	USGS40000869519	1/4 - 1/2 Mile South
E27	USGS40000869961	1/4 - 1/2 Mile WNW
28	USGS40000869475	1/4 - 1/2 Mile SSW
H29	USGS40000869503	1/2 - 1 Mile SSE
H30	USGS40000869489	1/2 - 1 Mile SSE
I31	USGS40000869566	1/2 - 1 Mile SE
J32	USGS40000869453	1/2 - 1 Mile South
K33	USGS40000869502	1/2 - 1 Mile SSE
K34	USGS40000869501	1/2 - 1 Mile SE
H35	USGS40000869462	1/2 - 1 Mile SSE
36	USGS40000869732	1/2 - 1 Mile WSW
37	USGS40000870050	1/2 - 1 Mile NW
J38	USGS40000869437	1/2 - 1 Mile SSE
I39	USGS40000869535	1/2 - 1 Mile SE
40	USGS40000869425	1/2 - 1 Mile SSW
L41	USGS40000869549	1/2 - 1 Mile SE
42	USGS40000869960	1/2 - 1 Mile ENE

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

### FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
43	USGS40000869424	1/2 - 1 Mile SSE
L44	USGS40000869534	1/2 - 1 Mile SE
45	USGS40000869461	1/2 - 1 Mile SE
46	USGS40000869411	1/2 - 1 Mile SSW
47	USGS40000869377	1/2 - 1 Mile South
48	USGS40000870129	1/2 - 1 Mile NW
49	USGS40000869397	1/2 - 1 Mile SSE
50	USGS40000869565	1/2 - 1 Mile SE
M51	USGS40000869460	1/2 - 1 Mile SE
53	USGS40000869410	1/2 - 1 Mile SSE
M54	USGS40000869423	1/2 - 1 Mile SE
N55	USGS40000869550	1/2 - 1 Mile SE
N56	USGS40000869474	1/2 - 1 Mile SE
57	USGS40000870168	1/2 - 1 Mile NW
O58	USGS40000869310	1/2 - 1 Mile South
P59	USGS40000869311	1/2 - 1 Mile South
60	USGS40000870107	1/2 - 1 Mile NW
61	USGS40000870226	1/2 - 1 Mile NW
62	USGS40000870201	1/2 - 1 Mile NW
63	USGS40000869295	1/2 - 1 Mile South
O64	USGS40000869283	1/2 - 1 Mile South
Q65	USGS40000870297	1/2 - 1 Mile NNW
Q66	USGS40000870298	1/2 - 1 Mile NNW
P67	USGS40000869270	1/2 - 1 Mile South
68	USGS40000869409	1/2 - 1 Mile SE
Q70	USGS40000870314	1/2 - 1 Mile NNW
Q71	USGS40000870315	1/2 - 1 Mile NNW
72	USGS40000869733	1/2 - 1 Mile West
73	USGS40000869533	1/2 - 1 Mile ESE
R74	USGS40000869230	1/2 - 1 Mile South
75	USGS40000870263	1/2 - 1 Mile NW
S76	USGS40000870227	1/2 - 1 Mile NW
77	USGS40000869759	1/2 - 1 Mile West
R78	USGS40000869208	1/2 - 1 Mile South
79	USGS40000869209	1/2 - 1 Mile South
R80	USGS40000869207	1/2 - 1 Mile South
T81	USGS40000870316	1/2 - 1 Mile NW
U82	USGS40000869396	1/2 - 1 Mile SE
V83	USGS40000869229	1/2 - 1 Mile SSE
W84	USGS40000869551	1/2 - 1 Mile WSW
V85	USGS40000869219	1/2 - 1 Mile SSE
X86	USGS40000870187	1/2 - 1 Mile NW
Y87	USGS40000869260	1/2 - 1 Mile SSE
Y88	USGS40000869246	1/2 - 1 Mile SSE
S89	USGS40000870264	1/2 - 1 Mile NW
T90	USGS40000870346	1/2 - 1 Mile NNW
91	USGS40000870299	1/2 - 1 Mile NW
X92	USGS40000870150	1/2 - 1 Mile WNW
V93	USGS40000869206	1/2 - 1 Mile SSE
94	USGS40000870138	1/2 - 1 Mile WNW
95	USGS40000869452	1/2 - 1 Mile ESE
W96	USGS40000869520	1/2 - 1 Mile WSW

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
T97	USGS40000870361	1/2 - 1 Mile NNW
98	USGS40000870375	1/2 - 1 Mile NNW
U99	USGS40000869370	1/2 - 1 Mile SE
100	USGS40000869337	1/2 - 1 Mile SE
101	USGS40000870417	1/2 - 1 Mile NNW
Z102	USGS40000869488	1/2 - 1 Mile ESE
V103	USGS40000869205	1/2 - 1 Mile SSE
Z104	USGS40000869517	1/2 - 1 Mile ESE

## FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

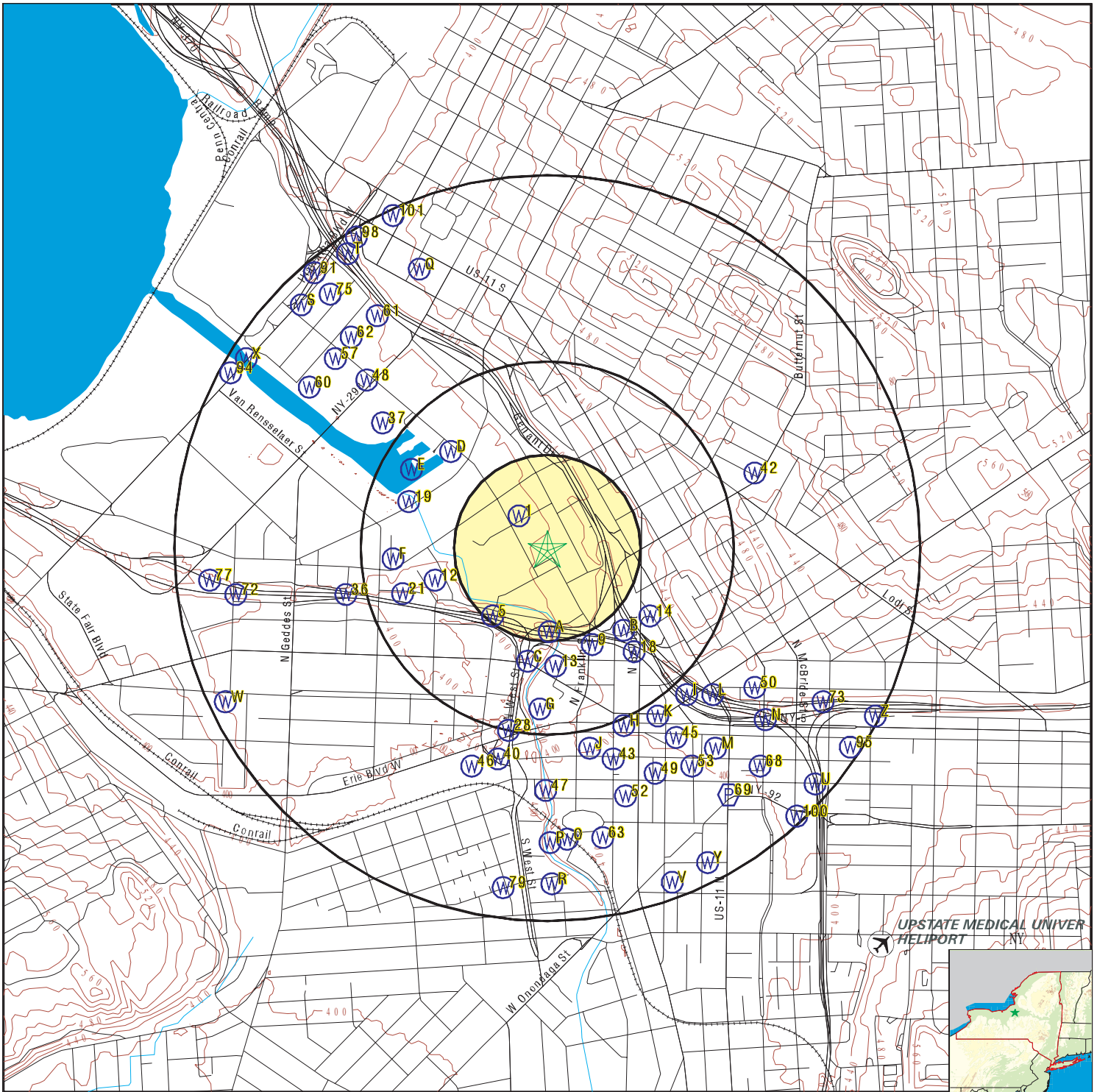
<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
69	NY0002476	1/2 - 1 Mile SE

Note: PWS System location is not always the same as well location.

## STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
21	NYWS30000011197	1/4 - 1/2 Mile WSW
52	NYWS30000011198	1/2 - 1 Mile SSE

# PHYSICAL SETTING SOURCE MAP - 6074696.2s



- 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: 600 N. Franklin St., Syracuse, NY  
 ADDRESS: 600 North Franklin Street  
 Syracuse NY 13204  
 LAT/LONG: 43.057703 / 76.157035

CLIENT: NEU-VELLE LLC  
 CONTACT: Danielle Bastian  
 INQUIRY #: 6074696.2s  
 DATE: May 27, 2020 2:16 pm



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Database      EDR ID Number

**1**  
**NW**  
**0 - 1/8 Mile**  
**Lower**

**FED USGS      USGS40000869872**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 266	Type:	Well
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	New York and New England carbonate-rock aquifers	Formation Type:	Not Reported
Formation Type:	Silurian, Upper	Aquifer Type:	Not Reported
Construction Date:	Not Reported	Well Depth:	240
Well Depth Units:	ft	Well Hole Depth:	Not Reported
Well Hole Depth Units:	Not Reported		

**A2**  
**South**  
**1/8 - 1/4 Mile**  
**Lower**

**FED USGS      USGS40000869686**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 560	Type:	Well: Test hole not completed as a well
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	63	Well Hole Depth Units:	ft

**A3**  
**South**  
**1/8 - 1/4 Mile**  
**Higher**

**FED USGS      USGS40000869670**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1524	Type:	Well: Test hole not completed as a well
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19600421
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	32	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1960-04-21
Feet below surface:	21	Feet to sea level:	Not Reported
Note:	Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**A4**  
**South**  
**1/8 - 1/4 Mile**  
**Higher**

**FED USGS      USGS40000869701**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 525		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	176	Well Hole Depth Units:	ft

**5**  
**SW**  
**1/8 - 1/4 Mile**  
**Higher**

**FED USGS      USGS40000869704**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 561		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	102	Well Hole Depth Units:	ft

**A6**  
**South**  
**1/8 - 1/4 Mile**  
**Higher**

**FED USGS      USGS40000869656**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1521		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19610531
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	86	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1961-05-31
Feet below surface:	12	Feet to sea level:	Not Reported
Note:	Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**A7**  
**SSE**  
**1/8 - 1/4 Mile**  
**Higher**

**FED USGS      USGS40000869655**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1527		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19610602
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	56.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1961-06-02
Feet below surface:	18	Feet to sea level:	Not Reported
Note:	Not Reported		

**B8**  
**SE**  
**1/4 - 1/2 Mile**  
**Higher**

**FED USGS      USGS40000869685**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1526		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19600421
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	36	Well Hole Depth Units:	ft

**9**  
**SSE**  
**1/4 - 1/2 Mile**  
**Higher**

**FED USGS      USGS40000869646**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1514		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19610427
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	34.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1961-04-27
Feet below surface:	14.0	Feet to sea level:	Not Reported
Note:	Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**C10**  
**SSW**  
**1/4 - 1/2 Mile**  
**Higher**

**FED USGS      USGS40000869625**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1719		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19600414
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	100	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1960-04-14
Feet below surface:	8.6	Feet to sea level:	Not Reported
Note:	Not Reported		

**C11**  
**South**  
**1/4 - 1/2 Mile**  
**Higher**

**FED USGS      USGS40000869616**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1759		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19970617
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	155	Well Hole Depth Units:	ft

**12**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**FED USGS      USGS40000869758**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1528		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19600429
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	101.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1960-04-29
Feet below surface:	35	Feet to sea level:	Not Reported
Note:	Not Reported		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**13**  
**South**  
**1/4 - 1/2 Mile**  
**Higher**

**FED USGS      USGS40000869601**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1530		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19610517
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	41	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1961-05-17
Feet below surface:	3	Feet to sea level:	Not Reported
Note:	Not Reported		

**14**  
**ESE**  
**1/4 - 1/2 Mile**  
**Higher**

**FED USGS      USGS40000869703**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1632		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	1977
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	30	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1977
Feet below surface:	28.6	Feet to sea level:	Not Reported
Note:	Not Reported		

**D15**  
**NW**  
**1/4 - 1/2 Mile**  
**Lower**

**FED USGS      USGS40000869988**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1510		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19930903
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	142	Well Hole Depth Units:	ft

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**B16**  
**SE**  
**1/4 - 1/2 Mile**  
**Higher**

**FED USGS      USGS40000869654**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 519		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	55	Well Hole Depth Units:	ft

**C17**  
**South**  
**1/4 - 1/2 Mile**  
**Higher**

**FED USGS      USGS40000869592**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1760		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19970620
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	170	Well Hole Depth Units:	ft

**18**  
**SE**  
**1/4 - 1/2 Mile**  
**Higher**

**FED USGS      USGS40000869624**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 564		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	50	Well Hole Depth Units:	ft

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**19**  
**WNW**  
**1/4 - 1/2 Mile**  
**Lower**

**FED USGS      USGS40000869903**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 594		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	81.5	Well Hole Depth Units:	ft

**D20**  
**NW**  
**1/4 - 1/2 Mile**  
**Lower**

**FED USGS      USGS40000870003**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1642		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19930823
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	99.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1993-08-23
Feet below surface:	13.8	Feet to sea level:	Not Reported
Note:	Not Reported		

**21**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**NY WELLS      NYWS30000011197**

DEC Well #:	OD1685	Location Description:	VAN RENSSELAER ST
Well Depth (ft):	169	Bedrock Depth (ft):	-999
Groundwater Depth (ft):	34.400001526	Casing Depth(ft):	150
Screened Well:	Y	Avg Dischg Rate (g/m):	45
Driller Registration #:	NYRD10142		

**E22**  
**WNW**  
**1/4 - 1/2 Mile**  
**Lower**

**FED USGS      USGS40000869974**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1509		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19930831
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	141.8	Well Hole Depth Units:	ft

**F23**  
West  
1/4 - 1/2 Mile  
Lower

**FED USGS    USGS40000869790**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1806	Type:	Well
Description:	SPENCER STREET WELL (SHALLOW)		
HUC:	Not Reported	Drainage Area:	Not Reported
Drainage Area Units:	Not Reported	Contrib Drainage Area:	Not Reported
Contrib Drainage Area Units:	Not Reported	Aquifer:	Not Reported
Formation Type:	Not Reported	Aquifer Type:	Not Reported
Construction Date:	Not Reported	Well Depth:	Not Reported
Well Depth Units:	Not Reported	Well Hole Depth:	Not Reported
Well Hole Depth Units:	Not Reported		

**F24**  
West  
1/4 - 1/2 Mile  
Lower

**FED USGS    USGS40000869791**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1805	Type:	Well
Description:	SPENCER STREET WELL (DEEP)		
HUC:	Not Reported	Drainage Area:	Not Reported
Drainage Area Units:	Not Reported	Contrib Drainage Area:	Not Reported
Contrib Drainage Area Units:	Not Reported	Aquifer:	Not Reported
Formation Type:	Not Reported	Aquifer Type:	Not Reported
Construction Date:	Not Reported	Well Depth:	Not Reported
Well Depth Units:	Not Reported	Well Hole Depth:	Not Reported
Well Hole Depth Units:	Not Reported		

**G25**  
South  
1/4 - 1/2 Mile  
Higher

**FED USGS    USGS40000869518**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 592		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	64	Well Hole Depth Units:	ft



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**G26**  
**South**  
**1/4 - 1/2 Mile**  
**Lower**

**FED USGS      USGS40000869519**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1718		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19600411
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	101.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1960-04-11
Feet below surface:	45	Feet to sea level:	Not Reported
Note:	Not Reported		

**E27**  
**WNW**  
**1/4 - 1/2 Mile**  
**Lower**

**FED USGS      USGS40000869961**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1508		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19930902
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	162	Well Hole Depth Units:	ft

**28**  
**SSW**  
**1/4 - 1/2 Mile**  
**Higher**

**FED USGS      USGS40000869475**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1717		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19600429
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	100	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1960-04-29
Feet below surface:	22	Feet to sea level:	Not Reported
Note:	Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**H29**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869503**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 557		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	55	Well Hole Depth Units:	ft

**H30**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869489**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 556		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	65	Well Hole Depth Units:	ft

**I31**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869566**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1515		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19610424
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	35	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1961-04-24
Feet below surface:	12	Feet to sea level:	Not Reported
Note:	Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Database      EDR ID Number

**J32**  
**South**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869453**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 573		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	100	Well Hole Depth Units:	ft

**K33**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869502**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 558		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	55	Well Hole Depth Units:	ft

**K34**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869501**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1779		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19900403
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	29.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1990-04-03
Feet below surface:	12	Feet to sea level:	Not Reported
Note:	Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**H35**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869462**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1529		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19700713
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	58	Well Hole Depth Units:	ft

**36**  
**WSW**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869732**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 562		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	102	Well Hole Depth Units:	ft

**37**  
**NW**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000870050**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1507		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19930909
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	192	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1993-09-09
Feet below surface:	20.0	Feet to sea level:	Not Reported
Note:	Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**J38**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869437**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 574		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	101	Well Hole Depth Units:	ft

**I39**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869535**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1525		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19600420
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	42	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1960-04-20
Feet below surface:	21	Feet to sea level:	Not Reported
Note:	Not Reported		

**40**  
**SSW**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869425**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1701		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19770426
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	136.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1977-04-26
Feet below surface:	34.5	Feet to sea level:	Not Reported
Note:	Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**L41**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869549**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 522		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	36	Well Hole Depth Units:	ft

**42**  
**ENE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869960**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1630		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	1977
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	14	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1977
Feet below surface:	Not Reported	Feet to sea level:	Not Reported
Note:	The site was dry (no water level recorded).		

**43**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869424**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1767		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19890910
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	47	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1989-09-10
Feet below surface:	22	Feet to sea level:	Not Reported
Note:	Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**L44**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869534**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 563		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	40	Well Hole Depth Units:	ft

**45**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869461**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1680		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	26	Well Hole Depth Units:	ft

**46**  
**SSW**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869411**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1702		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19770427
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	101.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1977-04-27
Feet below surface:	18	Feet to sea level:	Not Reported
Note:	Not Reported		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**47**  
**South**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000869377**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1869		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Sand and gravel aquifers (glaciated regions)		
Formation Type:	Sand and Gravel	Aquifer Type:	Not Reported
Construction Date:	20000914	Well Depth:	Not Reported
Well Depth Units:	Not Reported	Well Hole Depth:	75
Well Hole Depth Units:	ft		

**48**  
**NW**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000870129**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1546		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19871216
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	120.3	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1987-12-16
Feet below surface:	6.5	Feet to sea level:	Not Reported
Note:	Not Reported		

**49**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869397**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1692		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	196812
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	40	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1968-12
Feet below surface:	22	Feet to sea level:	Not Reported



## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Note: Not Reported

**50  
SE  
1/2 - 1 Mile  
Higher**

**FED USGS USGS40000869565**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1631		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	1977
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	23	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1977
Feet below surface:	15.5	Feet to sea level:	Not Reported
Note:	Not Reported		

**M51  
SE  
1/2 - 1 Mile  
Higher**

**FED USGS USGS40000869460**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 572		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	39	Well Hole Depth Units:	ft

**52  
SSE  
1/2 - 1 Mile  
Higher**

**NY WELLS NYWS30000011198**

DEC Well #:	OD2290	Location Description:	SOUTH SALINA ST
Well Depth (ft):	100	Bedrock Depth (ft):	95
Groundwater Depth (ft):	20	Casing Depth(ft):	84
Screened Well:	Y	Avg Dischg Rate (g/m):	100
Driller Registration #:	NYRD10142		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**53**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869410**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1682		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19710709
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	48	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1971-07-09
Feet below surface:	12.5	Feet to sea level:	Not Reported
Note:	Not Reported		

**M54**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869423**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 571		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	40	Well Hole Depth Units:	ft

**N55**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869550**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 520		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	52	Well Hole Depth Units:	ft

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**N56**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869474**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1516		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19610412
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	58	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1961-04-12
Feet below surface:	21	Feet to sea level:	Not Reported
Note:	Not Reported		

**57**  
**NW**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000870168**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1550		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19980402
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	174.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1998-04-02
Feet below surface:	10.5	Feet to sea level:	Not Reported
Note:	Not Reported		

**O58**  
**South**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869310**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1866		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Sand and gravel aquifers (glaciated regions)		
Formation Type:	Sand and Gravel	Aquifer Type:	Not Reported
Construction Date:	20051101	Well Depth:	Not Reported
Well Depth Units:	Not Reported	Well Hole Depth:	70
Well Hole Depth Units:	ft		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Database      EDR ID Number

**P59**  
**South**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000869311**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1864		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Sand and gravel aquifers (glaciated regions)		
Formation Type:	Sand and Gravel	Aquifer Type:	Not Reported
Construction Date:	20051122	Well Depth:	Not Reported
Well Depth Units:	Not Reported	Well Hole Depth:	71
Well Hole Depth Units:	ft		

**60**  
**NW**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000870107**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1553		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19980409
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	226	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1998-04-09
Feet below surface:	8.0	Feet to sea level:	Not Reported
Note:	Not Reported		

**61**  
**NW**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000870226**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1552		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19980323
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	36.2	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1998-03-23
Feet below surface:	3.8	Feet to sea level:	Not Reported

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Note: Not Reported

**62**  
**NW**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS USGS40000870201**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1551		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19980325
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	121.3	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1998-03-25
Feet below surface:	4.2	Feet to sea level:	Not Reported
Note:	Not Reported		

**63**  
**South**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS USGS40000869295**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1690		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19710922
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	101.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1971-09-22
Feet below surface:	29	Feet to sea level:	Not Reported
Note:	Not Reported		

**O64**  
**South**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS USGS40000869283**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1854	Type:	Well
Description:	Not Reported	HUC:	Not Reported
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Unconfined single aquifer	Construction Date:	Not Reported
Well Depth:	101	Well Depth Units:	ft
Well Hole Depth:	101	Well Hole Depth Units:	ft

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**Q65**  
**NNW**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000870297**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1089		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19630722
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	31.5	Well Hole Depth Units:	ft

**Q66**  
**NNW**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000870298**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1090		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19530721
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	22	Well Hole Depth Units:	ft

**P67**  
**South**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000869270**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1865		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Sand and gravel aquifers (glaciated regions)		
Formation Type:	Sand and Gravel	Aquifer Type:	Not Reported
Construction Date:	20051118	Well Depth:	Not Reported
Well Depth Units:	Not Reported	Well Hole Depth:	101
Well Hole Depth Units:	ft		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**68**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869409**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1681		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19570716
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	32	Well Hole Depth Units:	ft

**69**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FRDS PWS      NY0002476**

PWS ID:	NY0002476	PWS type:	System Owner/Responsible Party
PWS name:	ROSHAK OREST	PWS address:	UNION SPRINGS ACADEMY
PWS address:	SPRING STREET, BOX 43-A	PWS city:	UNION SPRINGS
PWS state:	NY	PWS zip:	13160
PWS ID:	NY0002476	PWS type:	System Owner/Responsible Party
PWS name:	ROSHAK OREST	PWS address:	UNION SPRINGS ACADEMY
PWS address:	SPRING STREET, BOX 43-A	PWS city:	UNION SPRINGS
PWS state:	NY	PWS zip:	13160
PWS ID:	NY0002476	Activity status:	Active
Date system activated:	Not Reported	Date system deactivated:	Not Reported
Retail population:	00000165	System name:	UNION SPRINGS ACADEMY
System address:	Not Reported	System address:	SPRING STREET
System city:	UNION SPRINGS	System state:	NY
System zip:	13160		
County FIPS:	005	City served:	SPRINGPORT (T)
Latitude:	430253	Longitude:	0760852

**Q70**  
**NNW**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000870314**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1091		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19530724
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	38	Well Hole Depth Units:	ft

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Database      EDR ID Number

**Q71**  
**NNW**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000870315**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1088		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19490623
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	29	Well Hole Depth Units:	ft

**72**  
**West**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869733**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1519		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19610621
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	186.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1961-06-21
Feet below surface:	7.0	Feet to sea level:	Not Reported
Note:	Not Reported		

**73**  
**ESE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869533**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 565		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	60	Well Hole Depth Units:	ft



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**R74**  
**South**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869230**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1867		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Sand and gravel aquifers (glaciated regions)		
Formation Type:	Sand and Gravel	Aquifer Type:	Not Reported
Construction Date:	20020923	Well Depth:	Not Reported
Well Depth Units:	Not Reported	Well Hole Depth:	69
Well Hole Depth Units:	ft		

**75**  
**NW**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000870263**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1096		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19530624
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	55	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1953-06-24
Feet below surface:	7.4	Feet to sea level:	Not Reported
Note:	Not Reported		

**S76**  
**NW**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000870227**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1554		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19980401
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	165.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1998-04-01
Feet below surface:	8.0	Feet to sea level:	Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Note: Not Reported

**77**

**West  
1/2 - 1 Mile  
Higher**

**FED USGS**

**USGS40000869759**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 559		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	192	Well Hole Depth Units:	ft

**R78**

**South  
1/2 - 1 Mile  
Higher**

**FED USGS**

**USGS40000869208**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1777		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19950223
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	80	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1995-02-23
Feet below surface:	8	Feet to sea level:	Not Reported
Note:	Not Reported		

**79**

**South  
1/2 - 1 Mile  
Higher**

**FED USGS**

**USGS40000869209**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 250	Type:	Well
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Sand and gravel aquifers (glaciated regions)		
Formation Type:	Sand and Gravel	Aquifer Type:	Not Reported
Construction Date:	Not Reported	Well Depth:	132
Well Depth Units:	ft	Well Hole Depth:	Not Reported
Well Hole Depth Units:	Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**R80**  
**South**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869207**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1868		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Sand and gravel aquifers (glaciated regions)		
Formation Type:	Sand and Gravel	Aquifer Type:	Not Reported
Construction Date:	20020920	Well Depth:	Not Reported
Well Depth Units:	Not Reported	Well Hole Depth:	70
Well Hole Depth Units:	ft		

**T81**  
**NW**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000870316**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1093		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19490818
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	50	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1949-08-18
Feet below surface:	4.1	Feet to sea level:	Not Reported
Note:	Not Reported		

**U82**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869396**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 555		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	74	Well Hole Depth Units:	ft

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**V83**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869229**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1098		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19640210
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	160	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1964-02-10
Feet below surface:	16.0	Feet to sea level:	Not Reported
Note:	Not Reported		

**W84**  
**WSW**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869551**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1774		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19890510
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	152	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1989-05-10
Feet below surface:	21.8	Feet to sea level:	Not Reported
Note:	Not Reported		

**V85**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869219**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 13	Type:	Well
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Sand and gravel aquifers (glaciated regions)		
Formation Type:	Sand and Gravel	Aquifer Type:	Not Reported
Construction Date:	Not Reported	Well Depth:	Not Reported
Well Depth Units:	Not Reported	Well Hole Depth:	Not Reported
Well Hole Depth Units:	Not Reported		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**X86**  
**NW**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000870187**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1506		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19890613
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	291.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1989-06-13
Feet below surface:	13.4	Feet to sea level:	Not Reported
Note:	Not Reported		

**Y87**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869260**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1677		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19720418
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	114	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1972-04-18
Feet below surface:	43.7	Feet to sea level:	Not Reported
Note:	Not Reported		

**Y88**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869246**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1500		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19640206
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	140	Well Hole Depth Units:	ft

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Ground water levels,Number of Measurements:	1	Level reading date:	1964-02-06
Feet below surface:	5	Feet to sea level:	Not Reported
Note:	Not Reported		

**S89  
NW  
1/2 - 1 Mile  
Lower**

**FED USGS    USGS40000870264**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1095		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19530609
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	125	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1953-06-09
Feet below surface:	4.2	Feet to sea level:	Not Reported
Note:	Not Reported		

**T90  
NNW  
1/2 - 1 Mile  
Higher**

**FED USGS    USGS40000870346**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1611		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19490818
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	52	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1949-08-18
Feet below surface:	9	Feet to sea level:	Not Reported
Note:	Not Reported		

**91  
NW  
1/2 - 1 Mile  
Higher**

**FED USGS    USGS40000870299**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1549		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19980114

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	85.3	Well Hole Depth Units:	ft
Ground water levels,Number of Measurements:	1	Level reading date:	1998-01-14
Feet below surface:	19.9	Feet to sea level:	Not Reported
Note:	Not Reported		

**X92**  
**WNW**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000870150**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 593		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	292	Well Hole Depth Units:	ft

**V93**  
**SSE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869206**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1679		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140202
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19700114
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	68.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1970-01-14
Feet below surface:	27	Feet to sea level:	Not Reported
Note:	Not Reported		

**94**  
**WNW**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000870138**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1505		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19890607

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	271.5	Well Hole Depth Units:	ft
Ground water levels,Number of Measurements:	1	Level reading date:	1989-06-07
Feet below surface:	12.0	Feet to sea level:	Not Reported
Note:	Not Reported		

**95  
ESE  
1/2 - 1 Mile  
Higher**

**FED USGS      USGS40000869452**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1853	Type:	Well
Description:	Not Reported	HUC:	Not Reported
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	New York and New England carbonate-rock aquifers		
Formation Type:	Vernon Shale	Aquifer Type:	Confined multiple aquifer
Construction Date:	20060215	Well Depth:	410
Well Depth Units:	ft	Well Hole Depth:	410
Well Hole Depth Units:	ft		

**W96  
WSW  
1/2 - 1 Mile  
Lower**

**FED USGS      USGS40000869520**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1704		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19890503
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	131.5	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1989-05-03
Feet below surface:	11	Feet to sea level:	Not Reported
Note:	Not Reported		

**T97  
NNW  
1/2 - 1 Mile  
Higher**

**FED USGS      USGS40000870361**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1092		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19530529



## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	30	Well Hole Depth Units:	ft
Ground water levels,Number of Measurements:	1	Level reading date:	1953-05-29
Feet below surface:	2.3	Feet to sea level:	Not Reported
Note:	Not Reported		

**98**  
**NNW**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000870375**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1097		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19540404
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	56	Well Hole Depth Units:	ft

**U99**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869370**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1522		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19610417
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	76	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1961-04-17
Feet below surface:	16	Feet to sea level:	Not Reported
Note:	Not Reported		

**100**  
**SE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000869337**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1513		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19610603

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	110	Well Hole Depth Units:	ft
Ground water levels,Number of Measurements:		Level reading date:	1961-06-03
Feet below surface:	21.4	Feet to sea level:	Not Reported
Note:	Not Reported		

**101  
NNW  
1/2 - 1 Mile  
Higher**

**FED USGS      USGS40000870417**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD 601		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	85	Well Hole Depth Units:	ft

**Z102  
ESE  
1/2 - 1 Mile  
Higher**

**FED USGS      USGS40000869488**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1518		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19610510
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	72	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1961-05-10
Feet below surface:	32	Feet to sea level:	Not Reported
Note:	Not Reported		

**V103  
SSE  
1/2 - 1 Mile  
Higher**

**FED USGS      USGS40000869205**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1099		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19640217

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	140	Well Hole Depth Units:	ft
Ground water levels,Number of Measurements:		Level reading date:	1964-02-17
Feet below surface:	19.0	Feet to sea level:	Not Reported
Note:	Not Reported		

**Z104**  
**ESE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS    USGS40000869517**

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	OD1603		
Type:	Well: Test hole not completed as a well		
Description:	Not Reported	HUC:	04140201
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19620702
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	70	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1962-07-02
Feet below surface:	31	Feet to sea level:	Not Reported
Note:	Not Reported		

# 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	341.8
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 was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

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<sup>R</sup> 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

Source: 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 G

NEU-VELLE LLC

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## Owner Questionnaire





**PHASE I ESA – INTERVIEW QUESTIONNAIRE**  
**For past and present owners, operators and occupants**

**Parcel Location/ ID:** 600 N. Franklin Street, Syracuse, New York

	Name: John Kelly	Date 6/1/20
	Company: Dupli Envelope and Graphics Title: Operations Manager How long in position: 12 years	
1	How long have you (or your organization) owned the property? 12 years	
2	If industrial/commercial use (current or previous), list some of the chemicals used? Commercial Use  Were the chemicals stored on site?                      How where they stored? Various cleaning chemicals                                      small containers  Location of chemical storage? within building	
3	Age of buildings on site? 1904	
4	Do you know of, or have you seen: drums, totes, or large containers on site? (when, location, what did they contain)	
5	Have you ever seen any pits, ponds or lagoons? (If yes, describe when, location, and if any odors or oily sheen were present) No	
6	Do you know of, or have you seen an above ground storage tanks (ie. oil, fuel, chemicals)? (Location, type of material contained, date installed & removed) No	
7	Do you know of, or have you seen evidence of underground storage tanks? (Location, type of material contained, date installed & removed) No	
8	Do you know if any environmental permits (air, waste, water discharge) were ever issued? (When, what type, permit # if known) No	

9	Do you know of any trash/ waste dumped on the site? (When, what type, was it cleaned up and how) No
10	Do you know of any floor drains, sumps, oil/water separators, and drainage systems on site? No
11	What are the public utilities provided to the site?  Electric - Yes Natural gas - Yes Storm sewer - Yes  Water – Yes Sanitary sewer - Yes
12	Do you know if any soil or water sampling has ever been done on the site? No
13	Do you know if any neighboring properties could answer yes to any of the above questions? No
14	Do you know if there have ever been any activity and or use limitations imposed on the site? No
15	Do you know of any past uses of the property (other entities operating on the site)? Bison meat laboratory

# Appendix H

NEU-VELLE LLC

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## Limitations, Certification, Qualifications

## **Limitations and Exceptions**

The professional environmental inspector has used his/her best judgment and has conducted the appropriate inquiries when conducting this assessment.

This environmental site assessment cannot wholly eliminate uncertainty regarding the potential for recognized environmental conditions concerning the subject site or adjoining properties.

Not every property requires the same amount of site assessment work. Various factors determine the appropriate level of involvement, such as the type of property being assessed, how it is used, the extent of contamination, and the amount and kind of data collected. Any one of these will determine the appropriate level of environmental site assessment.

Not all inquiries will identify a significant environmental condition existing on the subject property. All environmental assessments are governed by circumstances and conditions that existed on the day of inspection.

## **Influences on Fair Market Value**

The presence of environmental liabilities and their associated clean-up costs may influence the fair market value of the subject property. Market value is understood to be the most probable price estimated in terms of money that the property will bring if exposed for sale on the open market by a seller who is willing but not obliged to sell, allowing a reasonable time to find a buyer who is willing but not obliged to buy, both parties having full knowledge of all the uses to which it is adapted, for which it is capable of being used, or for which it has been used.

The environmental assessor assumes no responsibility for any changes in the fair market value of the property that might result from the performance of the environmental assessment activities, or disclosures of environmental conditions relating to the property.

## **Certification of Inspection**

The environmental inspector certifies and agrees that:

- (1) The inspector has no present or contemplated future interest in the property inspected.
- (2) The inspector has no personal interest in or bias with respect to the subject matter of the assessment report or the participants to the sale. This Environmental Site Assessment Report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property inspected, or upon the race, color or national origin of the present owners or occupants of the properties near the property inspected.
- (3) The inspector has personally inspected the property and has made an exterior inspection of all neighboring properties in the report. To the best of the inspector's knowledge and belief, all statements and information in this report are true and correct, and the inspector has not knowingly withheld any significant information.
- (4) The legal description and address furnished is correct according to the information furnished to the inspector.

(5) This inspection report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the environmental organizations with which the inspector is affiliated.

(6) All conclusions and opinions concerning the subject site that are set forth in this report were prepared by the inspector whose signature appears on the report.

### **General Qualifications**

In the professional judgment of the site assessor, the scope of this investigation was sufficient to determine whether further investigation was warranted, given the nature and specific circumstances of the site. The site assessor performed this Phase I ESA in conformance with the care and skill currently exercised by reputable environmental consulting firms practicing under similar conditions. No other warranty or representation of any kind, expressed or implied, at common law or created by statute, is extended, made or intended by the site assessor's rendering consulting services or furnishing oral and/or written reports of its findings.

The site assessor has no obligation to any third party who intends to, or will, rely on this report and specifically disclaims any such responsibility. The site assessor assumes no obligation for reporting any facts revealed by the environmental site assessment or contained in the Phase I ESA report to anyone other than the Client.

This report does not constitute legal advice, nor does the site assessor purport to give legal advice. Environmental conditions and regulations are subject to constant change and reinterpretation. It should not be assumed that current conditions and/or regulatory positions will remain constant. Furthermore, because the facts stated in this report are subject to professional interpretation, differing conclusions could be reached by other professionals.

Certain information contained in this report may have been obtained from agencies or through personal interviews. The site assessor cannot warrant that such information is accurate. Except as discussed in the report, the site assessor has not verified the accuracy of such information.

Contaminates may be hidden in the subsurface materials, having been placed there due to the actions of man, or covered by foliage, water, snow, concrete, asphalt, or other materials. This contamination may not be present in predictable locations. The most that the site assessor can do is formulate a logical assessment program to reduce the client's risk of later discovering previously unknown contamination; the greater the extent of exploration on a property, the greater the probability of finding contamination, if present. Even with extensive exploration, it is not possible to say with total certainty that contaminants are not present at a particular site.

Many environmental assessments are undertaken to satisfy the "due diligence" requirement in the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and appropriate state requirements. The level of investigative work required to demonstrate "due diligence" has not been legislatively defined by Congress, the U.S. EPA, or appropriate state bodies. Although the site assessor strives to investigate each site to discover all possible sources of contamination, the site assessor cannot warrant that the work undertaken for this report will provide a due diligence defense asserted under CERCLA, or any other federal, state, or local laws.

No warranty can be made that conditions observed were representative of areas not observed. Tests or data collected for this report were obtained only for the purposes stated in this report, and should

not be used for reasons other than those intended.

The inspector assumes no responsibility for legal issues affecting the property inspected, nor does the inspector render any opinion as to the marketability of title.

Unless arrangements have been previously made, the inspector will not be required to give testimony or appear in court because of having made the Environmental Site Assessment with reference to the property in question.

Possession of this report does not carry with it the rights of publication, and any parts thereof may not be reproduced in any form without written permission of its writer, or the client who ordered the report.

The inspector assumes that there are no hidden or latent conditions or defects on the property, subsoil, or structures that would render it more valuable, less valuable or hazardous. The inspector assumes no responsibility for such conditions or for the inspection, engineering, or repair that might be required to discover or correct such factors.

Information, estimates, and opinions furnished to the environmental inspector and contained in the report were obtained from sources considered reliable and believed to be true and correct. The inspector however, assumes no responsibility for the accuracy of such information.

This Environmental Site Assessment is not intended to (but indeed may) have a direct effect on the value of the property inspected. It is conducted solely for the educational benefit of the principal parties.

The contents of this report, including any conclusions as to value or hazards and the identity of the inspector shall not be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the environmental inspector.



**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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ENVIRONMENTAL, LLC.

## Section #1: Project Information

<b>Project Description:</b>	Asbestos Pre-Renovation Survey 600 North Franklin Street Syracuse, New York 13204
<b>Client:</b>	<b>WH Lane Construction</b> 113 Court Street Binghamton, New York 13901 Mr. Mark Lane <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>
<b>Survey Performed by:</b>	<b>Paradigm Environmental, LLC.</b> 6950 East Genesee Street Fayetteville, New York 13066 315.455.2714 (phone) 315.455.3022 (fax) NYS DOL Asbestos Handling License 130569
<b>Bulk Sampling Performed by:</b>	Mitchell Blackwell NYSDOL Certificate AH17.25242
<b>Dates Performed:</b>	November 26 & December 3, 2019
<b>PLM Friable Bulk Sample Analysis Performed by:</b>	<b>Paradigm Environmental, LLC.</b> 6950 East Genesee Street Fayetteville, New York 13066 NYS DOH ELAP #11555
<b>PLM/TEM NOB Bulk Sample Analysis Performed by:</b>	<b>Paradigm Environmental Services, Inc.</b> 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 <sup>nd</sup> Floor Vacant Space-Bottom Flooring Layer	Intact	1-4	ACM	7,200 square feet	NOB
Yellow Floor Tile Mastic	2 <sup>nd</sup> Floor Vacant Space on Top of ACM Floor Tiles	Intact	5, 6	ACM		NOB
12"x12" Floor Tiles	2 <sup>nd</sup> Floor Vacant Space on Top of ACM Floor Tiles	NA	7, 8	No Asbestos Detected	0	NOB
Grout	2 <sup>nd</sup> 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 <sup>nd</sup> 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 <sup>nd</sup> 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 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor Vacant Space, West End of 3 <sup>rd</sup> Floor (Between 2 <sup>nd</sup> & 3 <sup>rd</sup> Floor)	Intact	31-36, 84-86	ACM	150 linear feet	Friable
Drywall & Joint Compound	1 <sup>st</sup> Floor Storage Area, 2 <sup>nd</sup> 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 <sup>st</sup> Floor Storage Area	Intact	46-49	ACM	6,000 square feet	NOB
Gray, White 12"x12" Floor Tiles w/Yellow & Gray Mastic	1 <sup>st</sup> Floor Storage Area	NA	50-55	Trace	0	NOB
2'x4' Ceiling Tiles	1 <sup>st</sup> & 2 <sup>nd</sup> Floor	NA	65, 66, 78, 79	No Asbestos Detected	0	Friable
White 12"x12" Floor Tiles	2 <sup>nd</sup> Floor Printing Area	NA	80, 81	No Asbestos Detected	0	NOB
Tan/Black Fiberglass Insulation Backing	2 <sup>nd</sup> 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 <sup>rd</sup> Floor-Storage Area	NA	87, 88	No Asbestos Detected	0	NOB
Brown Fiberglass Insulation	5 <sup>th</sup> Floor Storage Area Walls	NA	89, 90	No Asbestos Detected	0	Friable
Black Tar Coating	5 <sup>th</sup> Floor Storage Area Walls-Coating on Brown Fiberglass Insulation	Intact	93, 94	ACM	8,000 square feet	NOB
Silver Coat	5 <sup>th</sup> 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 <sup>nd</sup> Floor Vacant Space-Bottom Flooring Layer	Intact	1-4	ACM	7,200 square feet	NOB
Yellow Floor Tile Mastic	2 <sup>nd</sup> Floor Vacant Space on Top of ACM Floor Tiles	Intact	5, 6	ACM		NOB
Yellow Cove Base Mastic	2 <sup>nd</sup> Floor Printing Area/Storage	Intact	77	ACM	15 square feet	NOB
TSI & Elbows	1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor Vacant Space, West End of 3 <sup>rd</sup> Floor (Between 2 <sup>nd</sup> & 3 <sup>rd</sup> Floor)	Intact	31-36, 84-86	ACM	150 linear feet	Friable
Olive Green 12"x12" Floor Tiles & Black Mastic	1 <sup>st</sup> Floor Storage Area	Intact	46-49	ACM	6,000 square feet	NOB
Tan/Black Fiberglass Insulation Backing	2 <sup>nd</sup> Floor Above Suspended Ceiling on Fiberglass Insulated Pipes	Intact	82, 83	No Asbestos Detected	1,000 linear feet	NOB
Black Tar Coating	5 <sup>th</sup> 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**  
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### 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".

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](mailto: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 <sup>nd</sup> Floor - Vacant Space - 1 <sup>st</sup> Layer Bottom)	Yes	3.6% Chrysotile	NOB PLM
2	18025	Black Mastic (2 <sup>nd</sup> Floor - Vacant Space - 1 <sup>st</sup> Layer Bottom)	SAFP	Sample Not Analyzed	NOB Prep
3	18029	White 9x9 Tile (2 <sup>nd</sup> Floor - Vacant Space - 1 <sup>st</sup> Layer Bottom)	Yes	3.4% Chrysotile	NOB PLM
4	18030	White 9x9 Tile (2 <sup>nd</sup> Floor - Vacant Space - 1 <sup>st</sup> Layer Bottom)	SAFP	Sample Not Analyzed	NOB Prep



# PARADIGM

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Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
5	18031	Yellow Adhesive (2 <sup>nd</sup> Floor - Vacant Space - 2 <sup>nd</sup> Layer Top)	Yes	1.3% Chrysotile	NOB PLM/TEM
6	18032	Yellow Adhesive (2 <sup>nd</sup> Floor - Vacant Space - 2 <sup>nd</sup> Layer Top)	SAFP	Stop Positive No TEM	NOB PLM
7	18033	White 12x12 Tile (2 <sup>nd</sup> Floor - Vacant Space - 2 <sup>nd</sup> Layer Top)	No	No Asbestos Detected	NOB PLM/TEM
8	18034	White 12x12 Tile (2 <sup>nd</sup> Floor - Vacant Space - 2 <sup>nd</sup> Layer Top)	No	No Asbestos Detected	NOB PLM/TEM
9	18035	Gray Grout (2 <sup>nd</sup> Floor - Vacant Space)	No	No Asbestos Detected	Friable PLM
10	18036	Gray Grout (2 <sup>nd</sup> Floor - Vacant Space)	No	No Asbestos Detected	Friable PLM
11	18037	Yellow Cove Base Adhesive (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	NOB PLM/TEM
12	18038	Yellow Cove Base Adhesive (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	NOB PLM/TEM
13	18039	Black Cove Base (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	NOB PLM/TEM



# PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
14	18040	Black Cove Base (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	NOB PLM/TEM
15	1801	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
16	18042	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
17	18043	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
18	18044	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
19	18045	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
20	18046	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
21	18047	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
22	18048	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM





# PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
23	18049	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
24	18050	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
25	18051	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
26	18052	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
27	18053	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
28	18054	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
29	18055	Black Caulk (2 <sup>nd</sup> Floor - Vacant Area - Walls)	No	No Asbestos Detected	NOB PLM/TEM
30	18056	Black Caulk (2 <sup>nd</sup> Floor - Vacant Area - Walls)	No	No Asbestos Detected	NOB PLM/TEM
31	18057	Gray TSI (2 <sup>nd</sup> Floor - Vacant Area)	Yes	57.14% Chrysotile	Friable PLM



# PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
32	18058	Gray TSI (2 <sup>nd</sup> Floor - Vacant Area)	SAFP		
33	18059	Gray TSI (2 <sup>nd</sup> Floor - Vacant Area)	SAFP		
34	18060	Gray Mud Elbows (2 <sup>nd</sup> Floor - Vacant Area)	Yes	36.36% Chrysotile	Friable PLM
35	18061	Gray Mud Elbows (2 <sup>nd</sup> Floor - Vacant Area)	SAFP		
36	18062	Gray Mud Elbows (2 <sup>nd</sup> Floor - Vacant Area)	SAFP		
37	18063	White Drywall (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
38	18064	White Drywall (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
39	18065	White Drywall (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
40	18066	White Joint Compound (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM



# PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
41	18067	White Joint Compound (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
42	18068	White Joint Compound (2 <sup>nd</sup> 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 <sup>st</sup> Floor - Storage Area)	Yes	3.5% Chrysotile	NOB PLM
47	18073	Black Mastic (1 <sup>st</sup> Floor - Storage Area)	SAFP	Sample Not Analyzed	NOB Prep
48	18074	Olive 12x12 Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
49	18075	Olive 12x12 Tile (1 <sup>st</sup> Floor - Storage Area)	Yes	27% Chrysotile	NOB PLM/TEM





# PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
50	18076	Yellow/Gray Floor Tile Adhesive (1 <sup>st</sup> Floor - Storage Area)	Trace	<1.0% Chrysotile	NOB PLM/TEM
51	18077	Yellow/Gray Floor Tile Adhesive (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
52	18078	Gray 12x12 Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
53	18079	Gray 12x12 Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
54	18080	White 12x12 Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
55	18081	White 12x12 Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
56	18082	White/Gray Drywall (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
57	18083	White/Gray Drywall (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
58	18084	White/Gray Drywall (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM





# PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
59	18085	White Joint Compound (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
60	18086	White Joint Compound (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
61	18087	Blue Cove Base (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
62	18088	Blue Cove Base (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
63	18089	Brown Cove Base Adhesive (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
64	18090	Brown Cove Base Adhesive (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
65	18091	Gray/White 2x4 Ceiling Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM/TEM
66	18092	Gray/White 2x4 Ceiling Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM/TEM
67	18093	White Joint Compound (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM



**PARADIGM**  
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](mailto: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

<b>Client:</b> WH Lane Construction		<b>Project Number:</b>	<b>Sampled by:</b> Mitchell Blackwell/Paradigm
<b>Project Description:</b> 600 North Franklin Street		<b>Report Number:</b> 2213-19S	<b>Certificate Number:</b>
<b>Project Location:</b> Syracuse, New York 13204		<b>Date Sampled:</b> Tuesday, November 26, 2019	<b>Date Received at Lab:</b> Tuesday, November 26, 2019
<b>Client Name:</b> Mr. Mark Lane	<b>Client Contact:</b> <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>	<b>Date Analyzed:</b> Tuesday, December 3, 2019	<b>Date Reported:</b> 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

<b>Analyzed by:</b> Ms. Krista Davis - Analyst	<b>Date:</b> 12/3/2019	<b>Approved by:</b> 	<b>Date:</b> 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: <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>	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

<b>Client:</b> WH Lane Construction		<b>Project Number:</b>	<b>Sampled by:</b> Mitchell Blackwell/Paradigm
<b>Project Description:</b> 600 North Franklin Street		<b>Report Number:</b> 2213-19S	<b>Certificate Number:</b>
<b>Project Location:</b> Syracuse, New York 13204		<b>Date Sampled:</b> Tuesday, November 26, 2019	<b>Date Received at Lab:</b> Tuesday, November 26, 2019
<b>Client Name:</b> Mr. Mark Lane	<b>Client Contact:</b> <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>	<b>Date Analyzed:</b> Tuesday, December 3, 2019	<b>Date Reported:</b> 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

<b>Analyzed by:</b> Ms. Krista Davis - Analyst	<b>Date:</b> 12/3/2019	<b>Approved by:</b> 	<b>Date:</b> 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.

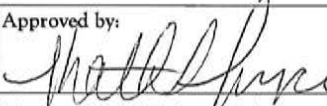




**Polarized Light Microscopy (PLM) Asbestos Bulk Analysis Report**  
analyzed in accordance with NYSDOH ELAP Method 198.1

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: <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>	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



6950 East Genesee Street  
Fayetteville, New York 13066  
315.455.2714 (phone)  
315.455.3022 (fax)

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

<b>Client:</b> WH Lane Construction	<b>Contact:</b> Mark Lane
<b>Phone Number:</b> 607.775.0600	<b>Email Address for Data:</b> mlane@whlane.com
<b>Results To</b> kjoyce@paradigmenvllc.com kdavis@paradigmenvllc.com	<b>Turn Around Time:</b> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> Other <input type="checkbox"/>
<b>Date Sampled:</b> 11-26-19	<b>Paradigm Project Number:</b> 2213-195
<b>Project Location:</b> 113 Court Street Binghamton, NY 13901 600 North Franklin Street, Syracuse, NY	

<b>Lab Job #:</b> 2213-195
<b>Page</b> 1 of 7
<b>Date Logged In:</b> 11/26/19
<b>Logged In By:</b> Kmd

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	adhesive	
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	grout	440 SF
10	X	18036	L	L	L	440 SF

<b>Sampled By:</b> <i>[Signature]</i>	<b>Date:</b> 11-26-19
<b>Transported to Paradigm By:</b> <i>[Signature]</i>	<b>Date:</b> 11-26-19 1500
<b>Received By &amp; Relinquished By:</b> Krista M. Davis	<b>Date:</b> 11/26/19 1522
<b>Received By:</b>	<b>Date:</b>

<b>Analytical Comments:</b>
<b>TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY:</b> 07

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 2 of 7

Date Logged In: 11/26/19

Logged In By: *kmnd*

**Client:** WH Lane Construction  
607.775.0600  
600 North Franklin Street, Syracuse, NY

**Contact:** Mark Lane  
Email Address for Data: [mlane@whlane.com](mailto:mlane@whlane.com)

**Results To:** kjoyce@paradigmenvllc.com  
kdavis@paradigmenvllc.com

**Date Sampled:** 11-26-19

**Turn Around Time:** 1  2  3  4  5  Other

**Paradigm Project Number:** 2213-19S

**Client Mailing Address:** 6950 East Genesee Street  
Fayetteville, New York 13066  
315.455.2714 (phone)  
315.455.3022 (fax)

**Project Location:** 113 Court Street  
Binghamton, NY 13901

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
1		18037	2nd floor vacant area	Yellow	cover base adhesive	#36047
2		18038		↓	↓	
3		18039		Black	cover base	
4		18040		↓	↓	
5	X	18041		Plester	gley	3605f
6	X	18042		↓	↓	
7	X	18043		↓	↓	
8	X	18044		↓	↓	
9	X	18045		↓	↓	
10	X	18046		↓	↓	

**Sampled By:** *MTLV* Date: 11-26-19

**Transported to Paradigm By:** *MTLV* Date: 11-26-19

**Received By & Relinquished By:** *Kristina M. Davis* Date: 11/26/19 1500

**Received By:** Date: 1527

**Analytical Comments:**

**TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY:** 27

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



# 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 3 of 7

Date Logged In: 11/26/19

Logged In By: Kmd

**Client:** WH Lane Construction  
6950 East Genesee Street, Fayetteville, New York 13066

**Contact:** Mark Lane  
Email Address for Data: mlane@whlane.com

**Phone Number:** 607.775.0600

**Results To:** kjoyce@paradigmenvllc.com  
kdavis@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

**Client Mailing Address:** 113 Court Street  
Binghamton, NY 13901

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
21	X	18047	2nd floor vacant area	grey	Plaster	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:** *MATTIE* **Date:** 11-26-19

**Transported to Paradigm By:** *MATTIE* **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.

# 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  
X 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 4 of 7

Date Logged In: 11/26/19

Logged In By: *Ynd*

Client: **WH Lane Construction** Mark Lane

Phone Number: 607.775.0600

Email Address for Data: [mlane@whlane.com](mailto:mlane@whlane.com)

Results To: [kjoyce@paradigmenvllc.com](mailto: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)
31	X	18057	2nd floor vacant area	grey	TSI	GOLF
32	X	18058	---	---	---	---
33	X	18059	---	---	---	---
34	X	18060	---	grey	Mudclay	---
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 compound	---

**Sampled By:** *[Signature]* Date: 11-26-19

**Transported to Paradigm By:** *[Signature]* Date: 11-26-19

**Received By & Relinquished By:** *[Signature]* Date: 11/26/19 1500

**Received By:** *Christina M. Davis* 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.



# 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: **6950 East Genesee Street** **WH Lane Construction** **Mark Lane**  
 Fayetteville, New York 13066  
 Phone Number: **315.455.2714 (phone)** **607.775.0600** **mlane@whlane.com**  
**315.455.3022 (fax)**  
 Results To **kjoyce@paradigmenvllc.com** **1**  **2**  **3**  **5**  **Other**   
 Client Mailing Address **kdavis@paradigmenvllc.com**  
 Date Sampled: **11-26-19** **11-26-19** **2213-19S**  
 Project Location: **113 Court Street** **600 North Franklin Street, Syracuse, NY**  
**Binghamton, NY 13901**

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 vacant 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	12" tile	3000 sf
9		18075	↓	↓	↓	↓
10		18076	↓	Yellow Grey	adhesive tile	1500 sf

Sampled By: **M. H. B.** Date: **11-26-19**  
 Transported to Paradigm By: **M. H. B.** Date: **11-26-19**  
 Received By & Relinquished By: **Krista M. Davis** Date: **11/26/19 1522**  
 Received By: **Krista M. Davis** 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



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:** WH Lane Construction  
 Contact: Mark Lane  
 6950 East Genesee Street, Fayetteville, New York 13066  
 Phone Number: 607.775.0600  
 Email Address for Data: [mlane@whlane.com](mailto:mlane@whlane.com)  
 Results To: kjoyce@paradigmenvllc.com  
 kdavis@paradigmenvllc.com  
 Turn Around Time:  1  2  3  5X  Other   
 Date Sampled: 11-26-19  
 Paradigm Project Number: 2213-19S  
 Client Mailing Address: 113 Court Street  
 Binghamton, NY 13901  
 Project Location: 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	Stairs e side 15 floor	Yellow/grey	floor tile <sup>type</sup>	15oast
52		18078		grey	12x12 tile	15oast
53		18079		<del>White</del>	L	L
54		18080		White	12x12 tile	3oast
55		18081		L	L	L
56	X	18082		White/grey	Dry wall	F
57	X	18083		L	L	F
58	X	18084		L	L	F
59	X	18085		White	Joint compound	F
60	X	18086		L	L	F

**Sampled By:** [Signature] Date: 11-26-19  
**Transported to Paradigm By:** [Signature] Date: 11-20-19  
**Received By & Relinquished By:** [Signature] Date: 11/26/19 1500  
 Kristina M. Davis  
**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



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  
 607.775.0600  
 kjoyce@paradigmenvllc.com  
 kdavis@paradigmenvllc.com  
 11-26-19

**Contact:** Mark Lane  
 Email Address for Data: mlane@whlane.com  
 Turn Around Time: 1  2  3  5  Other   
 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)
1	G1	18087	Storage area 1st floor	Blue	concrete	SoL f
2	G2	18088				
3	G3	18089		Brown	concrete adhesive	f
4	G4	18090				
5	G5	18091		Grey white	2x4 ceiling tile	100sf
6	G6	18092				
7	G7	18093		Joint compound	White	f
8						
9						
10						

**Sampled By:** [Signature] **Date:** 11-26-19

**Transported to Paradigm By:** [Signature] **Date:** 11-26-19

**Received By & Relinquished By:** Kristina M. Kavin **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.

\*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%

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 No Symbol in the NOB column denotes sample analyzed by ELAP Method 198.1 (PLM).  
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 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).



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: *Audra E. Walborski*

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:** 2 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 %
11	100858	2nd Floor Vacant Area	Yellow Cove Base Adhesive	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
12	100859	2nd Floor Vacant Area	Yellow Cove Base Adhesive	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
13	100860	2nd Floor Vacant Area	Black Cove Base	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
14	100861	2nd Floor Vacant Area	Black Cove Base	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%

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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/M4-82-020 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: 12/3/2019

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 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:** 3 of 12

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	N O B	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	Non- Fibrous Matrix Material %
29	100862	2nd Floor Vacant Area Walls	Black Caulk	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
30	100863	2nd Floor Vacant Area Walls	Black Caulk	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%

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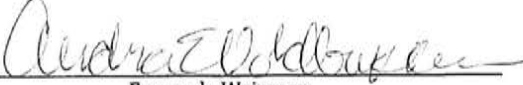
PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.") or EPA 600/M4-82-020 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: 12/3/2019

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 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:** 4 of 12

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	N O B	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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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/M4-02-020 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 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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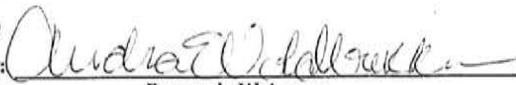
PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and In Non-Friable Organically Bound Bulk Samples.") or EPA 600/M4-82-020 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-156094-87  
**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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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-156094-87  
**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](mailto: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 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
69	18367	Gray Drywall (2 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
70	18368	Gray Drywall (2 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
71	18369	White Joint Compound (2 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM





# PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
72	18370	White Joint Compound (2 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
73	18371	White Joint Compound (2 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
74	18372	Blue/Brown Cove Base (2 <sup>nd</sup> Floor - By Small Stairs)	NA	<1.0% Residue Remaining, PLM & TEM Not Required	NOB Prep
75	18373	Yellow Cove Base Adhesive (2 <sup>nd</sup> Floor - By Small Stairs)	No	No Asbestos Detected	NOB PLM/TEM
76	18374	White/Brown Cove Base (2 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	NOB PLM/TEM
77	18375	Yellow Cove Base Adhesive (2 <sup>nd</sup> Floor - Printing Area/Storage)	Yes	9.1% Actinolite/ Tremolite	NOB PLM/TEM
78	18376	Gray 2x4 Ceiling Tile (2 <sup>nd</sup> Floor - Printing Area)	No	No Asbestos Detected	Friable PLM/TEM
79	18377	Gray 2x4 Ceiling Tile (2 <sup>nd</sup> Floor - Printing Area)	No	No Asbestos Detected	Friable PLM/TEM
80	18378	White 12x12 Floor Tile (2 <sup>nd</sup> 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 <sup>nd</sup> Floor - Printing Area)	No	No Asbestos Detected	NOB PLM/TEM
82	18380	Tan/Black Insulation Backing (2 <sup>nd</sup> Floor - Above Drop Ceiling on Pipes)	Yes	4.3% Chrysotile	NOB PLM/TEM
83	18381	Tan/Black Insulation Backing (2 <sup>nd</sup> Floor - Above Drop Ceiling on Pipes)	SAFP	Not Analyzed by TEM	NOB PLM
84	18382	Tan/Gray TSI (3 <sup>rd</sup> Floor - Storage Area)	Yes	44.44% Chrysotile	Friable PLM
85	18383	Tan/Gray TSI (3 <sup>rd</sup> Floor - Storage Area)	SAFP		
86	18384	Tan/Gray TSI (3 <sup>rd</sup> Floor - Storage Area)	SAFP		
87	18385	Black Mastic/Cork (3 <sup>rd</sup> Floor - Storage Area)	NA	<1.0% Residue Remaining, PLM & TEM Not Required	NOB Prep
88	18386	Black Mastic/Cork (3 <sup>rd</sup> Floor - Storage Area)	NA	<1.0% Residue Remaining, PLM & TEM Not Required	NOB Prep
89	18387	Brown Insulation (5 <sup>th</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM



# PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
90	18388	Brown Insulation (5 <sup>th</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
91	18389	Silvercoat (5 <sup>th</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
92	18390	Silvercoat (5 <sup>th</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
<b>93</b>	<b>18391</b>	<b>Black Tar (5<sup>th</sup> Floor - Storage Area)</b>	<b>Yes</b>	<b>14% Chrysotile</b>	<b>NOB PLM</b>
<b>94</b>	<b>18392</b>	<b>Black Tar (5<sup>th</sup> Floor - Storage Area)</b>	<b>SAFP</b>	<b>Not Analyzed</b>	<b>NOB Prep</b>

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](mailto: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: <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>	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



**PARADIGM**  
ENVIRONMENTAL, LLC.

179 Lake Avenue, Rochester, New York 14608  
1815 Love Road, Grand Island, New York 14072  
X 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
Client Mailing Address 113 Court Street Binghamton, NY 13901	Results To: kjoyce@paradigmenvllc.com kdavis@paradigmenvllc.com	Email Address for Data: <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>
Date Sampled: 12-3-19	Turn Around Time: 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> Other <input type="checkbox"/>	Page 1 of 3
Project Location: 600 North Franklin Street, Syracuse, NY	Paradigm Project Number: 2240-195	Date Logged In: 12/3/19 Logged In By: <i>SL</i>

OFFICE USE ONLY	
Lab Job #:	2240-195
Page	1 of 3
Date Logged In:	12/3/19
Logged In By:	<i>SL</i>

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	<del>Basement</del>			f
7		18372	Basement stairs	Black Brown	concrete	4000LN
8		18373		Yellow	concrete	f
9		18374		White/Brown	concrete	f
10		18375		Yellow	concrete	f

Sampled By: <i>MAD</i>	Date: 12-3-19
Transported to Paradigm By: <i>MAD</i>	Date: 12-3-19
Received By & Relinquished By: <i>[Signature]</i>	Date: 12/3/19 12:30
Received By:	Date:
Analytical Comments:	
TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY: 27	

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.



# 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  
**Date Sampled:** 12-3-19  
**Project Location:** 600 North Franklin Street, Syracuse, NY

**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

**Contact:** Mark Lane  
**Email Address for Data:** mlane@whlane.com  
**Turn Around Time:** 1  2  3  5  Other   
**Paradigm Project Number:** 2246-195

**113 Court Street**  
**Binghamton, NY 13901**

Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
78		18374	2nd floor Printing area	grey	2x4 ceiling tile	500sf
79		18377		white	floor tile	20sf
80		18378		white	floor tile	20sf
81		18380		white	floor tile	20sf
82		18381	2nd floor above drop ceiling	tan/black	Insulation Backing	500sf
83		18382	1st floor pipes	white	floor tile	20sf
84	X	18383	3rd story storage area	tan/grey	TST	10LN
85	X	18384		white	floor tile	20sf
86	X	18384		white	floor tile	20sf
87		18385	3rd story storage area	Black	Mastic/coat	20sf

**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 12:30  
**Received By:** [Signature] **Date:**

**OFFICE USE ONLY**  
**Lab Job #:** 2246-195  
**Page:** 2 of 3  
**Date Logged In:** 12/3/19  
**Logged In By:** [Signature]

**Analytical Comments:**  
**TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY:** 27

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

# CHAIN OF CUSTODY FOR BULK ASBESTOS ANALYSIS



6950 East Genesee Street  
Fayetteville, New York 13066  
315.455.2714 (phone)  
315.455.3022 (fax)

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:** 600 N. Franking

**Phone Number:** \_\_\_\_\_

**Results To:** kjoyce@paradigmenvllc.com  
kdavis@paradigmenvllc.com

**Date Sampled:** 12-3-19

**Project Location:** 600 N. Franking

**Turn Around Time:** 1  2  3  5  Other

**Paradigm Project Number:** 246-195

**Contact:** \_\_\_\_\_

**Email Address for Data:** \_\_\_\_\_

**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	faf	1500 SF
7	94	18392		L	L	1500 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:** \_\_\_\_\_ **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).  
 ✓ 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.

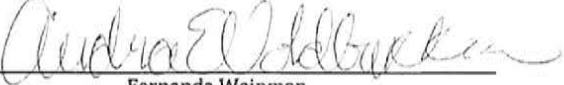
PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.") or EPA 600/M4-B2-020 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: 12/10/2019

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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**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**  
 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 (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

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

*Audra Elphinstone*  
Fernanda Weinman

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**ELAP ID No.: 10958**





**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.  
 \*\* 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**  
TESTING  
 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

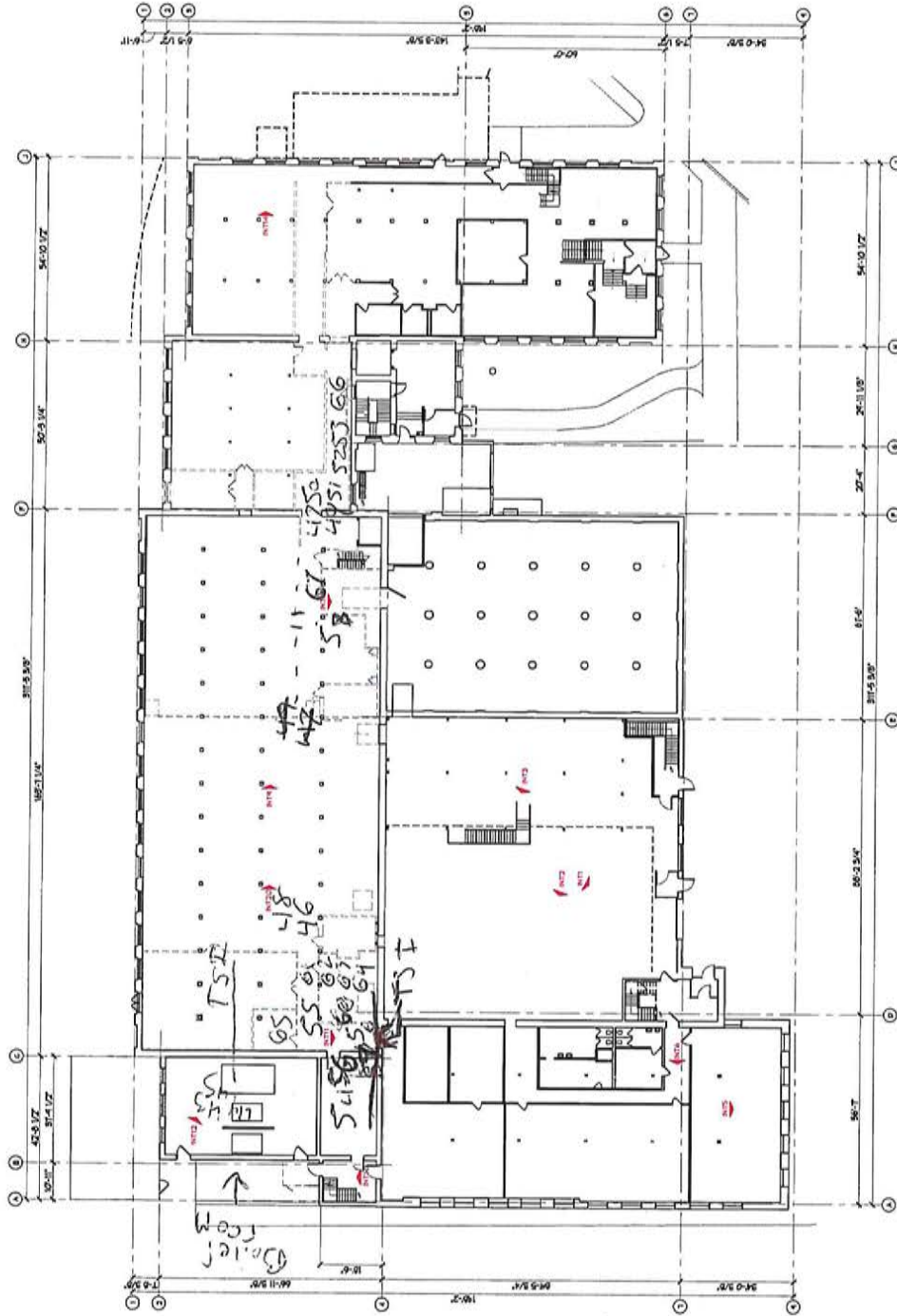
**ELAP ID No.: 10958**

**Laboratory Results Approved By:**  
**Asbestos Technical Director or Designee**  
 \_\_\_\_\_  
 Fernanda Weinman

Paradigm Environmental Services, Inc. is not responsible for the data supplied by an independent inspector. National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Quality control data (including 95% confidence limits and/or laboratory and analysts' precision) is available upon request.





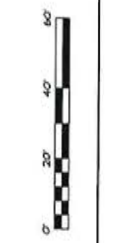


REVISIONS		DATE	10/25/14
REV.	DATE	BY	DRAWN

**MERRELL SOULE BUILDING**  
 600 NORTH FRANKLIN STREET  
 STROUSE, NEW YORK 13204

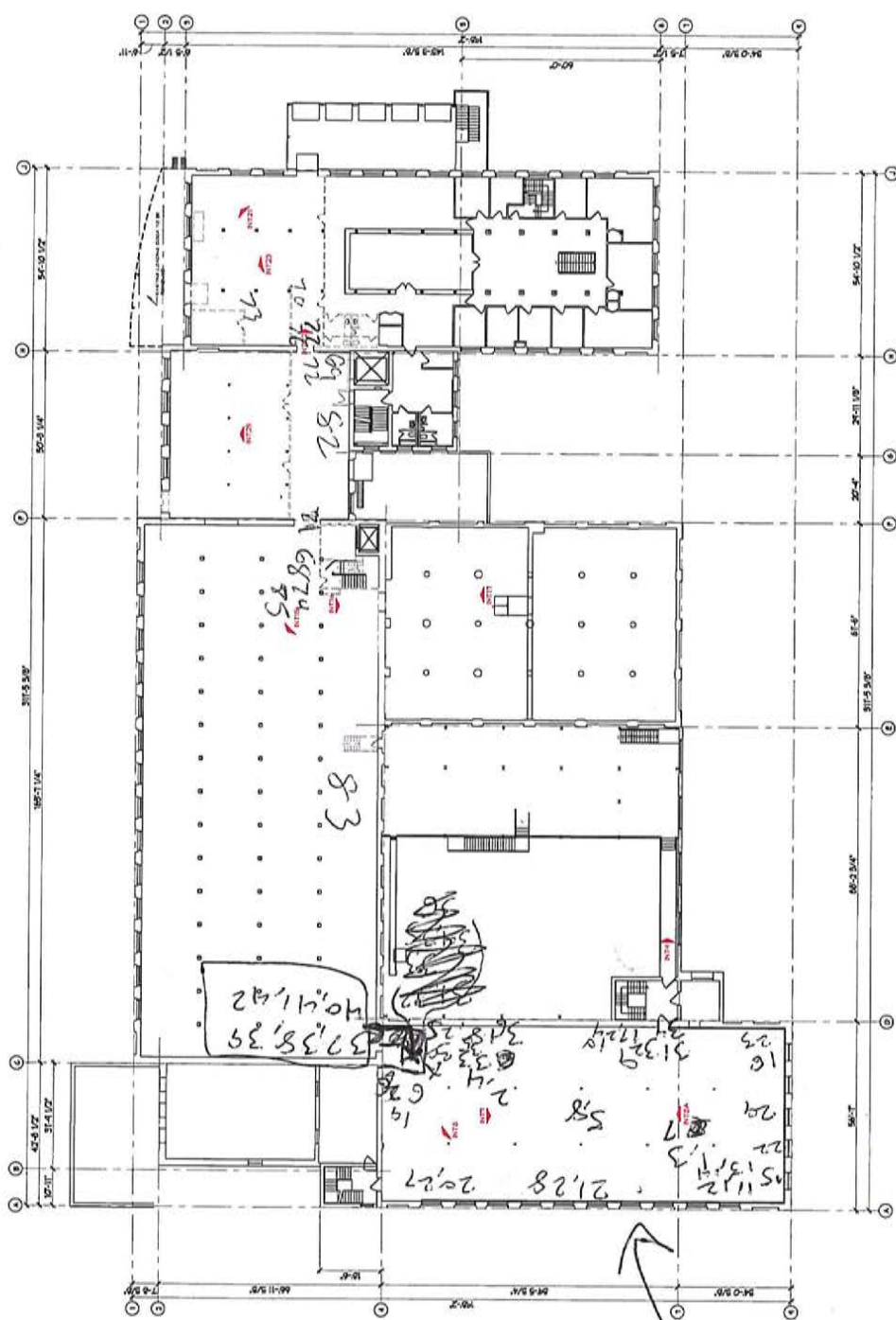
REGULATION OF THE  
 NEW YORK STATE  
 DESIGN PROFESSIONS  
 BOARD  
 LICENSED ARCHITECT  
 LICENSED REGISTERED  
 PROFESSIONAL ENGINEER  
 REGISTERED PROFESSIONAL  
 LANDSCAPE ARCHITECT  
 REGISTERED PROFESSIONAL  
 CIVIL ENGINEER  
 REGISTERED PROFESSIONAL  
 ELECTRICAL ENGINEER  
 REGISTERED PROFESSIONAL  
 MECHANICAL ENGINEER  
 REGISTERED PROFESSIONAL  
 SURVEYOR  
 REGISTERED PROFESSIONAL  
 SOCIAL WORKER  
 REGISTERED PROFESSIONAL  
 THERAPEUTIC RECREATION  
 THERAPIST  
 REGISTERED PROFESSIONAL  
 VETERINARY MEDICINE  
 REGISTERED PROFESSIONAL  
 YOUTH COUNSELOR

**macnighth architects**  
 312 North Franklin Street  
 Syracuse, New York 13204  
 P. 315.424.0016  
 macnighth.com



10 EXISTING FIRST FLOOR PLAN  
 SCALE 1/8"=1'-0"

A-001



2nd Storefront  
 area  
 Franklin Street

REVISIONS		DATE	10/21/14
NO.	DATE	BY	AREA

**MERRELL SOULE BUILDING**  
 600 NORTH FRANKLIN STREET  
 SYRACUSE, NEW YORK 13204

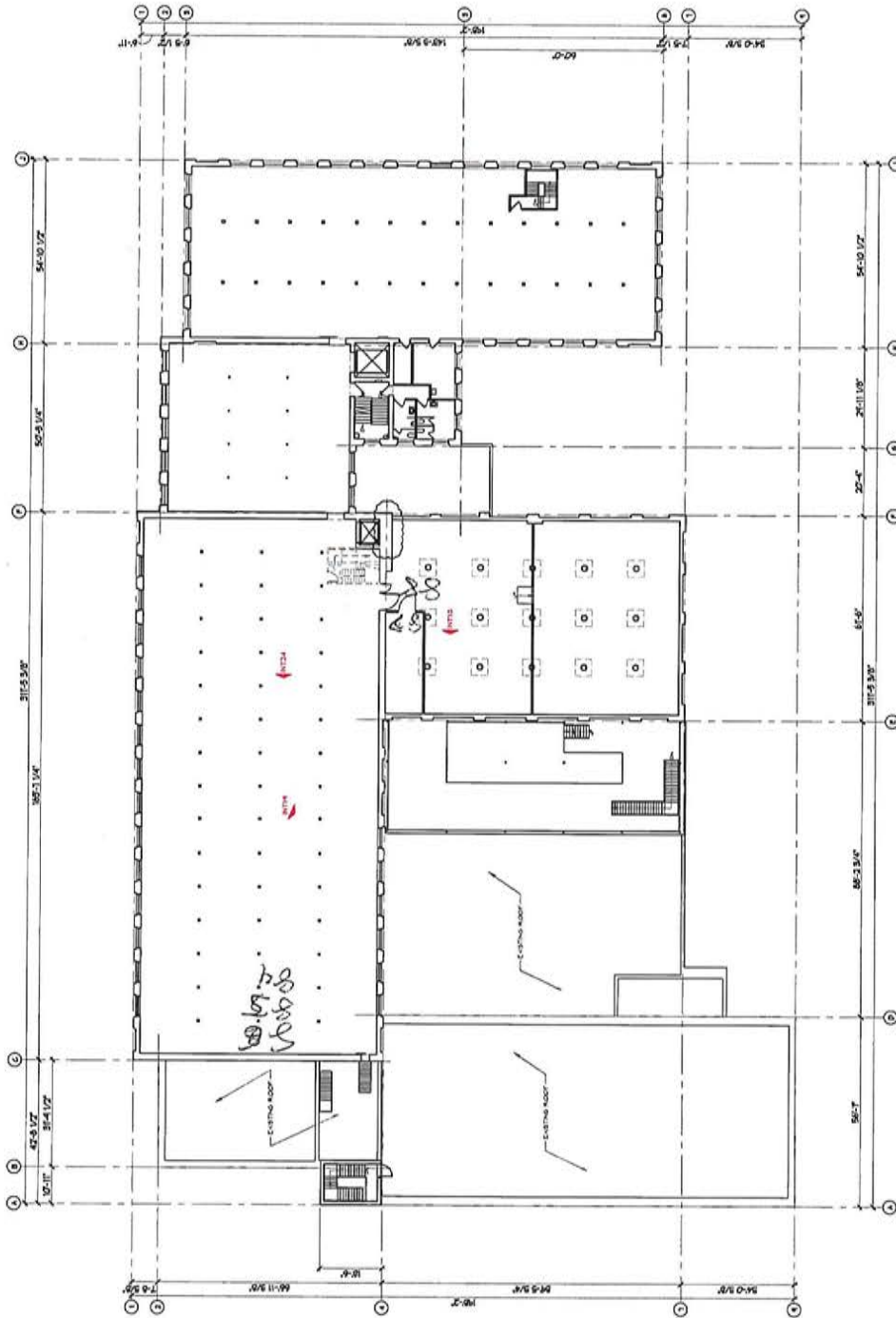
IT IS A WARRANTY OF THE  
 CONSULTANT FOR THE  
 DESIGN AND CONSTRUCTION OF THE  
 WORK SHOWN ON THESE PLANS  
 UNDER THE SUPERVISION OF A  
 LICENSED PROFESSIONAL ARCHITECT  
 REGISTERED IN THE STATE OF  
 NEW YORK. THE ARCHITECT'S  
 FIRM IS NOT RESPONSIBLE FOR  
 ANY OTHER WORK.

**macknight architects**  
 212 North Franklin St  
 Syracuse, NY 13202  
 315.487.1111  
 macknightarchitects.com



10 EXISTING SECOND FLOOR PLAN  
 Scale: 1/8" = 1'-0"

A-002



REVISIONS		DATE	BY	NO.
		10/28/14	JEA	

**MERRELL SOULE BUILDING**  
 600 NORTH FRANKLIN STREET  
 SYRACUSE, NEW YORK 13204

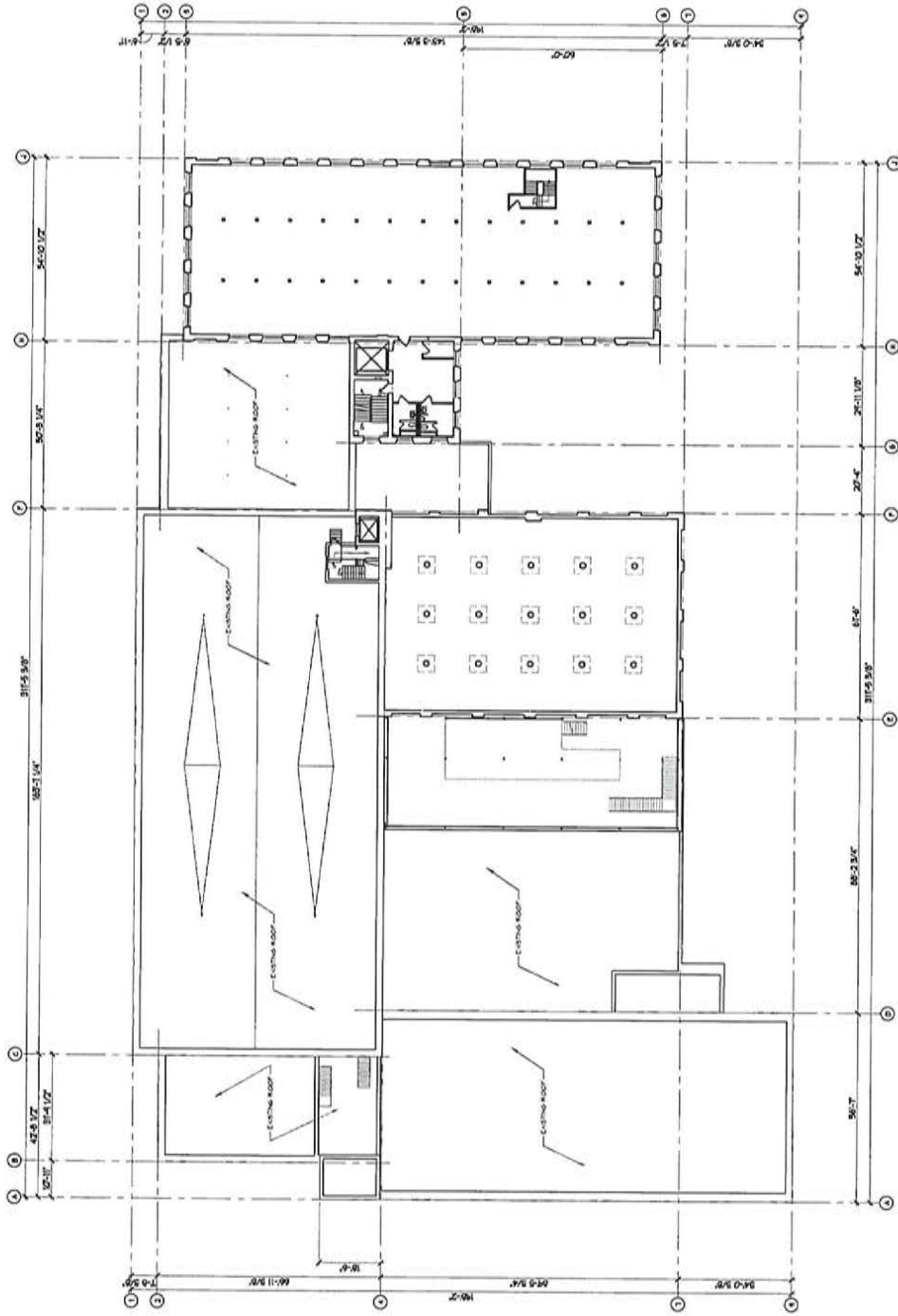
SEE YOUR STATE  
 PROFESSIONAL SEAL AND  
 EXPIRES 12/31/15  
 UNDER THE PROVISIONS OF A  
 PROFESSIONAL ARCHITECTURE  
 ARCHITECT, TO WALTER  
 P. 3115. 024.00118  
 10/27/14

**macknight  
 architects**  
 212 North Franklin St  
 Syracuse, NY 13204  
 P. 315. 424.0018  
 mack@macknight.com



10 EXISTING THIRD FLOOR PLAN  
 SCALE 1/8"=1'-0"

A-003



REVISIONS		DATE	10/21/14
NO.	DATE	BY	DRWN

**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: 315.424.0018  
 macknightarch.com



10 EXISTING FOURTH FLOOR PLAN  
 SCALE 1/8"=1'-0"

A-004

10 EXISTING FIFTH FLOOR PLAN



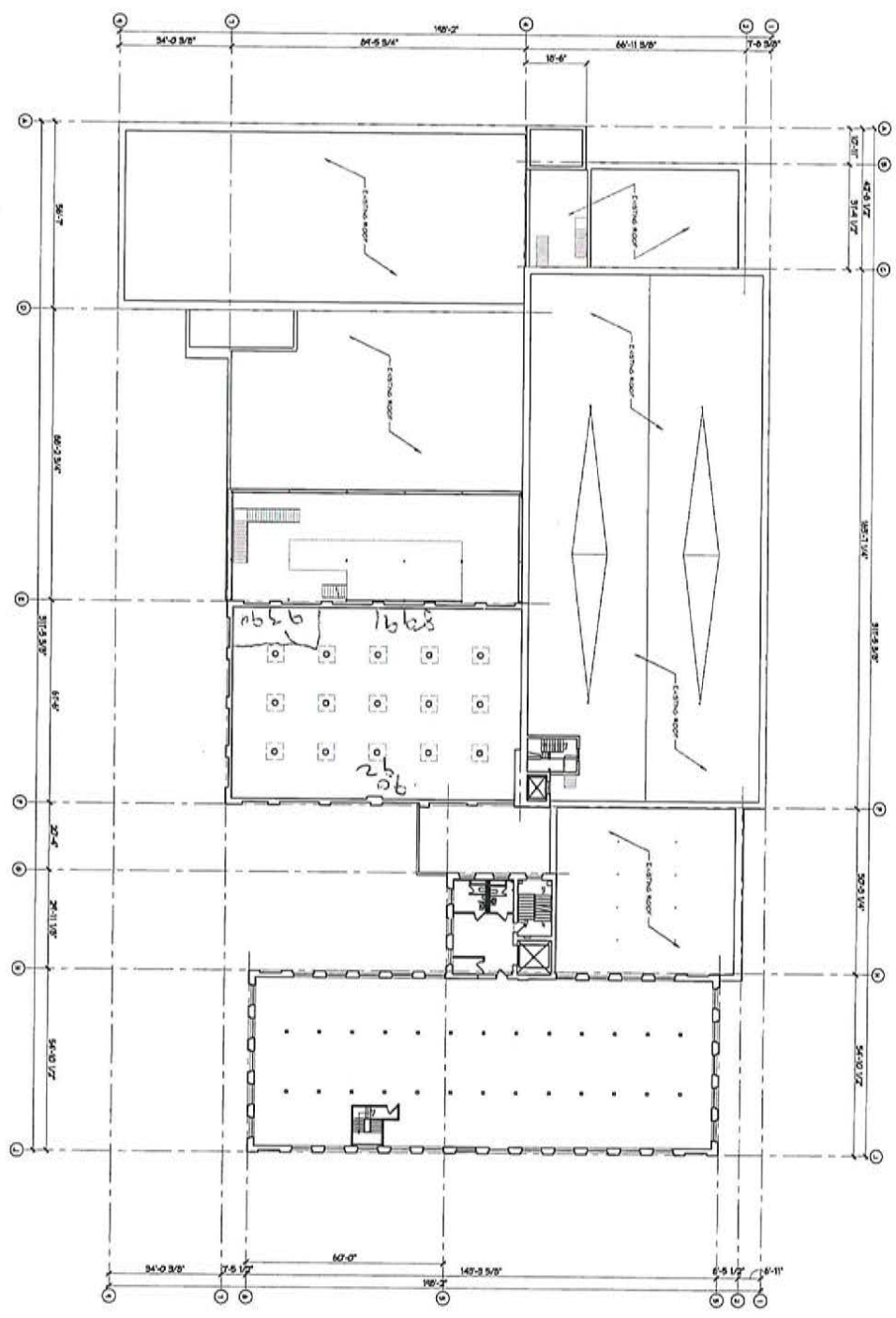
**macknight architects**  
 212 NORTH BRUNNEN STREET  
 SYRACUSE, NY 13202  
 PH: 315.486.0011  
 FAX: 315.486.0012

R.E. VANANNOVER THE ARCHITECT  
 REGISTERED PROFESSIONAL ARCHITECT  
 LICENSE NO. 10000  
 LICENSE EXPIRES 12/31/2011  
 10/10/11

**MERRELL SOULE BUILDING**  
 800 NORTH BRUNNEN STREET  
 SYRACUSE, NEW YORK 13204

NO.	DATE	BY	DRAWN	DATE

DESTING 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

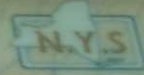
Department  
of Health

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**

## CLOSING RECEIPT

### CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY LEASE/SUBLEASE TRANSACTION DUPLI ASSOCIATES LLC - DUPLI BUILDING 1 PROJECT

**CLOSING RECEIPT** executed December 17, 2020 by the City of Syracuse Industrial Development Agency (the "**Agency**"), Dupli Associates LLC, ("**Dupli**") and 600 Franklin Owner LLC ("**600 Franklin**" 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 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<sup>[1]</sup> (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.

### 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 600 Franklin 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/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)

(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

**600 FRANKLIN OWNER 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

**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**  
City Hall Commons, 6<sup>th</sup> Floor  
201 East Washington Street  
Syracuse, NY 13202  
Tel (315) 473-3275 Fax (315) 435-3669

---

December 1, 2020

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

Re: City of Syracuse Industrial Development Agency  
600 Franklin Owner LLC – Dupli Building 1 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 600 Franklin Owner LLC ("**600 Franklin**") the true and lawful agent of the Agency 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<sup>[1]</sup> (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

---

<sup>[1]</sup> 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)

lease agreement and the acquisition of an interest in the Equipment pursuant to one or more bill(s) of sale from 600 Franklin and Dupli Associates LLC ("**Dupli**" and together with 600 Franklin, collectively, the "**Company**") to the Agency and the sublease of the Project Facility back to the Company pursuant to an amended sublease agreement.

The amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved by the Agency for the benefit of the Project shall not exceed \$466,914.

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 600 Franklin in accordance and compliance with the terms of the Dupli Building 1 Agency Lease Agreement dated as of December 1, 2020 by and between the Agency, 600 Franklin and Dupli (the "**Dupli Building 1 Agency Lease**"). 600 Franklin 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 1 Agency Lease relative to such appointments.

600 Franklin 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.

600 Franklin 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 1 Project Agreement between the Agency, 600 Franklin and Dupli dated as of December 1, 2020, the Agency shall, and in some circumstances may, recover, recapture, receive or otherwise obtain from 600 Franklin 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 600 Franklin 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 1 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 600 Franklin shall be the sole party liable thereunder. By acceptance of this letter, the vendor hereby acknowledges the limitations on liability described herein.

[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) 31022005
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 600 Franklin Owner LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or Social Security number 85-3646470
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)

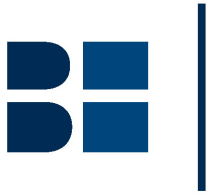
### Project information

Name of project Dupli Associates LLC - Dupli Building 1 Project			
Street address of project site 600 Franklin Street N.			
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: 5,836,425.00		Estimated value of New York State and local sales and use tax exemption provided: 466,914.00	

**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 12/29/20	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

January 5, 2021

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
7018 0360 0000 2146 7155

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

Dear Ladies and Gentlemen:

Enclosed for filing on behalf of the City of Syracuse Industrial Development Agency, please find an **amended** form ST-60 in connection with the appointment by the IDA of 600 Franklin Owner LLC as its agent for sales tax purposes in connection with the IDA project identified therein.

Please do not hesitate to contact me with any questions. Thank you.

Very truly yours,

/s/ Susan R. Katzoff

SRK:llm  
Enclosure

4937463\_1

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**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, 7<sup>th</sup> 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, 7<sup>th</sup> 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.

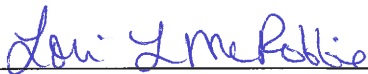
IN WITNESS WHEREOF, the Agency and Company have caused this Agreement to be executed in their respective names on the date first above written.

**CITY OF SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
William M. Ryan, Chairman

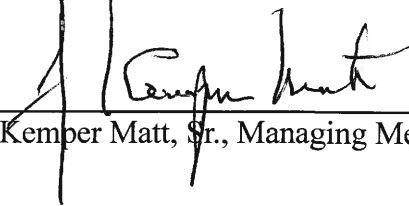
STATE OF NEW YORK            )  
COUNTY OF ONONDAGA       ) ss:

On the 18<sup>th</sup> 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

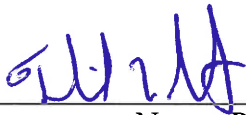
LORI L. McROBBIE  
Notary Public, State of New York  
Qualified in Onondaga Co. No. 01MC5055591  
Commission Expires on Feb. 12, 2018

**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

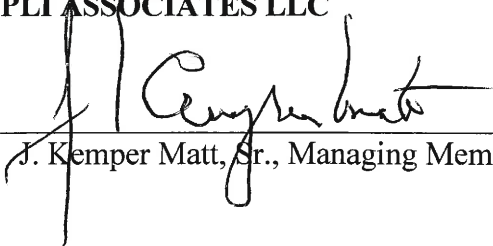
Frederick W. Marty  
Notary Public in the State of New York  
Qualified in Onondaga County No. 02MA6123656  
My Commission Expires March 14, 2021

**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 20<sup>th</sup> 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**

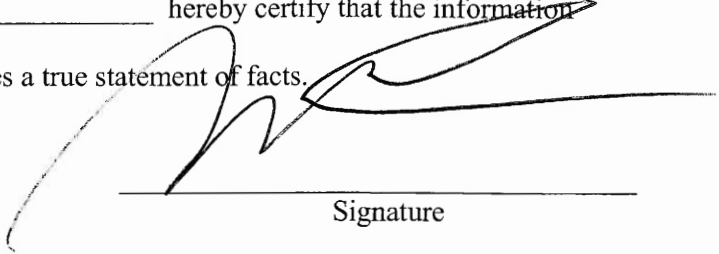
I, William M. Ryan, Chairman \_\_\_\_\_ of \_\_\_\_\_

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:*

<b>Tax Parcel</b>	<b>Description</b>	<b>2017 Assessed Value (\$)</b>
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<sup>LLP</sup>

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

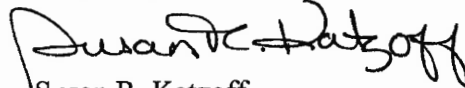
Dear Mr. Clifford:

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



First-Class Mail  
Postage & Fees Paid  
USPS  
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) C. Date of Delivery  
*Kathryn Gentile* 8-8-17

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

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://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 \$ \_\_\_\_\_

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<sup>LLP</sup>

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, 14<sup>th</sup> 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)

USPS TRACKING®



9590 9402 2491 6306 6669 71



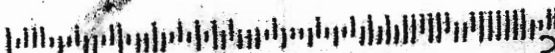
First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

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: Lori McRobbie

2-251599



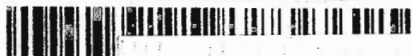
3086587

**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 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  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 Delivery  Insured Mail  Insured Mail Restricted Delivery (over \$500)

2. Article Number (Transfer from service label)

7016 1970 0000 3833 4136

Collect on Delivery Restricted Delivery  Signature Confirmation™  
 Insured Mail  Signature Confirmation Restricted Delivery  
 Insured Mail Restricted Delivery (over \$500)

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only**

For delivery information, visit our website at [www.usps.com](http://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 \$

Postmark  
Here

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

7016 1970 0000 3833 4136

USPS TRACKING#



9590 02 2491 6306 6669 64



First-Class Mail  
Postage & Fees Paid  
USPS  
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  
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, 14<sup>th</sup> 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  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

7016 1970 0000 3833 4129

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®

*County Exec*

Postmark  
Here

**FIRST AMENDMENT TO  
PILOT AGREEMENT**

**THIS FIRST AMENDMENT TO THE PILOT AGREEMENT**, (the "**First Amendment**") made as of the 1<sup>st</sup> 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, 6<sup>th</sup> 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 City<sup>1</sup> (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

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<sup>1</sup> 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)

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, 6<sup>th</sup> 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.

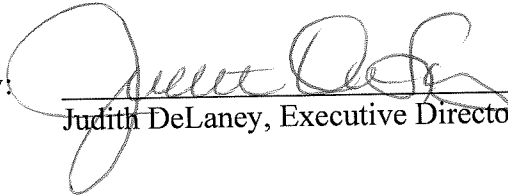
## **10.0 GOVERNING LAW.**

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**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

**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

**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, 6<sup>th</sup> 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<sup>[1]</sup> (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

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<sup>[1]</sup> 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](http://www.syr.gov/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, 6<sup>th</sup> 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**

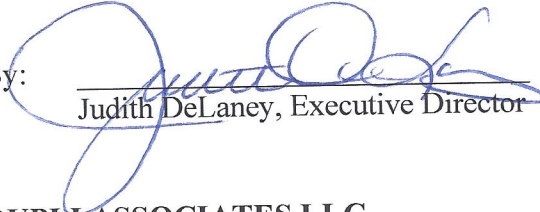
This Agreement may not be assigned by the Company without the prior written consent of the Agency.

[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
<b>Total</b>	<b>\$1,549,507.95</b>	

**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, 6<sup>th</sup> 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 City<sup>1</sup> (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

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<sup>1</sup> 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](http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%20001-06-2016.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, 6<sup>th</sup> 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
<b>Total</b>	<b>\$851,963.50</b>	

**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**

**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, 6<sup>th</sup> 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<sup>[1]</sup> (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

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<sup>[1]</sup> 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](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, 6<sup>th</sup> 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.

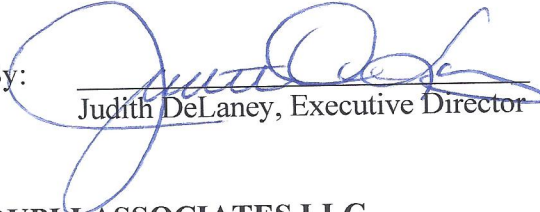
**Section 5.09. Assignment**

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
<b>Total</b>	<b>\$1,549,507.95</b>	

**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.



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 600 Franklin Owner 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.-06-08.0/2020  
b. Street address 600 Franklin Street N.  
c. City, Town or Village Syracuse

d. School District Syracuse  
e. County Onondaga  
f. Current assessment \$1,340,000  
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 a climbing gym and exercise/training facility; commercial office space; commercial storage; 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  
b. Type of construction steel/wood  
c. Square footage 145.67 x 292.22  
d. Total cost \$8,992,896  
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 600 Franklin Owner 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. 2020-0005180, respectively. Also, Memorandum of Dupli Building 1 Company Lease Agreement and Memorandum of Dupli Building 1 Agency Lease Agreement were each recorded in the office of the Clerk of Onondaga County on December 22, 2020 as Instrument No. 2020-0005182 and Instrument No. 2020-0005183, 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 1 Company Lease Agreement and Dupli Building 1 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 :  
WLADIS LAW FIRM PC  
POB 245  
SYRACUSE, NY 13214

Method Returned : MAIL

**First PARTY 1**

600 FRANKLIN OWNER LLC

**First PARTY 2**

TOMPKINS TRUST COMPANY

Index Type : Land Records

Instr Number : 2020-00050187

Book : Page :

Type of Instrument : Mortgage

Type of Transaction : Mtg Type A

Recording Fee: \$190.50

Recording Pages : 29

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

**Mortgage Taxes**

Property Located : Syracuse

Serial Number : DL12889

Mortgage Amount : \$14,500,000.00

Basic Tax : \$0.00

Local Tax : \$0.00

Additional Tax : \$36,250.00

Transportation Auth Tax : \$0.00

SONYMA : \$0.00

County Tax : \$0.00

**Total :** \$36,250.00

**Total Fees :** \$36,440.50

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) : 2:11:28 PM



Doc ID - 041493730029

*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

Entered By: RSWEENIE Printed On : 12/22/2020 At : 2:29:37PM

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**CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, AS AGENCY**

**AND**

**600 FRANKLIN OWNER LLC, AS MORTGAGOR**

**TO**

**TOMPKINS TRUST COMPANY  
AS MORTGAGEE**

---

**BUILDING AND PROJECT MORTGAGE, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

---

**\$14,500,000.00**

**DATED AS OF: DECEMBER 16, 2020**

---

**600 North Franklin Street  
Syracuse, New York  
SBL # 118-06-08.0**

---

**PREPARED BY AND UPON RECORDATION RETURN TO:**

**The Wladis Law Firm, P.C.  
P.O. Box 245  
Syracuse, New York 13214  
Attention: Scott R. Hatz, Esq.**

**BUILDING AND PROJECT MORTGAGE  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND  
FIXTURE FILING**

THIS BUILDING AND PROJECT MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made as of December 16, 2020, by and among 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, 6<sup>th</sup> Floor, Syracuse, New York 13202 ("Agency") and 600 FRANKLIN OWNER LLC, a New York limited liability company with a place of business at 113 Court Street, Binghamton, New York 13901 ("Mortgagor") in favor of TOMPKINS TRUST COMPANY, its successors and assigns ("Mortgagee") whose principal office and place of business is 118 E. Seneca Street, Ithaca, New York 14850.

1. Grant and Secured Obligations.

1.1 Grant. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2 below, Mortgagor and the Agency hereby irrevocably and unconditionally grant, bargain, sell, convey, mortgage and, solely as to Mortgagor, warrants to Mortgagee, with power of sale and with right of entry and possession, all estate, right, title and interest which Mortgagor and/or the Agency now has or may later acquire in and to the following property, and excepting therefrom all of the Agency's Unassigned Rights, as that term is defined in the Dupli Building 1 Agency Lease Agreement dated as of December 1, 2020 between the Agency and the Mortgagor (the "Agency Lease") (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Property"):

(a) The real property located in the City of Syracuse, County of Onondaga, State of New York, as described in Exhibit A, together with all existing and future easements and rights affording access to it (the "Premises"); together with

(b) All buildings, structures and improvements now located or later to be constructed on the Premises (the "Improvements"); together with

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions, excluding therefrom that certain Dupli Building 1 Company Lease Agreement dated as of December 1, 2020 between Mortgagor and the Agency and the Agency Lease ("Leases") relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such Leases; together with

(e) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit A or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Mortgage and any manufacturer's warranties with respect thereto; together with

(g) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with

(h) All of Mortgagor's interest in and to all operating accounts in connection with the mortgaged premises, the Loan (defined below) funds, whether disbursed or not, and any other bank accounts of Mortgagor; together with

(i) All of Mortgagor's rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Mortgagor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Mortgagee), which arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally and any builder's or manufacturer's warranties with respect thereto; together with

(j) All insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(k) All of Mortgagor's rights in and to all Interest Rate Agreements (defined below); together with

(l) All books and records of Mortgagor pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records"); together with

(m) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

## 1.2 Secured Obligations.

(a) Mortgagor and the Agency make the grant, conveyance, and mortgage set forth in Section 1.1 above, and grant the security interest set forth in Section 3 below for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose:

(i) Payment of all obligations at any time owing under that certain Construction to Permanent Mortgage Note (the "Note") bearing even date herewith, payable by Mortgagor evidencing a construction loan in the stated principal amount of up to **FOURTEEN MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$14,500,000.00)**;

(ii) Payment and performance of all obligations of Mortgagor under this Mortgage; and

(iii) Payment and performance of any obligations of Mortgagor under any Loan Documents which are executed by Mortgagor. "Loan Documents" means the collective reference to this Mortgage and all other instruments, agreements and documents entered into from time to time, evidencing or securing the Loan or any obligation of payment thereof or performance of Mortgagor's or any guarantor's obligations in connection with the transaction contemplated hereunder, each as amended; and

(iv) Payment and performance of all obligations of Mortgagor arising from any Interest Rate Agreements. "Interest Rate Agreements" shall mean all agreements for any derivative or hedging product including, without limitation, interest rate or equity swaps, futures, options, caps, floors, collars or forwards now or hereafter entered into by Mortgagor with Mortgagee or any of its affiliates with respect to the Note; and

(v) Payment and performance of all future advances and other obligations that Mortgagor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when a writing evidences the parties' agreement that the advance or obligation be secured by this Mortgage; and

(vi) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

(b) All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. Such terms include any provisions in the Note which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

## 2. Assignment of Rents.

2.1 Assignment. Mortgagor hereby irrevocably, absolutely, presently and unconditionally assigns to Mortgagee all rents, royalties, issues, profits, revenue, income, accounts, proceeds and other benefits of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (some or all collectively, as the context may require, "Rents"). This is an absolute assignment, not an assignment for security only.



**2.2 Grant of License.** Mortgagee hereby confers upon Mortgagor a license (“License”) to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 6.1 below, shall exist and be continuing. If an Event of Default has occurred and is continuing, Mortgagee shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Mortgagor, and without regard to the adequacy of Mortgagee’s security under this Mortgage.

**2.3 Collection and Application of Rents.** Subject to the License granted to Mortgagor under Section 2.2 above, Mortgagee has the right, power and authority to collect any and all Rents. Mortgagor hereby appoints Mortgagee its attorney-in-fact to perform any and all of the following acts, if and at the times when Mortgagor in its sole discretion may so choose:

- (a) Demand, receive and enforce payment of any and all Rents; or
- (b) Give receipts, releases and satisfactions for any and all Rents; or
- (c) Sue either in the name of Mortgagor or in the name of Mortgagee for any and all Rents.

Mortgagee and Mortgagor agree that the mere recordation of the assignment granted herein entitles Mortgagee immediately to collect and receive rents upon the occurrence of an Event of Default, as defined in Section 6.1, without first taking any acts of enforcement under applicable law, such as, but not limited to, providing notice to Mortgagor, filing foreclosure proceedings, or seeking and/or obtaining the appointment of a receiver. Further, Mortgagee’s right to the Rents does not depend on whether or not Mortgagee takes possession of the Property as permitted under Subsection 6.2(f). In Mortgagee’s sole discretion, Mortgagee may choose to collect Rents either with or without taking possession of the Property. Mortgagee shall apply all Rents collected by it in the manner provided under Section 6.5. If an Event of Default occurs while Mortgagee is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Mortgage, Mortgagee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Mortgage and at law or in equity.

**2.4 Mortgagee Not Responsible.** Under no circumstances shall Mortgagee have any duty to produce Rents from the Property. Regardless of whether or not Mortgagee, in person or by agent, takes actual possession of the Premises and Improvements, unless Mortgagee agrees in writing to the contrary, Mortgagee is not and shall not be deemed to be:

- (a) A “mortgagee in possession” for any purpose; or
- (b) Responsible for performing any of the obligations of the lessor under any lease; or
- (c) Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or
- (d) Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

**2.5 Leasing.** Mortgagor shall comply with and observe Mortgagor’s obligations as landlord or as tenant, as the case may be, under any Leases of the Property or any part thereof. Mortgagor shall furnish Mortgagee with executed copies of the Leases now existing or hereafter made of all or any part of the Property, and all future Leases and all amendments or modifications thereto shall be subject to Mortgagee’s prior written approval. Unless otherwise directed by Mortgagee, all Leases of the Property made after the

date hereof shall specifically provide that such Leases are subordinate to this Mortgage; that the tenant attorns to Mortgagee, such attornment to be effective upon Mortgagee's acquisition of title to the Property; that the tenant agrees to execute such further evidences of attornment as Mortgagee may from time to time request; and that the attornment of the tenant shall not be terminated by foreclosure. Mortgagor shall not, without Mortgagee's written consent, execute, modify, surrender or terminate, either orally or in writing, any lease hereafter made of all or any part of the Property, permit an assignment or sublease of such a lease, or request or consent to the subordination of any lease of all or any part of the Property to any lien subordinate to this Mortgage, provided that such Leases are on commercially reasonable terms. If Mortgagor becomes aware that any tenant proposes to do, or is doing, any act or thing that may give rise to any right to set-off against rent, Mortgagor shall (a) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (b) notify Mortgagee thereof and of the amount of said set-offs, and (c) within twenty (20) days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

### 3. Grant of Security Interest.

3.1 Security Agreement. The parties intend for this Mortgage to create a lien on the Property, and an absolute assignment of the Rents, all in favor of Mortgagee. The parties acknowledge that some of the Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Property or Rents may be or be determined to be personal property, Mortgagor and the Agency as debtor hereby grants Mortgagee as secured party a security interest in all such Property and Rents, to secure payment and performance of the Secured Obligations. This Mortgage constitutes a security agreement under the Uniform Commercial Code of the state in which the Property is located, covering all such Property and Rents.

3.2 Financing Statements. Mortgagor and the Agency hereby authorizes Mortgagee to file one or more financing statements. In addition, Mortgagor and the Agency (in accordance with NYS General Municipal Law) shall execute such other documents as Mortgagee may from time to time require to perfect or continue the perfection of Mortgagee's security interest in any Property or Rents. As provided in Section 5.13 below, Mortgagor shall pay all fees and costs that Mortgagee may incur in filing such documents in public offices and in obtaining such record searches as Mortgagee may reasonably require. In case Mortgagor fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute any such documents on its behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Mortgage or the rights or obligations of the parties under it.

### 4. Fixture Filing.

This Mortgage constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code in the state in which the Property is located, as amended or recodified from time to time, covering any Property which now is or later may become fixtures attached to the Premises or Improvements. For this purpose, the respective addresses of Mortgagor, as debtor, Agency, and Mortgagee, as secured party, are as set forth in the preambles of this Mortgage.

### 5. Rights and Duties of the Parties.

5.1 Representations and Warranties. Mortgagor represents and warrants that:

(a) Mortgagor lawfully possesses and holds fee simple title to all of the Premises and Improvements, subject only to leasehold interest of the Agency;

- (b) Mortgagor has or will have good title to all Property;
- (c) Mortgagor has the full and unlimited power, right and authority to encumber the Property and assign the Rents;
- (d) This Mortgage creates a first and prior lien on the Property;
- (e) The Property includes all property and rights which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements;
- (f) Mortgagor owns any Property which is personal property free and clear of any security agreements, reservations of title or conditional sales contracts, and there is no financing statement affecting such personal property on file in any public office; and
- (g) Mortgagor's place of business, or its chief executive office if it has more than one place of business, is located at the address specified below.

**5.2 Taxes and Assessments.** Mortgagor shall pay all real estate taxes or payments in lieu of thereof, and assessments and charges of every kind upon the Property before the same become delinquent, provided, however, that Mortgagor shall have the right to pay such tax under protest or to otherwise contest any such tax or assessment, but only if (a) such contest has the effect of preventing the collection of such taxes so contested and also of preventing the sale or forfeiture of the Property or any part thereof or any interest therein, (b) Mortgagor has notified Mortgagee of Mortgagor's intent to contest such taxes, and (c) Mortgagor has deposited security in form and amount satisfactory to Mortgagee, in its sole discretion, and has increased the amount of such security so deposited promptly after Mortgagee's request therefor. If Mortgagor fails to commence such contest or, having commenced to contest the same, and having deposited such security required by Mortgagee for its full amount, shall thereafter fail to prosecute such contest in good faith or with due diligence, or, upon adverse conclusion of any such contest, shall fail to pay such tax, assessment or charge, Mortgagee may, at its election (but shall not be required to), pay and discharge any such tax, assessment or charge, and any interest or penalty thereon, and any amounts so expended by Mortgagee shall be deemed to constitute disbursements of the Loan proceeds hereunder (even if the total amount of disbursements would exceed the face amount of the Note). Mortgagor shall furnish to Mortgagee evidence that taxes are paid at least five (5) days prior to the last date for payment of such taxes and before imposition of any penalty of accrual of interest.

**5.3 Performance of Secured Obligations.** Mortgagor shall promptly pay and perform each Secured Obligation in accordance with its terms.

**5.4 Funds for Taxes, Insurance and Other Charges.** Upon the occurrence of an Event of Default (as defined herein), Mortgagee shall have the right to require Mortgagor to pay to Mortgagee on the first day of each month, until the Secured Obligations have been paid in full, a sum (herein "Funds") equal to one-twelfth of (a) the yearly water and sewer rates and taxes and assessments that may be levied on the Property and (b) the yearly premium installments for fire and other hazard insurance, rent loss insurance (if applicable) and such other insurance covering the Property as Mortgagee may require, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Mortgagee of a requirement that Mortgagor pay such Funds may be revoked by Mortgagee, in Mortgagee's sole discretion, at any time upon notice in writing to Mortgagor. Mortgagee may require Mortgagor to pay to Mortgagee, in advance, such other Funds for other taxes, charges, premiums, assessments and impositions in connection with Mortgagor or the Property that Mortgagee shall reasonably deem necessary to protect Mortgagee's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Mortgagee, at Mortgagee's option, may require Funds for

Other Impositions to be paid by Mortgagor in a lump sum (not exceeding Other Impositions due for a one-year period) or in periodic installments.

The Funds shall be held by Mortgagee and shall be applied to pay such rates, rents, taxes, assessments, insurance premiums and Other Impositions so long as no Event of Default has occurred. Mortgagee shall make no charge for so holding and applying the Funds, analyzing such account or for verifying and compiling said assessments and bills, unless Mortgagee pays Mortgagor interest, earnings or profits on the Funds and applicable law permits Mortgagee to make such a charge. Unless applicable law requires interest, earnings or profits on the Funds to be paid, Mortgagee shall not be required to pay Mortgagor any interest, earnings or profits on the Funds. Mortgagee shall give to Mortgagor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to such Funds was made. The Funds are pledged as additional security for the Secured Obligations and shall be subject to the right of set off.

If the amount of the Funds held by Mortgagee at the time of the annual accounting thereof shall exceed the amount deemed necessary by Mortgagee to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as such payments become due, Mortgagee (in its sole discretion) may either (i) return the amount of the excess to Mortgagor or (ii) apply a part or all of such excess at such time or times as it may elect to the Secured Obligations. If, at any time, the amount of the Funds held by Mortgagee shall be less than the amount deemed necessary by Mortgagee to pay water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as such payments become due, Mortgagor shall, on demand, pay such deficiency. Upon the occurrence of an Event of Default, Mortgagee may apply, in any amount and in any order as Mortgagee shall determine in Mortgagee's sole discretion, any Funds held by Mortgagee at the time of application (A) to pay rates, rents, taxes, assessments, insurance premiums and Other Impositions that are now or shall hereafter become due; or (B) as a credit against sums secured by this Mortgage. Upon release of this Mortgage and payment in full of the Secured Obligations, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee.

**5.5 Use of Property.** Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Property without Mortgagee's prior written consent. Mortgagor shall not consent to the submission of the Property, or any portion thereof, to any condominium regime.

**5.6 Liens, Charges and Encumbrances.** Mortgagor shall pay all water and sewer rates, rents, taxes, assessments, premiums, charges and impositions, attributable to the Property. Mortgagor shall promptly discharge any lien that has, or may have, priority over or equality with, the lien of this Mortgage, other than Permitted Encumbrances.

If a mechanic's lien is filed against the Property, Mortgagor shall promptly notify Mortgagee and, at Mortgagee's request, shall, at Mortgagor's option, either (i) escrow with Mortgagee or, with the consent of Mortgagee, deposit in a court of competent jurisdiction a sum of money equal to the amount of the lien, or (ii) provide a bond against the lien in such amount and in such manner as to discharge the lien as an encumbrance against the Property. Without Mortgagee's prior written consent, Mortgagor shall not allow any lien, encumbrance, or other interest in the Property to be perfected against the Property, other than Permitted Encumbrances, unless Mortgagor is then diligently contesting same and has, as to the lien, encumbrance or interest being contested, complied with (i) or (ii) of the preceding sentence.

**5.7 Insurance.** Mortgagor shall keep all Improvements now existing or hereafter erected on the Property insured against loss by fire and such other hazards, casualties, and contingencies and in such amounts as Mortgagee may require from time to time with financially sound and reputable insurers, and Mortgagor will pay promptly when due any premiums on such insurance. All policies of insurance shall be delivered to and held by Mortgagee and have loss-payable clauses in favor of and in form acceptable to

Mortgagee. Not less than fifteen (15) days before the expiration of any such policies, Mortgagor will deliver to Mortgagee new or renewal policies in like amounts covering the same risks. The policies shall provide that no cancellation shall occur without thirty (30) days prior written notice to Mortgagee. Should any loss occur to the insured property, Mortgagor will give immediate written notice to Mortgagee and will not adjust nor settle such loss without the written consent of Mortgagee, which may make proof of loss if not made promptly by Mortgagor. The insurance proceeds or any part thereof may be applied by Mortgagee, at Mortgagee's option upon the occurrence of an Event of Default, either to the reduction of the Secured Obligations or to restoration or repair of the property damaged. In the event of foreclosure of this Mortgage, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at foreclosure sale, and Mortgagee is hereby appointed attorney in fact for Mortgagor for the purpose of assigning and transferring such policies and receiving all or any part of the proceeds therefrom.

5.8 Condemnation. Mortgagor shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagor authorizes Mortgagee, at Mortgagee's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee.

With the consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion, Mortgagor may apply such awards, payments, proceeds or damages, after the deduction of Mortgagee's expenses incurred in the collection of such amounts, to restoration or repair of the Property. Otherwise such sums so received shall be applied to payment of the Secured Obligations. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Mortgagee may reasonably require.

5.9 Preservation and Maintenance of Property. Mortgagor (a) shall not commit waste or permit impairment or deterioration of the Property; (b) shall not abandon the Property; (c) shall, unless Mortgagee withholds insurance proceeds as security for or application to the Secured Obligations, restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair unless the improvements constituting the Property are (i) totally destroyed, (ii) insurance has been maintained thereon as required by this Mortgage, and (iii) Mortgagee applies the proceeds of such insurance to payment of the Secured Obligations; (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances, in good repair and shall replace improvements, fixtures, equipment, machinery and appliances on the Property owned by Mortgagor when necessary to keep such items in good repair; (e) shall comply in all material respects with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, including, without limitation, the Americans with Disabilities Act, as it may be amended from time to time; and (f) shall give notice in writing to Mortgagee, appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Mortgagee, except for any such action or proceeding caused by the gross negligence or intentional misconduct of Mortgagee. Unless required by applicable law or unless Mortgagee has otherwise consented in writing, neither Mortgagor nor any tenant or other Person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture (other than trade fixtures), equipment, machinery or appliance in or on the Property owned by Mortgagor and used or intended to be used in connection with the Property.

**5.10 Releases, Extensions, Modifications and Additional Security.** From time to time, Mortgagee may perform any of the following acts without incurring any liability or giving notice to any person:

- (a) Release any person liable for payment of any Secured Obligation;
  - (b) Extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;
  - (c) Accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security;
  - (d) Alter, substitute or release any property securing the Secured Obligations;
  - (e) Consent to the making of any plat or map of the Property or any part of it;
  - (f) Join in granting any easement or creating any restriction affecting the Property; or
  - (g) Join in any subordination or other agreement affecting this Mortgage or the lien of it;
- or
- (h) Release the Property or any part of it.

**5.11 Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that affects the Property or title thereto or the interest of Mortgagee therein, including, but not limited to, eminent domain, insolvency, enforcement of local laws, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee, at Mortgagee's option, may make such appearances, disburse such sums and take such action as Mortgagee deems necessary, in its sole discretion, to protect Mortgagee's interests, including, but not limited to, (a) disbursement of attorneys' fees; (b) entry upon the Property to remedy any failure of Mortgagor to perform hereunder; and (c) procurement of satisfactory insurance.

Any amounts disbursed by Mortgagee pursuant to this Section 5.11, with interest thereon, shall become part of the Secured Obligations and shall be secured by this Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the Default Rate as defined in the Note. Mortgagor hereby covenants and agrees that Mortgagee shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Secured Obligations. Nothing contained in this Section 5.11 shall require Mortgagee to incur any expense or take any action hereunder.

The procurement of insurance of the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of the right of Mortgagee to accelerate the maturity of any of the Secured Obligations secured by this Mortgage. Mortgagee's receipt of any awards, proceeds or damages under the insurance or condemnation provisions of this Mortgage shall not operate to cure or waive any default in payment of sums secured by this Mortgage.

**5.12 Release.** When all of the Secured Obligations have been paid in full and all fees and other sums owed by Mortgagor under this Mortgage and the other Loan Documents have been received, Mortgagee shall release this Mortgage, the lien created thereby, and all notes and instruments evidencing the Secured Obligations. Mortgagor shall pay any costs of preparation and recordation of such release.

### **5.13 Compensation, Exculpation, Indemnification.**

(a) Mortgagor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this Mortgage, including Mortgagee's providing a statement of the Secured Obligations or providing the release pursuant to Section 5.12 above. Mortgagor shall also pay or reimburse all of Mortgagee's costs and expenses which may be incurred in rendering any such services. Mortgagor further agrees to pay or reimburse Mortgagee for all costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this Mortgage, including any rights or remedies afforded to Mortgagee under Section 6.2, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (as defined in Subsection 6.2(k) below) and any cost of evidence of title. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Mortgagor shall pay all costs, expenses or other advances that may be incurred or made by Mortgagee in each of such Foreclosure Sales. In any suit to foreclose the lien hereof or enforce any other remedy of Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' costs and fees (including the costs and fees of paralegals), survey charges, appraiser's fees, inspecting engineer's and/or architect's fees, fees for environmental studies and assessments and all additional expenses incurred by Mortgagee with respect to environmental matters, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to, the value of or the environmental condition of the Property. All expenditures and expenses of the nature in this Subsection mentioned, and such expenses and fees as may be incurred in the protection of the Property and maintenance of the lien of this Mortgage, including the fees of any attorney (including the costs and fees of paralegals) employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate and shall be secured by this Mortgage.

(b) Mortgagee shall not be directly or indirectly liable to Mortgagor or any other person as a consequence of any of the following:

(i) Mortgagee's exercise of or failure to exercise any rights, remedies or powers granted to Mortgagee in this Mortgage;

(ii) Mortgagee's failure or refusal to perform or discharge any obligation or liability of Mortgagor under any agreement related to the Property or under this Mortgage; or

(iii) Any loss sustained by Mortgagor or any third party resulting from Mortgagee's failure to lease the Property, or from any other act or omission of Mortgagee in managing the Property, after an Event of Default, unless the loss is caused by the willful misconduct and bad faith of Mortgagee.

Mortgagor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Mortgagee.

(c) Mortgagor agrees to indemnify Mortgagee against and hold it harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which it may suffer or incur:

(i) In performing any act required or permitted by this Mortgage or any of the other Loan Documents or by law;

(ii) Because of any failure of Mortgagor to perform any of its obligations; or

(iii) Because of any alleged obligation of or undertaking by Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations in any document relating to the Property other than the Loan Documents.

This agreement by Mortgagor to indemnify Mortgagee shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release of this Mortgage.

(d) Mortgagor shall pay all obligations to pay money arising under this Section 5.13 immediately upon demand by Mortgagee. Each such obligation shall be added to, and considered to be part of, the principal of the Note, and shall bear interest from the date the obligation arises at the Default Rate.

#### 5.14 Hazardous Waste Covenants and Indemnification.

(a) Mortgagor covenants and warrants that Mortgagor's use of the Property shall at all times comply with and conform in all material respects to all laws, statutes, ordinances, rules and regulations of any governmental, quasi-governmental or regulatory authority now or hereafter in effect ("Laws") which relate to the transportation, storage, placement, handling, treatment, discharge, release, generation, production or disposal (collectively "Treatment") of any waste, waste products, petroleum or petroleum based products, radioactive materials, poly-chlorinated biphenyls, asbestos, hazardous materials or substances of any kind, pollutants, contaminants and any substance which is regulated by any law, statute, ordinance, rule or regulation (collectively "Waste"). Mortgagor further covenants that it shall not engage in or permit any Person to engage in any Treatment of any Waste on or that affects the Property except for activities which comply with all Laws in all material respects. "Person" means any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

(b) Except as specifically disclosed to Mortgagee in writing, Mortgagor has no actual knowledge that the Property is the subject of any Notice, as hereinafter defined, from any governmental authority or Person.

(c) Promptly upon receipt of any Notice from any Person, Mortgagor shall deliver to Mortgagee a true, correct and complete copy of any written Notice or a true, correct and complete report of any non-written Notice. Additionally, Mortgagor shall notify Mortgagee immediately after having knowledge or Notice of any Waste in or affecting the Property. "Notice" shall mean any note, notice, information, or report of any of the following:

(i) any suit, proceeding, investigation, order, consent order, injunction, writ, award or action related to or affecting or indicating the Treatment of any Waste in or affecting the Property;



(ii) any spill, contamination, discharge, leakage, release, threatened release, or escape of any Waste in or affecting the Property, whether sudden or gradual, accidental or anticipated, or of any other nature (“Spill”);

(iii) any dispute relating to Mortgagor’s or any other Person’s Treatment of any Waste or any Spill in or affecting the Property;

(iv) any claims by or against any insurer related to or arising out of any Waste or Spill in or affecting the Property;

(v) any recommendations or requirements of any governmental or regulatory authority, insurer or board of underwriters relating to any Treatment of Waste or a Spill in or affecting the Property;

(vi) any legal requirement or deficiency related to the Treatment of Waste or any Spill in or affecting the Property; or

(vii) any tenant, licensee, concessionaire, manager, or other Person occupying or using the Property or any part thereof which has engaged in or engages in the Treatment of any Waste in or affecting the Property in violation of applicable Laws.

(d) In the event that (i) Mortgagor has caused, suffered or permitted, directly or indirectly, any Spill in or affecting the Property during the term of this Mortgage, or (ii) any Spill of any Waste has occurred on the Property during the term of this Mortgage, then Mortgagor shall immediately take all of the following actions:

(A) notify Mortgagee, as provided herein;

(B) take all steps necessary or appropriate to clean up such Spill and any contamination related to the Spill, all in accordance with the requirements, rules or regulations of any local, state or federal governmental or regulatory authority or agency having jurisdiction over the Spill; provided that Mortgagor may contest any such requirement, rule or regulation by appropriate proceedings diligently and in good faith, so long as (1) Mortgagor provides Mortgagee, at Mortgagor’s cost, such sureties, performance bonds and other assurances as Mortgagee may from time to time request in respect of such Spill and contamination and the cleanup thereof, (2) any governmental or other action against Mortgagor and the Property is effectively stayed during Mortgagor’s efforts so to contest, and (3) in Mortgagee’s determination, a delay in such clean-up will not result in or increase any loss or liability to Mortgagee;

(C) restore the Property, provided that such restoration shall be no less than, but need not be more than, what is otherwise required by applicable federal, state or local law or authorities;

(D) allow any local, state or federal governmental or regulatory authority or agency having jurisdiction thereof to monitor and inspect all cleanup and restoration related to such Spill; and

(E) at the written request of Mortgagee, post a bond or obtain a letter of credit for the benefit of Mortgagee (drawn upon a company or bank satisfactory to Mortgagee) or deposit an amount of money in an escrow account under Mortgagee’s name upon which bond, letter of credit or escrow Mortgagor may draw, and which bond, letter of credit or escrow shall be in an amount sufficient to meet all of Mortgagor’s obligations under this

Section 5.14; and Mortgagee shall have the unfettered right to draw against the bond, letter of credit or escrow in its discretion in the event that Mortgagor is unable or unwilling to meet its obligation under this Section 5.14 or, if Mortgagor fails to post a bond or obtain a letter of credit or deposit such cash as is required herein, then Mortgagee, at Mortgagor's cost and expense, may, but shall have no obligation to do so for the benefit of Mortgagor and do those things that Mortgagor is required to do under clauses (B), (C) and (D) of this subsection (d).

(e) Mortgagor hereby agrees that it shall indemnify, defend, save and hold harmless Mortgagee and Mortgagee's officers, directors employees, agents, successors, assigns and affiliates (collectively, "Indemnified Parties") against and from, and to reimburse the Indemnified Parties with respect to, any and all damages, claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys', engineers' and consultants' fees and expenses, court costs, administrative costs, costs of appeals and all clean up, administrative, fines, penalties and enforcement costs of applicable governmental agencies) that are incurred by or asserted against the Indemnified Parties by reason or arising out of: (i) the breach of any representation, warranty or undertaking of Mortgagor under this Section 5.14, or (ii) the Treatment of any Waste by Mortgagor or any tenant, licensee, concessionaire, manager, or other Person occupying or using the Property, in or affecting the Property, or (iii) any Spill governed by the terms of this Section 5.14.

(f) The obligations of Mortgagor under this Section 5.14 shall survive any termination or satisfaction of this Mortgage.

**5.15 Defense and Notice of Claims and Actions.** At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any such matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

**5.16 Subrogation.** Mortgagee shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Mortgagee in accordance with this Mortgage or with the proceeds of any loan secured by this Mortgage.

**5.17 Site Visits, Observation and Testing.** Mortgagee and its agents and representatives shall have the right at any reasonable time to enter and visit the Property for the purpose of performing appraisals, observing the Property, taking and removing soil or groundwater samples, and conducting tests on any part of the Property. Mortgagee has no duty, however, to visit or observe the Property or to conduct tests, and no site visit, observation or testing by Mortgagee, its agents or representatives shall impose any liability on any of Mortgagee, its agents or representatives. In no event shall any site visit, observation or testing by Mortgagee, its agents or representatives be a representation that Waste is or is not present in, on or under the Property, or that there has been or shall be compliance with any law, regulation or ordinance pertaining to Waste or any other applicable governmental law. Neither Mortgagor nor any other party is entitled to rely on any site visit, observation or testing by any of Mortgagee, its agents or representatives. Neither Mortgagee, its agents or representatives owe any duty of care to protect Mortgagor or any other party against, or to inform Mortgagor or any other party of, any Waste or any other adverse condition affecting the Property. Mortgagee shall give Mortgagor reasonable notice before entering the Property. Mortgagee shall make reasonable efforts to avoid interfering with Mortgagor's use of the Property in exercising any rights provided in this Section 5.17. Mortgagor shall bear all expense of any site visit, observation or testing.

**5.18 Notice of Change.** Mortgagor shall give Mortgagee prior written notice of any change in: (a) the location of its place of business or its chief executive office if it has more than one place of business; (b) the location of any of the Property, including the Books and Records; and (c) Mortgagor's name,

business structure and/or state of organization. Unless otherwise approved by Mortgagee in writing, all Property that consists of personal property (other than the Books and Records) will be located on the Premises and all Books and Records will be located at Mortgagor's place of business or chief executive office if Mortgagor has more than one place of business.

5.19 **Transfers.** Mortgagor shall not (a) voluntarily or involuntarily sell, lease, exchange, assign, convey, transfer or otherwise dispose of all or any portion of the Property (or any interest therein, legal or equitable), or all or any of the ownership interest in Mortgagor, or (b) convey to any Person, other than Mortgagee, a security interest in the Property or any part thereof or voluntarily or involuntarily permit or suffer the Property to be further encumbered.

## **6. Default and Remedies.**

6.1 **Events of Default.** Mortgagor will be in default under this Mortgage upon the occurrence of any one or more of the following events (some or all collectively, "Events of Default:" any one singly, an "Event of Default").

(a) If (i) the interest on any Note or any commitment or other fee shall not be paid in full punctually when due and payable or within ten (10) days thereafter, or (ii) the principal of any Note shall not be paid in full punctually when due and payable (other than indebtedness, obligations, fees or expenses due or arising under, any Interest Rate Agreement.

(b) If Mortgagor fails to perform or observe any covenant or agreement contained in this Mortgage or in any other of the Loan Documents, and such failure remains unremedied for thirty (30) days after the Mortgagee gives notice thereof to Mortgagor.

(c) If any representation, warranty or statement made in or pursuant to this Mortgage or any Loan Document or any other material information furnished by Mortgagor to Mortgagee or any other holder of any Note, shall be false or erroneous.

(d) If any event of default or default shall occur under any other Loan Document, or if under any Loan Document in which payment is required to be made by Mortgagor or any guarantor on demand of Mortgagee, such demand for payment is made.

(e) If Mortgagor shall default in the payment of principal or interest due and owing upon any other obligation for borrowed money, beyond any period of grace provided with respect thereto or in the performance or observance of any other agreement, term or condition contained in any agreement under which such obligation is created, if the effect of such default is to allow the acceleration of the maturity of such indebtedness or to permit the holder thereof to cause such Indebtedness to become due prior to its stated maturity.

(f) If Mortgagor shall abandon any of the Property or shall sell, lease, convey or transfer (or contract to sell, lease, convey or transfer) all or any part of the Property without first obtaining Mortgagee's written consent.

(g) If Mortgagor shall assign any part of the rents or profits of the Property other than to Mortgagee without first obtaining Mortgagee's written consent or, by the cancellation, surrender or modification of any existing lease (or in any other manner) the security for the payment of the Secured Obligations shall be in any manner impaired.

(h) A default, event of default or any failure by the Borrower in the performance of any term or provision of, including, without limitation, the failure to pay any indebtedness, obligations, fees or expenses due or arising under, any Interest Rate Agreement or a breach or other

failure to satisfy, any other term, provision, condition, representation or warranty under any Interest Rate Agreement and the specific grace period, if any, allowed for the default or event of default in question shall have expired without such default or event of default having been cured.

**6.2 Remedies.** At any time after an Event of Default, Mortgagee shall be entitled to invoke any and all of the rights and remedies described below, in addition to all other rights and remedies available to Mortgagee at law or in equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Declare all of the Secured Obligations to be immediately due and payable, whereupon all unpaid principal, interest and fees in respect of such Obligations, together with all of Mortgagee's costs, expenses and attorneys' fees related thereto, under the terms of the Loan Documents or otherwise, shall be immediately due and payable;

(b) Terminate any commitment to make any additional advances under any Loan;

(c) Exercise any and all rights and remedies available to Mortgagee under any applicable law;

(d) Exercise any and all rights and remedies granted to Mortgagee under the terms of this Mortgage and any of the other Loan Documents;

(e) Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through Mortgagor, and without regard for the solvency or insolvency of Mortgagor or the then value of the Property, to the extent permitted by applicable law, be entitled to have a receiver appointed for all or any part of the Property and the Rents, and the proceeds, issues and profits thereof, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers and duties prescribed by applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Property, and such rights and powers as Mortgagee would have, upon entering and taking possession of the Property under subsection (g) below.

(f) Mortgagee, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Mortgagee may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: taking and possessing all of Mortgagor's or the then owner's Books and Records; entering into, enforcing, modifying or canceling Leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Mortgagee; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Mortgagee so requests, Mortgagor shall assemble all of the Property that has been removed from the Premises and make all of it available to Mortgagee at the site of the Premises. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as Mortgagor's attorney-in-fact to perform such acts and execute such documents as Mortgagee in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Mortgagor's name on any instruments.

(g) Mortgagee may cure any breach or default of Mortgagor, and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: appearing in and/or defending any action or

proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this Mortgage; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's sole judgment is or may be senior in priority to this Mortgage, such judgment of Mortgagee or to be conclusive as among the parties to this Mortgage; obtaining insurance and/or paying any premiums or charges for insurance required to be carried hereunder; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted under this Subsection 6.2(g) either with or without giving notice to any person. Any amounts expended by Mortgagee under this Subsection 6.2(g) shall be secured by this Mortgage.

(h) Mortgagee shall have the right, in one or several concurrent or consecutive proceedings, to foreclose the lien hereof upon the Property or any part thereof, for the Secured Obligations, or any part thereof, by any proceedings appropriate under applicable law. Mortgagee or its nominee may bid and become the purchaser of all or any part of the Property at any foreclosure or other sale hereunder, and the amount of Mortgagee's successful bid shall be credited on the Secured Obligations. Without limiting the foregoing, Mortgagee may proceed by a suit or suits in law or equity, whether for specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure under the judgment or decree of any court of competent jurisdiction. In addition to the right provided in Subsection 6.2(a), upon, or at any time after the filing of a complaint to foreclose this Mortgage, Mortgagee shall be entitled to the appointment of a receiver of the property by the court in which such complaint is filed, and Mortgagor hereby consents to such appointment.

(i) Mortgagee may exercise all rights and remedies contained in any other instrument, document, agreement or other writing heretofore, concurrently or in the future executed by Mortgagor or any other person or entity in favor of Mortgagee in connection with the Secured Obligations or any part thereof, without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against Mortgagor. Mortgagee shall have the right to pursue all remedies afforded to a mortgagee under applicable law, and shall have the benefit of all of the provisions of such applicable law, including all amendments thereto which may become effective from time to time after the date hereof.

(j) Mortgagee shall have the discretionary right to cause some or all of the Property, which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

(i) For purposes of this power of sale, Mortgagee may elect to treat as personal property any Property which is intangible or which can be severed from the Premises or Improvements without causing structural damage. If it chooses to do so, Mortgagee may dispose of any personal property, in any manner permitted by Article 9 of the Uniform Commercial Code of the state in which the Property is located, including any public or private sale, or in any manner permitted by any other applicable law.

(ii) In connection with any sale or other disposition of such Property, Mortgagor agrees that the following procedures constitute a commercially reasonable sale: Mortgagee shall mail written notice of the sale to Mortgagor not later than thirty (30) days prior to such sale. Mortgagee will publish notice of the sale in a local daily newspaper of general circulation. Upon receipt of any written request, Mortgagee will make the Property available to any bona fide prospective purchaser for inspection during reasonable business hours. Notwithstanding, Mortgagee shall be under no obligation to consummate a sale if, in its judgment, none of the offers received by it equals the fair value of the Property offered

for sale. The foregoing procedures do not constitute the only procedures that may be commercially reasonable.

(k) If the Property consists of more than one lot, parcel or item of property, Mortgagee may:

(i) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and

(ii) Elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made under or in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" and any two or more, "Foreclosure Sales").

If Mortgagee chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as Mortgagee may deem to be in its best interests. No Foreclosure Sale shall terminate or affect the liens of this Mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

**6.3 Credit Bids.** At any Foreclosure Sale, any person, including Mortgagor or Mortgagee, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Mortgagee may settle for the purchase price by crediting the sales price of the property against the following obligations:

(a) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Mortgagor is obligated to pay or reimburse Mortgagee under Section 5.13 of this Mortgage; and

(b) Second, all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose.

**6.4 Application of Foreclosure Sale Proceeds.** Mortgagee shall apply the proceeds of any Foreclosure Sale in the following manner:

(a) First, to pay the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Mortgagor is obligated to reimburse Mortgagee under Section 5.13 of this Mortgage;

(b) Second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Mortgagee under the terms of this Mortgage which then remain unpaid;

(c) Third, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose; and

(d) Fourth, to remit the remainder, if any, to the person or persons entitled to it.

**6.5 Application of Rents and Other Sums.** Mortgagee shall apply any and all Rents collected by it, and any and all sums other than proceeds of a Foreclosure Sale which Mortgagee may receive or collect under Section 6.2 above, in the following manner:

(a) First, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Mortgagee or any receiver;

(b) Second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose; and

(c) Third, to remit the remainder, if any, to the person or persons entitled to it.

Mortgagee shall have no liability for any funds which it does not actually receive.

## **7. Miscellaneous Provisions.**

**7.1 Additional Provisions.** The Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Mortgage. The Loan Documents also grant further rights to Mortgagee and contain further agreements and affirmative and negative covenants by Mortgagor which apply to this Mortgage and to the Property.

### **7.2 No Waiver or Cure.**

(a) Each waiver by Mortgagee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Mortgagee to take action on account of any default of Mortgagor. Consent by Mortgagee to any act or omission by Mortgagor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not: cure or waive any breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Loan Documents have been cured); or impair the security of this Mortgage; or prejudice Mortgagee or any receiver in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Mortgagee of any tenancy, lease or option, or a subordination of the lien of this Mortgage.

(i) Mortgagee, its agent or a receiver takes possession of all or any part of the Property in the manner provided in Subsection 6.2 (f).

(ii) Mortgagee collects and applies Rents as permitted under Sections 2.3 and 6.5 above, either with or without taking possession of all or any part of the Property.

(iii) Mortgagee receives and applies to any Secured Obligation any proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Mortgagee hereunder.

(iv) Mortgagee makes a site visit, observes the Property and/or conducts tests as permitted under Section 5.17 above.

(v) Mortgagee receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations.

(vi) Mortgagee or any receiver invokes any right or remedy provided under this Mortgage.

### 7.3 Powers of Mortgagee.

(a) If Mortgagee performs any act which it is empowered or authorized to perform under this Mortgage, including any act permitted by Section 5.10 or Subsection 6.2(d) of this Mortgage, that act alone shall not release or change the personal liability of any person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Mortgage on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations. The liability of the original Mortgagor shall not be released or changed if Mortgagee grants any successor in interest to Mortgagor any extension of time for payment, or modification of the terms of payment, of any Secured Obligation. Mortgagee shall not be required to comply with any demand by the original Mortgagor that Mortgagee refuse to grant such an extension or modification to, or commence proceedings against, any such successor in interest.

(b) Mortgagee may take any of the actions permitted under Subsections 6.2(e) and/or 6.2(f) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Mortgage.

(c) From time to time, Mortgagee may apply to any court of competent jurisdiction for aid and direction in executing and enforcing the rights and remedies created under this Mortgage. Mortgagee may from time to time obtain orders or decrees directing, confirming or approving acts in executing and enforcing these rights and remedies.

7.4 Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property unless Mortgagee consents to a merger in writing.

7.5 Joint and Several Liability. If Mortgagor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Mortgagor's obligations under this Mortgage. For purposes of clarity, the Agency shall not be deemed a Mortgagor hereunder.

7.6 Applicable Law. The creation, perfection and enforcement of the lien of this Mortgage shall be governed by the law of the state in which the property is located. Subject to the foregoing, in all other respects, this Mortgage shall be governed by the substantive laws of the State of New York.

7.7 Successors in Interest. The terms, covenants and conditions of this Mortgage shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Section 7.7 does not waive the provisions of Section 5.19 above.

### 7.8 Interpretation.

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to."

(b) The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and



charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Mortgage. The Exhibits to this Mortgage are hereby incorporated in this Mortgage.

7.9 Waiver of Statutory Rights. To the extent permitted by law, Mortgagor hereby agrees that it shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Mortgage on behalf of Mortgagor and on behalf of each and every person acquiring any interest in or title to the Property of any nature whatsoever, subsequent to the date of this Mortgage. The foregoing waiver of right of redemption is made pursuant to the provisions of applicable law.

7.10 Severability. If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then Mortgagee may, at its option, declare all Secured Obligations immediately due and payable.

7.11 Notices. All notices, requests, demands or other communications provided for hereunder shall be in writing and mailed or delivered to any party hereto at the address of such party specified below. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Mortgagor to Mortgagee pursuant to any of the provisions hereof shall not be effective until received by Mortgagee.

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

Agency: City of Syracuse Industrial Development Agency  
201 East Washington Street, 6<sup>th</sup> Floor  
Syracuse, New York 13202  
Attention: Chairman

Mortgagee: Tompkins Trust Company  
6872 E. Genesee Street  
Fayetteville, New York 13066  
Attention: Robert K. Allen, Vice President

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

Any notice or demand delivered to the person or entity named above to accept notices and demands for Mortgagor shall constitute notice or demand duly delivered to Mortgagor, even if delivery is refused.

7.12 Future Advances. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby (including disbursements that the Bank may, but shall not be obligated to, make under this Mortgage, the Loan Documents or any other document with respect thereto) at any one time outstanding may be substantially less but shall not exceed **Fourteen Million Five Hundred Thousand and 00/100 Dollars (\$14,500,000.00)**, plus interest thereon, and any disbursements made for the enforcement of this Mortgage and any remedies hereunder, payment of taxes, special assessments, utilities or insurance on the Property and interest on such disbursements and all disbursements by Mortgagee pursuant to applicable law (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

7.13 Mortgagee's Lien for Service Charge and Expenses. At all times, regardless of whether any Loan proceeds have been disbursed, this Mortgage secures (in addition to any Loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagee not to exceed the maximum amount secured hereby. For purposes hereof, all obligations of Mortgagor to Mortgagee under all Interest Rate Agreements and any indebtedness or obligation contained therein or evidenced thereby shall be considered an obligation of Mortgagor secured hereby.

7.14 WAIVER OF TRIAL BY JURY. MORTGAGOR AND MORTGAGEE EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN MORTGAGEE AND MORTGAGOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

7.15 UCC Financing Statements. Mortgagor hereby authorizes Mortgagee to file UCC financing statements to perfect Mortgagee's security interest in any part of the Property. In addition, Mortgagor agrees to sign any and all other documents that Mortgagee deems necessary in its sole discretion to perfect, protect, and continue Mortgagee's lien and security interest on the Property.

7.16 Lien Law Covenant. Mortgagor shall receive the advances secured by this Mortgage and shall hold the right to receive such advances as a trust fund in accordance with the provisions of Section 13 of the New York Lien Law.

7.17 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.

7.18 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.

7.19 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.

7.20 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.

7.21 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.

**7.22 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.

**8. BIFURCATION OF "BUILDING LOAN MORTGAGE" AND "PROJECT LOAN MORTGAGE".**

**8.1 Bifurcation.** This Mortgage is made in connection with that certain Building Loan Agreement dated as of December 16, 2020 between Mortgagor and Mortgagee which will be filed as a building loan contract in the Office of the County Clerk of Onondaga County, New York simultaneously herewith ("Building Loan Agreement");

Of the Fourteen Million Five Hundred Thousand and 00/100 Dollars (\$14,500,000.00) maximum aggregate principal amount of the Note secured hereunder, the sum of Eight Million Three Hundred Twenty Five Thousand Three Hundred Sixty Two and 00/100 Dollars (\$8,325,362.00) constitutes a "Building Loan" and is secured as a "Building Loan Mortgage" hereunder, and will be advanced pursuant to the Building Loan Agreement and Six Million One Hundred Seventy Four Thousand Six Hundred Thirty Eight and 00/100 Dollars (\$6,174,638.00) of the proceeds of the will be advanced as a "Project Loan" and will be secured as a "Project Loan Mortgage" hereunder; and

The Mortgagor expressly acknowledges agrees will Mortgagor will not be eligible for advances under the Project Loan unless Borrower is eligible for advances from the Building Loan at the time of the Project Loan advance request and that this Mortgage shall be considered to be, and

is a bifurcated mortgage with (i) Eight Million Three Hundred Twenty Five Thousand Three Hundred Sixty Two and 00/100 Dollars (\$8,325,362.00) being a "Building Loan Mortgage", and (ii) Six Million One Hundred Seventy Four Thousand Six Hundred Thirty Eight and 00/100 Dollars (\$6,174,638.00) being a "Project Loan Mortgage".

SIGNATURE PAGES APPEARS NEXT

**IN WITNESS WHEREOF**, Mortgagor has executed this Mortgage as of the date first above written.

Mortgagor:

**600 FRANKLIN OWNER LLC**

By: Dupli Associates LLC, its Managing Member

By: FS Development Associates, LLC, its Manager

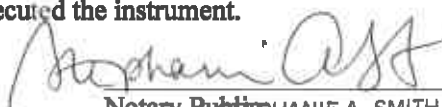
By:   
Mark E. Lane, Managing Member

**ACKNOWLEDGMENT**

State of New York        )

County of Onondaga    ) ss:

On this 4<sup>th</sup> day of December, 2020, before me, the undersigned, personally appeared Mark E. Lane, 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 **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:   
Name: Judith DeLaney  
Title: Executive Director

**ACKNOWLEDGMENT**

State of New York )

County of Onondaga ) ss:

On this 8<sup>th</sup> 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.

  
Notary Public

LOREL M. MONTAGNE  
Notary Public - State of New York  
County of Onondaga No. 01160000000000000000  
Commission Expires on Feb. 12, 2022 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 :  
CHICAGO TITLE

Return To :  
WLADIS LAW FIRM PC  
POB 245  
SYRACUSE, NY 13214

Method Returned : MAIL

**First PARTY 1**

600 FRANKLIN OWNER LLC

**First PARTY 2**

TOMPKINS TRUST COMPANY

Index Type : Land Records

Instr Number : 2020-00050188

Book : Page :

Type of Instrument : Assignment Of Rents & Leases

Type of Transaction : Mtg Type D-3

Recording Fee: \$101.00

Recording Pages : 11

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 : DL12890

Mortgage Amount : \$0.00

Basic Tax : \$0.00

Local Tax : \$0.00

Additional Tax : \$0.00

Transportation Auth Tax : \$0.00

SONYMA : \$0.00

County Tax : \$0.00

Total : \$0.00

State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 12/22/2020

At (Recorded Time) : 2:12:19 PM

Total Fees : \$101.00



Doc ID - 041493740011

*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

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**CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, AS AGENCY**

**AND**

**600 FRANKLIN OWNER LLC, AS COMPANY**

**TO**

**TOMPKINS TRUST COMPANY  
AS ASSIGNEE**

---

**ASSIGNMENT OF RENTS AND LEASES**

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**\$14,500,000.00**

**DATED AS OF: DECEMBER 16, 2020**

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**600 North Franklin Street  
Syracuse, New York  
SBL # 118-06-08.0**

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**PREPARED BY AND UPON RECORDATION RETURN TO:**

**The Wladis Law Firm, P.C.  
P.O. Box 245  
Syracuse, New York 13214  
Attention: Scott R. Hatz, Esq.**

## ASSIGNMENT OF RENTS AND LEASES

THIS SETS FORTH AN ASSIGNMENT OF RENTS AND LEASES made as of December 16, 2020 by and among **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, 6<sup>th</sup> Floor, Syracuse, New York 13202 ("Agency") and **600 FRANKLIN OWNER LLC**, a New York limited liability company with a place of business at 113 Court Street, Binghamton, New York 13901 ("Company") in favor of **TOMPKINS TRUST COMPANY**, its successors and assigns whose principal office and place of business is 118 E. Seneca Street, Ithaca, New York 14850 ("Assignee").

### WITNESSETH:

That in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Company, receipt of which is hereby acknowledged, the Company and the Agency hereby GRANTS, TRANSFERS and ASSIGNS to the Assignee all of the Company's and the Agency's right, title and interest in and to:

I. Any and all leases excepting therefrom those certain leases dated as of December 1, 2020 by and between the Agency and the Company (collectively, the "Agency Leases") entered into covering or relating to space in the buildings and improvements constructed on or made to the property (the "Leases") described on the annexed **Schedule "A"** (the "Premises"); and

II. All rents, income and profits arising from the leases and any extension of renewals of them and together with all rents, income and profits for the use and occupation of the Premises described in the Leases or in the Mortgage hereinafter referred to. (The term "Leases" whenever used in this Assignment shall also include any subleases of the Premises, excepting therefrom the Agency Leases).

**THIS ASSIGNMENT** is made for the purpose of securing:

A. The payment of an indebtedness in the principal sum of up to \$14,500,000.00 with interest according to, and evidenced by, that certain Construction to Permanent Mortgage Note (the "Note") made by the Company in favor of Assignee and that certain Building and Project Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Mortgage"), each executed this same day, together with any and all modifications, extensions, consolidations, refundings, replacements and substitutions thereof.

B. Payment of all other sums with interest becoming due and payable to the Assignee under the provisions of this Assignment, the Note, and the Mortgage.

C. The performance and discharge of each and every obligation covenant and agreement of the Company contained in this Assignment, the Note, and the Mortgage.

D. Payment and performance of all obligations of Assignor arising from any Interest Rate Agreements. "Interest Rate Agreements" shall mean all agreements for any derivative or hedging product including, without limitation, interest rate or equity swaps, futures, options, caps, floors, collars or forwards now or hereafter entered into by Assignor with Assignee or any of its affiliates with respect to the Note.

**THE COMPANY WARRANTS** that the Company is the sole owner of the property described on **Schedule "A"**, subject only to the leasehold interest of the Agency.

**THE COMPANY COVENANTS** with the Assignee to observe and perform all the obligations imposed upon them under the leases and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income and profits arising or accruing under said leases or from the Premises described in the Mortgage in advance of the time when the rent shall become due; not to execute any other assignment of lessor's interests in the leases or assignment of rents arising or accruing from the leases or from the Premises described in the Mortgage; not to subordinate the leases to any mortgage or other encumbrance or permit, consent or agree to such subordination without Assignee's prior written consent; not to alter, modify or change the terms of leases or give any consent or exercise any option required or permitted by such terms without the prior written consent of Assignee, or cancel or terminate the leases, or accept a surrender of the leases, or convey or transfer or suffer or permit a conveyance or transfer of the Premises demised thereby or of any interest in them so as to effect directly or indirectly, proximately or remotely a merger of the estates and rights of, or a termination or diminution of the obligations of, the lessees thereunder; not to consent to any assignment of the leases, except when in accordance with their terms, without the prior written consent of the assignee; at the Assignee's request to assign and transfer to the Assignee any and all subsequent leases upon all or any part of the Premises described in the leases or the Mortgage and to execute and deliver at the request of the Assignee all such further assurances and assignments in the Premises as the Assignee shall from time to time require.

**THIS ASSIGNMENT** is made on the following terms, covenants and conditions:

1. So long as there shall exist no default by the Company in the payment of the principal sum, interest or other charge secured hereby or in the performance of any obligation, covenant or agreement in this Assignment, the Note, the Mortgage or the Interest Rate Protection Agreement on the part of the Borrower to be performed, the Borrower shall have the right to collect at the time of, but not prior to, the date provided for the payment thereof, all rents, income and profits arising under the leases or from the Premises and to retain, use and enjoy the same.

2. Upon or at any time after default in the payment of the principal sum, interest and indebtedness secured hereby or in the performance of any obligation, covenant or agreement in this Assignment, the Note, the Mortgage or the Interest Rate Protection Agreement, or leases on the part of the Borrower to be performed, the Assignee without in any way waiving such default may, at its option, without notice and without regard to the adequacy of the security for the principal sum, interest and indebtedness secured hereby, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises described in the leases and/or Mortgage and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may deem proper and either with or without taking possession of the Premises in its own name, demand, sue for or otherwise collect and receive all rents, income and profits of said Premises, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements to them as may seem proper to the Assignee and to apply such rents, income and profits or sum to the payment of:

(a) All expenses of managing the Premises, including without being limited thereto, the salaries, fees and wages of a managing agent and such other employees as the Assignee may deem necessary or desirable and all expenses of operating and maintaining the Premises, including, without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which the Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises; and

(b) The principal sum, interest and indebtedness secured hereby, together with all costs and attorneys' fees, in such order of priority as to any of the items mentioned in this paragraph 2 as the Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by the Assignee of the option granted in this paragraph 2 and the collection of the rents, income, profits or sums and their application as provided above shall not be considered a waiver of any default by the Company under the Note, the Mortgage, or under the leases or this Assignment. It is not the intention of the parties that any entry by Assignee upon the Premises under the terms of this Assignment shall constitute the Assignee as "mortgagee in possession" in contemplation of law, except at the option of Assignee.

3. No security deposited by the tenants with the Company under the terms of the leases assigned has been transferred to Assignee who assumes no liability for any security so deposited provided, however, that upon default, Assignee may at its option demand the transfer of the security and assume responsibility therefor.

4. If Company receives notice that it has breached any covenant or defaulted in the terms of any of the leases, Company will promptly notify Assignee in writing, and will give Assignee reasonable opportunity to investigate, and Assignee shall have the right but not the responsibility to cure any default, and if possible, to correct the default or other breach and otherwise to protect its rights.

5. The Assignee shall not be liable for any loss sustained by the Borrower resulting from the Assignee's failure to let the Premises after default or from any other act or omission of the Assignee in managing the Premises after default unless the loss is caused by the willful misconduct and bad faith of the Assignee. Nor shall the Assignee be obligated to perform or discharge nor does the Assignee hereby undertake to perform or discharge any obligation, duty or liability under the leases, or under or by reason of this Assignment and the Borrower shall, and does hereby agree, to indemnify the Assignee for, and to hold the Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the leases, or under or by reason of this assignment and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the leases. Should the Assignee incur any such liability under the leases, or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and the Borrower shall reimburse the assignee therefor immediately upon demand and upon the failure of the Company so to do the Assignee may, at its option, declare all sums secured hereby immediately due and payable. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon the assignee, nor for the carrying out of any of the terms and conditions of the leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the property by the tenants of any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

6. Upon payment in full of the principal sum, interest and indebtedness secured hereby, this Assignment shall become and be void and of no effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of the Assignee showing any part of the principal, interest or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and

continuing force of this Assignment and any person may, and is hereby authorized to, rely on it. The Company hereby authorizes and directs the lessees named in the leases or any other or future lessee or occupant of the Premises described therein or in the Mortgage, upon receipt from the Assignee of written notice to the effect that a default exists under the Note, the Mortgage, or under this Assignment to pay over to the Assignee all rents, income and profits or sums arising or accruing under the leases or from the Premises described in the Mortgage and to continue so to do until otherwise notified by the Assignee.

7. The holder of the Note may take or release other security for the payment of the principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

8. The provisions of the Mortgage shall govern with respect to the disposition of the proceeds of insurance and condemnation or eminent domain awards.

9. The term "leases", or "the leases" as used in this Assignment means the leases hereby assigned and any extension or renewal of them and any lease subsequently executed during the term of this Assignment covering the Premises described on Schedule "A" annexed.

10. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it in this Assignment shall be deemed to be a waiver by the holder of the Note of its rights and remedies under the Note, the Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the holder of the Note under the terms of the Note and the Mortgage. The right of the holder of the Note to collect the principal sum, interest and indebtedness and to enforce any other security therefor, held by it may be exercised by the holder of the Note either prior to, simultaneously with, or subsequent to any action taken by Assignee hereunder.

11. This Assignment is made pursuant to Section 291-f of the Real Property Law to which reference is hereby made.

12. All notices, requests, demands or other communications provided for hereunder shall be in writing and mailed or delivered to any party hereto at the address of such party specified below. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Mortgagor to Mortgagee pursuant to any of the provisions hereof shall not be effective until received by Mortgagee.

Mortgagor: 600 Franklin Owner LLC  
113 Court Street  
Binghamton, New York 13901  
Attention: Mark Lane

Agency: City of Syracuse Industrial Development Agency  
201 East Washington Street, 6<sup>th</sup> Floor  
Syracuse, New York 13202  
Attention: Chairman

**Mortgagee:** Tompkins Trust Company  
6872 E. Genesee Street  
Fayetteville, New York 13066  
Attention: Robert K. Allen, Vice President

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

Any notice or demand delivered to the person or entity named above to accept notices and demands for Mortgagor shall constitute notice or demand duly delivered to Mortgagor, even if delivery is refused.

13. 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 Company) 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 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 Company) 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 Company) 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 Company) 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.

14. The Company directs the Agency to execute and deliver this Agreement 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 Agreement, including but not limited to reasonable attorney's fees.

15. Notwithstanding anything herein to the contrary, Assignee by accepting this Assignment, acknowledges and agrees that the rights of Assignee hereunder shall be subordinate to the rights of the Agency to receive payments in lieu of taxes pursuant to the Payment in Lieu of Tax Agreement between the Agency and the Company and dated even dated herewith and that such payments in lieu of taxes to be made by the Company to the Agency shall have the same force, priority and effect as a real property tax lien under New York State law against the Premises.

16.

(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 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) 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 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 or such contractor under worker's compensation laws, disability benefit laws, or other employee benefit laws.

**THIS ASSIGNMENT** shall inure to the benefit of the Assignee and all holders of the Note and Mortgage and shall be binding upon the Company and the Agency, their successors and assigns and all lessees, tenants, subtenants and their assigns and all occupants and subsequent owners of the mortgaged Premises.

SIGNATURE PAGES APPEARS NEXT



**IN WITNESS WHEREOF**, the Company has executed this Assignment as of the date first above written.

**ASSIGNOR:**  
**600 FRANKLIN OWNER LLC**  
By: Dupli Associates LLC, its Managing Member  
By: FS Development Associates, LLC, its Manager

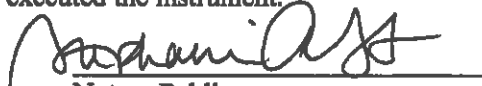
By:   
Mark E. Lane, Managing Member

**ACKNOWLEDGMENT**

State of New York        )

County of Onondaga    ) ss:

On this 4th day of December, 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 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

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 Assignment 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 8<sup>th</sup> 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.

  
Notary Public

LORI L. MCKITTRICK  
Notary Public, State of New York  
Qualified in Onondaga County, New York, 08/08/19  
Commission Expires 08/08/22 22

**SCHEDULE 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 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 1 Project Agreement, 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 Mortgage, the First Amendment to PILOT Agreement, the Dupli Building 1 PILOT Agreement and any other document now or hereafter executed by the Agency (collectively, the “**Agency Documents**”) with respect to a project (the “**Building 1 Project**”) undertaken at the request of **DUPLI ASSOCIATES LLC** (“**Dupli**”) and **600 FRANKLIN OWNER LLC** (“**600 Franklin**” and together with Dupli, collectively, the “**Company**”) 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<sup>[1]</sup> (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.

Capitalized terms used herein which are not otherwise defined herein and which are defined in the Dupli Building 1 Agency Lease Agreement dated as of December 1, 2020 (the “**Dupli Building 1 Agency Lease**”), by and among the Agency and the Company, and shall have the meanings ascribed to such terms in the Dupli Building 1 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

---

[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](http://www.syr.gov/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf)

only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

I, the undersigned Executive Director of the Agency, Do Hereby Certify:

1. I am an officer of the Agency and am duly authorized to execute and deliver this certificate in the name of the Agency.

2. The Agency is an industrial development agency duly established under Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended (the "**Enabling Act**") and Chapter 641 of the Laws of 1979 of the State (said Chapter with the Enabling Act, the "**Act**") (a certified copy of Chapter 641 of the Laws of 1979 of the State is attached hereto as **Exhibit "A"**), and it is a corporate governmental agency constituting a public benefit corporation of the State.

3. The Act empowers the Agency, among other things, to acquire, construct reconstruct, lease, improve, maintain, equip, sell and dispose of land and any building or other improvement, and all real and personal property, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the City of Syracuse and the State and to improve their standard of living. The Act further authorizes the Agency to lease any and all of its facilities on such terms and conditions as it deems advisable, to acquire, construct, lease, improve, and equip one or more projects as defined in the Act, to mortgage any or all of its facilities and to pledge the revenues and receipts from the sale or transfer of its facilities.

4. The Agency has full legal power and authority to own its property, conduct its business and execute, deliver, and perform its obligations under the Agency Documents and has taken all actions and obtained all approvals required in connection therewith by the Act and any other applicable laws and regulations, and no legislation has been enacted affecting the powers or authority of the Agency to execute and deliver the Agency Documents, affecting the financing of the Project, or affecting the validity thereof or of the Agency Documents, or contesting the existence and powers of the Agency or the appointment of the members and officers of the Agency to their respective offices.

5. Pursuant to the Act, the governing body of the City of Syracuse, New York, for whose benefit the Agency was established, duly filed or caused to be filed within six (6) months after the effective date of Chapter 641 of the Laws of 1979 of the State in the office of the Secretary of State of the State the Certificate of Establishment of the Agency pursuant to Section 926 of the New York General Municipal Law. The Certificate of Establishment of the Agency described in the preceding sentence also named the members and officers of the Agency as appointed by the Mayor of the City of Syracuse. Attached hereto as **Exhibit "B"** are certified copies of said Certificates of Establishment and copies of the Certificates of Appointment relating to all of the current members of the Agency, who are:

Kathleen Murphy, Chair  
Steven Thompson, Vice Chair  
Rickey T. Brown, Secretary  
Kenneth Kinsey, Treasurer  
Dirk Sonneborn, Member

6. Attached hereto as **Exhibit “C”** is a true, correct and complete copy of the by-laws of the Agency, together with all amendments thereto or modifications thereof; and said by-laws as so amended and modified are in full force and effect in accordance with their terms as of the date of this certificate.

7. That a resolution determining that the acquisition, construction, renovation, equipping and completion of the Building 1 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 1 Project Agreement, 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 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 600 Franklin as the Agency's agent for the acquisition, construction, renovation, equipping and completion of the Project Facility and to authorize 600 Franklin 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 1 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 1 Project Agreement, dated as of December 1, 2020, by and among the Agency, Dupli and 600 Franklin;

(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 1 Company Lease, dated as of December 1, 2020, by and among the Agency, Dupli and 600 Franklin 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 1 Agency Lease, dated as of December 1, 2020, by and among the Agency, Dupli and 600 Franklin 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 1 PILOT Agreement, dated as of December 1, 2020 by and among the Agency, Dupli and 600 Franklin.

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;

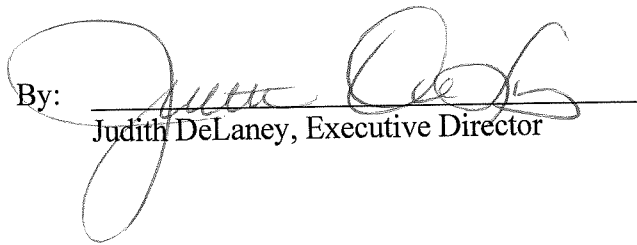
(c) is related to the Company within the meaning of Section 800.3(a) of the New York General Municipal Law.

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 1<sup>st</sup> 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

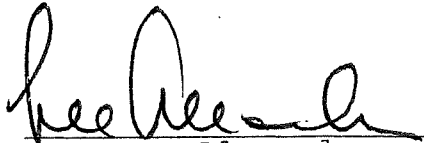
FILED JUL 20 1979

*Bill 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](http://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

FILED  
STATE RECORDS  
FEB 04 2019

DEPARTMENT OF STATE

## CERTIFICATE OF APPOINTMENT TO THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Mr. Kenneth J. Kinsey - Member/Treasurer

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Mr. Kenneth J. Kinsey - Member

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 17, 2020.

Office of the Mayor  
233 E. Washington St.  
201 City Hall  
Syracuse, N.Y. 13202

Office 315 448 8005  
Fax 315 448 8067

[www.syr.gov.net](http://www.syr.gov.net)

Handwritten signature of Ben Walsh in black ink, positioned above a horizontal line.

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.

Office of the Mayor  
233 E. Washington St.  
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Ben Walsh

Mayor

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**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 City<sup>1</sup> (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

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<sup>1</sup> 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)

"**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><b>AYE</b></u>	<u><b>NAY</b></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 21<sup>st</sup> 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, 6<sup>th</sup> 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](mailto: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.

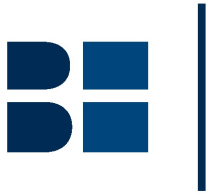
The Company shall be the initial owner or operator of the Project Facility.

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 EMAIL<sup>1</sup>**

[Mayor@SyrGov.net](mailto:Mayor@SyrGov.net)

Honorable Benjamin Walsh  
Mayor, City of Syracuse  
City Hall  
233 East Washington Street  
Syracuse, New York 13202

**VIA EMAIL<sup>1</sup>**

[RyanMcMahon@ongov.net](mailto:RyanMcMahon@ongov.net)

Honorable J. Ryan McMahon, II  
County Executive, Onondaga County  
John Mulroy Civic Center, 14<sup>th</sup> 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

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<sup>1</sup> 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

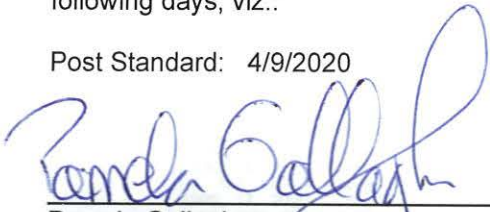
Sales Rep: Pamela Gallagher

Account Number: 12145  
INV#: 0009575020

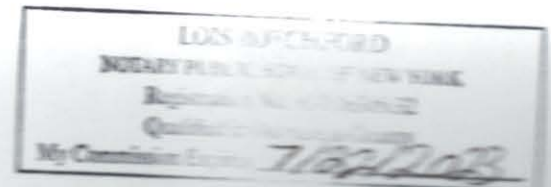
Date	Position	Description	PO #	Ad Size
4/9/2020	Other Legals NY	NOTICE OF PUBLIC HEARING	matter # C2147L.00039	1 x 263 CL

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](mailto: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

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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 Council, 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"> <li>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</li> <li>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</li> <li>iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</li> </ul>		

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
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"> <li>• If Yes, complete sections C, F and G.</li> <li>• If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
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  
 If Yes:  

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_

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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: \_\_\_\_\_  
 \_\_\_\_\_

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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

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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)  
 \_\_\_\_\_

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g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:  
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No  
 ii. In addition to emissions as calculated in the application, the project will generate:  

- \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)
- \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)
- \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)
- \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)
- \_\_\_\_\_ 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 ½ mile of the proposed site?  Yes  No
- vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No
- viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

- i. Estimate annual electricity demand during operation of the proposed action: 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"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> 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"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul> iii. Proposed disposal methods/facilities for solid waste generated on-site: <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul>	

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

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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: \_\_\_\_\_

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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?  Yes  No  
 i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
 If Yes,  
 i. Identify Facilities: \_\_\_\_\_

e. Does the project site contain an existing dam?  Yes  No  
 If Yes:  
 i. Dimensions of the dam and impoundment:  
 • Dam height: \_\_\_\_\_ feet  
 • Dam length: \_\_\_\_\_ feet  
 • Surface area: \_\_\_\_\_ acres  
 • Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
 ii. Dam's existing hazard classification: \_\_\_\_\_  
 iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
 If Yes:  
 i. Has the facility been formally closed?  Yes  No  
 • If yes, cite sources/documentation: \_\_\_\_\_  
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
 iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
 If Yes:  
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
 If Yes:  
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
 ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
 If yes, provide DEC ID number(s): 734060, V00588, C734089, 88, 88A, C734143  
 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: \_\_\_\_\_  
 Urban city acquainted wildlife \_\_\_\_\_  
 \_\_\_\_\_

n. Does the project site contain a designated significant natural community?  Yes  No

If Yes:  
 i. Describe the habitat/community (composition, function, and basis for designation): \_\_\_\_\_  
 \_\_\_\_\_  
 ii. Source(s) of description or evaluation: \_\_\_\_\_  
 iii. Extent of community/habitat:  
 • Currently: \_\_\_\_\_ acres  
 • Following completion of project as proposed: \_\_\_\_\_ acres  
 • Gain or loss (indicate + or -): \_\_\_\_\_ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?  Yes  No

If Yes:  
 i. Species and listing (endangered or threatened): \_\_\_\_\_  
 \_\_\_\_\_

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?  Yes  No

If Yes:  
 i. Species and listing: \_\_\_\_\_  
 \_\_\_\_\_

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?  Yes  No

If yes, give a brief description of how the proposed action may affect that use: \_\_\_\_\_  
 \_\_\_\_\_

**E.3. Designated Public Resources On or Near Project Site**

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  Yes  No  
 If Yes, provide county plus district name/number: \_\_\_\_\_

b. Are agricultural lands consisting of highly productive soils present?  Yes  No  
 i. If Yes: acreage(s) on project site? \_\_\_\_\_  
 ii. Source(s) of soil rating(s): \_\_\_\_\_

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?  Yes  No  
 If Yes:  
 i. Nature of the natural landmark:  Biological Community  Geological Feature  
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: \_\_\_\_\_  
 \_\_\_\_\_

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?  Yes  No

If Yes:  
 i. CEA name: \_\_\_\_\_  
 ii. Basis for designation: \_\_\_\_\_  
 iii. Designating agency and date: \_\_\_\_\_

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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>	
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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
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 checked="" type="checkbox"/> No
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.	
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 checked="" type="checkbox"/> No
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <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.<sup>1</sup>

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		
<b>Total</b>	<b>3,562,000</b>	<b>2,700,000</b>

<sup>1</sup> 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	-
<b>Total</b>	<b>8,992,896</b>

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:

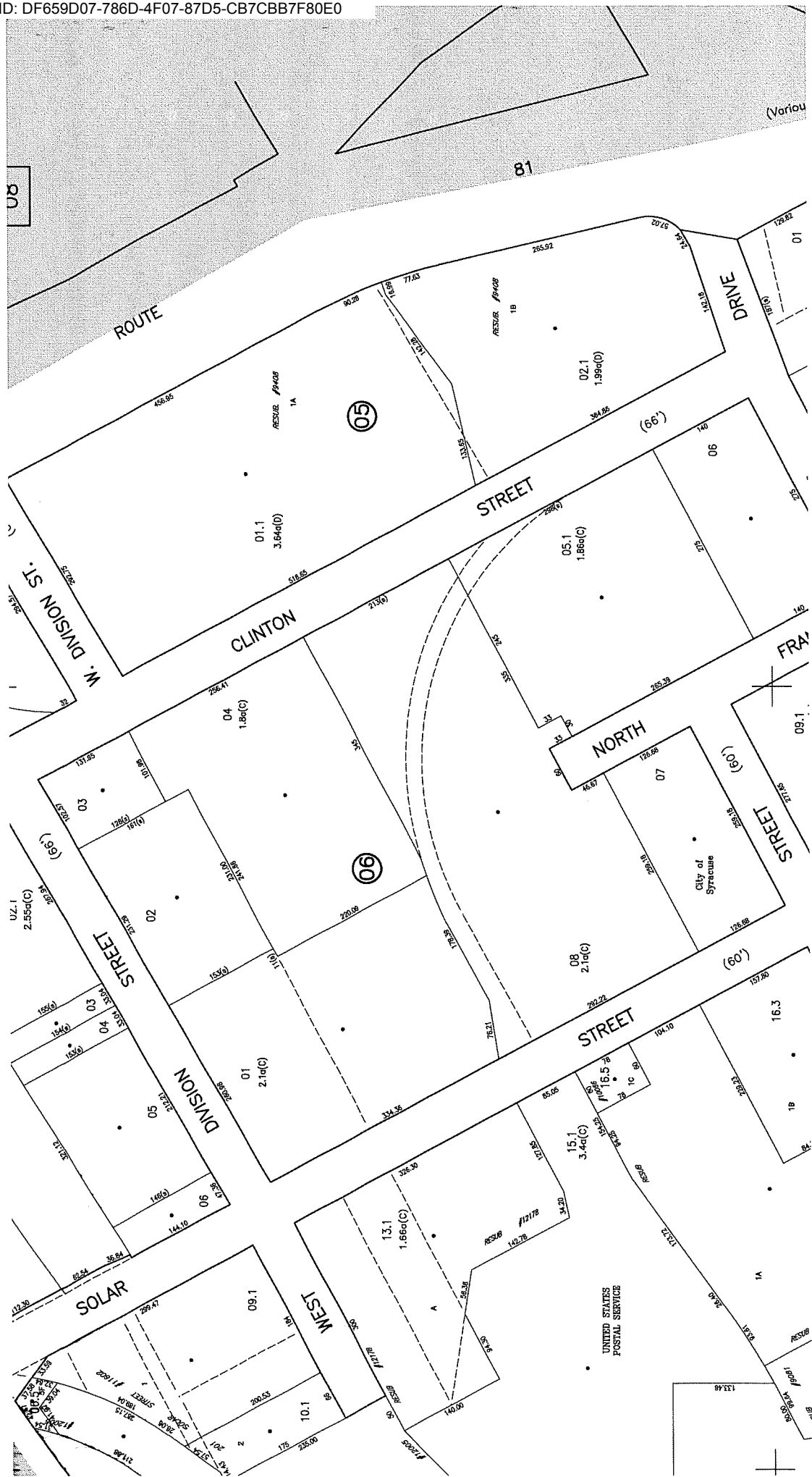
Description of Cost Type	Phase 3 Costs - Amphion Piano Player Factory Rehabilitation
Land Acquisition	-
Site Work/Demo	1,075,489
Building Construction & Renovation	7,285,146
Furniture & Fixtures	12,282
Equipment	1,161,841
Engineering/Architect Fees	217,596
Financial Charges	495,000
Legal Fees	175,000
Other	332,549
Management/Developer Fee	-
<b>Total</b>	<b>10,754,903</b>

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 21<sup>st</sup> 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. <ul style="list-style-type: none"> <li data-bbox="121 829 1542 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</li> <li data-bbox="121 892 1542 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</li> <li data-bbox="121 924 1542 955">iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>		

**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 (CO<sub>2</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 • \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 • \_\_\_\_\_ 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): \_\_\_\_\_

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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):  
 \_\_\_\_\_

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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

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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

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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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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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: \_\_\_\_\_  
 \_\_\_\_\_

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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: \_\_\_\_\_

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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:  
\_\_\_\_\_

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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:  
\_\_\_\_\_

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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:  
\_\_\_\_\_

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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:  
\_\_\_\_\_

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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: \_\_\_\_\_  
\_\_\_\_\_

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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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**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: \_\_\_\_\_  
 \_\_\_\_\_

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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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> 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"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>	
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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> 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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> 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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If yes, give a brief description of how the proposed action may affect that use: _____ _____	
<b>E.3. Designated Public Resources On or Near Project Site</b>	
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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> <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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> 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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> 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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>
<p>g. Have additional archaeological or historic site(s) or resources been identified on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></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.

<b>1. Impact on Land</b>			
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"/>

<b>2. Impact on Geological Features</b> 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) <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span> <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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"/>

<b>3. Impacts on Surface Water</b> 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) <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span> <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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.  NO  YES  
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)  
*If “Yes”, answer questions a - h. If “No”, move on to Section 5.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<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.  NO  YES  
 (See Part 1. E.2)  
*If “Yes”, answer questions a - g. If “No”, move on to Section 6.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<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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<b>6. Impacts on Air</b>			
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 <sub>2</sub> ) ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> ) 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"/>

<b>7. Impact on Plants and Animals</b>			
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"/>

<b>8. Impact on Agricultural Resources</b>			
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>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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"/>

<b>9. Impact on Aesthetic Resources</b> 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
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
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"/>		

<b>10. Impact on Historic and Archeological Resources</b> 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
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
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"/>

<b>11. Impact on Open Space and Recreation</b>			
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
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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"/>

<b>12. Impact on Critical Environmental Areas</b>			
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
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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"/>



<b>13. Impact on Transportation</b> 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>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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"/>

<b>14. Impact on Energy</b> 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>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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: _____ _____			

<b>15. Impact on Noise, Odor, and Light</b> 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>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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"/>

<b>16. Impact on Human Health</b>			
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: _____ _____			

<b>17. Consistency with Community Plans</b>			
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"/>

<b>18. Consistency with Community Character</b>			
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 (SO<sub>2</sub>), nitrogen dioxide (NO<sub>2</sub>), particulate matter (PM<sub>10</sub> and PM<sub>2.5</sub>), 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.

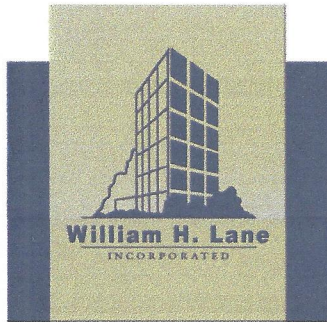
**17.) Consistency with community plans** – The action will not result in population growth in the City of Syracuse that exceeds 5%, or in increasing density that will impact existing infrastructure. The Project does not require a change in zoning or resubdivision.

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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Voice: 607-775-0600 Fax: 607-775-3133  
E-Mail: [info@whlane.com](mailto:info@whlane.com) <http://www.whlane.com>

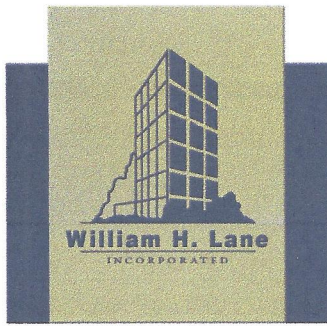
April 16, 2020

Jean S Everett  
Bousquet Holstein PLLC  
62 William Street  
Third Floor  
New York, New York 10005  
212.381.4870  
[jeverett@bhlawpllc.com](mailto: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

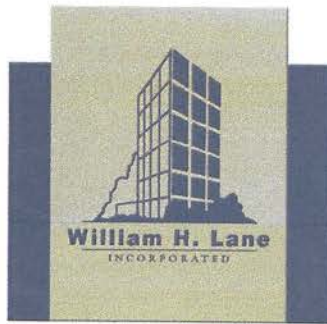
Jean S. Everett  
BOUSQUET HOLSTEIN PLLC

62 William Street | Third Floor | New York, New York 10005

Tel: 212.381.4870 | Mobile: 315.436.6643

Email: [JEverett@BHLAWPLLC.com](mailto:JEverett@BHLAWPLLC.com) | [www.BHLAWPLLC.com](http://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,

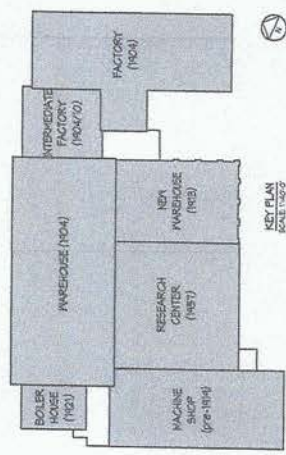
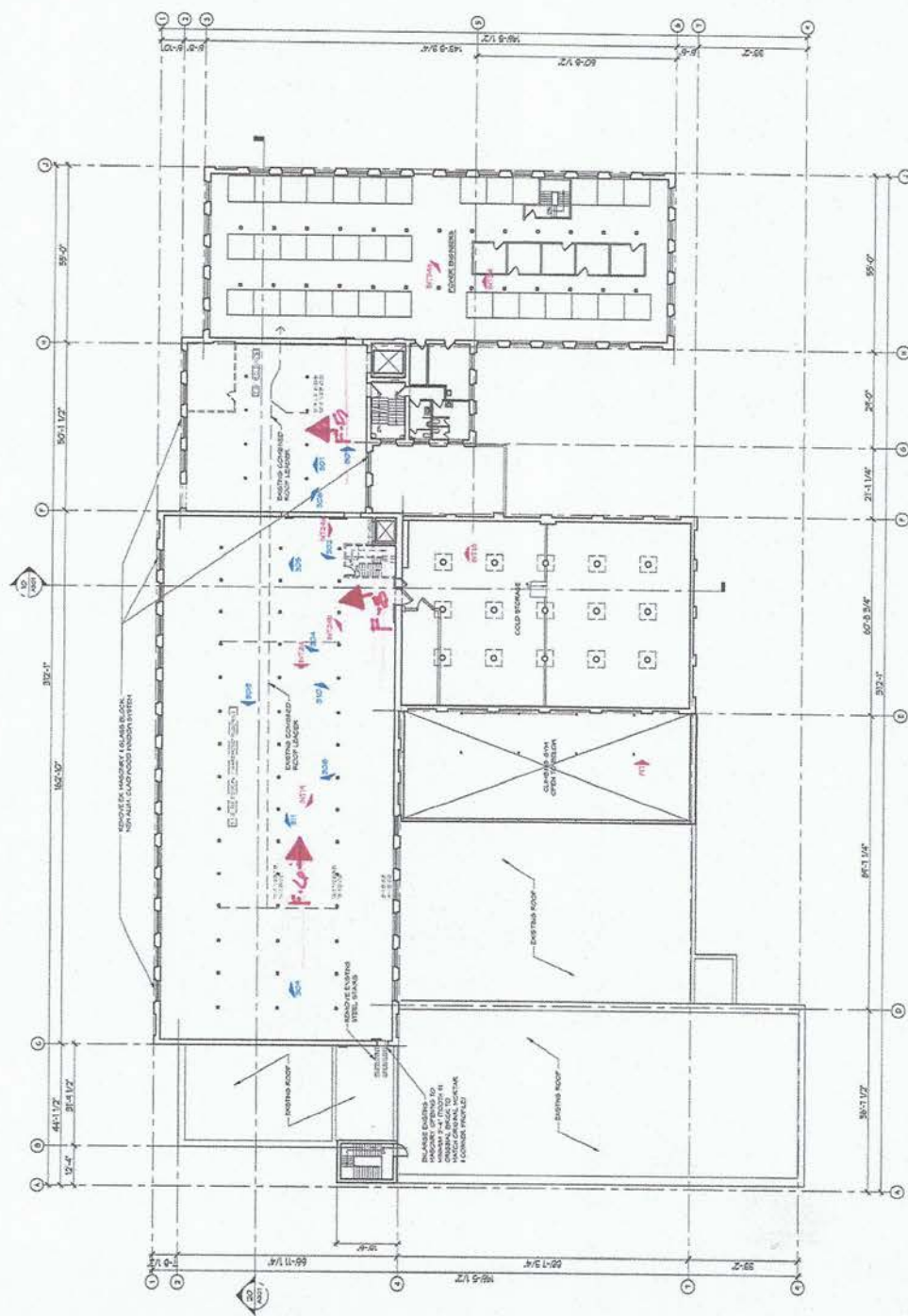
Bruce MacKnight, A.I.A.

**macknight architects llp**  
**212 north franklin street**  
**syracuse, new york 13202**

**315.424.0018**

**[www.macknightarchitects.com](http://www.macknightarchitects.com)**





REVISIONS		DATE	3/30/20
NO.	DATE	BY	DRAWN
1			JFA
			EXISTING THIRD FLOOR PLAN
			A-003

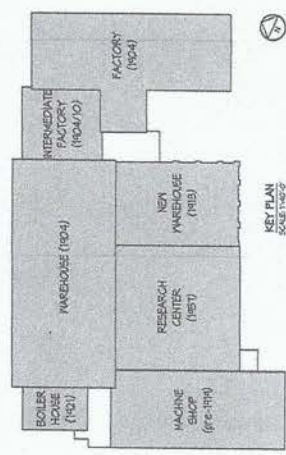
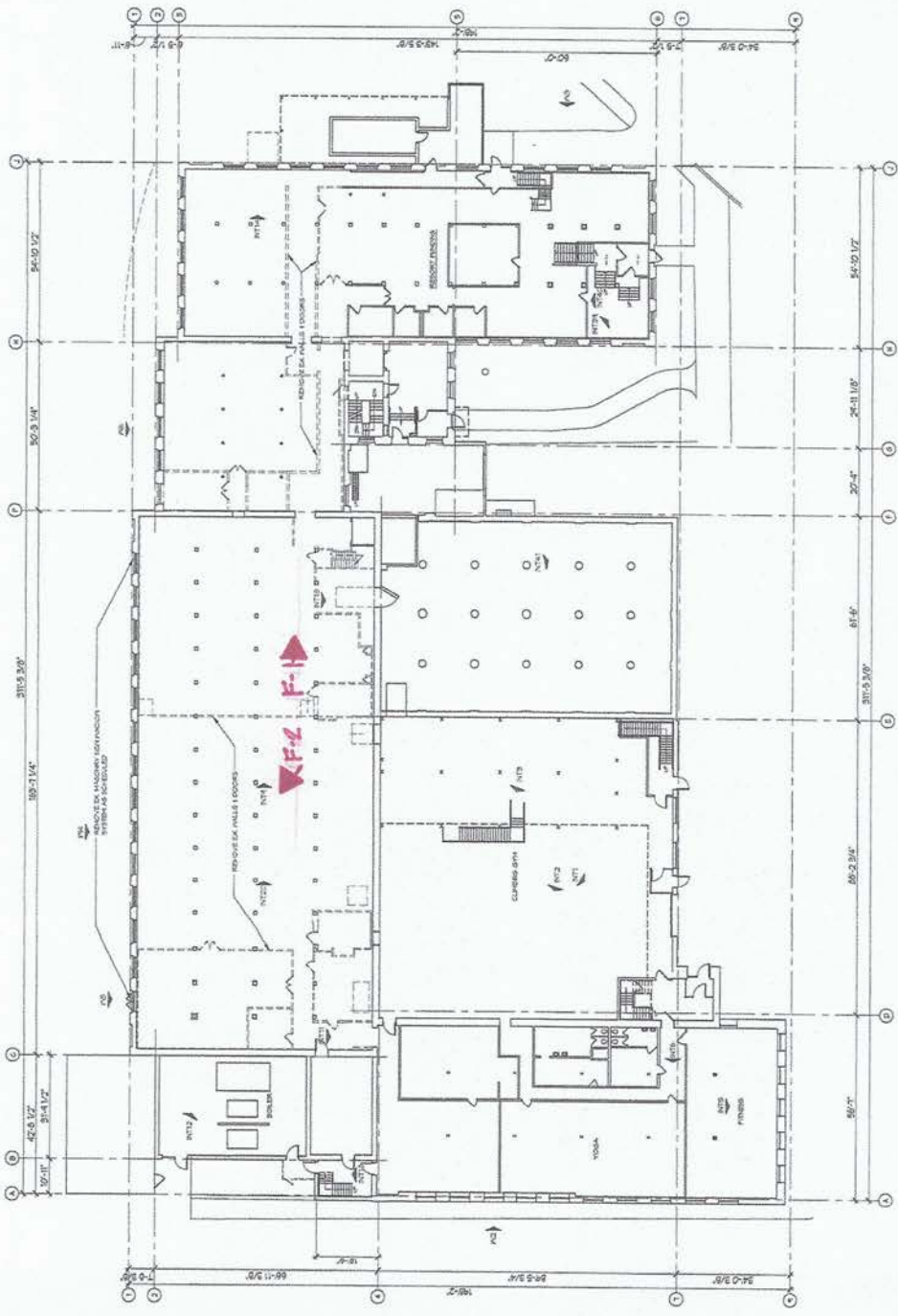
**MERRELL SOULE BUILDING**  
 600 NORTH FRANKLIN STREET  
 STROUSE, NEW YORK 13204

THIS DRAWING IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

**macnights architects**  
 225 WEST HANCOCK  
 STROUSE, NEW YORK 13204  
 P. 315.454.0018  
 PROJECT@MACNIGHTS.COM



10 EXISTING THIRD FLOOR PLAN  
 SCALE 1/8"=1'-0"



REVISIONS		DATE	BY
NO.	DATE	BY	DESCRIPTION
1			EXISTING FIRST FLOOR PLAN
2			
3			
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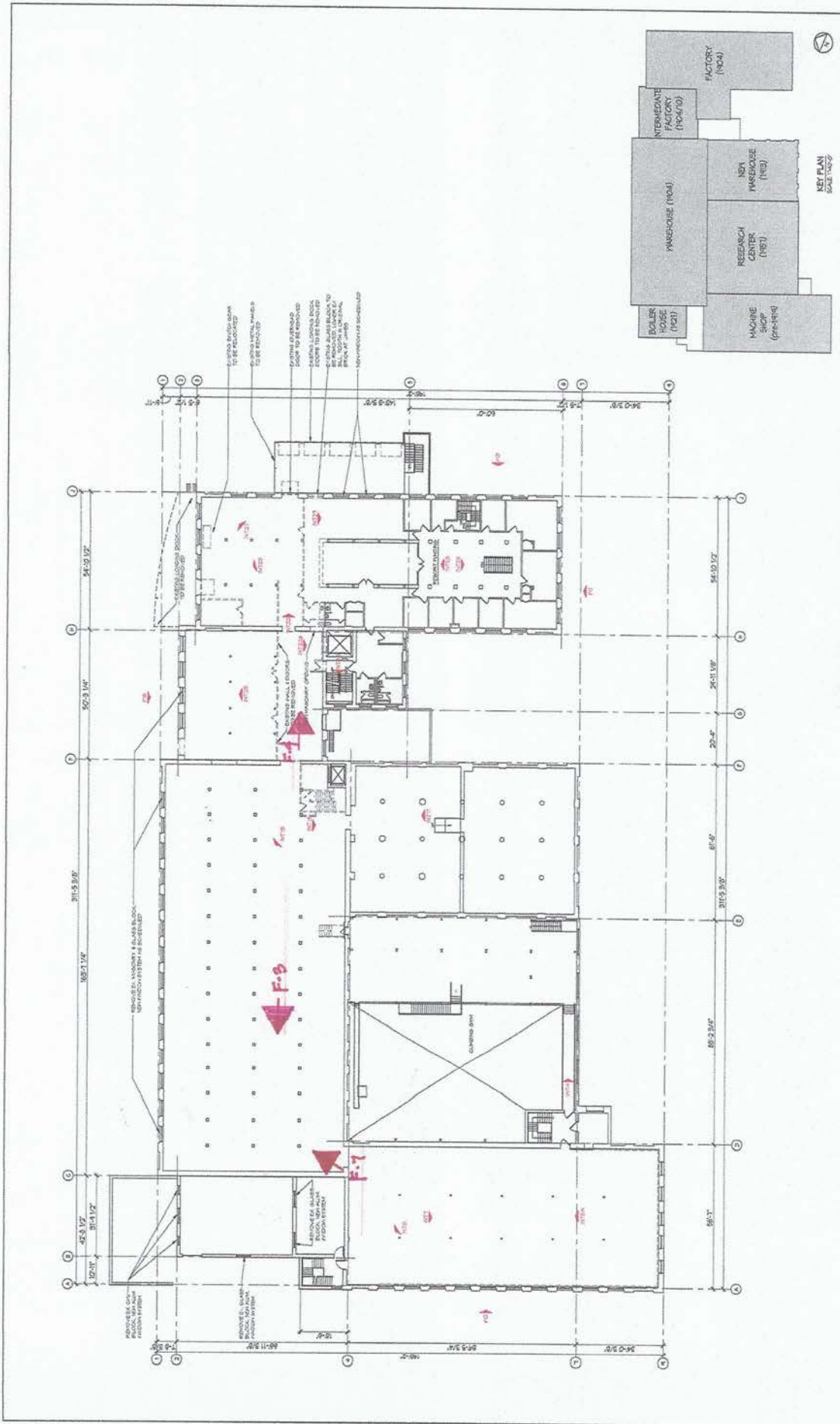
THE DESIGN OF THE NEW YORK STATE FISCAL HALLS AND THE UNIVERSITY OF THE STATE ARCHIVES, TO BE BUILT IN SYRACUSE, NEW YORK BY THE STATE OF NEW YORK.

**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	11/20/14
NO.	DATE	BY	DRWN
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KEY PLAN  
 SCALE 1/8"=1'-0"

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 PROFESSIONAL ENGINEERING  
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mac/knight  
 architects  
 212 north Franklin St  
 Syracuse, NY 13202  
 Phone: 315.486.2222  
 Fax: 315.486.2222



10 EXISTING SECOND FLOOR PLAN  
 SCALE: 1/8"=1'-0"

A-002



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



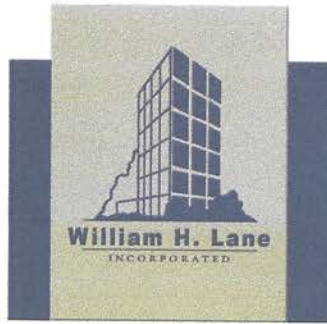
F-4 2nd FLOOR—PAINTED CONCRETE



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:

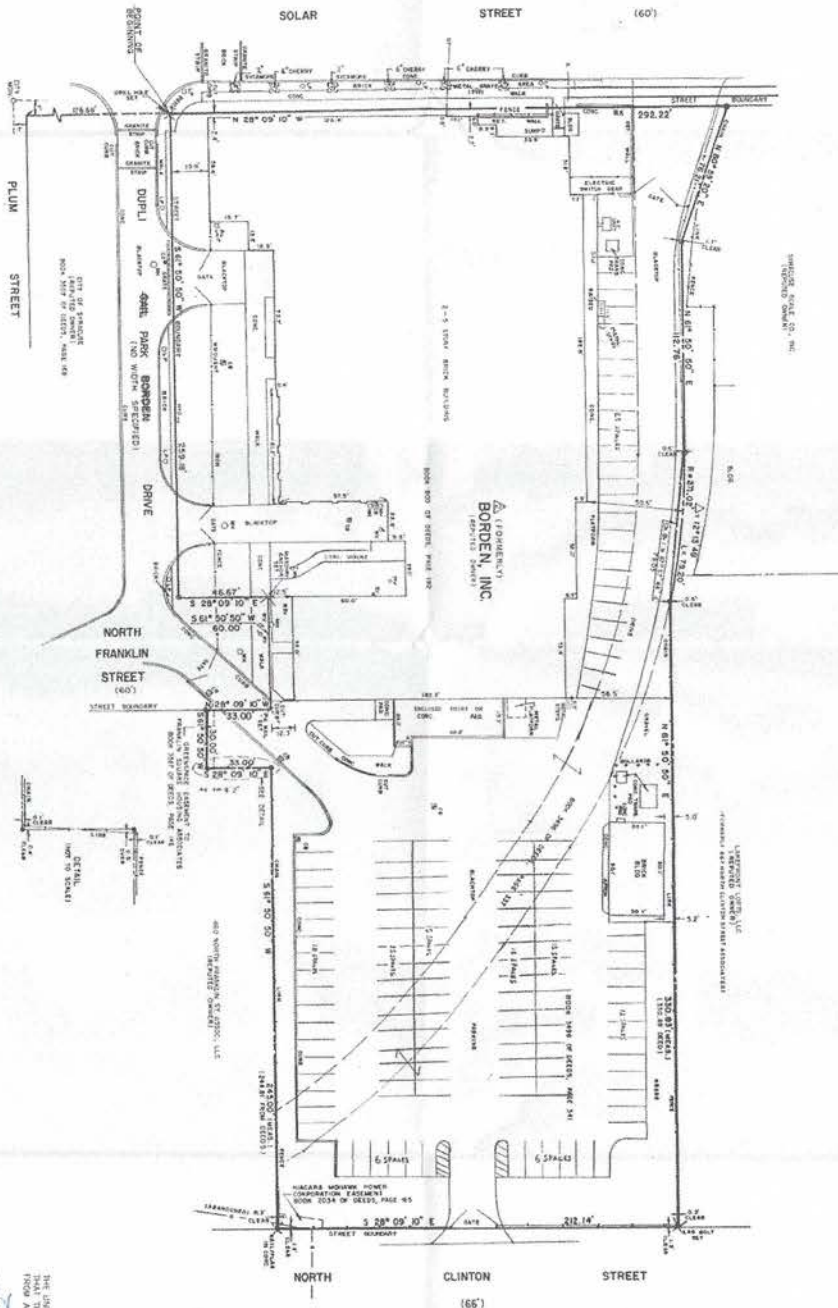
- > data used should be at the most 3 years old (maybe more recent depending upon location) and should be collected on Tuesday, Wednesday or Thursday during a typical week (no holidays/school is in session/no major construction in area) but this may change based on type of development
- > existing, future (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 or [NMilcarek-Burke@syrgov.net](mailto: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  
 LANDS OF  
**BORDEN, INC.**  
 SALUDA MARSH LOT 28

CITY OF STENOCH  
 LANDS OF BORDEN, INC.  
 SALUDA MARSH LOT 28

BRONX COUNTY, N.Y.  
 UNCLD 1X 2017  
 1:25

DATE: 11/15/17

THE INFORMATION AND CERTIFICATES THAT THIS IS A CORRECT MAP WERE FROM AN ACTUAL SURVEY.

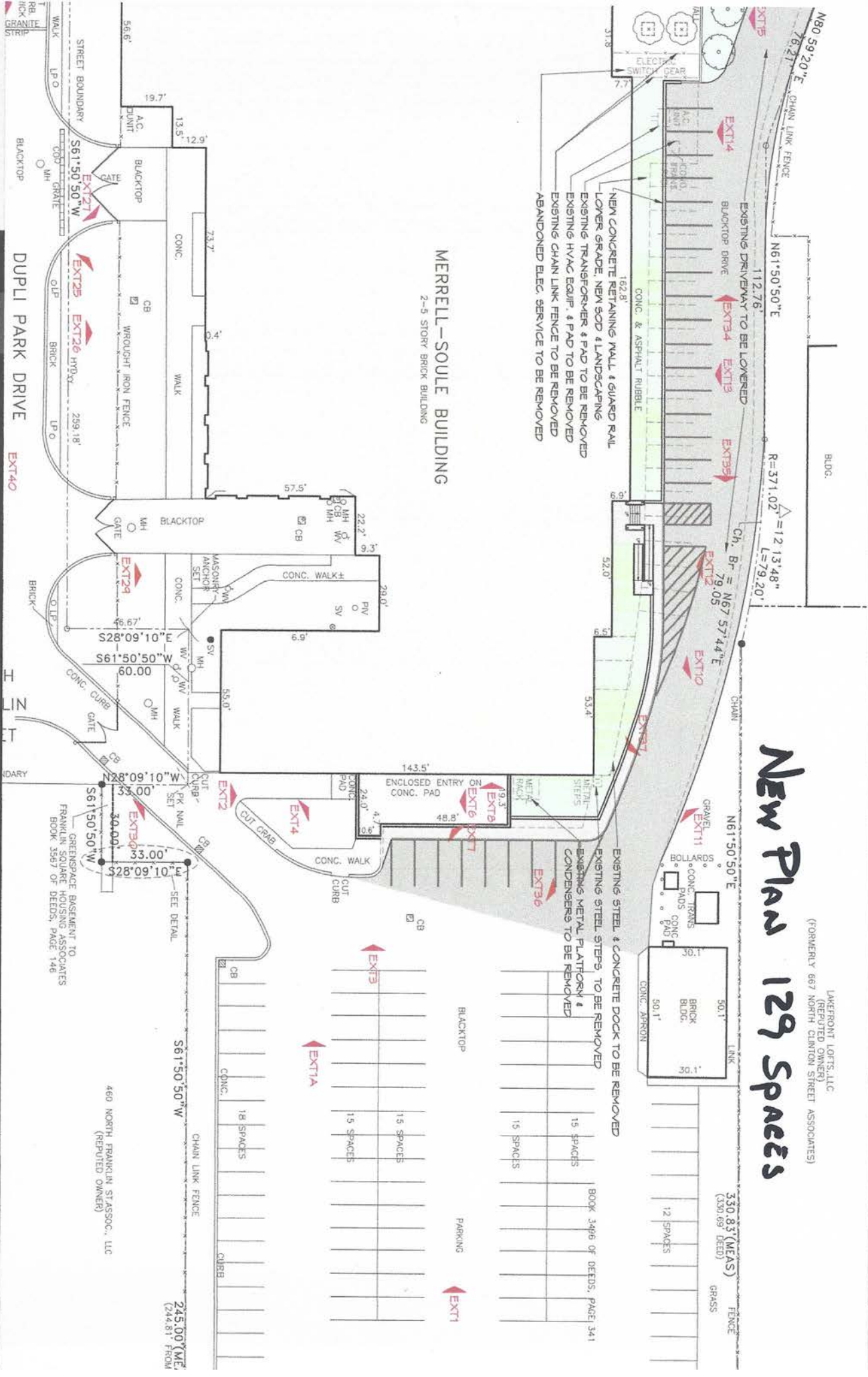
N.T.S. *[Signature]*



# New Plan 129 Spaces

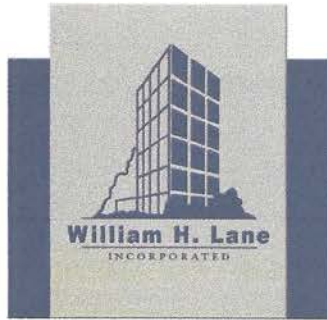
LAKEFRONT LOFTS, LLC  
 (REPUTED OWNER)  
 (FORMERLY 667 NORTH CLINTON STREET ASSOCIATES)

460 NORTH FRANKLIN ST ASSOC., LLC  
 (REPUTED OWNER)



## MERRELL-SOULE BUILDING

2-5 STORY BRICK BUILDING



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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

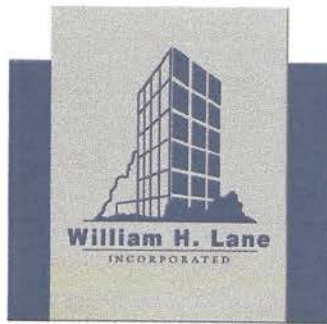
Kim,

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](mailto:rwatson@whlane.com)  
[whlane.com](http://whlane.com)



113 Court Street, Binghamton, NY 13901  
Voice: 607-775-0600 Fax: 607-775-3133  
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.

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## 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

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### 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.





113 Court Street, Binghamton, NY 13901  
Voice: 607-775-0600 Fax: 607-775-3133  
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**

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Appendix B.....	XRF Sequential Instrument Data
Appendix C.....	Drawings
Appendix D.....	Component Identification Sheets
Appendix E.....	Performance Characteristic Sheets
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## 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/cm<sup>2</sup> or above, according to the USHUD standard. Envoy reports lead-based paint levels in mg/cm<sup>2</sup> 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 <sup>3</sup>/<sub>8</sub> 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 <sup>2</sup>
Plaster	0.9 to 1.3 mg/cm <sup>2</sup>
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/cm<sup>2</sup> 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](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/cm<sup>2</sup>) 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/cm<sup>2</sup>. 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/cm<sup>2</sup> 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/cm<sup>2</sup>, or >0.0% by weight

NYS/USHUD: >/= 1.0 mg/cm<sup>2</sup>, 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 <sup>2</sup> )	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/cm<sup>2</sup>.

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/cm<sup>2</sup>. 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/cm<sup>2</sup>. These readings typically range from -0.1 mg/cm<sup>2</sup> to 0.3 mg/cm<sup>2</sup>.

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/cm<sup>2</sup>

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 <sup>2</sup> )	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 <sup>2</sup> )	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

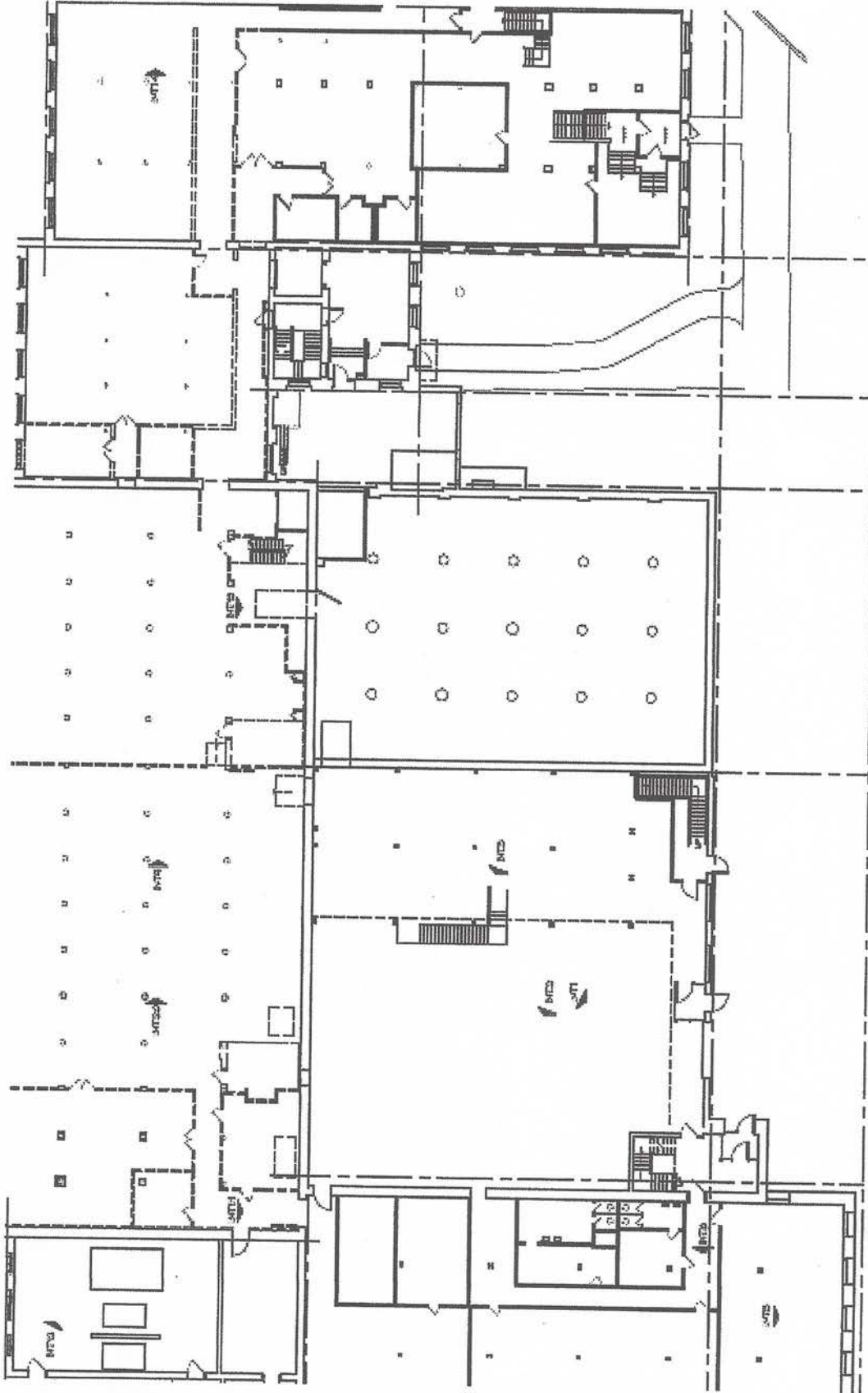
Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
87		CALIBRATION							-0.3	TC
88		CALIBRATION							-0.3	TC
----- End of Readings -----										





A

B



C

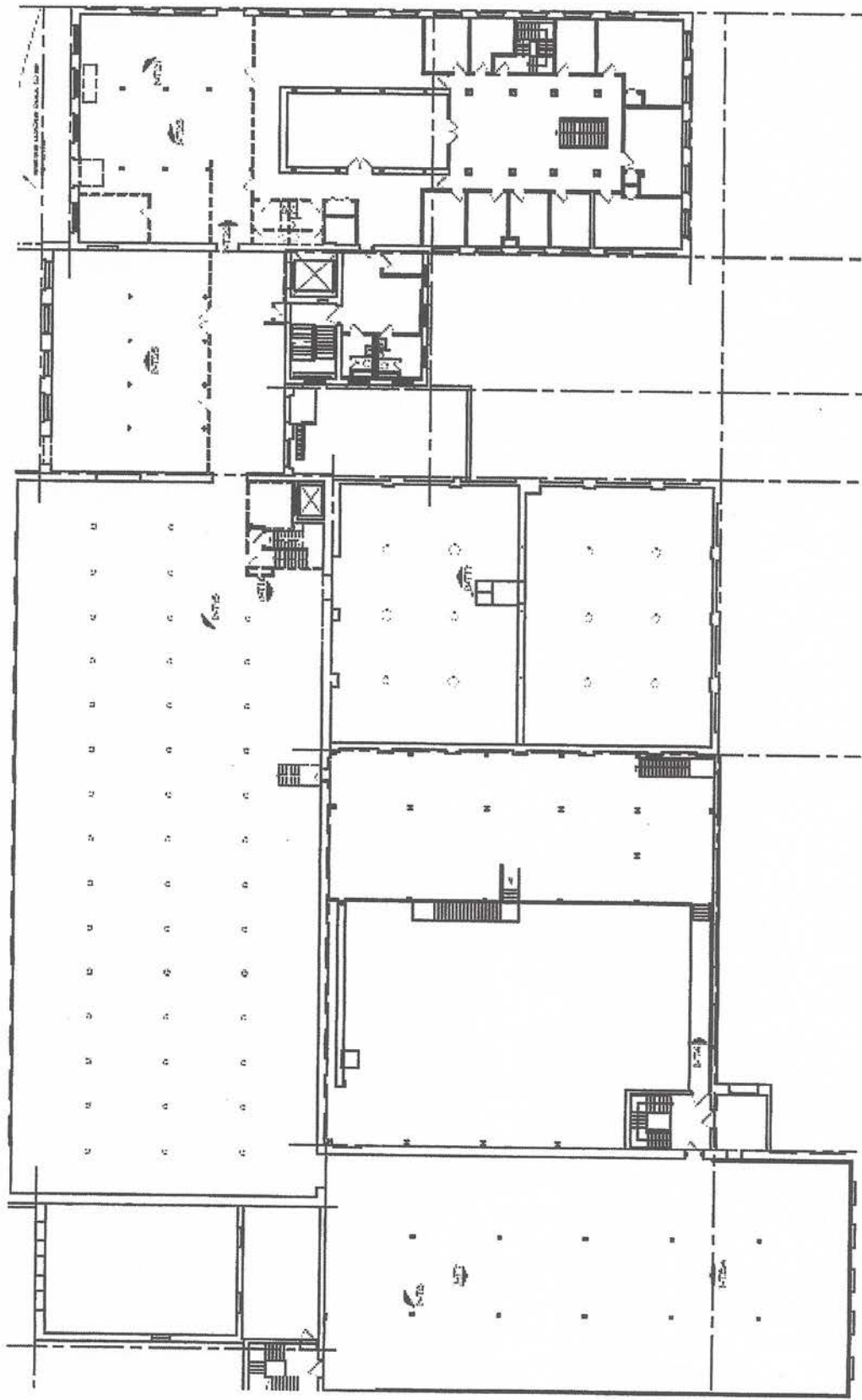
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Client: Paradigm, LLC  
 Location: 600 North Franklin Street, Syracuse, New York  
 Work Area: 1st Floor  
 Work Performed: Limited XRF-Paint Based Inspection  
 Date: December 13, 2019  
 Project #: E19-1492

**ENVOY**

*environmental consultants, inc.*

A



B

C

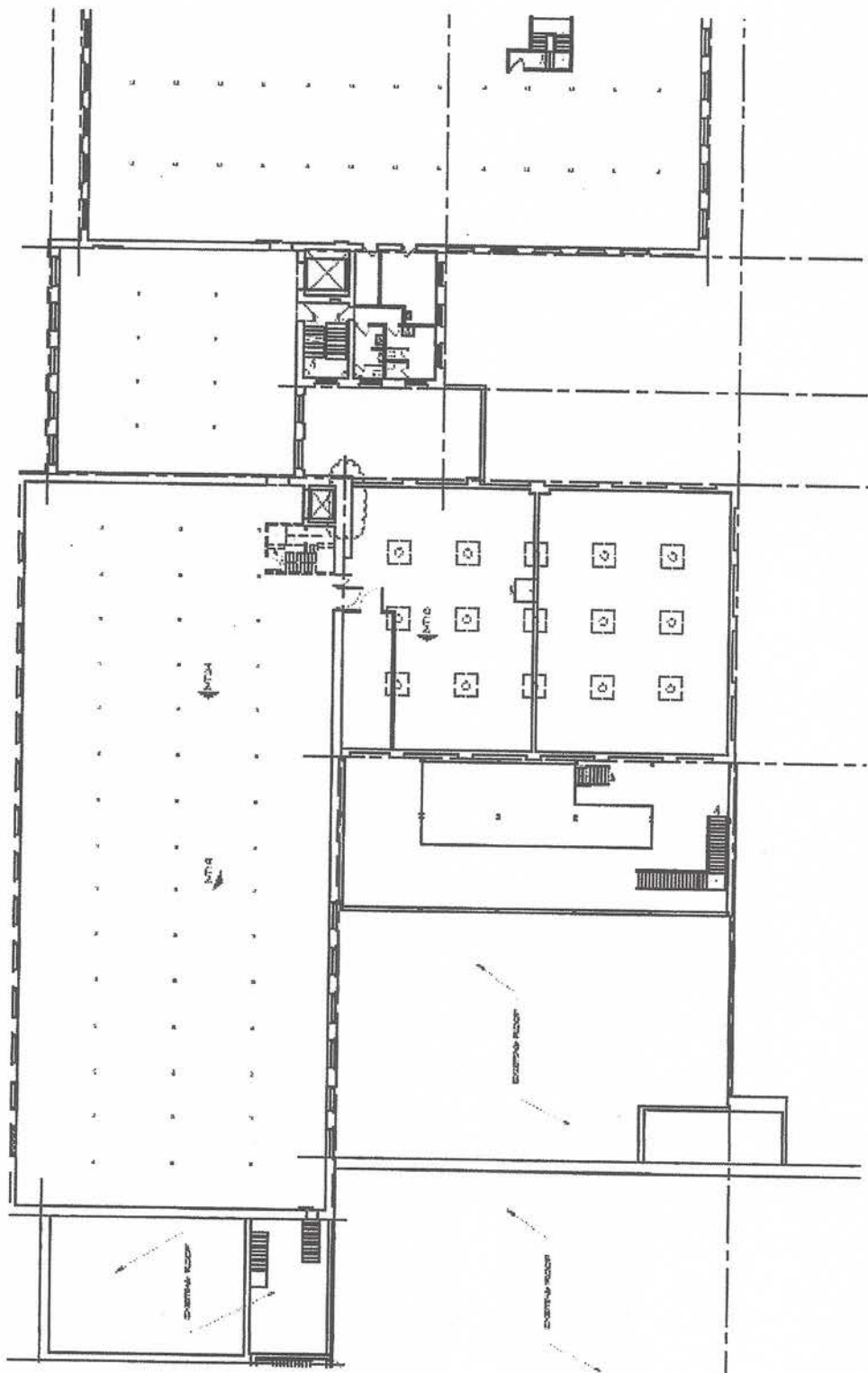
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 Location: 600 North Franklin Street, Syracuse, New York  
 Work Area: 2nd Floor  
 Work Performed: Limited XRF-Paint Based Inspection  
 Date: December 13, 2019  
 Project #: E19-1492

**ENVOY**  
*environmental consultants, inc.*

A

B



C

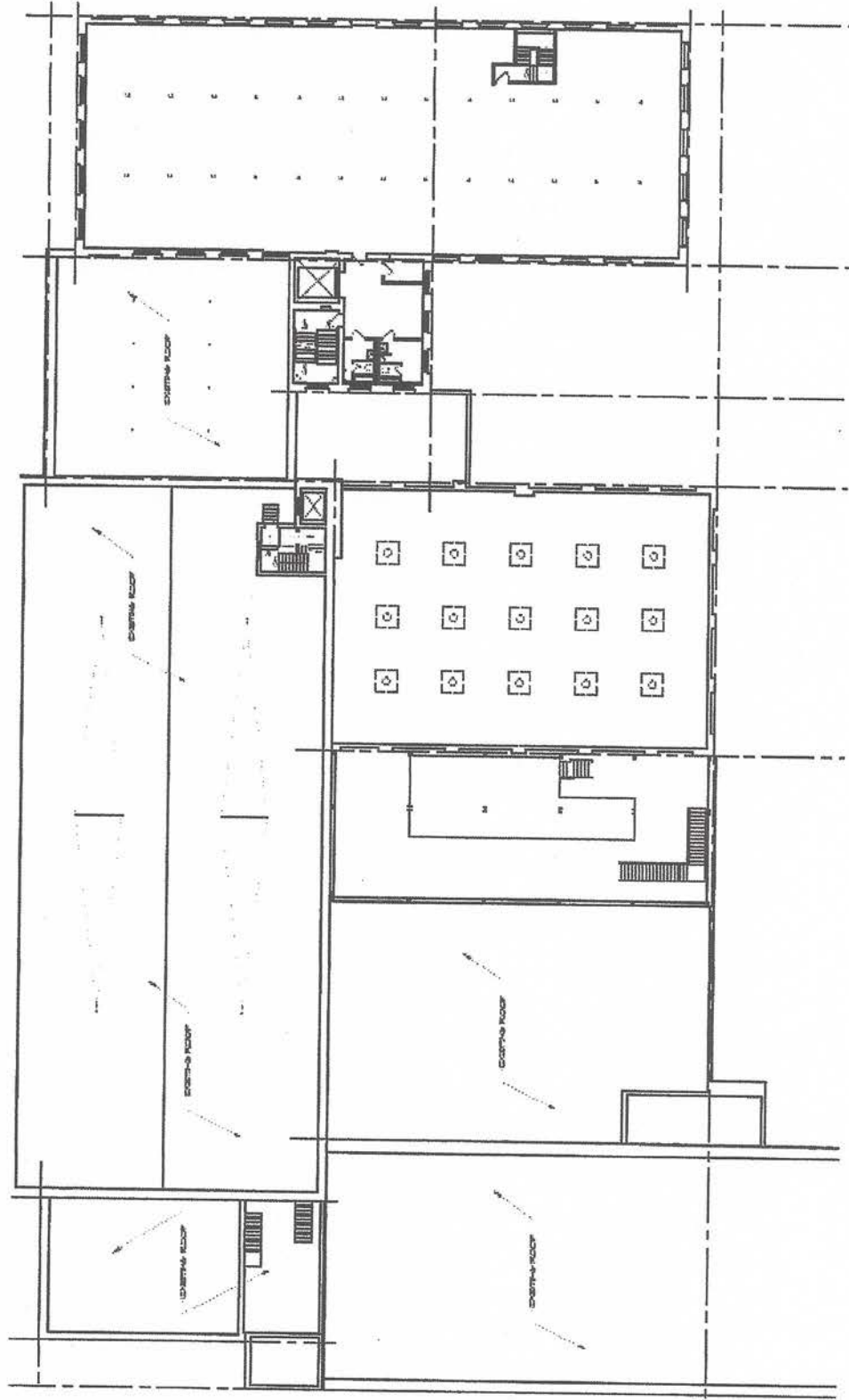
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Client: Paradigm, LLC  
 Location: 600 North Franklin Street, Syracuse, New York  
 Work Area: 3rd Floor  
 Work Performed: Limited XRF-Paint Based Inspection  
 Date: December 13, 2019  
 Project #: E19-1492

**ENVOY**

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A



B

C

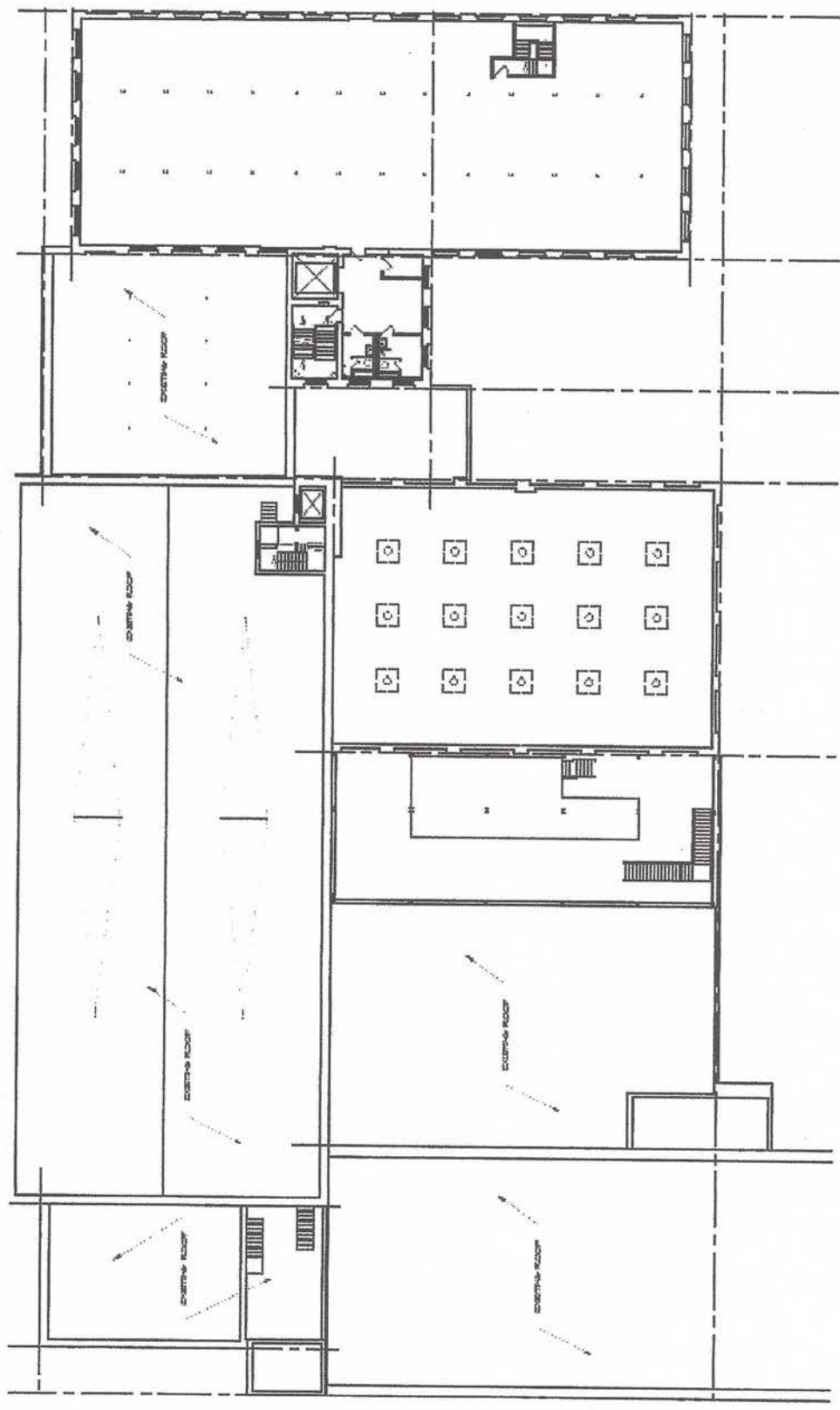
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Client: Paradigm, LLC  
 Location: 600 North Franklin Street, Syracuse, New York  
 Work Area: 4th Floor  
 Work Performed: Limited XRF-Paint Based Inspection  
 Date: December 13, 2019  
 Project #: E19-1492

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A



B

C

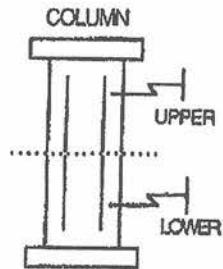
D

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

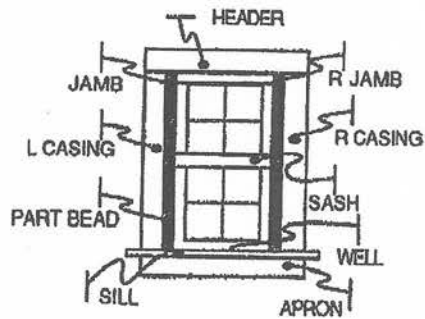
**ENVOY**  
*environmental consultants, inc.*



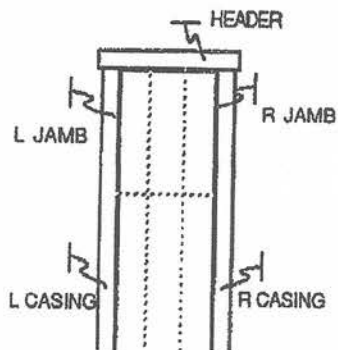
# XRF Component Identification Sheet



*Column Components*



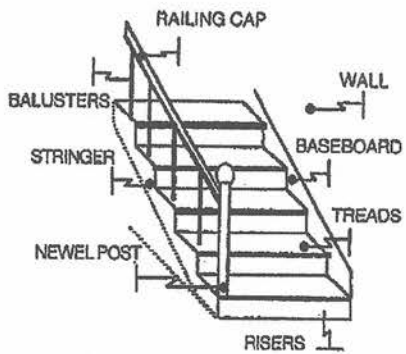
*Window Components*



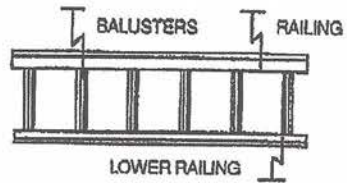
*Door Components*



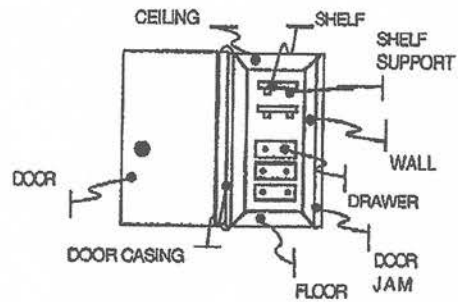
# XRF Component Identification Sheet



*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: *<sup>57</sup>Co*

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 <sup>2</sup> (inclusive)
---

#### SUBSTRATE CORRECTION:

For XRF results below 4.0 mg/cm<sup>2</sup>, 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 <sup>2</sup> )
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 <sup>2</sup> )
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/cm<sup>2</sup> in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm<sup>2</sup> 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/cm<sup>2</sup> 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/cm<sup>2</sup> 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/cm<sup>2</sup>. 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/cm<sup>2</sup> 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/cm<sup>2</sup> 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/cm<sup>2</sup> lead. Of these, one 30-second standard mode reading was less than 1.0 mg/cm<sup>2</sup> and none of the quick mode readings were less than 1.0 mg/cm<sup>2</sup>. 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 <sup>2</sup> )	PRECISION* (mg/cm <sup>2</sup> )
0.0 mg/cm <sup>2</sup>	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 <sup>2</sup>	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 <sup>2</sup>	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 <sup>2</sup>	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](http://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

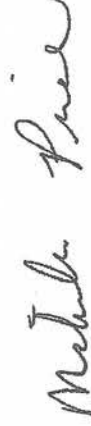
This certification is valid from the date of issuance and expires May 03, 2021

LBP-2017-1

Certification #

March 13, 2018

Issued On



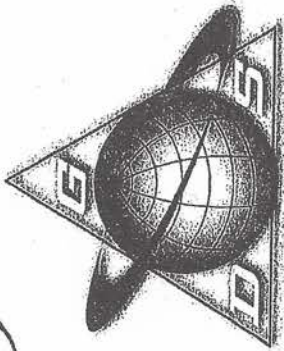
Michelle Price, Chief

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

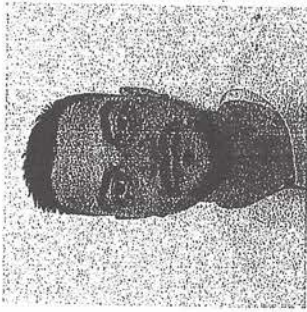
Authorized by: \_\_\_\_\_

A stylized, cursive signature in black ink, appearing to read 'SN'.

*Sandi Nemecek*  
President

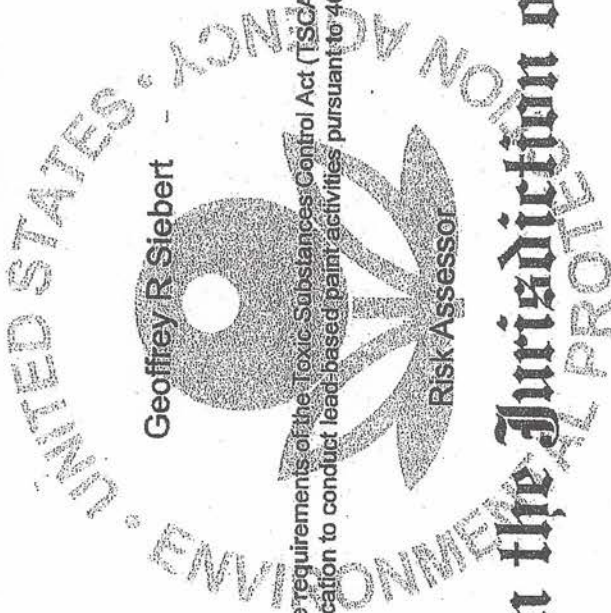
# United States Environmental Protection Agency

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

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



## Table of Contents

Section	Topic	Page
1	Project Information	3
2	Project Overview	4
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## Section #1: Project Information

<b>Project Description:</b>	Asbestos Pre-Renovation Survey 600 North Franklin Street Syracuse, New York 13204
<b>Client:</b>	<b>WH Lane Construction</b> 113 Court Street Binghamton, New York 13901 Mr. Mark Lane <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>
<b>Survey Performed by:</b>	<b>Paradigm Environmental, LLC.</b> 6950 East Genesee Street Fayetteville, New York 13066 315.455.2714 (phone) 315.455.3022 (fax) NYS DOL Asbestos Handling License 130569
<b>Bulk Sampling Performed by:</b>	Mitchell Blackwell NYSDOL Certificate AH17.25242
<b>Dates Performed:</b>	November 26 & December 3, 2019
<b>PLM Friable Bulk Sample Analysis Performed by:</b>	<b>Paradigm Environmental, LLC.</b> 6950 East Genesee Street Fayetteville, New York 13066 NYS DOH ELAP #11555
<b>PLM/TEM NOB Bulk Sample Analysis Performed by:</b>	<b>Paradigm Environmental Services, Inc.</b> 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 <sup>nd</sup> Floor Vacant Space Bottom Flooring Layer	Intact	1-4	ACM	7,200 square feet	NOB
Yellow Floor Tile Mastic	2 <sup>nd</sup> Floor Vacant Space on Top of ACM Floor Tiles	Intact	5, 6	ACM		NOB
12"x12" Floor Tiles	2 <sup>nd</sup> Floor Vacant Space on Top of ACM Floor Tiles	NA	7, 8	No Asbestos Detected	0	NOB
Grout	2 <sup>nd</sup> 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 <sup>nd</sup> 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 <sup>nd</sup> 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 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor Vacant Space, West End of 3 <sup>rd</sup> Floor (Between 2 <sup>nd</sup> & 3 <sup>rd</sup> Floor)	Intact	31-36, 84-86	ACM	150 linear feet	Friable
Drywall & Joint Compound	1 <sup>st</sup> Floor Storage Area, 2 <sup>nd</sup> 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 <sup>st</sup> Floor Storage Area	Intact	46-49	ACM	6,000 square feet	NOB
Gray, White 12"x12" Floor Tiles w/Yellow & Gray Mastic	1 <sup>st</sup> Floor Storage Area	NA	50-55	Trace	0	NOB
2'x4' Ceiling Tiles	1 <sup>st</sup> & 2 <sup>nd</sup> Floor	NA	65, 66, 78, 79	No Asbestos Detected	0	Friable
White 12"x12" Floor Tiles	2 <sup>nd</sup> Floor Printing Area	NA	80, 81	No Asbestos Detected	0	NOB
Tan/Black Fiberglass Insulation Backing	2 <sup>nd</sup> 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 <sup>rd</sup> Floor-Storage Area	NA	87, 88	No Asbestos Detected	0	NOB
Brown Fiberglass Insulation	5 <sup>th</sup> Floor Storage Area Walls	NA	89, 90	No Asbestos Detected	0	Friable
<b>Black Tar Coating</b>	<b>5<sup>th</sup> Floor Storage Area Walls-Coating on Brown Fiberglass Insulation</b>	<b>Intact</b>	<b>93, 94</b>	<b>ACM</b>	<b>8,000 square feet</b>	<b>NOB</b>
Silver Coat	5 <sup>th</sup> 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 <sup>nd</sup> Floor Vacant Space-Bottom Flooring Layer	Intact	1-4	ACM	7,200 square feet	NOB
Yellow Floor Tile Mastic	2 <sup>nd</sup> Floor Vacant Space on Top of ACM Floor Tiles	Intact	5, 6	ACM		NOB
Yellow Cove Base Mastic	2 <sup>nd</sup> Floor Printing Area/Storage	Intact	77	ACM	15 square feet	NOB
TSI & Elbows	1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor Vacant Space, West End of 3 <sup>rd</sup> Floor (Between 2 <sup>nd</sup> & 3 <sup>rd</sup> Floor)	Intact	31-36, 84-86	ACM	150 linear feet	Friable
Olive Green 12"x12" Floor Tiles & Black Mastic	1 <sup>st</sup> Floor Storage Area	Intact	46-49	ACM	6,000 square feet	NOB
Tan/Black Fiberglass Insulation Backing	2 <sup>nd</sup> Floor Above Suspended Ceiling on Fiberglass Insulated Pipes	Intact	82, 83	No Asbestos Detected	1,000 linear feet	NOB
Black Tar Coating	5 <sup>th</sup> 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**  
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### 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](mailto: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 <sup>nd</sup> Floor - Vacant Space - 1 <sup>st</sup> Layer Bottom)	Yes	3.6% Chrysotile	NOB PLM
2	18025	Black Mastic (2 <sup>nd</sup> Floor - Vacant Space - 1 <sup>st</sup> Layer Bottom)	SAFP	Sample Not Analyzed	NOB Prep
3	18029	White 9x9 Tile (2 <sup>nd</sup> Floor - Vacant Space - 1 <sup>st</sup> Layer Bottom)	Yes	3.4% Chrysotile	NOB PLM
4	18030	White 9x9 Tile (2 <sup>nd</sup> Floor - Vacant Space - 1 <sup>st</sup> 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 <sup>nd</sup> Floor - Vacant Space - 2 <sup>nd</sup> Layer Top)	Yes	1.3% Chrysotile	NOB PLM/TEM
6	18032	Yellow Adhesive (2 <sup>nd</sup> Floor - Vacant Space - 2 <sup>nd</sup> Layer Top)	SAFP	Stop Positive No TEM	NOB PLM
7	18033	White 12x12 Tile (2 <sup>nd</sup> Floor - Vacant Space - 2 <sup>nd</sup> Layer Top)	No	No Asbestos Detected	NOB PLM/TEM
8	18034	White 12x12 Tile (2 <sup>nd</sup> Floor - Vacant Space - 2 <sup>nd</sup> Layer Top)	No	No Asbestos Detected	NOB PLM/TEM
9	18035	Gray Grout (2 <sup>nd</sup> Floor - Vacant Space)	No	No Asbestos Detected	Friable PLM
10	18036	Gray Grout (2 <sup>nd</sup> Floor - Vacant Space)	No	No Asbestos Detected	Friable PLM
11	18037	Yellow Cove Base Adhesive (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	NOB PLM/TEM
12	18038	Yellow Cove Base Adhesive (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	NOB PLM/TEM
13	18039	Black Cove Base (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	NOB PLM/TEM



# PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
14	18040	Black Cove Base (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	NOB PLM/TEM
15	1801	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
16	18042	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
17	18043	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
18	18044	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
19	18045	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
20	18046	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
21	18047	Gray Plaster (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
22	18048	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM





# PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
23	18049	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
24	18050	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
25	18051	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
26	18052	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
27	18053	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
28	18054	White Skim Coat (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
29	18055	Black Caulk (2 <sup>nd</sup> Floor - Vacant Area - Walls)	No	No Asbestos Detected	NOB PLM/TEM
30	18056	Black Caulk (2 <sup>nd</sup> Floor - Vacant Area - Walls)	No	No Asbestos Detected	NOB PLM/TEM
31	18057	Gray TSI (2 <sup>nd</sup> Floor - Vacant Area)	Yes	57.14% Chrysotile	Friable PLM



Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
32	18058	Gray TSI (2 <sup>nd</sup> Floor - Vacant Area)	SAFP		
33	18059	Gray TSI (2 <sup>nd</sup> Floor - Vacant Area)	SAFP		
34	18060	Gray Mud Elbows (2 <sup>nd</sup> Floor - Vacant Area)	Yes	36.36% Chrysotile	Friable PLM
35	18061	Gray Mud Elbows (2 <sup>nd</sup> Floor - Vacant Area)	SAFP		
36	18062	Gray Mud Elbows (2 <sup>nd</sup> Floor - Vacant Area)	SAFP		
37	18063	White Drywall (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
38	18064	White Drywall (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
39	18065	White Drywall (2 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
40	18066	White Joint Compound (2 <sup>nd</sup> 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 <sup>nd</sup> Floor - Vacant Area)	No	No Asbestos Detected	Friable PLM
42	18068	White Joint Compound (2 <sup>nd</sup> 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	<i>Black Mastic (1<sup>st</sup> Floor - Storage Area)</i>	<i>Yes</i>	<i>3.5% Chrysotile</i>	<i>NOB PLM</i>
47	18073	<i>Black Mastic (1<sup>st</sup> Floor - Storage Area)</i>	<i>SAFP</i>	<i>Sample Not Analyzed</i>	<i>NOB Prep</i>
48	18074	Olive 12x12 Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
49	18075	<i>Olive 12x12 Tile (1<sup>st</sup> Floor - Storage Area)</i>	<i>Yes</i>	<i>27% Chrysotile</i>	<i>NOB PLM/TEM</i>





# PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
50	18076	Yellow/Gray Floor Tile Adhesive (1 <sup>st</sup> Floor - Storage Area)	Trace	<1.0% Chrysotile	NOB PLM/TEM
51	18077	Yellow/Gray Floor Tile Adhesive (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
52	18078	Gray 12x12 Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
53	18079	Gray 12x12 Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
54	18080	White 12x12 Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
55	18081	White 12x12 Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
56	18082	White/Gray Drywall (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
57	18083	White/Gray Drywall (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
58	18084	White/Gray Drywall (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM



# PARADIGM

ENVIRONMENTAL, LLC.

Field ID	Lab ID	Sample Description	Asbestos Present?	Analytical Result	Analysis Performed
59	18085	White Joint Compound (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
60	18086	White Joint Compound (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
61	18087	Blue Cove Base (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
62	18088	Blue Cove Base (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
63	18089	Brown Cove Base Adhesive (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
64	18090	Brown Cove Base Adhesive (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
65	18091	Gray/White 2x4 Ceiling Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM/TEM
66	18092	Gray/White 2x4 Ceiling Tile (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM/TEM
67	18093	White Joint Compound (1 <sup>st</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM



**PARADIGM**  
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](mailto: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

<b>Client:</b> WH Lane Construction		<b>Project Number:</b>	<b>Sampled by:</b> Mitchell Blackwell/Paradigm
<b>Project Description:</b> 600 North Franklin Street		<b>Report Number:</b> 2213-19S	<b>Certificate Number:</b>
<b>Project Location:</b> Syracuse, New York 13204		<b>Date Sampled:</b> Tuesday, November 26, 2019	<b>Date Received at Lab:</b> Tuesday, November 26, 2019
<b>Client Name:</b> Mr. Mark Lane	<b>Client Contact:</b> <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>	<b>Date Analyzed:</b> Tuesday, December 3, 2019	<b>Date Reported:</b> 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

<b>Analyzed by:</b> Ms. Krista Davis - Analyst	<b>Date:</b> 12/3/2019	<b>Approved by:</b> 	<b>Date:</b> 12/4/19
Analyzed by NYSDOH ELAP #11555		Ms. Katie Joyce - Technical Laboratory Director	

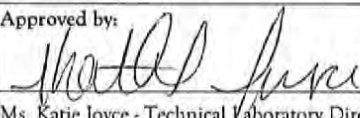
Disclaimer: EPA NYS Friable 198.1 Polarized Light Microscope Methods for Identifying and Quantitating Asbestos in Bulk Samples. Polarized Light Microscopy is not reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy (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: <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>	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

<b>Client:</b> WH Lane Construction		<b>Project Number:</b>	<b>Sampled by:</b> Mitchell Blackwell/Paradigm
<b>Project Description:</b> 600 North Franklin Street		<b>Report Number:</b> 2213-19S	<b>Certificate Number:</b>
<b>Project Location:</b> Syracuse, New York 13204		<b>Date Sampled:</b> Tuesday, November 26, 2019	<b>Date Received at Lab:</b> Tuesday, November 26, 2019
<b>Client Name:</b> Mr. Mark Lane	<b>Client Contact:</b> <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>	<b>Date Analyzed:</b> Tuesday, December 3, 2019	<b>Date Reported:</b> 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

<b>Analyzed by:</b> Ms. Krista Davis - Analyst	<b>Date:</b> 12/3/2019	<b>Approved by:</b> <i>Katie Joyce</i>	<b>Date:</b> 12/4/19
Analyzed by NYSDOH ELAP #11555		Ms. Katie Joyce - Technical Laboratory Director	

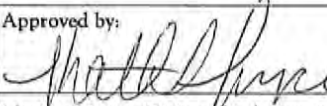
Disclaimer: EPA NYS Friable 198.1 Polarized Light Microscope Methods for Identifying and Quantitating Asbestos in Bulk Samples. Polarized Light Microscopy is not reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy (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: <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>	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  
**Results To:** kjoyce@paradigmenvllc.com  
**Date Sampled:** 11-26-19  
**Project Location:** 600 North Franklin Street, Syracuse, NY

**Contact:** Mark Lane  
**Email Address for Data:** mlane@whlane.com  
**Turn Around Time:** 1  2  3  5  Other   
**Paradigm Project Number:** 2213-19S

**OFFICE USE ONLY**  
**Lab Job #:** 2213-19S  
**Page:** 1 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		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:** [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  
**Received By:** [Signature] **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.

**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



**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 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](mailto:mlane@whlane.com)

Results To: [kjoyce@paradigmenvllc.com](mailto: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	#3607N
2		18038				
3		18039		Black	cover base	
4		18040				
5	X	18041		Plaster	gley	3600SF
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

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# 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 3 of 7

Date Logged In: 11/26/19

Logged In By: Kmd

**Client:** WH Lane Construction  
6950 East Genesee Street, Fayetteville, New York 13066

**Contact:** Mark Lane  
Email Address for Data: mlane@whlane.com

**Phone Number:** 607.775.0600

**Results To:** kjoyce@paradigmenvllc.com  
kdavis@paradigmenvllc.com

**Date Sampled:** 11-26-19

**Paradigm Project Number:** 2213-19S

**Project Location:** 600 North Franklin Street, Syracuse, NY

**Client Mailing Address:** 113 Court Street  
Binghamton, NY 13901

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. Meast	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

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# 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 kdavis@paradigmenvllc.com Date Sampled: 11-26-19	Contact: Mark Lane Email Address for Data: mlane@whlane.com Turn Around Time: 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> Other <input type="checkbox"/> Paradigm Project Number: 2213-195	OFFICE USE ONLY Lab Job #: 2213-195 Page 4 of 7 Date Logged In: 11/26/19 Logged In By: Knd
113 Court Street Binghamton, NY 13901	Project Location: 600 North Franklin Street, Syracuse, NY		

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	---

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:** [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

**Analytical Comments:**

**TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY:** 67

\*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

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   
**kdavis@paradigmenvllc.com**  
 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: *[Signature]* Date: **11/26/19 1522**  
 Received By: **Krista M. Davis** 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.  
 \*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)

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:** WH Lane Construction  
**Phone Number:** 607.775.0600  
**Results To:** kjoyce@paradigmenvllc.com  
 kdavis@paradigmenvllc.com  
**Date Sampled:** 11-26-19  
**Project Location:** 600 North Franklin Street, Syracuse, NY

**Contact:** Mark Lane  
**Email Address for Data:** mlane@whlane.com  
**Turn Around Time:**  1  2  3  5  Other   
**Paradigm Project Number:** 2213-19S

**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)
1		18077	Storage area 15 ft floor	Yellow/grey	floor tile adhesive	150sf
2		18078		grey	12x12 tile	150sf
3		18079		White		
4		18080		White	12x12 tile	300sf
5		18081				
6	X	18082		White/grey	Drywall	f
7	X	18083				f
8	X	18084				f
9	X	18085		White	Joint compound	f
10	X	18086				f

**Sampled By:** [Signature] **Date:** 11-26-19  
**Transported to Paradigm By:** [Signature] **Date:** 11-20-19  
**Received By & Relinquished By:** [Signature] **Date:** 11/26/19 1500  
**Received By:** Kristina M. Davis **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



179 Lake Avenue, Rochester, New York 14608  
 1815 Love Road, Grand Island, New York 14072  
 6950 East Genesee Street, Fayetteville, New York 13066

**PARADIGM**  
 ENVIRONMENTAL, LLC

6950 East Genesee Street  
 Fayetteville, New York 13066  
 315.455.2714 (phone)  
 315.455.3022 (fax)

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: **2213-195**

Project Location: **600 North Franklin Street, Syracuse, NY**

**OFFICE USE ONLY**  
 Lab Job #: **2213-195**  
 Page **7** 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)
61		18087	Storage area bsd floor	Blue	concrete	SoLF
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.

**Analytical Comments:**

**TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY:** **67**

Sampled By: *M. Taylor* Date: **11-26-19**  
 Transported to Paradigm By: *M. Taylor* Date: **11-26-19**  
 Received By & Relinquished By: *Christina M. Kavin* Date: **11/26/19 1522**  
 Received By: \_\_\_\_\_ Date: \_\_\_\_\_

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%

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 No Symbol in the NOB column denotes sample analyzed by ELAP Method 198.1 (PLM).  
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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).



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:** 2 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 %
11	100858	2nd Floor Vacant Area	Yellow Cove Base Adhesive	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
12	100859	2nd Floor Vacant Area	Yellow Cove Base Adhesive	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
13	100860	2nd Floor Vacant Area	Black Cove Base	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
14	100861	2nd Floor Vacant Area	Black Cove Base	Inconclusive No Asbestos Detected	0%	✓	None Detected	<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.  
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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 600/4-02-020 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-156094-87  
TEM Analyst: M. Lochner  
TEM Date Analyzed: 12/5/2019

Laboratory Results Approved By: *Fernanda Weinman*  
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:** 3 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 %
29	100862	2nd Floor Vacant Area Walls	Black Caulk	Inconclusive No Asbestos Detected	0%	√	None Detected	<1.0%	None Detected	100%
30	100863	2nd Floor Vacant Area Walls	Black Caulk	Inconclusive No Asbestos Detected	0%	√	None Detected	<1.0%	None Detected	100%

**KEY TO NOB COLUMN SYMBOLS**  
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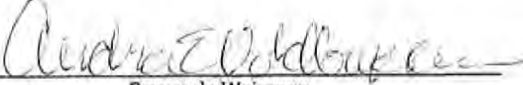
PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.") or EPA 600/M4-82-020 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:** 12/3/2019

**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 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:** 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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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: JOBI-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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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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 # 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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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-156094-87  
 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](mailto: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 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
69	18367	Gray Drywall (2 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
70	18368	Gray Drywall (2 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
71	18369	White Joint Compound (2 <sup>nd</sup> 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 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
73	18371	White Joint Compound (2 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	Friable PLM
74	18372	Blue/Brown Cove Base (2 <sup>nd</sup> Floor - By Small Stairs)	NA	<1.0% Residue Remaining, PLM & TEM Not Required	NOB Prep
75	18373	Yellow Cove Base Adhesive (2 <sup>nd</sup> Floor - By Small Stairs)	No	No Asbestos Detected	NOB PLM/TEM
76	18374	White/Brown Cove Base (2 <sup>nd</sup> Floor - Printing Area/Storage)	No	No Asbestos Detected	NOB PLM/TEM
<b>77</b>	<b>18375</b>	<b>Yellow Cove Base Adhesive (2<sup>nd</sup> Floor - Printing Area/Storage)</b>	<b>Yes</b>	<b>9.1% Actinolite/ Tremolite</b>	<b>NOB PLM/TEM</b>
78	18376	Gray 2x4 Ceiling Tile (2 <sup>nd</sup> Floor - Printing Area)	No	No Asbestos Detected	Friable PLM/TEM
79	18377	Gray 2x4 Ceiling Tile (2 <sup>nd</sup> Floor - Printing Area)	No	No Asbestos Detected	Friable PLM/TEM
80	18378	White 12x12 Floor Tile (2 <sup>nd</sup> 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 <sup>nd</sup> Floor – Printing Area)	No	No Asbestos Detected	NOB PLM/TEM
82	18380	Tan/Black Insulation Backing (2 <sup>nd</sup> Floor – Above Drop Ceiling on Pipes)	Yes	4.3% Chrysotile	NOB PLM/TEM
83	18381	Tan/Black Insulation Backing (2 <sup>nd</sup> Floor – Above Drop Ceiling on Pipes)	SAFP	Not Analyzed by TEM	NOB PLM
84	18382	Tan/Gray TSI (3 <sup>rd</sup> Floor – Storage Area)	Yes	44.44% Chrysotile	Friable PLM
85	18383	Tan/Gray TSI (3 <sup>rd</sup> Floor – Storage Area)	SAFP		
86	18384	Tan/Gray TSI (3 <sup>rd</sup> Floor – Storage Area)	SAFP		
87	18385	Black Mastic/Cork (3 <sup>rd</sup> Floor – Storage Area)	NA	<1.0% Residue Remaining, PLM & TEM Not Required	NOB Prep
88	18386	Black Mastic/Cork (3 <sup>rd</sup> Floor – Storage Area)	NA	<1.0% Residue Remaining, PLM & TEM Not Required	NOB Prep
89	18387	Brown Insulation (5 <sup>th</sup> 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 <sup>th</sup> Floor - Storage Area)	No	No Asbestos Detected	Friable PLM
91	18389	Silvercoat (5 <sup>th</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
92	18390	Silvercoat (5 <sup>th</sup> Floor - Storage Area)	No	No Asbestos Detected	NOB PLM/TEM
<b>93</b>	<b>18391</b>	<b>Black Tar (5<sup>th</sup> Floor - Storage Area)</b>	<b>Yes</b>	<b>14% Chrysotile</b>	<b>NOB PLM</b>
<b>94</b>	<b>18392</b>	<b>Black Tar (5<sup>th</sup> Floor - Storage Area)</b>	<b>SAFP</b>	<b>Not Analyzed</b>	<b>NOB Prep</b>

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](mailto: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: <a href="mailto:mlane@whlane.com">mlane@whlane.com</a>	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



**PARADIGM**  
ENVIRONMENTAL, LLC.

179 Lake Avenue, Rochester, New York 14608  
1815 Love Road, Grand Island, New York 14072  
X 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)	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 <input type="checkbox"/>	Office Use Only Lab Job #: 2240-195 Page 1 of 3 Date Logged In: 12/3/19 Logged In By: SL
Client Mailing Address: 113 Court Street Binghamton, NY 13901	Project Location: 600 North Franklin Street, Syracuse, NY	
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"/> Other <input type="checkbox"/>	
Date Sampled: 12-3-19	Paradigm Project Number: 2240-195	

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	<del>Basement</del>			f
7		18372	Drywall stairs	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.

**Analytical Comments:**

**TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY:** 27

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 12:30
Received By: [Signature] Date:

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



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: 600 North Franklin Street, Syracuse, NY

Contact: Mark Lane  
Email Address for Data: mlane@whlane.com  
Turn Around Time:  1  2  3  5  Other   
Paradigm Project Number: 2246-195

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 #: 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)
78		18374	2nd floor printing press	grey	2x4 ceiling tile	500sf
79		18377		white	floor tile	500sf
80		18378		white	floor tile	20sf
81		18380		white	floor tile	1
82		18381	2nd floor above drop ceiling	tan/black	Insulation Backing	500sf
83		18382	1st floor storage area	white	floor tile	500sf
84	X	18383	3rd story storage area	tan/grey	TST	10LN
85	X	18384		white	floor tile	1
86	X	18384		white	floor tile	1
87		18385	3rd story storage area	Black	Mastic/coat	20sf

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: [Signature] Date: 12-3-19

Transported to Paradigm By: [Signature] Date: 12-3-19

Received By & Relinquished By: [Signature] Date: 12/3/19 12:30

Received By: [Signature] 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



**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	5500 SF
3	90	18388		L	L	
4	91	18389		Silver	Silver coat	L
5	92	18390		L	L	
6	93	18391		Black	Fat	1500 SF
7	94	18392		L	L	1500 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).  
 ✓ 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.  
 √ 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 (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.  
 \*\* 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." 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**

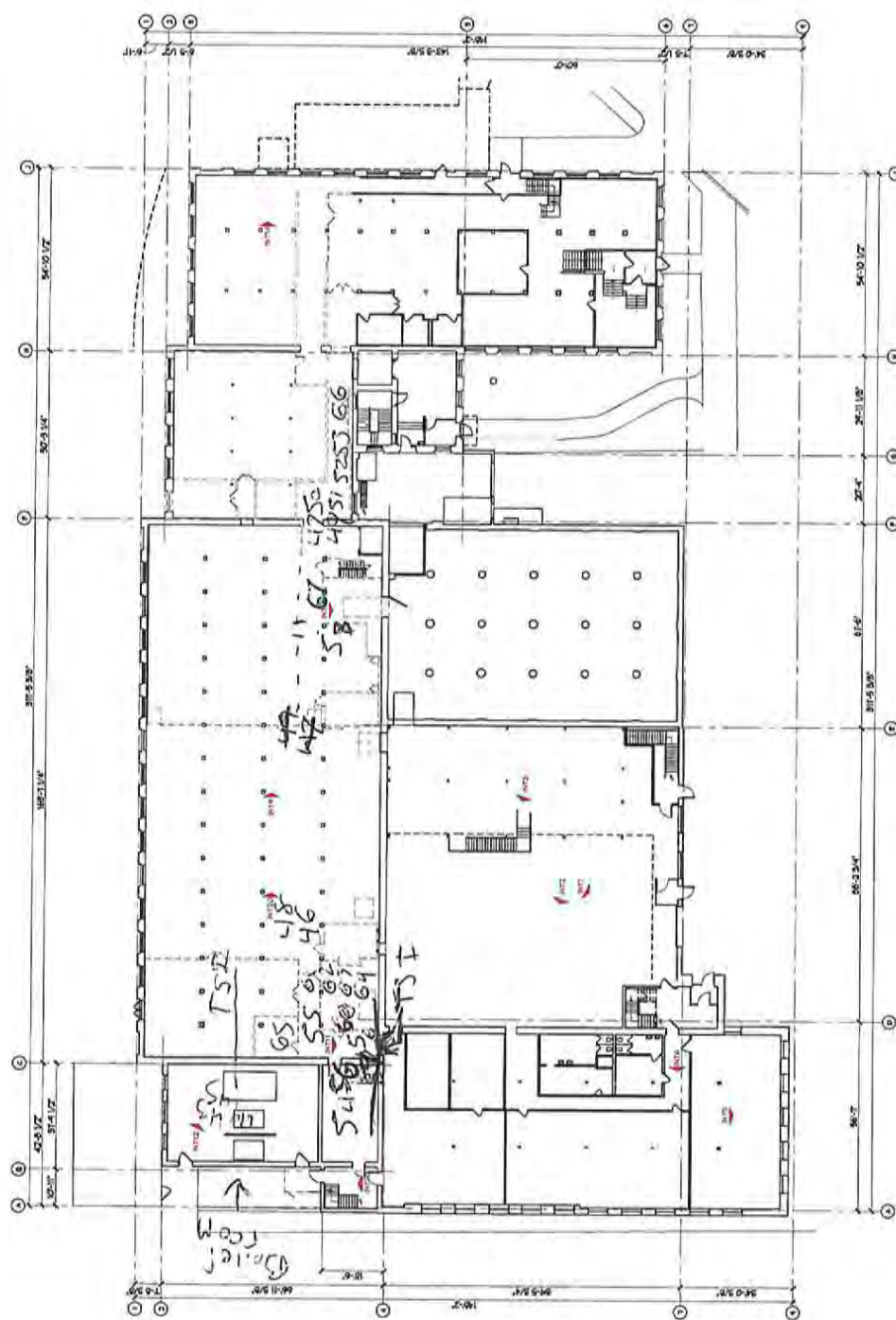
Laboratory Results Approved By:  
Asbestos Technical Director or Designee

Fernanda Weinman

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REVISIONS		DATE	10/25/04
NO.	DATE	BY	DRAWN
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8			
9			
10			

**MERRELL SOULE BUILDING**  
 600 NORTH FRANKLIN STREET  
 SYRACUSE, NEW YORK 13204

REGISTRATION NO. 1012  
 NEW YORK STATE  
 PROFESSIONAL ARCHITECT  
 LICENSE NO. 1012  
 REGISTERED PROFESSIONAL ARCHITECT  
 312 MADISON AVENUE  
 NEW YORK, NY 10017  
 P. 315-424-0016  
 WWW.MACKNIGHTARCHITECTS.COM

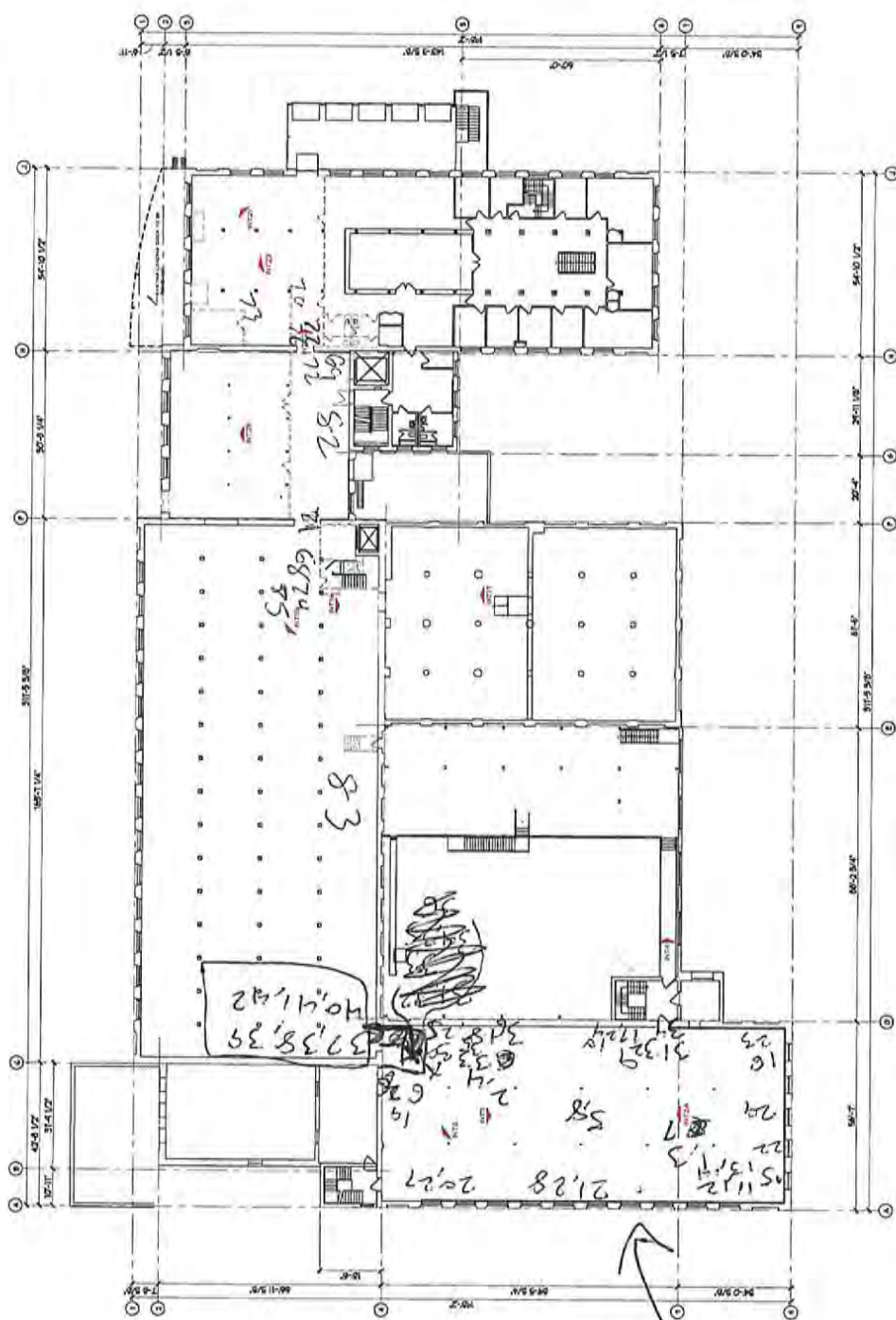
**macknight architects**  
 312 MADISON AVENUE  
 NEW YORK, NY 10017  
 P. 315-424-0016  
 WWW.MACKNIGHTARCHITECTS.COM



10 EXISTING FIRST FLOOR PLAN  
 SCALE 1/8" = 1'-0"

EXISTING FIRST FLOOR PLAN  
 A-001





2nd Street View  
Franklin Street

REVISIONS		DATE	10/21/16
NO.	DATE	BY	SEA

**MERRELL SOULE BUILDING**  
 500 NORTH FRANKLIN STREET  
 SYRACUSE, NEW YORK 13204

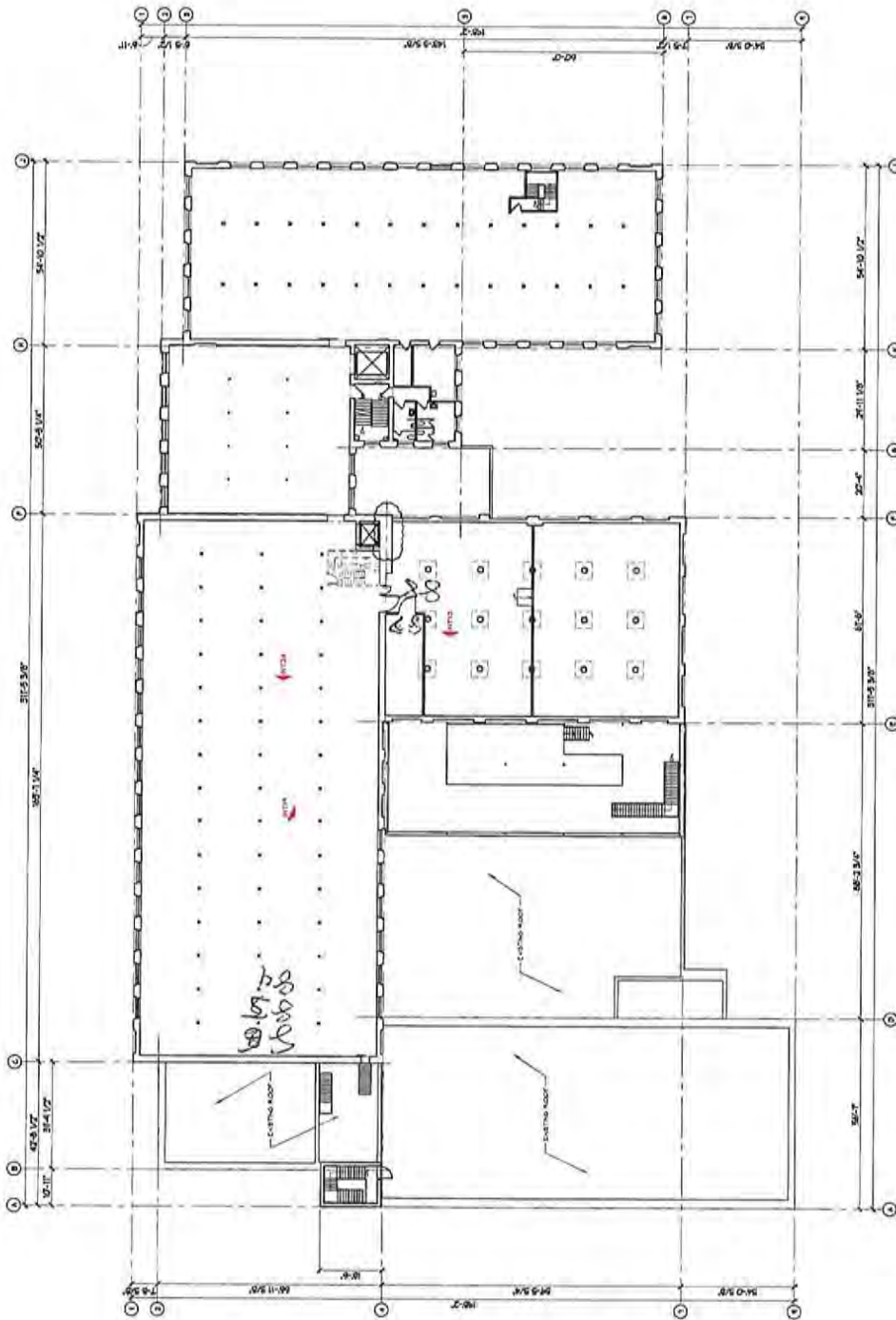
IT IS A REQUIREMENT OF THE  
 SYRACUSE COUNTY DEPARTMENT OF  
 PLANNING AND ZONING BOARD THAT  
 ALL PROJECTS BE REVIEWED AND  
 APPROVED BY THE BOARD  
 PRIOR TO THE OCCUPANCY OF  
 ANY PART

**macKnight architects**  
 212 North Franklin St  
 Syracuse, NY 13202  
 315.487.1111  
 mac@macarchitects.com



10 EXISTING SECOND FLOOR PLAN  
 10/21/16

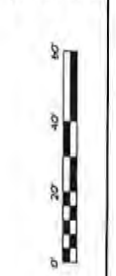
A-002



REVISIONS		DATE	10/25/14
NO.	DATE	BY	DRAWN

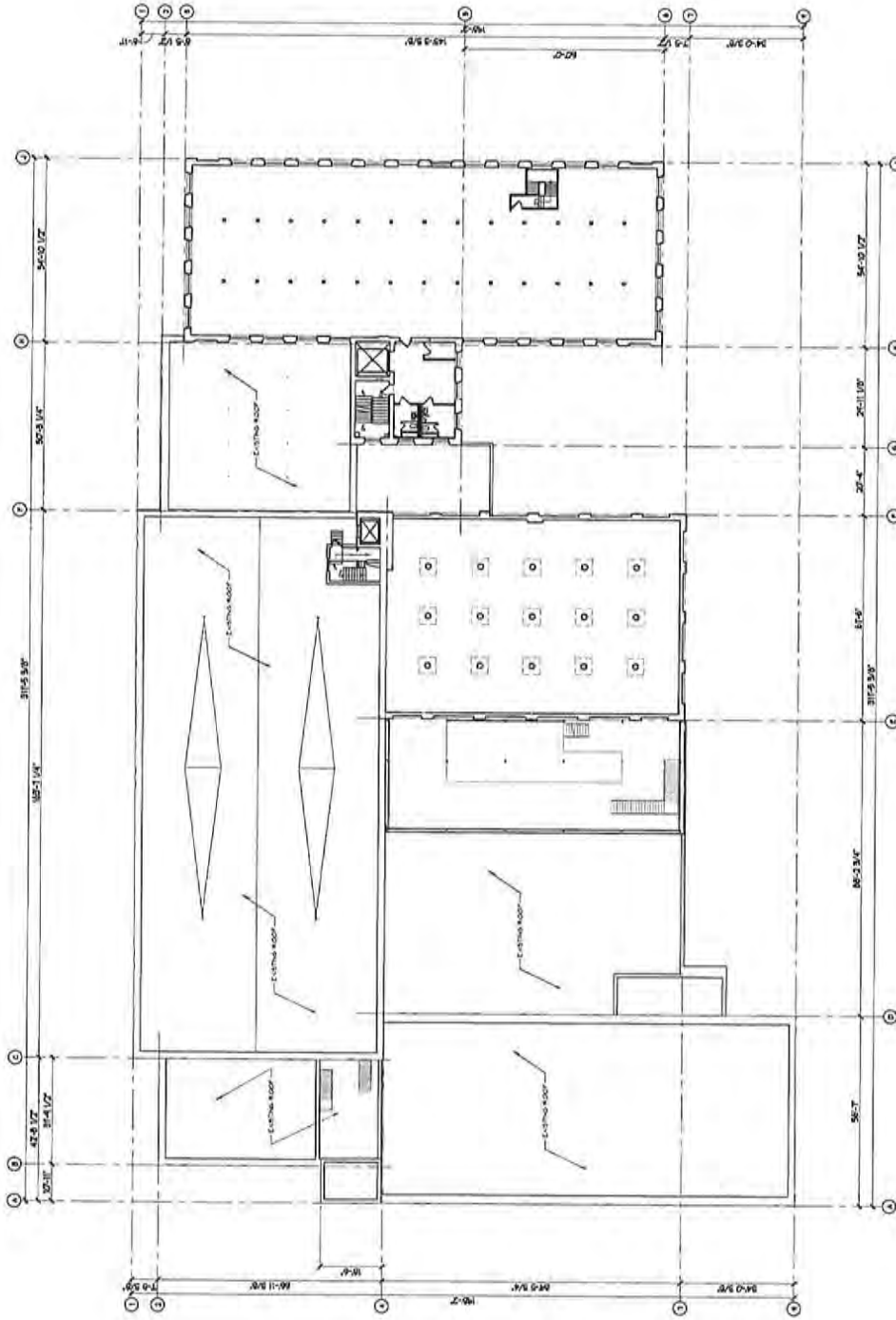
**MERRELL SOULE BUILDING**  
 600 NORTH FRANKLIN STREET  
 SYRACUSE, NEW YORK 13204

**macknight architects**  
 212 NORTH TRASKS ST  
 SYRACUSE, NY 13202  
 P: 315.422.0018  
 MACKNIGHTARCHITECTS.COM



10 EXISTING THIRD FLOOR PLAN  
 SCALE 1/8"=1'-0"

EXISTING THIRD FLOOR PLAN  
 A-003



REVISIONS		DATE	BY
NO.	DATE		
1			
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5			

**MERRELL SOULE BUILDING**  
 600 NORTH FRANKLIN STREET  
 STRAOUSSE, NEW YORK 13204

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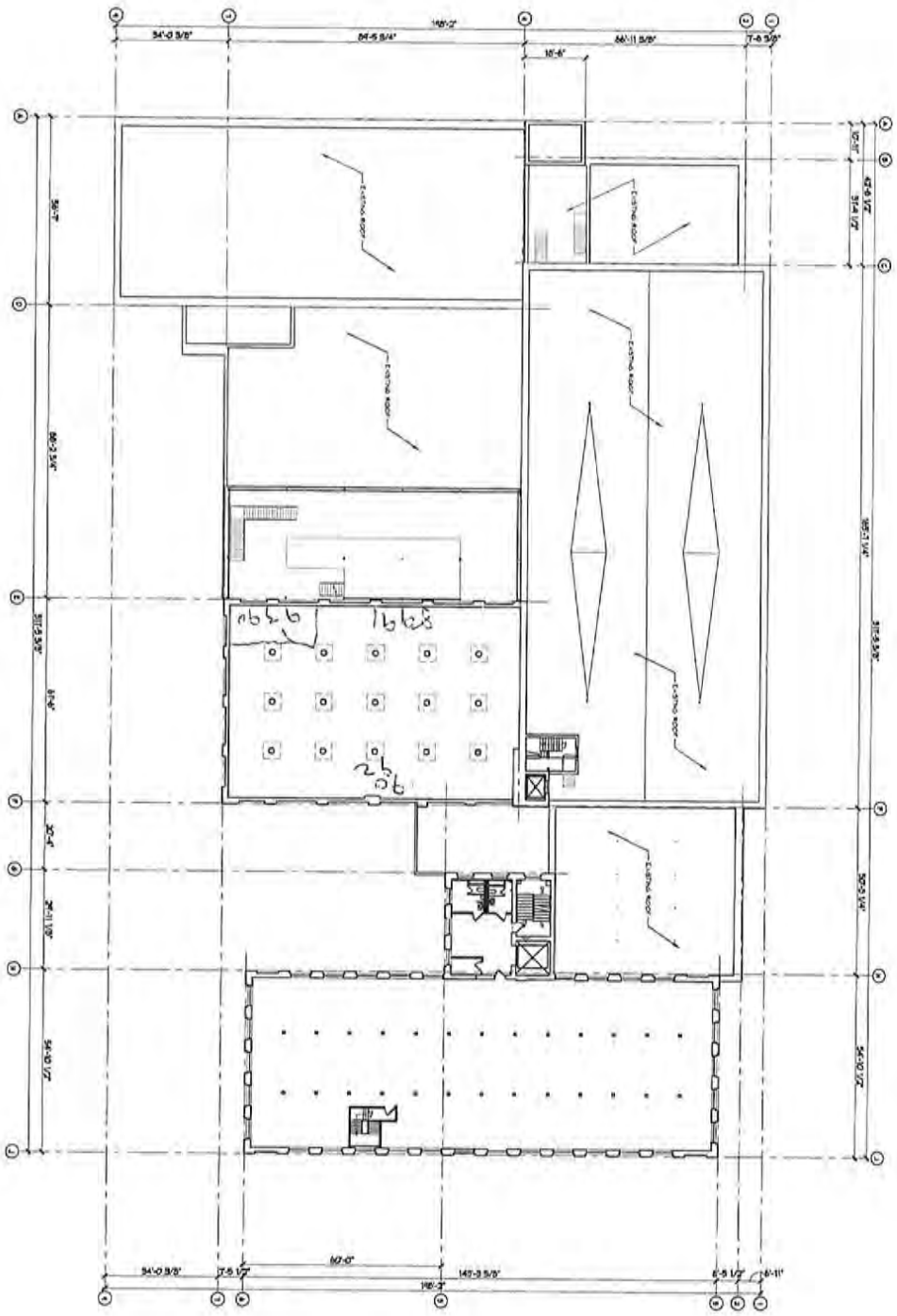
**macknight architects**  
 212 North Franklin St  
 Syracuse, NY 13204  
 P: 315.462.0018  
 macknightarch.com



10 EXISTING FOURTH FLOOR PLAN  
 SCALE 1/8"=1'-0"

DATE 10/31/14  
 DRAWN JZA  
 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: 212.255.2020  
WWW.MACKNIGHTARCHITECTS.COM

R. E. VAN DYKE, INC.  
REGISTERED PROFESSIONAL ENGINEER  
LICENSE NO. 10013  
100 WEST 30TH STREET  
NEW YORK, NY 10001  
PH: 212.255.2020

**MERRELL SOULE BUILDING**  
800 NORTH BROADWAY STREET  
SPRINGHOUSE, NEW YORK 13294

REVISIONS		DATE
NO.	DATE	BY

DESIGNED BY: **EA**  
DRAWN BY: **EA**  
CHECKED BY: **EA**  
DATE: 10/3/14  
PROJECT: MERRELL SOULE BUILDING  
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

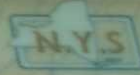
NEW YORK STATE Department of Health

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 21<sup>st</sup> 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 City<sup>1</sup> (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

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<sup>1</sup> 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)

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.

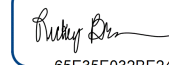
**I FURTHER CERTIFY** that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020 (“EO 202.1”), such meeting was open to the general public and 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 21<sup>st</sup> 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 City<sup>1</sup> (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

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<sup>1</sup> 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)

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:  
  
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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 21<sup>st</sup> 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 Tiffitt; 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 City<sup>1</sup> (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

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<sup>1</sup> 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)

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:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
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:



66E36E0328E24D0...

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 20<sup>th</sup> 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 City<sup>1</sup> (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

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<sup>1</sup> 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)

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
<b>Total</b>	<b>\$2,401,471.46</b>	



**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
<b>Total</b>	<b>\$851,963.50</b>	

**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
<b>Total</b>	<b>\$1,549,507.95</b>	

**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<sup>[1]</sup> (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 Tompkins Trust Company (the “*Mortgagee*”),

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<sup>[1]</sup> 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)

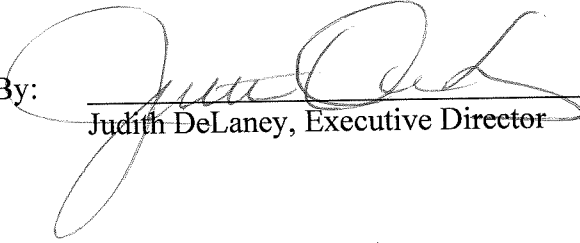
pursuant to a certain Building and Project Mortgage, Assignment of Rents, Security Agreement And Fixture Filing, dated December 16, 2020 in the amount of \$14,500,000 (the “*Mortgage*”) and an Assignment of Rents and Leases and Rents dated December 16, 2020 (“*Assignment of Rents and Leases*”). The Mortgage is pledged to secure a note given by the Company to the Mortgagee.

Pursuant to Article 18-A of the New York General Municipal Law, as amended from time to time (the “*Act*”), the Agency is regarded as performing a governmental function and is generally not required to pay taxes or assessments upon any property acquired by it or under its jurisdiction, control or supervision or upon its activities.


Deponent submits that no mortgage tax, other than as may be required in Section 874(1) of the Act and Section 252(2) of the Tax Law of the State of New York with respect to the portion of the tax allocable to the Central New York Regional Transportation District, should be imposed upon the Mortgage and the Assignment of Rents and Leases, insomuch as the Mortgage and the Assignment of Rents and Leases are being executed and delivered under the State authority creating the Agency, insomuch as the use by the Agency of its powers to secure the payment of principal and interest on the loan is deemed by Article 18-A public purpose essential to the public interest, and insomuch as both the New York State Department of Taxation and Finance and Counsel to the New York State Department of Taxation and Finance have expressed their opinion that the recording of similar documents by similar agencies organized under Article 18-A of the New York General Municipal Law are operations of said agencies entitled to exemption from the mortgage recording tax.

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**CITY OF SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Judith DeLaney, Executive Director

Subscribed and sworn to before me  
this 8<sup>th</sup> 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 1 Project Agreement, the Dupli Building 1 Company Lease, the Dupli Building 1 Agency Lease, the Mortgage (if any), the Environmental Compliance and Indemnification Agreement, the Dupli Building 1 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 Dupli and 600 Owner LLC (“**600 Franklin Owner**” and together with Dupli, the “**Company**”) 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<sup>[1]</sup> (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.

Dupli was the owner of the Land and the Facility but contemporaneously with the execution and delivery of the **Dupli Building 1 Agency Lease**, dated as of December 1, 2020, by and among the Agency and the Company, Dupli transferred ownership of the Project Facility to 600 Franklin.

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to such terms in the Dupli Building 1 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

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[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](http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf)

definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

The undersigned does hereby certify as follows:

1. Attached hereto as **Exhibit “A”** is a true, correct and complete copy of the Articles of Organization of 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 1 Agency Lease, Dupli shall hold ninety (90) percent of 600 Franklin'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 of FS Development Associates, LLC, Manager of Dupli Associates, LLC 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 600 Franklin 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 600 Franklin, 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 1 Agency Lease and the other Dupli Company Documents by the other parties thereto, the Dupli Building 1 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 1 Project Agreement, the Dupli Building 1 Company Lease, the Dupli Building 1 Agency Lease, the Dupli Building 1 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 1 Project Agreement, the Dupli Building 1 Company Lease, the Dupli Building 1 Agency Lease, the Dupli Building 1 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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 }<sup>SS:</sup>**

***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**



A handwritten signature in cursive script, appearing to read "J. Clark", followed by a horizontal line extending to the right.

***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**

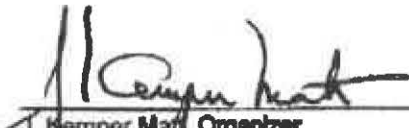
**SECOND:** The county within the state in which the principal office of the limited liability company is to be located is the County of Onondaga.

**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**

**1**

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

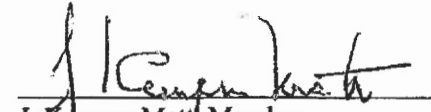
**RESOLVED**, that any and all actions heretofore or hereafter taken in the name and on behalf of the Company by the Managing Member in connection with or related to, the Project, the IDA Documents, and the matters set forth in or contemplated by the above Resolutions, including, without limitation, 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

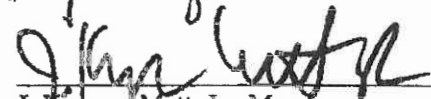
**RESOLVED**, that assuming due authorization of all other parties to any document set forth herein, upon execution by the Managing Member of the Company, each such document shall be binding upon the Company; and it is further


**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.

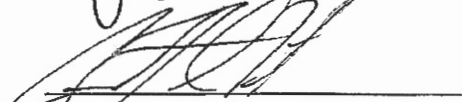
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IN WITNESS WHEREOF, the undersigned has executed the Unanimous Written Consent as of the \_\_\_\_ day of June, 2017.

  
\_\_\_\_\_  
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.

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**UNANIMOUS WRITTEN CONSENT  
OF THE MANAGING MEMBER AND SOLE MEMBER  
OF  
DUPLI ASSOCIATES LLC**

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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.

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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  
600 FRANKLIN OWNER LLC**

This certificate is made in connection with the execution by 600 Franklin Owner LLC, a New York State limited liability company (the “**600 Franklin**”) of the Dupli Building 1 Project Agreement, the Dupli Building 1 Company Lease, the Dupli Building 1 Agency Lease, the Mortgage, the Environmental Compliance and Indemnification Agreement, the Dupli Building 1 PILOT Agreement and any other document now or hereafter executed by 600 Franklin in connection with the City of Syracuse Industrial Development Agency (the “**Agency**”) agreeing, at the request of Dupli Associates LLC (“**Dupli**” and 600 Franklin (and together with Dupli, the “**Company**”), 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<sup>[1]</sup> (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 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 1 Agency Lease, dated as of December 1, 2020, by and among the Agency, Dupli and 600 Franklin, 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.

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[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)

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 600 Franklin 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 600 Franklin’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. 600 Franklin 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 600 Franklin issued by the New York State Secretary of State.

4. For the term of the Dupli Building 1 Agency Lease, ninety (90) percent of 600 Franklin's membership interests shall be held by Dupli.

5. 600 Franklin has full legal right, power and authority to execute and deliver the Franklin Company Documents and to consummate the transactions on the part of 600 Franklin contemplated by the Franklin Company Documents. The Franklin Company Documents have been duly authorized, executed, and delivered by the Managing Member on behalf of 600 Franklin 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 600 Franklin (the “**Resolution**”) in respect of the execution, delivery and performance of the Franklin Company Documents.

6. 600 Franklin understands and agrees that, unless a written waiver is first obtained from the Agency, 600 Franklin 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. 600 Franklin 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. 600 Franklin understands and agrees that it is the preference of the Agency that 600 Franklin 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. 600 Franklin further understands and acknowledges that consideration will be given by the Agency to 600 Franklin'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 600 Franklin.

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 600 Franklin or for the execution and delivery by 600 Franklin of the Franklin Company Documents or the consummation on the part of 600 Franklin 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 600 Franklin or, to the knowledge of 600 Franklin, any basis therefor: (i) in any way affecting the organization, existence or good standing of 600 Franklin; (ii) contesting or materially affecting the validity or enforceability of the Franklin Company Documents; (iii) contesting the powers of 600 Franklin or its authority with respect to the Franklin Company Documents; (iv) contesting the authority of 600 Franklin to act on behalf of 600 Franklin or the authority of the representatives of 600 Franklin to act on behalf of 600 Franklin; (v) wherein an unfavorable decision, ruling or finding would have a material adverse effect on: (A) the financial condition or operations of 600 Franklin; or (B) the consummation on the part of 600 Franklin of the transactions contemplated by any Franklin Company Documents.

10. The execution and delivery by 600 Franklin of the Franklin Company Documents and the consummation by 600 Franklin 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 600 Franklin; (ii) any applicable law, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental body or other requirement to which 600 Franklin is subject; or (iii) any contract, agreement, mortgage, lease, guaranty, commitment or other obligation or instrument to which 600 Franklin is a party or by which 600 Franklin or its properties is bound.

11. All information concerning the Project Facility and 600 Franklin submitted to the Agency and any Mortgagee by 600 Franklin 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. 600 Franklin represents and warrants that it has no employees and therefore is not now required to carry worker's compensation insurance. 600 Franklin 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 Franklin Company Documents by the other parties thereto, the Dupli Building 1 Agency Lease and the other Franklin Company Documents are the legal, valid and binding obligations of 600 Franklin, enforceable against 600 Franklin 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 600 Franklin or, to the best of knowledge of the undersigned, no event of default on the part of any other party to the Franklin 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. 600 Franklin 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 Franklin 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 Franklin Company Documents have been obtained or will be obtained, and said construction, ownership and operation will not, to the best knowledge of 600 Franklin, conflict with any zoning or similar ordinance applicable to the Project. To the best of 600 Franklin's knowledge, the Project conforms to all material environmental regulations.

14. There is no Event of Default or default on the part of 600 Franklin 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 Franklin 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 Franklin Company Documents are in full force and effect and 600 Franklin has not assigned or pledged any of its rights under these documents.

16. 600 Franklin 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 600 Franklin who, pursuant to the Resolution, are authorized to execute the Franklin 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 600 Franklin Owner LLC

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**IN WITNESS WHEREOF**, I have set my hand and signature as officer of 600 Franklin as of December 1, 2020.

**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"**  
**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  
600 Franklin Owner 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:

**600 Franklin Owner 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: 201021010497; DOS ID: 5862268**

**EXHIBIT “B”**  
**OPERATING AGREEMENT**

## **600 FRANKLIN OWNER LLC OPERATING AGREEMENT**

THIS OPERATING AGREEMENT OF 600 FRANKLIN OWNER LLC, a New York limited liability company (the “Company”) is made and entered into as of December 16, 2020, by and among the Company and 600 FRANKLIN MT LLC (“Master Tenant”) and DUPLI ASSOCIATES LLC (“Managing Member”), as the members (the “Members”).

### **RECITALS**

The Company was formed as a limited liability company under the laws of the State of New York, pursuant to Articles of Organization filed with the Secretary of State of the State of New York (the “Filing Office”) effective as of October 21, 2020 (such Articles of Organization, as amended from time to time, being referred to herein as the “Certificate”).

NOW, THEREFORE, it is hereby agreed as follows:

### **ARTICLE I**

#### **NAME AND BUSINESS**

##### **Section 1.01 Name; Place of Business.**

- (A) The name of the Company is 600 Franklin Owner LLC.
- (B) The principal office of the Company, wherein there shall be maintained those records required by the Act to be kept by the Company, shall be as a principal office at 113 Court Street, Binghamton, New York 13901.
- (C) The registered agent of the Company in the State for service of process is the New York Secretary of State.

**Section 1.02 Purposes.** The purposes of the Company are to develop, rehabilitate, finance, own, maintain, improve, operate, lease, sell or otherwise dispose of the Property all in accordance with the requirements of the Act and Sections 47 and 48 of the Code and Section 210-B(26) of the New York Tax Law, in order to obtain long term appreciation, cash flow and return of capital. The Company shall engage in no other business.

##### **Section 1.03 Term and Dissolution.**

- (A) The Company shall continue in full force and effect in perpetuity unless dissolved in accordance with the terms hereof.
- (B) Upon dissolution of the Company, the Members (or for purposes of this paragraph, its trustees, receivers or successors) shall liquidate the Company Assets in a manner consistent with the Act.

## ARTICLE II

### DEFINITIONS

**Section 2.01 Meanings.** Capitalized terms used in this Agreement shall have the meanings specified in this Section 2.01. Certain additional defined terms are set forth elsewhere in this Agreement.

“Accountants” means Grossman St. Amour Certified Public Accountants PLLC or any successor firm of independent certified public accountants as may be engaged by the Members.

“Act” means the New York Limited Liability Company Act, as amended from time to time. Reference to any section of the Act shall be deemed to refer to a similar provision in any amendment to the Act.

“Adjusted Capital Contribution” means an amount, not less than zero, equal to the aggregate Capital Contributions theretofore made by a Member to the Company minus any Distributions theretofore made by the Company to such Member.

“Affiliate” means any Person which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with a Member. For purposes hereof, the terms “control,” “controlled,” or “controlling” shall include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of the beneficial interest of any such Person, as the case may be, directly or indirectly, or acting through one or more Persons, (ii) the control in any manner over the Member(s) or the election of more than one director or trustee (or Persons exercising similar functions) of such Person, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such Person.

“Agreement” means this Operating Agreement, including all Exhibits and Schedules hereto, as amended from time to time.

“Applicable Laws” means all federal, state, municipal and local laws, ordinances, rules, regulations, requirements and all judgments, decrees, determinations, awards and court orders applicable to the Company and/or the Project, including, without limitation, usury laws, zoning ordinances, tax laws and environmental laws.

“Architect” means such architect as may be engaged by the Company.

“Bankruptcy” or “Bankrupt” or “Event of Bankruptcy” means, as to a specified Person:

(A) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of such Person or for any substantial part of his property, or ordering the winding-up or liquidation of his affairs and the continuance of any such decree or order is not dismissed within 60 days; or

(B) the commencement by such Person of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by him to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of such Person or for any substantial part of his property, or the making by him of any assignment for the benefit of creditors, or the taking of action by the Person in furtherance of any of the foregoing.

“Building” means the building located on the Property in which the Company owns a fee simple interest.

“Capital Account” shall, with respect to each Member, mean and refer to the separate “book” account for such Member to be established and maintained in all events in accordance with Section 704 of the Code and the Regulations thereunder.

(A) Except as otherwise set forth in Article IV hereof to the contrary, a Member’s Capital Account shall include generally, without limitation, the Capital Contribution of a Member (as of any particular date), (1) increased by the Member’s distributive share of Profits of the Company (including, if such date is not the close of the Company Accounting Year, the distributive share of Profits of the Company for the period from the close of the last Company Accounting Year to such date) and (2) decreased by the Member’s distributive share of Losses of the Company and distributions by the Company to such Member (including, if such date is not the close of the Company Accounting Year, the distributive share of Losses of the Company and distributions by the Company during the period from the close of the last Company Accounting Year to such date). For purposes of the foregoing, distributions of property to a Member shall result in a decrease in such Member’s Capital Account equal to the Gross Asset Value, as of the date of distribution, of such property (less the amount of indebtedness, if any, of the Company which is assumed by such Member and/or the amount of indebtedness, if any, to which such property is subject, as of the date of distribution, subject to the provisions of I.R.C. § 7701(g)) distributed by the Company to such Member).

(B) In the event that the Capital Contribution of a Member consists of property having a fair market value in excess of its adjusted basis, or in the event the Gross Asset Values of Company Assets are adjusted under and pursuant to clauses (B) and (C) of the definition of Gross Asset Value hereof, the Members’ Capital Accounts shall be adjusted thereafter in accordance with the provisions of § 1.704-1(b)(2)(iv)(g) of the Regulations with respect to allocations to the Members of Depreciation, gain or loss, as computed for book purposes and not for tax purposes.

(C) In the event that the provisions of § 1.704-1(b)(2)(iv) of the Regulations fail to provide guidance on how adjustments to the Capital Accounts of the Members should be made to reflect particular adjustments to Company capital on the books of the Company, then such Capital Account adjustments shall be made by the Members in their reasonable determination, with the review and concurrence of the Accountants and/or with the advice of the professional tax advisors of the Company, in a manner that (1) maintains equality between (A) the aggregate Capital Accounts of the Members and (B) the amount of

Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with § 1.704-1(b) of the Regulations, (2) is consistent with the underlying economic arrangement among the Members and (3) is based, wherever practicable, on federal tax accounting principles.

“Capital Contribution” means the cash plus the Gross Asset Value (net of liabilities) of other property contributed to the Company by each Member.

“Capital Event” means any transaction the proceeds of which are not includable in Cash Flow, including without limitation, the sale or other disposition of all or any substantial part of the assets of the Company in a single transaction and a refinancing of any indebtedness encumbering the Project, but excluding (i) loans to the Company (other than a refinancing of any indebtedness encumbering the Project) and (ii) contributions to the capital of the Company by the Members.

“Cash Flow” means, for any period of time, the total cash receipts of the Company from ordinary operations, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Company with respect to the operation of the Project or any other Company Assets, including insurance against business interruption, rental interruption, or other loss of income (but excluding any insurance with respect to a casualty affecting the Building), any distributions from any other Entity in which the Company has invested, withdrawals from reserves, and any other funds deemed available for distribution or designated as Cash Flow by the Members, *less* (i) the total cash disbursements of the Company (such as, but not limited to, lease payments, operating expenses, interest and principal repayments of any loans other than loans payable only to the extent of available Cash Flow), and (ii) amounts paid in connection with the establishment or maintenance of reserves.

“Certificate” or “Certificate of Organization” means the Articles of Organization of the Company and any amendment thereto, as filed with the Filing Office in accordance with the Act, as amended from time to time.

“Code” or “I.R.C.” means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto. Reference herein to any Code Section shall include any successor provision.

“Company” has the meaning set forth in the recitals.

“Company Accounting Year” means the accounting year of the Company, ending December 31 of each year.

“Company Assets” means, at any particular time, the Company's fee simple interest in the Project, and any other assets or property (tangible, intangible, choate or inchoate, fixed or contingent) of the Company.

“Company Taxable Year” means the taxable year of the Company which shall be the Company Accounting Year or such other taxable period as may be required by the Code or Regulations.

“Consent” shall mean the prior written consent from the party from whom consent is sought, which consent shall not be unreasonably withheld, conditioned or delayed.

“Depreciation” means, for purposes of maintaining Capital Accounts and not for purposes of calculating taxable income, for each Company Accounting Year or other period, with respect to Company Assets, an amount that bears the same ratio to the Gross Asset Values of Company Assets as the federal income tax depreciation, amortization, or other cost recovery deduction for such Company Assets for such year or other period bears to the adjusted tax bases of such assets, appropriately adjusted for any adjustments to the tax bases of such assets which occur from time to time during such year or other period.

“Distribution” means any cash or property that the Company distributes to a Member (in its capacity as a Member) without consideration, including, without limitation, distributions of Cash Flow and Net Proceeds. A Distribution shall not include (i) a fee or other payment based on the performance of services or (ii) the repayment of a loan.

“Economic Interest” means a Person’s share of the Profits and Losses of, and the right to receive distributions from, the Company.

“Economic Interest Holder” means any Person who holds an Economic Interest, whether as a Member or an unadmitted assignee of a Member.

“Entity” means any general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative, association, limited liability company or the State or any agency or political subdivision thereof.

“Filing Office” means the New York Secretary of State.

“Final Determination” means the earliest to occur of (i) the date on which a decision, judgment, decree or other order has been issued by any court of competent jurisdiction, which decision, judgment, decree or other order has become final (i.e., all allowable appeals requested by the parties to the action have been exhausted), (ii) the date on which the Service (or, if applicable, any state or local taxing authority) has entered into a binding agreement with the Company with respect to such issue or on which the Service (or such state or local taxing authority) has reached a final administrative or judicial determination with respect to such issue which, whether by law or agreement, is not subject to appeal, (iii) the date on which the time for instituting a claim for refund has expired, or if a claim was filed the time for instituting suit with respect thereto has expired with no such suit having been filed, or (iv) the date on which the applicable statute of limitations for raising an issue regarding a federal (or, if applicable, a state or local) income tax matter with respect to the Company has expired with such issue not having been raised.

“Fiscal Year” means the twelve-month period which begins on the first day of January and ends on the thirty-first (31st) day of December of each calendar year (or ends on the date of final dissolution for the year in which the Company is wound up and dissolved).

“Foss” or “Investor Member” means Foss NY Historic Fund V, LLC which is the investor member of Master Tenant. Any consent of the Master Tenant shall also require the consent of Foss.



“Governmental Authority” means any state, federal, local, municipal or other governmental authority, agency, or licensing authority of any kind whatsoever, including any so-called “business improvement district” or similar entity or organization.

“Gross Asset Value” means the following, with respect to any Company Asset:

(A) The initial Gross Asset Value of any Company Asset at the time that it is contributed by a Member to the capital of the Company shall be an amount equal to the gross fair market value of such Company Asset (without regard to the provisions of I.R.C. Section 7701(g)), as determined by the contributing Member and the Company.

(B) The Gross Asset Values of all Company Assets may be adjusted, as determined by the Members in its discretion, to equal their respective fair market values taking Code Section 7701(g) into account (A) in connection with the contribution of money or other property (other than a *de minimis* amount) to the Company by a new or existing Member as consideration for an Interest in the Company or (B) in connection with the liquidation of the Company or the distribution by the Company of more than a *de minimis* amount of Company Assets or money to a retiring or continuing Member as consideration for an Interest in the Company or in any other circumstances set forth in § 1.704-1(b)(2)(iv)(f)(5) of the Regulations or in any successor regulations.

(C) The Gross Asset Values of all Company Assets shall be adjusted, as reasonably determined by the Members, to equal the respective fair market values of the Company Assets upon the termination of the Company for federal income tax purposes pursuant to I.R.C. Section 708(b)(1)(B).

“Guarantor” means, jointly and severally, each of Mark Lane and Joseph Gehm .

“Guaranty Agreement” means the Guaranty Agreement, dated as of the date hereof by the Guarantor in favor of the Investor Member.

“Historic Tax Credits” or “Credits” means the sum of the tax credits allowable pursuant to Section 47 of the Code (“Federal Credits”) and Section 210-B(26) of New York State’s Tax Law (“State Credits” or “State Historic Tax Credits”) for qualified rehabilitation expenditures incurred in connection with the “certified rehabilitation” of a “certified historic structure.”

“HTC Bridge Equity” means all of the proceeds of an historic tax credit bridge loan from Foss Bridge Credit, LLC, to be contributed by Managing Member to the Company.

“HTC Pass Through Agreement” means the HTC Pass-Through Agreement of even date herewith between the Company and the Master Tenant.

“Interest” means the entire interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and the obligations of such Member to comply with the terms of this Agreement.

“Material Default” means

- (i) a material breach by the Managing Member in the performance of any of its obligations under this Agreement;
- (ii) the occurrence of any event of default by the Managing Member or the Company in the performance of any of the Operating Documents;
- (iii) any material violation of any federal, state, municipal, or local laws, ordinances, rules, or regulations by the Company or the Managing Member with respect to the Project;
- (iv) a breach by any Guarantor of any representation, warranty, covenant or obligation under the Guaranty Agreement;
- (v) the failure of the managing member of the Master Tenant to make any “project expense loan” as, and if, required under the Master Tenant Operating Agreement;
- (vi) the commencement of foreclosure proceedings against the Landlord (or the Property) that are not dismissed within thirty (30) days of such commencement;
- (vii) a Terminating Event as to the Managing Member or an Event of Bankruptcy as to the Company; or
- (viii) a material violation by the Managing Member of its fiduciary duties as the Managing Member of the Company.

“Managing Member” means Dupli Associates LLC, a New York limited liability company, and any other Managing Member appointed or admitted in accordance with the terms of this Agreement. If at any time the Company has more than one Managing Member, the term “Managing Member” shall mean and include all the Managing Members.

“Master Lease” means the Lease of even date herewith between the Company, as landlord, and the Master Tenant, as tenant.

“Member” means any member of the Company. As of the date of this Agreement, the Members are Managing Member and Master Tenant.

“Minimum Gain” means, with respect to each Member, the amount computed in accordance with § 1.704-2(g) of the Regulations. The Company shall separately compute each Member’s share of Minimum Gain attributable to Member nonrecourse debt pursuant to § 1.704-2(i) of the Regulations.

“Mortgage Lender” means Tompkins Trust Company which is making a construction/permanent loan to Company, secured by mortgages on the Property.

“Mortgage Loan Documents” means those documents and agreements executed by the Company and Mortgage Lender regarding the mortgage loans to the Company.

“Net Proceeds” means the difference between (A) the sum of (i) the gross proceeds from a Capital Event other than a refinancing; (ii) the excess proceeds from the refinancing of any loan on the Project (that is, any refinancing proceeds not needed for the repayment of the loan refinanced or for other Company expenses, obligations or expenditures); and (iii) the receipt of any proceeds from insurance settlements or other claims attributable to fire or other casualty, or from condemnation, sales or grants of easements, rights-of-way or the like in excess of those needed for repair, restoration or replacement of the damaged, destroyed or condemned property and (B) the payment of or due provision for (i) all liabilities to creditors of the Company other than Members or their affiliates and (ii) expenses of such Capital Event.

“Operating Documents” means the Master Lease, the HTC-Pass Through Agreement, any Mortgage Loan Document, the SNDA and any other document with respect to the operation or financing of the Project to which the Company is a party.

“Person” means any individual or entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such individual or entity as the context may require.

“Post Allocation Period” has the meaning set forth in Section 4.01(B).

“Profits and Losses” means, for each calendar year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with I.R.C. § 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to I.R.C. § 703(a)(1) shall be included in taxable income or loss), with the following adjustments to be made solely for purposes of maintaining Capital Accounts and not for determining taxable income or loss:

- (A) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;
- (B) Any expenditures of the Company described in I.R.C. § 705(a)(2)(B) or treated as I.R.C. § 705(a)(2)(B) expenditures pursuant to § 1.704-1(b)(2)(iv)(i) of the Regulations, and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted from such taxable income or loss;
- (C) In the event the Gross Asset Value of any Company Asset is adjusted pursuant to clauses (B) and (C) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as hypothetical gain or loss from the disposition of such asset for purposes of computing Profits or Losses;
- (D) Gain or loss resulting from any disposition of any asset of the Company with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value; and

(E) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account Depreciation for such calendar year or other period.

“Project” means the rehabilitation of the Building by the Company in a manner that qualifies for Historic Tax Credits under Section 47 of the Code, and State Historic Tax Credits under the N.Y. Tax. Law §210-B(26), as amended.

“Projections” means those certain financial projections prepared by Cohn Reznick, on behalf of the Company and Master Tenant, dated the same date as this Agreement.

“Property” means the land and improvements located at 600 North Franklin Street, Syracuse, New York 13204.

“Regulations” means the Income Tax Regulations promulgated under the Code, as amended and in effect from time to time.

“Rehabilitation” means the development, construction, renovation, and rehabilitation work on the Building.

“Requisite Approvals” means any approval from any person or entity required to approve the applicable action pursuant to any agreement binding on the Company.

“Securities Act” means the Securities Act of 1933, as amended.

“Securities Laws” means the Securities Act and any other state or federal securities laws and regulations, disclosure requirements, “Blue Sky” laws, and other applicable laws, statutes, rules, regulations, orders, and other governmental requirements.

“Service” shall mean the Internal Revenue Service.

“SIDA Transaction” means the lease-leaseback transaction between the Company and the City of Syracuse Industrial Development Agency, including the Project Agreement, the Company Lease Agreement, the Agency Lease Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and all other documents, agreements and instruments ancillary thereto.

“SNDA” means that Subordination and Non-Disturbance Agreement between the Company’s Mortgage Lender and the Investor Member dated as of the same date as this Agreement.

“State” means the State of New York.

“Tax” or “Taxes” means any and all liabilities, losses, expenses and costs that are, or are in the nature of, taxes, fees or other governmental charges, including interest, penalties, fines and additions to tax imposed by any Governmental Authority.

“Terminating Event” means the Bankruptcy or dissolution of a Managing Member, the Transfer of its Interest by a Managing Member, or the voluntary or involuntary withdrawal of a Managing Member from the Company. Involuntary withdrawal shall occur whenever a Managing Member may no longer continue as a Managing Member by law or pursuant to any terms of this Agreement.

“Transfer” means any sale, exchange, assignment, encumbrance, hypothecation, pledge, foreclosure, conveyance in trust, gift or other transfer of any kind, whether direct or indirect, voluntary or involuntary. When used as a verb, such term shall mean, voluntarily or involuntarily, to sell, exchange, assign, encumber, hypothecate, pledge, foreclose, convey in trust, give or otherwise transfer.

**Section 2.02 Pronouns and Plurals.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or persons may require. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

### ARTICLE III

#### CAPITAL

**Section 3.01 Capital Contribution of the Members.** The Members have made or will make Capital Contributions to the Company in the amounts set forth in Schedule A, subject to the terms of Section 3.03.

**Section 3.02 Additional Contributions.** Except upon action of the Members by the vote specified herein, no Member shall be required to make any additional capital contribution.

**Section 3.03 Specific Provisions Regarding Capital Contributions.**

(A) The Party’s obligations to make any Capital Contribution to the Company, as to amount or timing, is subject to the terms of the Operating Agreement of the Master Tenant dated as of the same date as this Agreement (“Master Tenant Operating Agreement”).

(B) The Managing Member represents that it will use the Capital Contributions of the Master Tenant substantially for the purposes set forth in the Projections, unless the Consent of the Master Tenant (which shall require the affirmative consent of Foss in any respect) is obtained for a change in the application of funds. The Managing Member shall be responsible for:

- (i) completing the Project on or before the date set forth in the Master Lease;
- (ii) fulfilling all actions required of the Company to assure that the Company receives Part 3 Approval as defined in the Master Tenant Operating Agreement;

- (iii) funding any costs with respect to completing the Project and delivering the Project to the Master Tenant pursuant to the Master Lease, including without limitation obtaining any certificates of occupancy and satisfying any requirements with respect to operating the project. Any amounts paid by the Managing Member pursuant to this clause (iii) shall be added to the Capital Contribution of the Managing Member.

**ARTICLE IV**

**PROFITS, LOSSES AND TAX CREDITS; DISTRIBUTIONS; CAPITAL ACCOUNTS**

**Section 4.01 Profits, Losses and Credits.**

(A) Subject to Section 4.04 and Section 4.01(B) hereof, all Profits and Losses shall be allocated to the Members in accordance with the following percentages:

<u>Member</u>	<u>Percentage</u>
Master Tenant	10%
Managing Member	90%

(the “Percentages”).

(B) Profits and Losses recognized by the Company upon a Capital Event shall be allocated in the following manner:

- (i) Profits shall be allocated (x) first, to the Members with negative Capital Account balances, that portion of gains (including any gains treated as ordinary income for federal income tax purposes) which is equal in amount to, and in proportion to, such Members’ respective negative Capital Accounts in the Company; provided that no gain shall be allocated under this 4.01(B)(i) to a Member once such Member’s Capital Account is brought to zero and (y) second, gains in excess of the amount allocated under (x) shall be allocated to the Members in the amounts and to the extent necessary to increase the Members’ respective Capital Accounts so that the proceeds distributed under Section 4.03 will be distributed in accordance with the Members’ respective Capital Accounts.
- (ii) Losses shall be allocated (i) first, to the extent and in such proportions as the respective positive balances in all Members’ Capital Accounts, and (ii) second, any remaining loss to the Members in accordance with the manner in which they bear the economic risk of loss associated with such loss or, if none, to the Members in accordance with their Percentages.

(C) Notwithstanding any other provision in this Agreement, any taxable income of the Company resulting from its receipt of debt forgiveness, donations, capital contributions, grants, subsidies or other similar items not reflected as income in the Projections shall be allocated entirely to the Managing Member.

**Section 4.02 Cash Distributions Prior to Dissolution.**

(A) **Cash Flow.** Cash Flow, if available with respect to any Company Accounting Year and if the Managing Member shall determine that Cash Flow is available for distribution, shall be applied or distributed annually, within 90 days after the end of the Company Accounting Year, to the Members in accordance with their Percentages.

(B) **Distributions of Net Proceeds.** Prior to dissolution of the Company, if the Managing Member shall determine from time to time that Net Proceeds are available for distribution from a Capital Event, such Net Proceeds shall be applied or distributed in the following priority:

- (i) First, to the payment of the expenses related to the Capital Event and the satisfaction of third party obligations and debts;
- (ii) Lastly, the remaining Net Proceeds, if any, shall be distributed to the Members in accordance with their Percentages.

**Section 4.03 Termination Distributions.**

(A) Upon dissolution and termination of the Company, after payment of, or adequate provision for, the debts and obligations of the Company, the remaining assets of the Company (or the proceeds of sales or other dispositions in liquidation of the Company Assets) shall be distributed pro rata to the Members in accordance with their respective positive Capital Account balances after taking into account all Capital Account adjustments for the year.

(B) In the event a Member has a negative balance in its Capital Account following the liquidation of the Company, after taking into account all Capital Account adjustments for the Company's taxable year in which such liquidation occurs, such Member may, but shall not be obligated to, pay to the Company in cash an amount equal to the negative balance in such Member's Capital Account. The Member shall, by giving written notice to the Company prior to the end of the applicable taxable year specifying the amount of the deficit restoration for which it intends to be unconditionally obligated, be so bound without further action by any party. Deficit Capital Account restoration payments shall be made by the end of such taxable year (or, if later, within ninety (90) days after the date of such liquidation) and shall, upon liquidation of the Company, be paid to creditors of the Company or distributed to other Members in accordance with the positive balances in their Capital Accounts.

**Section 4.04 Special Allocations.** Notwithstanding anything to the contrary contained in this Agreement:

(A) In the event that there is a net decrease in Company minimum gain (as defined in Regulation § 1.704-2(d)) during a fiscal year or period, all Members shall be allocated, before any other allocation is made of the Company items for such year or period, items of income and gain for such year or period (and, if necessary, subsequent years) in the manner and to the extent required by Regulation § 1.704-2(f). The allocations contained in this paragraph are intended to be a “minimum gain chargeback” within the meaning of Regulation § 1.704-2(f) and shall be interpreted consistently therewith.

(B) Subject to the provisions of paragraph (A) of this Section 4.04, (i) any partner nonrecourse deduction (as defined in Regulation § 1.704-2(i)(2)) shall be allocated in the manner specified in Regulation § 1.704-2(i) and (ii) if there is a net decrease during a taxable year of the Company in the minimum gain attributable to partner nonrecourse debt, then items of Company income and gain for such year (and, if necessary, for subsequent years) shall be allocated in the manner and to the extent required by Regulation § 1.704-2(i)(4).

(C) Subject to the provisions of paragraphs (A) and (B) of this Section 4.04, in the event that a Member unexpectedly receives any adjustments, allocations or distributions described in Regulation § 1.704-1(b)(2)(ii)(d)(4), (5) or (6) as a result of which the negative Capital Account balance of the Member exceeds the sum of such Member’s share of minimum gain and the amount of its negative Capital Account that it has agreed to restore or is deemed to be obligated to restore pursuant to Regulations §§ 1.704-2(g)(1) and 1.704-2(i)(5), items of Company income and gain shall be specially allocated to such Member in the manner and to the extent required by such Regulation. This paragraph is intended to be a “qualified income offset” within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith. Any Member may, by giving written notice to the Company prior to the end of the applicable taxable year specifying the amount of the deficit restoration for which it intends to be unconditionally obligated, be so bound without further action by any party. Deficit Capital Account restoration payments shall be made in accordance with Section 4.03(B) of this Agreement.

(D) (i) If the balance in the Capital Account of a Member is less than zero, net loss shall be allocated to such Member only to the extent that (y) the sum of the Minimum Gain of such Member (determined in accordance with the provisions of § 1.704-2(g) of the Regulations) plus the amount of its negative Capital Account that such Member has agreed to restore exceeds (z) the deficit balance in the Capital Account of such Member (determined at the end of the Company Taxable Year to which the allocation relates).

(ii) Any net loss not allocable to a Member as a result of the application of Section 4.04(D)(i) hereof shall be allocated to the other Members.

(E) In the event that, at any time or from time to time after the effective date of this Agreement, the Gross Asset Values of the Company Assets are adjusted in accordance with this Agreement, then, notwithstanding the provisions of Section 4.01 hereof, the Members’ allocable shares of depreciation, depletion, amortization and gain or loss, as computed for tax purposes, with respect to the Company property, must be determined so as to take into



account the variation between the adjusted tax basis of the Company property and the book value, in the same manner as under I.R.C. § 704(c) and the applicable Regulations thereunder. Allocations pursuant to this paragraph shall be solely for purposes of federal, state and local taxes and shall not affect or in any way be taken into account in computing a Member's Capital Account.

(F) If an Interest is transferred or assigned during a Company Accounting Year, that part of the tax incidents allocated pursuant to this Article IV with respect to the Interest so transferred shall, in the discretion of the Members, either (i) be based on segmentation of the taxable year between the transferor and the transferee using the interim closing of the books or any other reasonable method or (ii) be allocated between the transferor and the transferee in proportion to the number of days in such taxable year during which each owned such Interest, as disclosed on the Company's books and records.

(G) Any depreciation recapture recognized pursuant to I.R.C. §§ 1245 and 1250 and Historic Tax Credits and State Historic Tax Credits recapture shall be allocated to the Members in the same proportions that the depreciation or cost recovery deductions, Historic Tax Credits and State Historic Tax Credits giving rise to such recapture were allocated among such Members or their respective predecessors-in-interest.

(H) In the event that there is a determination that I.R.C. § 483 or I.R.C. § 1274 (both relating to imputed interest with respect to deferred payment sales of property) is applicable to any loans between the Company and a Member, or that any loan between a Member and the Company is subject to I.R.C. § 7872 (relating to imputed interest with respect to below-market interest rate loans), any income or deduction attributable to interest on such a loan (whether stated or unstated) shall be allocated solely to such Member.

(I) It is the intent of the Members that each Member's allocable share of income, gains, losses, deductions or credits (or items thereof) shall be allocated in accordance with this Article IV to the fullest extent permitted by I.R.C. Sections 704(b) and 704(c). In order to preserve and protect the allocations provided for in this Article IV, without adversely affecting the amounts distributable upon termination of the Company, the Members, with the review of the Company's Accountants or tax advisors, is authorized and directed, in its reasonable judgment, to allocate income, gains, losses, deductions or credits (or items thereof) arising in any year differently than otherwise provided for in this Article IV if, and to the extent that, the allocations otherwise provided under this Article IV would not be permissible under I.R.C. Sections 704(b) and/or 704(c). Any allocation made pursuant to this paragraph shall be deemed to be a complete substitute for any allocation otherwise provided for in this Article IV, and no amendment of this Agreement or approval of any Member shall be required with respect thereto and each Member shall, for all purposes and in all respects, be deemed to have approved any such allocation. The allocations set forth in this Section 4.04 (the "**Special Allocations**") are intended to comply with certain requirements of the Section 704 Regulations. The Special Allocations may not be consistent with the manner in which the Members intend to divide Company distributions. Accordingly, the Members is hereby authorized and directed to divide other allocations of income, gain, loss and deductions among the Members so as to prevent the Special Allocations from distorting the manner in which Company distributions will be divided

among the Members on dissolution of the Company. In general, the Members anticipate that this will be accomplished by specially allocating items of income, gain, loss, and deduction among the Members so that the net amount of the Special Allocations and such special allocations to each such Member is zero. However, the Members shall have discretion to accomplish this result in any reasonable manner.

(J) The Members agree that the Members' Interests in Company profits for purposes of determining such Members' shares of the excess nonrecourse liabilities of the Company under Regulation § 1.752-3(a)(3) shall be the relative membership percentages of the Members at such time, as such may be from time to time.

**Section 4.05 Section 704(c) Allocations.** Income, gains, losses and deductions, as determined for income tax purposes, with respect to any Company Asset contributed by a Member to the capital of the Company shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such Company Asset to the Company for federal income tax purposes and its initial Gross Asset Value in accordance with I.R.C. Section 704(c) and the Regulations thereunder.

**Section 4.06 Miscellaneous Allocations.** It is the intent of the parties that the allocations of Historic Tax Credits, if any, (and any related recapture) be made in accordance with the Members' interests in the Company as of the time the Historic Tax Credits (and any related recapture) arises. Accordingly, allocations of cost or QREs shall in all events be made in accordance with Section 1.46-3(f) and Section 1.48-8(a)(4)(iv) of the Regulations. Except as otherwise set forth in this Agreement, any elections or other decisions relating to allocations under this Article IV shall be made by the Members (in its reasonable discretion), with the review and concurrence of the Company's Accountants, in such manner as reasonably reflects the purpose and intention of this Agreement.

## ARTICLE V

### MANAGEMENT, REPRESENTATIONS

#### **Section 5.01 Exercise of Management.**

(A) The business and affairs of the Company shall be managed by the Managing Member, and subject only to Section 5.02, the Managing Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed under the New York Act.

(B) The Managing Member shall have a fiduciary responsibility to the Members for the safekeeping and use of all Company Property, whether or not in its immediate possession or control, and shall not use or dispose of Company Property in any manner except for the Company's exclusive benefit. The Managing Member shall not contract away its fiduciary duties under the common law of agency.

**Section 5.02 Duties and Authority of Managing Member.** Notwithstanding any provision of this Agreement to the contrary, the Company shall not take, and the Managing

Member shall not be empowered or authorized to take or cause the Company to take, any of following actions without the Consent of the Master Tenant:

- (A) other than (1) entering into the Mortgage Loan Documents, (2) entering into the SIDA Transaction (3) leasing of space in the Property pursuant to the Master Lease, or (4) granting a security interest in the Property in connection with a refinancing of the Project allowed pursuant to the Master Lease, sell, lease, convey, encumber or otherwise transfer or dispose of (or make any offer to sell, lease, convey, encumber or otherwise transfer or dispose of) all or any portion of the Property;
- (B) to incur indebtedness on the general credit of the Company, except for unsecured short-term incurrence of credit (including equipment leases) made in the ordinary course of business by the Company arising from the operations of the Project as contemplated by the Operating Documents and in accordance with prior practice or industry practice;
- (C) following completion of the rehabilitation of the Project, to construct any new capital improvements, or to replace any existing capital improvements if construction or replacement would substantially alter the character or use of the Project;
- (D) admit any person to the Company as an additional or substitute Member of the Company;
- (E) sell, transfer or assign any portion of the Managing Member's interest;
- (F) pledge or assign any portion of the Master Tenant's Capital Contribution or the proceeds thereof (other than in connection with the [Mortgage Loan]);
- (G) cause or permit the Company to engage in any business beyond the purposes set forth in Section 1.02;
- (H) elect to dissolve and terminate the Company, or cause or permit the Company to be a party to a merger, transfer of substantially all of its assets or consolidation with any other person;
- (I) cause the filing by the Company of any bankruptcy, insolvency, receivership, or similar proceeding against the Company, or consenting to any such proceeding being filed against the Company, or the executing or delivering any assignment for the benefit of the creditors of the Company;
- (J) amend, alter or repeal any provision of the Company's Articles of Organization, this Agreement or any of the Operating Documents;
- (K) to grant or refuse to grant any consent of the Company required under the Operating Documents that would have a material impact on the business and operations of the Company; or
- (L) take any action which would cause a reduction, loss or recapture of Historic Tax Credits or would prevent the pass-through of Historic Tax Credits as provided in the HTC

Pass-Through Agreement. The Managing Member shall take all actions that may be reasonably necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged, and (ii) for the accomplishment of the Company's purposes, including the acquisition, development, maintenance, preservation, and operation of the Project in accordance with the provisions of this Agreement and any Applicable Laws.

**Section 5.03 Indemnification of Members.**

(A) The Company, its receiver or its trustee, shall indemnify and hold harmless the Members from any liability, loss or damage incurred by them by reason of any act performed or omitted to be performed by them on behalf of the Company, including costs and reasonable attorneys' fees (which attorneys' fees may be paid as incurred) and any amount expended in the settlement of any claim of liability, loss or damage; provided, however, that (a) such party(ies) must have reasonably determined, in good faith, that such course of conduct was in the best interests of the Company, and such party(ies) must have been acting on behalf of or performing services for the Company, and (b) such course of conduct must not have constituted fraud, gross negligence, misrepresentation, breach of any material provision of this Agreement or misconduct by such party(ies); and (iii) any such indemnification shall be recoverable only from the assets of the Company and not from the assets of any Member.

(B) Notwithstanding Section 5.03(A) above, the Managing Member shall defend, indemnify, and save harmless (i) the Company and each Member from any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) incurred by reason of any demands, claims, suits, actions, or proceeding arising out of the Managing Member's gross negligence, fraud, willful misconduct, malfeasance, breach of any representation, warranty, covenant, or agreement set forth in this Agreement that continues beyond any applicable notice and cure periods, breach of fiduciary duty, or if a judgment is obtained against the Managing Member in connection with actions performed outside the scope of the authority of the Managing Member pursuant to this Agreement, and (ii) the Members from any liability incurred by them for Company obligations in excess of its Capital Contributions.

**Section 5.04 Partnership Representative.**

(A) Appointment and Designation. The Members hereby authorize the Company to appoint the Managing Member as the initial partnership representative of the Company pursuant to Section 6223(a) of the Code (the "Partnership Representative"). The Managing Member shall be appointed the Partnership Representative for each taxable year of the Company provided that if an event or circumstance has occurred which, with the giving of notice or the passage of time, would constitute a Material Default or a default by the Partnership Representative or Designated Individual (as hereinafter defined) of its/his/her duties and obligations under this Section 5.04, the Consent of the Investor Member must be obtained before the Partnership Representative is appointed for any taxable year of the

Company. The Partnership Representative shall timely designate an individual to serve as the sole individual through whom the Partnership Representative will act for purposes of the Revised Partnership Audit Rules (the “Designated Individual”) with the Consent of the Investor Member. No later than the effective date of the designation of the Designated Individual or the Partnership Representative, such Designated Individual or Partnership Representative, as applicable, must agree in writing to be bound by the same obligations and restrictions imposed on the Partnership Representative under this Section 7.9 prior to and as a condition of such designation.

(B) Resignation; Revocation. The Managing Member (and any successor Partnership Representative) may resign as the Partnership Representative by written notice to the Company, the Investor Member, and the IRS, provided that another Member is willing to serve in such capacity. Notice of such resignation shall be given to the IRS in the time and manner prescribed by the IRS. Upon removal of the Managing Member or, with the Consent of the Investment Member, in the event of a default by the Partnership Representative or Designated Individual of its/his/her duties and obligations under this Section 5.04, the Company shall revoke the designation of the Managing Member as the Partnership Representative for all taxable years during which such designation was in effect by written notice to the Partnership Representative and the IRS. The designation of the Designated Individual as the Designated Individual shall automatically terminate on the effective date of the resignation or revocation of the applicable entity as Partnership Representative. If a Designated Individual becomes unable to perform the tasks required of a Designated Individual, no longer has the “capacity to act” within the meaning of the Revised Partnership Audit Rules, or the Partnership Representative otherwise determines that the Designated Individual should no longer serve as a Designated Individual, the Partnership Representative shall promptly notify the Investor Member of such determination and take all necessary actions to effectuate the revocation of such individual as the Designated Individual for all applicable taxable years. Notice of such revocation shall be given to the IRS in the time and manner prescribed by the IRS and shall include the designation of another Person selected by the Investor Member as the successor Partnership Representative for the Company taxable year for which the designation was in effect and the designation of another Person selected by the Partnership Representative (with the Consent of the Investor Member) as the successor Designated Individual for the Company taxable year for which the designation was in effect. The resigning or removed Partnership Representative or Designated Individual shall remain obligated hereunder in such capacity (including the requirement to forward any notices received from the IRS) until the IRS agrees to provide such notices to a replacement Partnership Representative or Designated Individual during the audit process. In furtherance hereof, the Managing Member hereby constitutes and appoints the Investor Member, with full power of substitution, its true and lawful attorney-in-fact in its name, place and stead to carry out fully the provisions of this Section 5.04(B) and take any action which the Investor Member may deem necessary or appropriate in connection herewith. The power of attorney hereby granted shall be deemed to be coupled with an interest, shall be irrevocable and shall survive and shall not be affected by the subsequent incapacity, dissolution, resignation, revocation or other termination of the Managing Member as the Partnership Representative.

(C) Successor Partnership Representative. Any successor Partnership Representative must have a substantial presence in the United States, have been Consented to by the Investor Member, and otherwise satisfy all statutory and regulatory requirements imposed by the Revised Partnership Audit Rules. The Person so designated must agree in writing to be bound by the terms of this Section 5.04 and shall not take any action in its capacity as Partnership Representative until the resignation and/or revocation of the prior Partnership Representative becomes effective under the Code or Treasury Regulations.

(D) Notice of Communications. The Partnership Representative shall (i) give the Members prompt notice of any inquiry, notice, or other communication received from the IRS or other applicable tax authority regarding the tax treatment of the Company or the Members, (ii) consult with the Investor Member in good faith on the strategy and substance of any tax audit or contest and (iii) give, to the extent possible, the Members prior notice of and a reasonable opportunity to review and comment upon any written communication the Partnership Representative intends to make to any taxing authority in connection with any examination, audit or other inquiry involving the Company. Without limiting the generality of the foregoing, the Company immediately shall send to all of the Members copies of any notice of a proposed or final Partnership Adjustment received by the Company and/or the Partnership Representative from the IRS. To the extent requested by the Investor Member and permitted under Treasury Regulations or by the IRS or other taxing authority in a particular tax audit or contest, the Partnership Representative shall cooperate in allowing the Investor Member or its representative to participate, at its own expense, in such tax audit or contest.

(E) Duties and Limitations on Authority. The Partnership Representative and any Designated Individual shall have all power and authority of a partnership representative and designated individual, respectively, as set forth in Section 6223 of the Code, and shall represent the Company and its Members in all dealings with the IRS and state and local taxing authorities, provided, however, that, except as specifically provided in Section 7.9(c) below, the Partnership Representative shall not, without the Consent of the Investor Member, have any power or authority to do any or all of the following:

- (i) make an election to opt out of the application of the Revised Partnership Audit Rules to the Company;
- (ii) make a Push-Out Election (as defined below) or request a modification to an Imputed Underpayment, except pursuant to 5.05(D);
- (iii) file an Administrative Adjustment Request;
- (iv) select any judicial forum for the litigation of any Company tax dispute;
- (v) take any other action (or fail to take any action) that would have the effect of finally determining any tax audit or contest; or
- (vi) extend the statute of limitations.

(F) Fiduciary Relationship. The relationship of the Partnership Representative to the Company and the Members shall be that of a fiduciary, and the Partnership Representative shall have a fiduciary obligation to perform its duties in such manner as will serve the best interests of the Company and its Members.

(G) Indemnification. To the extent of available funds, the Company shall indemnify the Partnership Representative against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the Partnership Representative in its capacity as the Partnership Representative, and not its capacity as a Member or a Former Member, in connection with any audit or administrative or judicial proceeding in which the Partnership Representative is involved solely by reason of being the Partnership Representative of the Company, provided that the same were not the result of negligence, misconduct, fraud, breach of fiduciary duty or breach of this Agreement on the part of the Partnership Representative and were the result of a course of conduct which the Partnership Representative, in good faith, reasonably believed to be in the best interests of the Investment Member and within the scope of its authority under this Section 5.04.

### **Section 5.05                      Modifications and Company Elections**

(A) Modifications to Imputed Underpayment. If the Company and/or Partnership Representative receives notice of a proposed Partnership Adjustment from the IRS, the Partnership Representative shall so notify the Members in accordance with the provisions of Section 5.04(B) above and, if requested to do so by the Investor Member, shall request modification of the Imputed Underpayment proposed in such notice in accordance with any applicable Treasury Regulations, forms, instructions, and other guidance prescribed by the IRS. Any such request by the Investor Member shall describe the modifications or adjustment factors that the Investor Member believes affect the calculation of the Imputed Underpayment in sufficient detail to substantiate the request for modification. Unless an extension of time is granted by the IRS, all information required to support a requested modification shall be submitted by the Investor Member to the Partnership Representative no later than one hundred eighty (180) days after the Investor Member receives notice of the proposed Partnership Adjustment from the Partnership Representative, and the Partnership Representative shall submit such information to the IRS no later than two hundred seventy (270) days after the date the proposed Partnership Adjustment notice was mailed by the IRS.

(B) Amended Returns; Alternative Procedure to Amended Returns. If requested to do by the Investor Member, the Partnership Representative shall request a modification of an Imputed Underpayment based on an amended return filed by a Member (or Indirect Member) which takes account of all of the Partnership Adjustments properly allocable to such Member (or Indirect Member). Any such request shall be accompanied by an affidavit from the requesting Member (or Indirect Member) signed under penalties of perjury that the requesting Member (or Indirect Member) has filed each required amended return or, in the case of the Pull-In Election, such information, in the form and manner specified by the IRS, as it requires, and paid all Taxes due as a result of taking into account the adjustments in the first affected year and all modification years, as such terms are defined and applied in any applicable Treasury Regulations, forms, instructions, and other guidance prescribed

by the IRS. In lieu of filing an amended return in accordance with Section 7.9(c)(ii) above, any Reviewed Year Member may elect to comply with the “pull-in” procedure described in Section 6225(c)(2)(B) of the Code. In such event, such Reviewed Year Member shall (1) pay all amounts due under Section 6225(c)(2)(A)(iii) of the Code, (2) take into account, in the form and manner set forth in any applicable IRS guidance, the adjustments to the tax attributes of such Reviewed Year Partner, and (3) provide, in the form and manner specified by the IRS (including, if so specified, in the same form as on an amended return), such information as the IRS may require to carry out the terms and intent of the pull-in procedure described in Section 6225(c)(2)(B) of the Code. Copies of all notices and filings made pursuant to this Section 5.05(B) shall be provided by the Reviewed Year Member to the Partnership Representative.

(C) Reallocation Adjustment. In the case of a Partnership Adjustment that reallocates the distributive share of any tax item from one Member to another, the Partnership Representative shall be required to submit the modification request to the IRS under this Section 5.05(C) only if all Members (or Indirect Members) affected by such adjustment (“Affected Members”) provide the affidavit(s) described in clause (ii) above or the Partnership Representative is notified by the IRS that one or more Affected Members have taken (or will take) into account their allocable share of the adjustment through other modifications approved by the IRS (such as, but not limited to, a closing agreement).

(D) Push-Out Election. If the Company receives notice of a final Partnership Adjustment from the IRS, the Partnership Representative shall so notify the Members and any Former Members in accordance with the provisions of 5.04(B) above and, if requested to do so by the Investment Member, shall make an election (a “Push-Out Election”) under Section 6226 of the Code with respect to one or more Imputed Underpayments set forth in the final Partnership Adjustment notice. Except as hereinafter provided, if a Push-Out Election is made, each Reviewed Year Member shall take into account its allocable share of the Partnership Adjustments that relate to the specified Imputed Underpayment (as determined with the Consent of the Investment Member for such Reviewed Year) and shall be liable for any Taxes as described in Section 6226 of the Code and any applicable Treasury Regulations or other guidance prescribed by the IRS. Notwithstanding the foregoing, to the extent permitted by law, any Reviewed Year Member that is a partnership or S corporation may, at its option and in accordance with any applicable Treasury Regulations or other guidance prescribed by the IRS, elect (in lieu of paying its allocable share of such Partnership Adjustments) to push out the liability for Taxes attributable to such Partnership Adjustments to its Members (including Indirect Members). Any Push-Out Election shall be filed within forty-five (45) days of the date the notice of final Partnership Adjustment is mailed by the IRS (or such later date as permitted by Treasury Regulations or IRS guidance) and shall be in such form, and shall contain such information, as required by any applicable Treasury Regulations, forms, instructions and other guidance prescribed by the IRS. If a Push-Out Election is made, the Partnership Representative shall furnish to each Reviewed Year Member and the IRS, for each Reviewed Year within sixty (60) days after the date all of the Partnership Adjustments to which the statement relates are finally determined, a statement that includes all items and information required under any applicable Treasury Regulations, forms, instructions, and other guidance prescribed by the IRS.



(E) Reimbursement of Allocable Share of Imputed Underpayment. If the Company becomes obligated to make an Imputed Underpayment under Code Section 6225, each of the Members (including any Former Member) to whom such liability relates (as determined with the Consent of the Investment Member) shall be obligated, within thirty (30) days after written notice from the Managing Member, to pay an amount that, on an after-tax basis if such payment is treated as an indemnity payment under this Section 5.05(E), is equal to its allocable share of such amount to the Company; provided, however, that if and to the extent that the Company's liability results from a loss, disallowance or recapture of Tax Credits for which a payment to such Person is due and has not been paid, the amount otherwise payable by such Person to the Company under this Section 5.05(E) shall be reduced by such unpaid amounts so that the Company will bear the portion of the Imputed Underpayment equal to such reduction and the Managing Member shall advance such unpaid amounts to pay the Imputed Underpayment. Any amount not paid by a Member (or Former Member) within such 30-day period shall accrue interest at Prime Rate plus 2% until paid. Any such payment made by any Member shall be treated as a Capital Contribution and, if and to the extent permitted by the Code and Treasury Regulations, any Capital Account reduction attributable to the Imputed Underpayment shall be allocated to the Members in proportion to such Capital Contributions. Any such payment made by any Former Member shall be treated as an indemnity payment and not as a Capital Contribution or loan to the Company.

(F) Withholding. Notwithstanding anything to the contrary contained herein, the Managing Member shall cause the Company to withhold from any distribution or payment due to any Member (or Former Member) under this Agreement any amount due to the Company from such Member (or Former Member) under clause (v) above. Any amount(s) so withheld shall be applied by the Company to discharge the obligation in respect of which such amount was withheld. All amounts withheld pursuant to the provisions of this Section 5.05(F) with respect to a Member (or Former Member) shall be treated as if such amounts were distributed or paid, as applicable, to such Member (or Former Member).

(G) Indemnity. To the extent that a portion of the Taxes imposed under Code Section 6225 relates to a Former Member, the Managing Member shall require such Former Member to indemnify the Company for its allocable portion of such tax (including any penalties, additions to tax, additional amounts, and interest) to the extent such amounts have not been withheld pursuant to the provisions of this Section 5.05. Each Member acknowledges that, notwithstanding the transfer or liquidation of all or any portion of its Interest in the Company, it shall remain liable for Taxes with respect to its allocable share of income and gain of the Company for the Company's taxable years (or portions thereof) prior to such transfer or liquidation unless otherwise agreed to in writing by the Members during the taxable year(s) (or portion thereof) to which the Taxes relate and all Former Members during the Company's taxable year(s) (or portion(s) thereof) to which the Taxes relate.

(H) Continuing Obligations. Whether the liability is assessed to the Company or the Members (or Former Members), the parties hereto acknowledge and agree that nothing in this Section 5.05 is intended, nor shall it be construed, to modify or waive any obligations

of the Managing Member under this Agreement including, without limitation, the obligation to make a payment pursuant to the provisions of Section 5.3.

#### **Section 5.06 Consistent Tax Treatment**

Except as hereinafter provided, each Member agrees that its treatment on its own federal income tax return of each item of income, gain, loss, deduction, or credit attributable to the Company shall be consistent with the treatment of such items on the Company return, including the amount, timing, and characterization of such items. Notwithstanding the foregoing general requirement, any Member may file a statement identifying certain items that are inconsistent (or that may be inconsistent) in accordance with any applicable Treasury Regulations, forms, instructions, or other guidance provided by the IRS. Any such statement shall be attached to the Member's tax return on which the item is treated inconsistently.

#### **Section 5.07 Tax Counsel or Accountants**

The Partnership Representative, with the reasonable Consent of the Investor Member, shall employ experienced tax counsel and/or accountants to represent the Company in connection with any audit or investigation of the Company by the IRS or any other taxing authority and in connection with all subsequent administrative and judicial proceedings arising out of such audit. Such counsel and/or accountants shall be responsible for representing the Company; it shall be the responsibility of the Members, at their expense, to employ tax counsel or accountants to represent their respective separate interests.

#### **Section 5.08 Survival**

The obligations of each Member or Former Member under this Section shall survive the transfer, redemption or liquidation by such Member of its Interest and the termination of this Agreement or the dissolution of the Company.

#### **Section 5.09 Amendments**

Upon the promulgation of revised Treasury Regulations implementing the Revised Partnership Audit Rules or upon further amendment of the Revised Partnership Audit Rules, the Members will evaluate and consider options available with respect to preserving the allocation of responsibility and authority described in this Section 5.09, while conforming with the applicable provisions of the revised partnership audit procedures. The Members agree to work together in good faith to make elections and amend this Agreement (if any party determines that an amendment is required) to maintain the intent of the parties with respect to the obligations and limitations of the Partnership Representative.

#### **Section 5.10 State and Local Income Tax Matters**

The provisions of this Article 5 shall also apply to state and local income tax matters affecting the Company to the extent the terms and conditions hereof have any application to audit procedures at the state and local level.

#### **Section 5.11 Removal.**

(A) In the event that a Material Default occurs, the Master Tenant may, at its election, proceed to exercise its rights under this Section 5.11 by giving notice of such Material Default to the Managing Member (except in the case of a Terminating Event with respect to a sole Managing Member, in which case no such notice shall be required and the rights of the Master Tenant set forth in this Section shall be immediately exercisable). If such default is not cured within ten (10) Business Days following such notice (or cured within a reasonable time in the event that it is impossible to cure such default within such 10-day period, provided that the Managing Member is diligently and in good faith seeking to cure such default and there has been no assignment of or institution of proceedings to foreclose any Mortgage), the Master Tenant may elect to become, or have its designee become, an additional Managing Member with any or all of the rights and privileges of the Managing Member, including, without limitation, the right to directly enforce the Company's rights under this Agreement or the Master Lease, and to give any notices or file any objections permitted or required to be given or filed by the Company. Upon such election by the Master Tenant, the Master Tenant or its designee shall automatically become and shall be deemed to be the Managing Member. If the Master Tenant or such other Person shall become an additional Managing Member as herein stated, its interest in the Company shall not be increased as a result thereof. In the event of the admission of the Master Tenant or such Person as a Managing Member pursuant to this Section 5.11, and if there are then any other Managing Members, the Master Tenant or such other Person shall have managerial rights, authority and voting rights of 51% on any matters to be decided or voted upon by the Managing Members or the Managing Member, as the case may be, and the rights and authority of the remaining Members or the Managing Member, as the case may be, shall be deemed to be equally divided among them. In such case, however, the original Managing Member shall continue to be liable for all its obligations under this Agreement, provided that the Managing Member shall have no liability for actions of the Master Tenant that are not permitted under this Agreement.

(B) In addition to the foregoing, the Master Tenant may elect to remove the Managing Member from the Company by paying the Managing Member an amount equal to the sum of (i) any fees earned through the date of removal due to the Managing Member, (ii) an amount equal to 100% of the Managing Member's positive Capital Account balance, if any, following a deemed sale of the Project and any other Company Assets and a deemed liquidation of the Company (but prior to any deemed distributions upon liquidation), and (iii) the principal balance and any accrued but unpaid interest on any loans made to the Company that were permitted to be made under this Agreement, minus an amount equal to any loss or damage suffered by the Company or the Master Tenant as a result of the Material Default creating the right of the Master Tenant to remove the Managing Member pursuant to the provisions of this Section 5.11.

(C) For purposes of this Section 5.11, the net proceeds from the deemed sale discussed above shall be equal to the Fair Market Value of the Project plus the Fair Market Value of all other Company property, including but not limited to cash and cash equivalents, as encumbered by the Company's remaining obligations under the Operating Documents. "Fair Market Value" shall be determined as follows: As soon as practicable and in any event within thirty (30) days following the notice from the Master Tenant to the Managing

Member of its election to remove the Managing Member, the Managing Member and the Master Tenant shall select an Independent Appraiser (as defined in the Master Tenant Operating Agreement). In the event the parties are unable to agree upon an Independent Appraiser within such thirty (30) day period, the Managing Member and the Master Tenant each shall select an Independent Appraiser. If the difference between the two appraisals is within ten percent (10%) of the lower of the two appraisals, the Fair Market Value shall be the average of the two (2) appraisals. If the difference between the two (2) appraisals is greater than ten percent (10%) of the lower of the two (2) appraisals, then the two appraisers shall jointly select a third appraiser whose determination of Fair Market Value shall be deemed to be binding on all parties. If the two (2) appraisers are unable jointly to select a third appraiser, either the Managing Member or the Master Tenant may, upon written notice to the other, apply to the presiding judge of a court of competent jurisdiction in Syracuse, New York for the selection of the third appraiser who shall then participate in such appraisal proceeding, and who shall be selected from a list of names of Independent Appraisers submitted by the Managing Member and the Master Tenant. Each list of names of Independent Appraisers shall be submitted within ten (10) days after the date on which the appraisal proceeding is invoked, or will be disregarded and the appraiser shall be selected from the list provided. The appraisals shall take into account any legal provisions affecting the Project (including those set forth in any of the Operating Documents and in the Code, if applicable) and any increase in real property taxes owed by the Company that are triggered by the removal. Any transfer taxes owed by the Company that are triggered by the removal shall be paid by the removed Managing Member. The Company shall pay the cost of any appraiser(s) selected pursuant to this Section 5.11.

(D) In the event of the removal of any Managing Member pursuant to the provisions of this Section 5.11, any amounts due to the Managing Member pursuant to the provisions of Section 5.11 above shall be payable from the first available proceeds prior to any other distributions or payments to the Members under Section 5.11 hereof. The obligation of the Company to make such payments shall be evidenced by a negotiable nonrecourse non interest bearing promissory note issued by the Company and secured solely by a security interest in the Interest(s) of the continuing Member[s].

(E) Upon receipt of payment by the Managing Member of any and all amounts due to it under the provisions of this Section 5.11, the Company and its remaining Members shall be completely released from all liability to the Managing Member and its affiliates generally and to any others to whom any distribution, loan, fee or other payments are to be made under this Agreement, or otherwise. Concurrently with, and as a condition to, such payment, the Managing Member shall provide the Company and the Master Tenant (the "released parties") with additional written releases from the Managing Member (and any affiliates to whom obligations of any kind are owed by any of the released parties or any of their affiliates) confirming such releases. In addition, upon the removal of any Managing Member, the Managing Member shall be relieved of all of its future obligations to the Company (including, but not limited to, its obligation to make any loans), and the Company shall provide the removed Managing Member with a written release confirming such release. Notwithstanding the foregoing, the removal of a Managing Member shall not

relieve such Managing Member from any liabilities to the Master Tenant hereunder from any action or omission to act of the Managing Member prior to its removal.

(F) Each Member hereby irrevocably appoints the Master Tenant (with full power of substitution) as the attorney-in-fact of such Member for the purpose of executing, acknowledging, swearing to, recording and/or filing any amendment to this Agreement and the Articles necessary or appropriate to effectuate the provisions of this Section 5.11.

## ARTICLE VI

### MEETINGS OF AND VOTING OF MEMBERS

**Section 6.01 Annual Meeting.** An annual meeting of Members shall be held within five (5) months after the close of the fiscal year of the Company on such date and at the time and place as shall be fixed by the Members. At the annual meeting the Members shall elect officers and transact such other business as may properly be brought before the meeting.

**Section 6.02 Special Meeting.** A special meeting of Members may be called at any time by the Managing Member and shall be called by the Managing Member at the request in writing by at least two of the Members. Any request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of Members shall be confined to the purposes set forth in the notice thereof.

**Section 6.03 Notice of Meetings.** Written notice of the time, place and purpose of every meeting of Members shall be given to each Member of record entitled to vote at such meeting, not less than ten nor more than fifty days prior to the date set for the meeting. Notice shall be given either personally or by mailing said notice by first class mail to each Member at his/her address appearing in the record book of the Company or at such other address as requested in writing by the Member.

**Section 6.04 Waiver.** A written waiver of notice setting forth the purpose of the meeting for which notice is waived, signed by the person or persons entitled to such notice, whether before or after the time of the meeting stated therein, shall be deemed equivalent to the giving of such notice. The attendance by a Member either in person or by proxy without protesting the lack of notice thereof shall constitute a waiver of notice of such Member.

**Section 6.05 Place of Meetings.** Meetings of the Members shall be held at the principal office of the Company or any other place, within or outside the State of New York, as agreed upon by the Members and designated in any notice of such meeting. If no such designation is made, the place of any such meeting shall be the principal office location of the Company.

**Section 6.06 Quorum.** Attendance of a majority of the Members at a meeting shall be required for a quorum.

**Section 6.07 Voting.** Every Member shall be entitled to vote at any meeting of the Members and may vote in person or by proxy. Any action, except as may otherwise be provided herein or by statute or the Articles of Organization, shall be authorized by a majority vote of the

members cast in favor of or against such action. Those actions which require unanimous approval of all the Members shall include the following:

- (A) Acceptance of new Members.
- (B) Establishment or relocation of offices.
- (C) Approval of the sale, lease, exchange or other disposition of all or substantially all of the assets of the Company.
- (D) Amendment to this Operating Agreement.

**Section 6.08 Proxies.**

- (A) A Member may vote in person or by proxy. A proxy may be any individual eighteen (18) years or older.
- (B) Every proxy must be signed by the Member or his or her attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided in this section.
- (C) The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Company.

**Section 6.09 Action by Members Without a Meeting.** Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing to proceed without a meeting shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

**Section 6.10 Meetings by Conference Telephone.** If a Member determines a need to accommodate a Member(s) who may not be able to personally attend a meeting, Members may participate in a meeting by means of conference telephone or similar communications equipment, by means of which all person participating in the meeting can hear each other and persons present at the designated place of the meeting can hear all of the persons participating in the meeting, and such participating shall constitute presence at such meeting.

**ARTICLE VII**

**[RESERVED]**

## ARTICLE VIII

### BOOKS AND RECORDS; ACCOUNTING; TAX ELECTIONS; ETC.

#### Section 8.01 Books and Reporting.

(A) The Managing Member shall maintain or cause to be maintained for the term of the Company a complete and accurate set of books and supporting documentation of transactions with respect to the conduct of the Company's business. The books of the Company shall be kept on the accrual basis and shall at all times be maintained at the principal office of the Company. Each Member and its duly authorized representatives shall have the right to examine and audit the books of the Company and all other records and information concerning the operation of the Property and the compliance of the Managing Member with the requirements of this Agreement from time to time without prior notice during regular business hours provided that such examination shall not unreasonably disrupt or interfere with the Company's business or operations.

(B) Beginning with the current Fiscal Year, the balance sheet of the Company shall be compiled by the Accountants. The Managing Member shall, promptly upon receipt of the items required under this paragraph and in any event within 120 days after the end of each Fiscal Year, transmit to the Members copies of such items.

(C) The Accountants also shall review and sign the federal and state income tax returns of the Company. The Managing Member or its designee shall complete the books of the Company in such time as will allow the Accountants to complete such tax returns no later than April 1 of each year, including the provision to the Accountants of all financial statements and information needed to prepare the prior year's tax returns. The Managing Member shall cause such tax returns to be filed within such time periods and shall immediately upon the filing thereof transmit to the Members a copy of the complete federal Company tax return (i.e., Form 1065 and all accompanying schedules, including Schedule K-1) and all state income tax returns. In the event that any such items will not be delivered within the time limits set forth herein, the Managing Member shall immediately notify the Members, and shall furnish it with copies of any extensions relating thereto.

## ARTICLE IX

### WITHDRAWAL OF MEMBER

**Section 9.01 Voluntary Withdrawal.** No Member shall have the right to withdraw voluntarily from the Company or otherwise to Transfer all or a portion of its Interest without the Consent of the other Members.

## ARTICLE X

### TRANSFER OF INTERESTS

**Section 10.01 Restrictions on Membership Interest.** Each Member agrees that he will not sell, transfer, assign or in any way alienate any of his Interest, whether now owned or

hereafter acquired, or any right, or interest therein, whether voluntarily or by operation of law, or by gift, bequest or otherwise, except through a transfer in accordance with the requirements of this Agreement and consistent with the laws of the State of New York and the United States. Any purported transfer in violation of the provisions of this Agreement, or in violation of the laws of the state or of the United States, shall be void and ineffective, and shall not operate to transfer any interest or title to the purported transferee. Nothing contained in this Agreement shall be construed to limit or render ineffective any other provisions of this Agreement or the Articles of Organization of this Company consented to by the Members further restricting or conditioning the transfer of an Interest of this Company, or providing penalties or disqualifications for violations of these restrictions or conditions.

## ARTICLE XI

### MISCELLANEOUS

**Section 11.01 Notice.** Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) delivered to a nationally recognized overnight delivery service, (iii) sent by telecopier or other facsimile transmission, answerback requested, or (iv) delivered personally, in each case, to the parties at such other addresses as such parties may designate by notice to the Company.

**Section 11.02 Binding Provisions.** The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

**Section 11.03 Governing Law and Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws. The parties agree and consent that venue for purposes of resolving any dispute or controversy relating to this Agreement shall be in the State of New York.

**Section 11.04 Entire Agreement.** This Agreement and all other written agreements referred to herein constitute the entire agreement among the parties and supersede any prior agreements or understandings among them with respect to the subject matter hereof.

**Section 11.05 Survival of Obligations.** All monetary obligations of the Company or the Members hereunder shall survive a sale by a Member of its Interest or the termination of the Company until satisfied by the Company or the Member, as the case may be.

**Section 11.06 Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto. Any counterpart of this Agreement, which has attached to it separate signature pages which together contain the signatures of all Members or is executed by an attorney-in-fact on behalf of some or all of the Members, shall for all purposes be deemed a fully executed instrument.



Transmission by facsimile, "PDF" or similar electronic format of an executed counterpart of this Operating Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

**[SIGNATURE PAGE FOLLOWS]**

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

**Master Tenant:**

**600 FRANKLIN MT LLC**  
A New York limited liability company

By: **DUPLI ASSOCIATES LLC**  
a New York limited liability company  
Its Managing Member

By: **FS DEVELOPMENT ASSOCIATES, LLC**  
a New York limited liability company  
Its Managing Member

By:   
Mark Lane, Managing Member

**Managing Member:**

**DUPLI ASSOCIATES LLC**  
a New York limited liability company

By: **FS DEVELOPMENT ASSOCIATES, LLC**  
a New York limited liability company  
Its Managing Member

By:   
Mark Lane, Managing Member

**SCHEDULE A**

**CAPITAL CONTRIBUTIONS**

**NAME:**

**CAPITAL CONTRIBUTION:**

Managing Member

Projected to be \$[ ] at such time and on terms as set forth in the Projections and as set forth in the Master Tenant Operating Agreement, as adjusted pursuant the terms thereof.

A projected HTC Bridge Equity contribution in the amount of \$[ ]. Managing Member will receive a guaranteed payment for the use of its capital equal to 6% per annum on the outstanding balance of HTC Bridge Equity. All capital contributions by Master Tenant after its first installment of capital contribution in the amount of \$[ ] shall be distributed to Managing Member as a return of HTC Bridge Equity.

Master Tenant

Projected to be \$[ ] at such time and on terms as set forth in the Projections and as set forth in the Master Tenant Operating Agreement, as adjusted pursuant the terms thereof.

**EXHIBIT “D”**  
**RESOLUTION**

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**UNANIMOUS WRITTEN CONSENT  
OF THE MANAGING MEMBER AND MEMBERS  
OF  
600 FRANKLIN OWNER LLC**

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The undersigned, being the managing member, and all of the members, of **600 Franklin Owner LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York (the “Company”), do hereby consent to the adoption of the following resolutions, such action to have the same force and effect as if taken at a meeting duly called and held for that purpose:

**WHEREAS**, Dupli Associates, LLC (hereinafter “Managing Member”) is the managing member of the Company, and Managing Member and 600 Franklin Master Tenant LLC (“Master Tenant”) are the only members of the Company;

**WHEREAS**, the Company 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**, the Company 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 the Company 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 the Company 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 the Company in accordance with Tompkins loan agreements and otherwise secured by other collateral and repaid by the Company 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 Company dated as of March 23, 2020 (the “Bridge Loan LOI”) whereby Bridge Lender has agreed to make to the Company 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 Company dated as of March 23, 2020 (the “Equity LOI”) whereby Investor will make capital contribution into 600 Franklin Master Tenant LLC 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 is empowered to, on behalf of the Company, (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 the Company; 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 executing the same may deem proper and advisable and the Managing Member 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 is empowered to, on behalf of the Company, 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 executing the same may deem proper and advisable, and the Managing Member 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 is empowered, on behalf of the Company, to execute and deliver to the Master Tenant 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 executing the same may deem proper and advisable, and the Managing Member, is authorized to act on behalf of the Company and to execute and deliver such documents to the Master Tenant; and it is

**FURTHER RESOLVED**, that the Managing Member is 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 deems 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.

**MEMBER AND MANAGING MEMBER**

**DUPLI ASSOCIATES, LLC**

A New York limited liability company

By: **FS Development Associates, LLC**  
Its Manager

By: \_\_\_\_\_

Name: **Mark E. Lane**

Title: **Managing Member**

**MEMBER**

**600 FRANKLIN MASTER TENANT LLC**

A New York limited liability company

By: **Dupli Associates LLC**  
A New York limited liability company  
Its Managing Member

By: **FS Development Associates, LLC**  
Its Manager

By: \_\_\_\_\_

Name: **Mark E. Lane**

Title: **Managing Member**



**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		<a href="mailto:tim@ldts-law.com">tim@ldts-law.com</a>				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



# 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, 6<sup>th</sup> Floor  
Syracuse, New York 13202

Dupli Associates LLC  
113 Court Street  
Binghamton, New York 13901

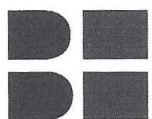
600 Franklin Owner LLC  
113 Court Street  
Binghamton, New York 13901

Re: City of Syracuse Industrial Development Agency  
Lease/Leaseback Transaction  
Dupli Associates LLC – Dupli Building 1 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 600 Franklin Owner LLC (“*600 Franklin*”) and together with Dupli, collectively, the “*Company*”) 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<sup>[1]</sup> (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

[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%20and%20Business%20Development/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](http://www.syr.gov.net/uploadedFiles/Departments/Neighborhood%20and%20Business%20Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf)



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.

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.

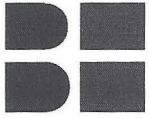
Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Dupli Building 1 Agency Lease (as defined herein).

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





December 17, 2020

Page 3

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 "**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*



LYNN D'ELIA  
TEMES &  
STANCZYK

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

600 Franklin Owner LLC  
113 Court Street  
Binghamton, New York 13901

City of Syracuse Industrial Development Agency  
201 East Washington Street, 6<sup>th</sup> Floor  
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency  
Lease/Leaseback Transaction  
Dupli Associates LLC – Dupli Building 1 Project

Ladies and Gentlemen:

We have acted as counsel to Dupli Associates LLC ("**Dupli**") and 600 Franklin Owner LLC ("**600 Franklin**") and together with Dupli, collectively, the "**Company**") in connection with a certain project (the "**Project**"<sup>1</sup>) 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 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

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<sup>1</sup> The Project is an amendment of a prior project undertaken by the Agency in July 2017 at the request of Dupli.

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<sup>2</sup> (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.

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 1 Company Lease, dated December 1, 2020, by and among Dupli, 600 Franklin and the Agency (the "**Dupli Building 1 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 1 Agency Lease Agreement dated as of December 1, 2020 by and among the Agency, Dupli and 600 Franklin (the "**Dupli Building 1 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 1 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 1 Payment in Lieu of Taxes Agreement dated as of December 1, 2020 (the "**Dupli Building 1 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 1 Project Agreement, dated as of December 1, 2020, by and among the Agency and the Company (the "**Dupli Building 1 Project Agreement**" and together with the Original

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<sup>2</sup> 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)

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 1 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 600 Franklin 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 600 Franklin 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 600 Franklin and the Company Documents have been duly executed and delivered by an Authorized Representative of each Dupli and 600 Franklin 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 600 Franklin'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 600 Franklin 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 600 Franklin.

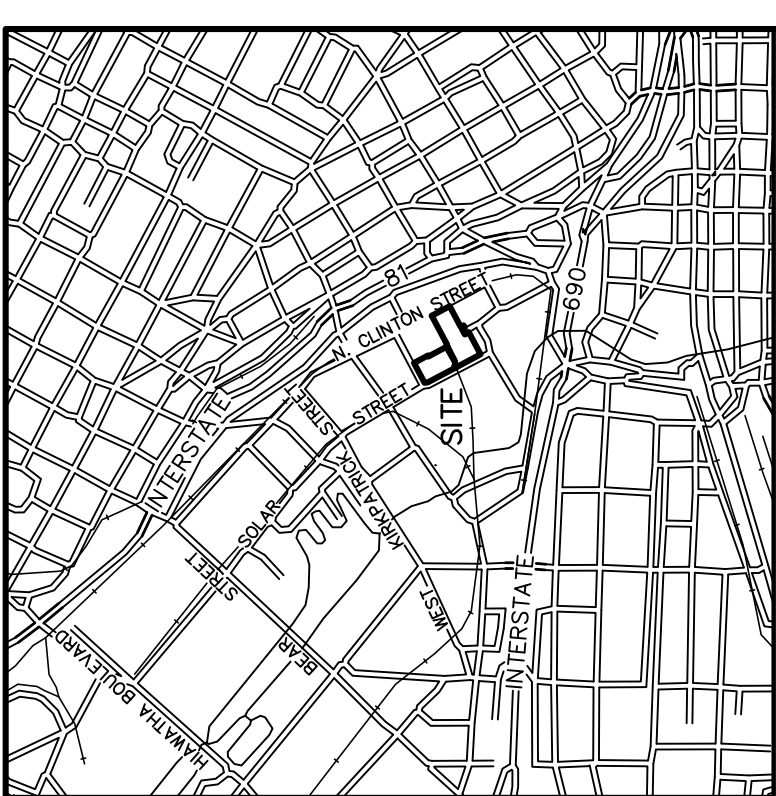
5. To the best of our knowledge, in reliance on the certificates and opinions specified herein, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against, or affecting either Company wherein an unfavorable decision, 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 'A. J. DeLo', is written below the text 'Very truly yours,'.



**LOCATION PLAN**  
Scale: 1" = 2000'

**NOTES:**

Total area: 3.263± 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 National Flood Insurance Study, Community Flood Insurance Map Community Panel No. 36067C0216F.  
Effective date: November 4, 2016.  
Tax Map Nos. 118-06-08

BULK REGULATIONS	
PRESENT ZONE:	LAKEFRONT DISTRICT T5
LOT DIMENSIONS	
Width	18 ft. to 54 ft.
Depth	80 ft. min.
FRONTAGE BUILD-OUT	70% min.
BUILD-TO-LINE	
All Buildings	0 ft. to 12 ft.
SIDE SETBACK	
Principal Building	0 ft. min.
Back Building	0 ft. min. each side
Outbuilding	0 ft. min. each side
REAR SETBACK	
Principal Building	0 ft. min.
Outbuilding	0 ft. min.

By: (i) Merrell Sole Master Tenant, LLC; (ii) Foss NY Historic Fund V, LLC; (iii) Foss Bridge Credit, LLC; (iv) Lyon D'Elia Temes & Stanczyk, LLC; (v) Chicago Title Insurance Company; and (vi) Tompkins Trust Company, ISAOA ATMA.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1.2, 3.4, 6(a), 6(b), 7(b), 7(d), 8.3, 10, 11(a), 11(b), 11(c), 11(d), 11(e), 11(f), 11(g), 11(h), 11(i), 11(j), 11(k), 11(l), 11(m), 11(n), 11(o), 11(p), 11(q), 11(r), 11(s), 11(t), 11(u), 11(v), 11(w), 11(x), 11(y), 11(z), 12, 13, 14, 15, 16, 17, 18, 19 and 20(a) of Table A thereto. The field work was completed on November 23, 2020.

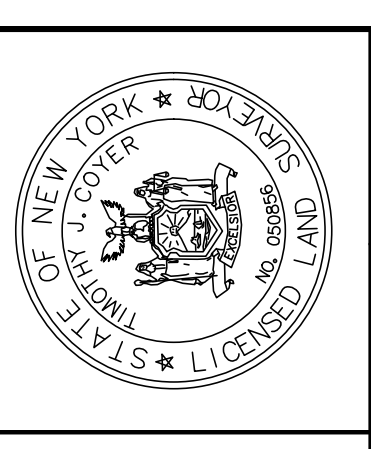
Date of Plat or Map: November 20, 2020

Signed:

Timothy J. Coyar, L.S.

N.Y.S. Licensed Land Surveyor Registration No. 0508356

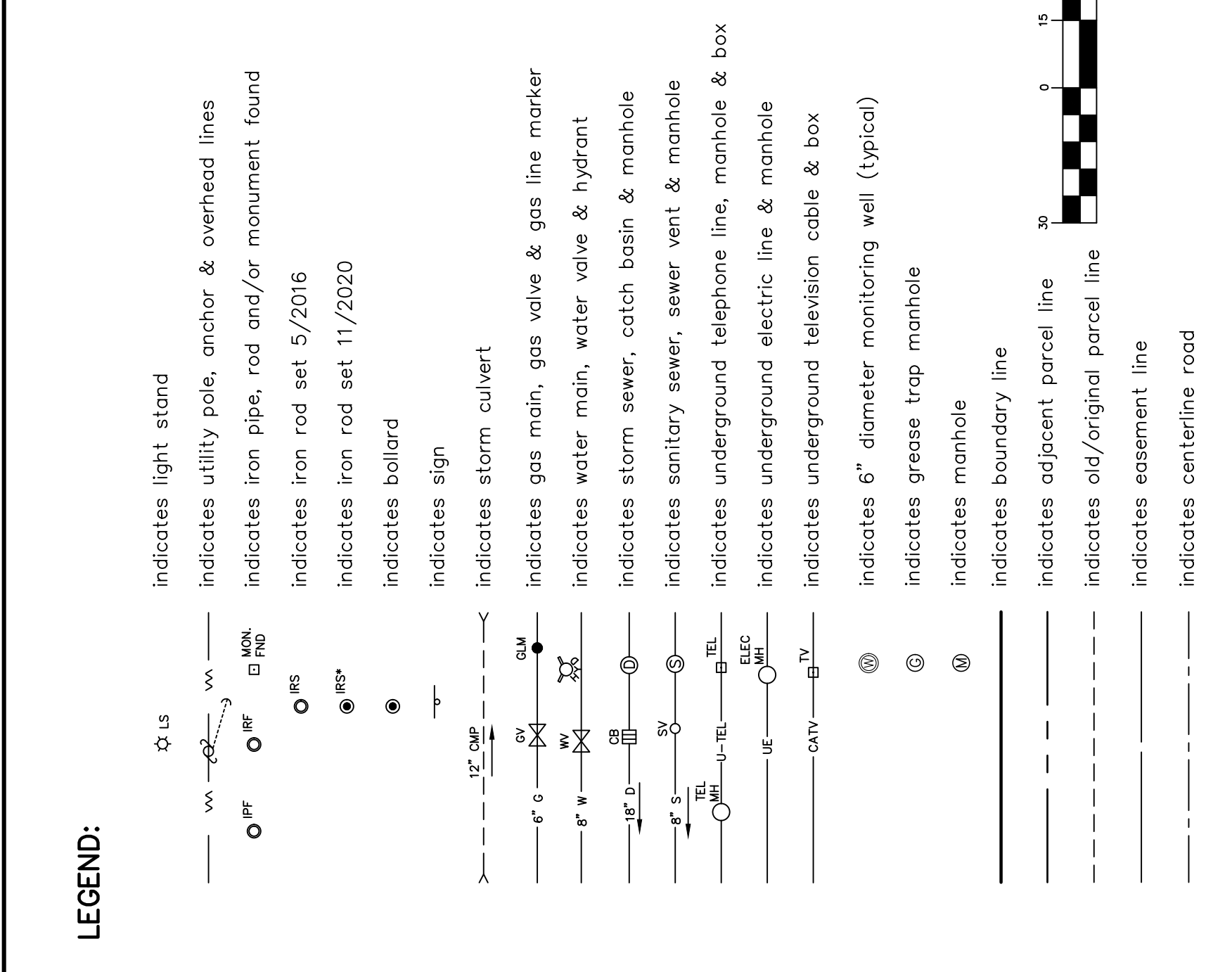
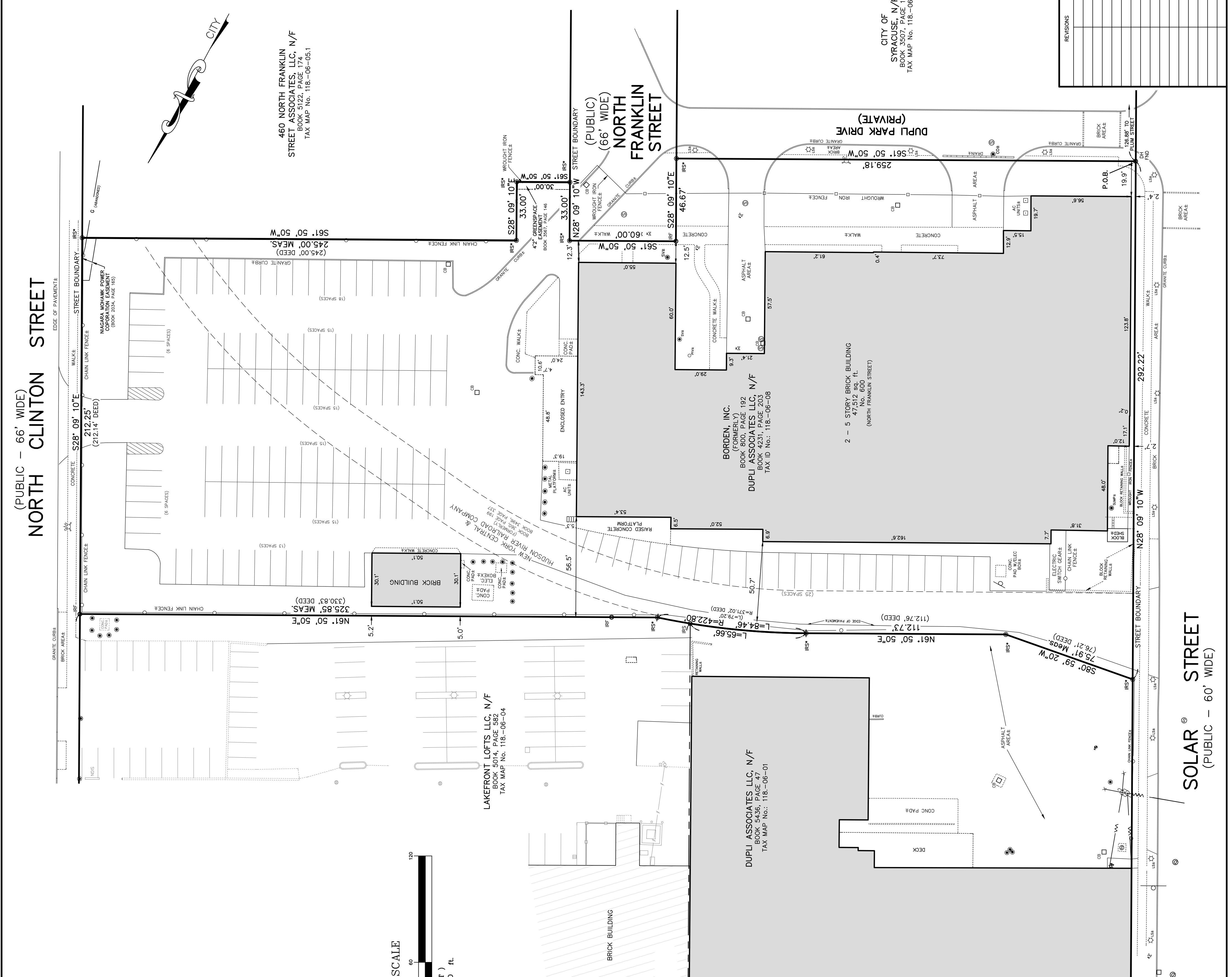
Subject to any statement of facts on accurate and up to date abstract of title and show. Any survey bearing a registered land surveyor's seal is a violation of Chapter 170, Article 17, Section 17-100, sub-section 2, of the New York State Education Law.



ALTA/NSPS LAND TITLE SURVEY  
600 NORTH FRANKLIN STREET  
PART OF SALINA MARSH LOT NO. 39  
CITY OF SYRACUSE  
ONONDAGA COUNTY, NEW YORK

IANUZI & ROMANS  
LAND SURVEYING, P.C.  
1000 EAST 10TH STREET  
NORTH SYRACUSE, NY 13212  
PHONE: (315) 457-7200  
FAX: (315) 457-9251  
EMAIL: mail@ianuziromanspc.com

DATE: NOVEMBER 20, 2020  
SCALE: 1" = 30'  
FILE No.: 359.301  
SHEET No.  
F.B. No. 1615



**GRAPHIC SCALE**  
( IN FEET )  
1 inch = 30 ft.

**SCHEDULE A**

ALL THAT TRACT OR PARCEL OF LAND, situated in the City of Syracuse, County of Onondaga and State of New York, known as the Part of Salina Marsh Lot No. 39, being part of lands conveyed to Borden's Food Products Company, Inc., and/or Borden, Inc. by the following 3 deeds:

- 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;
- from Borden's Milk Products Company, Inc. dated November 28, 1968 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 341;
- from Woodalek Enterprises, LTD. dated November 28, 1968 and recorded in Onondaga County Clerk's Office in Book 3496 of Deeds at Page 337;

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

- Easement to Niagara Mohawk Power Corporation dated January 11, 1961 and recorded in Onondaga County Clerk's Office in Book 2034 of Deeds at page 603c; -Affects survey area shown on map.
- Easement to New York Telephone Company dated October 8, 1987 and recorded in Onondaga County Clerk's Office in Book 3395 of Deeds at Page 944c; -Unable to plot.
- Easement granted in a Bargain & Sale Deed to Franklin Square Housing Association August 19, 1959 and recorded October 3, 1959 in the Onondaga County Clerk's Office in Book 352 of Deeds at page 144; -Affects survey area shown on map.

**TITLE REPORT**

BY: CHICAGO TITLE INSURANCE COMPANY  
TITLE No.: 2017-7028EC  
EFFECTIVE DATE: NOVEMBER 6, 2020

**SOLAR**  
(PUBLIC - 60' WIDE)

**STREET**  
(PUBLIC - 60' WIDE)

## CLOSING MEMORANDUM

### CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

### DUPLI ASSOCIATES LLC – DUPLI BUILDING 1 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 City<sup>1</sup> (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.

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 secured a historic tax credit investor for that portion of the Project.

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,

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<sup>1</sup> 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)



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.

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 Documents for the Building 1 Project.

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) (bearing tax parcel identification number 118.-06-08.0), improved by an approximate 149,000 square foot building ("**Building 1**"), 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<sup>[1]</sup> (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 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 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 600 Franklin as its agent for purposes of completing the Project and the granting of certain Financial Assistance.

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[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)

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 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 " <b>Public Hearing Resolution</b> "). |
| 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 " <b>SEQRA Lead Agency Resolution</b> ").            |

- 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), 600 Franklin (F), Company's Counsel (CC), Lender's Counsel (LC) as follows:

<b>A.</b>	<b>Basic Documents</b>	<b>Responsible Party</b>	<b>Signatories</b>
1.	Original Project Agreement	AC	Final
2.	First Amendment to Project Agreement	AC	D, A
3.	Dupli Building 1 Project Agreement	AC	D, F, 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 1 Company Lease	AC	D, F, A
9.	Memorandum of Dupli Building 1 Company Lease Agreement with TP-584	AC	D, F, A
10.	Original Bill of Sale		Final
11.	Dupli Bill of Sale	AC	D
12.	600 Franklin Bill of Sale	AC	F
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 1 Agency Lease	AC	F, D, A
18.	Memorandum of Dupli Building 1 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 (600 Franklin)	AC	A
25.	Form ST-60 indicating appointment of 600 Franklin 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 (600 Franklin)	AC	D, F, A
30.	Form 412-a (600 Franklin)	AC	A
31.	Mortgage (Tompkins Trust Company)	LC	
32.	Assignment of Leases and Rents	LC	
33.	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
<b>C.</b>	<b>Items To Be Delivered By Dupli</b>		
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
<b>D.</b>	<b>Items To Be Delivered By 600 Franklin</b>		
1.	General Certificate of 600 Franklin 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		
<b>F.</b>	<b>Opinions of Counsel</b>	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 and Assignment of Leases and Rents 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 600 Franklin Owner LLC J. Kemper Matt, Jr., Member
Company Counsel:	Lynn, D'Elia, Temes & Stanczyk LLC Timothy Lynn, Esq.
For the Lender:	Tompkins Trust Company
Lender's counsel:	The Wladis Law Firm, P.C. Scott R. Hatz, Esq.
Agency's Counsel:	Bousquet Holstein PLLC Susan R. Katzoff, Esq.