
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

101 NORTH SALINA ST, LLC

TRANSCRIPT OF PROCEEDINGS

THE POST PROJECT

CLOSING DATE: DECEMBER 17, 2021

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

101 NORTH SALINA ST, LLC – THE POST PROJECT

CLOSING INDEX

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12	Sales Tax Exemption Letter
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14	PILOT Affirmation Letter
15	PILOT Agreement
16	Form 412-a
17	Notice of relocation was given pursuant to Section 859-a(5)(d) of the General Municipal Law of the State of New York
	B. Items To Be Delivered By The Agency
18	General Certificate of the Agency relating to incumbency and signatures of officers, execution and delivery of Agency Documents to which it is a party, no litigation and continued existence, with the following items included as

exhibits:

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

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

Exhibit "C" - By-laws

Exhibit "D" - Public Hearing Resolution

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

Exhibit "F" - SEQRA Resolution

Exhibit "G" - Inducement Resolution

Exhibit "H" - PILOT Resolution

Exhibit "I" - Final Approving Resolution

Exhibit "J" - Temporary Appointment Resolution

Exhibit "K" - Local Access Waiver Resolution

Exhibit "L" - Resolution Extending Temporary Appointment

Exhibit "M" - Resolution Further Extending Temporary Appointment

C. Items To Be Delivered By The Company

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

Exhibit "A" - Articles of Organization

Exhibit "B" - Operating Agreement

Exhibit "C" - Certificate of Good Standing

Exhibit "D" - Company Resolution

Exhibit "E" - Local Access Agreement

D. Opinions of Counsel

- 20 Opinion of Bousquet Holstein PLLC, counsel to the Agency, addressed to the Company and the Agency
- 21 Opinion of Bond, Schoeneck & King, PLLC, counsel to the Company, addressed to the Agency and the Company.
- 22 Closing Memorandum

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

I. APPLICANT DATA

A. Contact Information

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

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

Yes No If No, Who will:

--

C. Principal Stakeholders

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

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

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

Corporation

Private

Public

Date and Location of
Incorporation/Organization

January 17, 2017 New York

Partnership

General

Limited

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

Not Applicable

Other

Sole Proprietorship

Limited Liability Company/Partnership

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

I. APPLICANT DATA

A. Contact Information

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

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

Yes No If No, Who will:

--

C. Principal Stakeholders

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

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

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

- Corporation
 Private Public

Date and Location of Incorporation/Organization

January 17, 2017 New York

- Partnership
 General Limited

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

Not Applicable

- Other Sole Proprietorship

- Limited Liability Company/Partnership

E. Applicant's Counsel:

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

F. Applicant's Accountant:

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

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

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

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

Yes No

Please see Attachment 1.

II. PROJECT INFORMATION

A. Project Location

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

B. Type (Check all that apply):

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

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

Please see Attachment 2.

D. Is the Applicant the owner of the property?

- Yes No

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

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

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

F. Zoning Classification: Please list the current zoning:

Current Zoning

Commercial District, Class A

G. Are variances needed to complete the Project?

Yes No

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

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

Yes No

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

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

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

Yes No Please see Attachment 2, Project Description.

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

Yes No

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

Yes No

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

Yes No

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

Yes No

4. Will the Project primarily consist of retail facilities?

Yes No

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

Yes No

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

Yes No

32

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

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

Yes No

L. Construction

1. Project Timeline (approximate):

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

2. Please list any other key Project milestones:

3. Has work begun? Yes No

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

III. PROJECT COSTS & FINANCING

A. Estimated Project Costs

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

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

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

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

B. Financial Assistance sought (estimated values):

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

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

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

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

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

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

If yes, Category of PILOT requested: Priority Industry

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

Yes No

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

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

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

C. Type of Exemption/Abatement Requested:

Amount of Exemption/Abatement Requested:

<input checked="" type="checkbox"/>	Real Property Tax Abatement (PILOT)	
<input checked="" type="checkbox"/>	Mortgage Recording Tax Exemption (.75% of amount mortgaged)	113,625
<input checked="" type="checkbox"/>	Sales and Use Tax Exemption (\$4% Local, 4% State)	435,488
<input type="checkbox"/>	Tax Exempt Bond Financing (Amount Requested)	
<input type="checkbox"/>	Taxable Bond Financing (Amount Requested)	

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

not applicable

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

not available

IV. EMPLOYMENT AND PAYROLL INFORMATION

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

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

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

B. Complete the following:

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

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

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

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

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

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

Yes No If yes, provide the Name and Local: _____

V. Environmental Information

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

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

Yes No

If yes, please explain:

Asbestos. To be remediated.

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

Yes No

If yes, please attach to this application.

VI. REPRESENTATIONS & AFFIRMATIONS BY THE APPLICANT

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

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

CCW

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

CCW

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

CCW

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

CCW

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

CCW

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

CCW

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

CCW

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

CCW

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

CCW

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

CCW

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

Initial

CCW

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

Initial

CCW

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

CCW

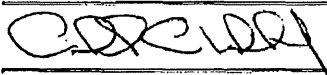
N. Disclosure: The Applicant has read paragraph 6 of the instructions contained on the cover of this Application and understands that the Applicant must identify in writing to SIDA any information it deems proprietary and seeks to have redacted.

Initial CCW

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

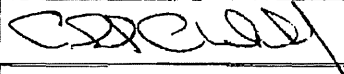
CCW

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

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

VI. HOLD HARMLESS AGREEMENT

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

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

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY APPLICATION
APPENDIX A
CONFLICT OF INTEREST STATEMENT

Agency Board Members

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

Agency Officers/Staff

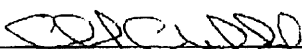
1. Judith DeLaney
2. John Vavonese
3. Debra Ramsey-Burns

Agency Legal Counsel & Auditor

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

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

Signature:



Authorized Representative:

Charles C. Wallace, Jr.

Title:

Member, 101 North Salina St, LLC

Date:

May 7, 2021

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY APPLICATION

APPENDIX B
Verification

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

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

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

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

Charles C. Wallace, Jr.
Applicant Representative's Signature

MEMBER
Title

Subscribed and sworn to before me this

10th day of May, 20 21

Jessica Huberty
Notary Public

JESSICA HUBERTY
Notary Public - State of New York
No. 01HU6334421
Qualified in Onondaga County
My Commission Expires Dec. 14, 20 23

APPENDIX B

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information				
Name of Action or Project: The Post Standard Building ("The Post")				
Project Location (describe, and attach a location map): 101-239 North Salina Street, Syracuse, NY 13202 Tax ID# 104.-08-01.0				
Brief Description of Proposed Action: The project is the redevelopment of half-vacant The Post Standard ("The Post") building. The redevelopment includes exterior and interior work including window replacement, HVAC replacement, electrical upgrades and office build-outs.				
Name of Applicant or Sponsor: 101 North Salina St, LLC		Telephone: (315) 471-5338 E-Mail: cwallace@vipstructures.com		
Address: One Webster's Landing				
City/PO: Syracuse		State: New York	Zip Code: 13202	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Syracuse Industrial Development Agency, City of Syracuse Planning Department (site plan approval) City of Syracuse right of way permit			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 4 acres		
b. Total acreage to be physically disturbed?		_____ acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 4 acres		
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland				

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p>		
<p>Applicant/sponsor name: Charles C. Wallace Jr. _____</p>		<p>Date: 4/30/2021 _____</p>
<p>Signature: <u>Charles C. Wallace Jr.</u></p>		

Attachment #1

Section 1.H. Prior SIDA Assistance

The Post Standard building ("The Post")

SIDA Application, May 2021

2001

One Webster's Landing.

Sales tax and mortgage recording tax exemption, PILOT.

2012

Pike Block, 302-10 S. Salina & W. Fayette St. 320-24 S. Salina St.

Sales tax and mortgage recording tax exemption.



Attachment #2

Section II, C. Project Description

The Post Standard building (“The Post”)

May 2021

The building commonly known as The Post Standard (now nicknamed and re-branded “The Post”) runs two full city blocks long and faces Clinton Square. Located at the oldest spot in the City’s history¹ and the heart of downtown, it has been the home of Syracuse newspapers and other publications since its original construction circa 1968.² With society’s increasing preference for news online rather than in print, the newspaper’s parent company began to downsize its occupancy of the building and in 2013 relocated business units and personnel to a more efficient, modern space, leaving approximately half of the building vacant.

101 North Salina St, LLC (the “Applicant”) purchased the property in October 2017.³ The purchase included two tax parcels:

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

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

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

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

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

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

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

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

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

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

Please refer to floorplans and leasing information provided.

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

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

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

Commercial uses, tenants, and services/products

ChaseDesign

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

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

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

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

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

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

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

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

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

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

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

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

VIP Structures, Inc.

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

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

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

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

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

Office tenant, to-be-determined

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

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

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

Advance Local Media, LLC (“Advance”)

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

Additional information

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

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

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

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

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

Attachment # 3

The Post Standard building ("The Post")

SIDA Application

III. Project Costs & Financing

Project Costs

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

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

***Chase and VIP*

Sources of Funding

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

Attachment #4

The Post Standard building ("The Post")

SIDA Application

Section IV. Employment and Payroll Information (at proposed Project site*)

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

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

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

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

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

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the “*Project Agreement*”), made as of December 1, 2021, by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 (the “*Agency*”) and **101 NORTH SALINA ST, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with offices at One Webster's Landing, Syracuse, New York 13202 (the “*Company*”). This Project Agreement replaces an interim project agreement, dated August 10, 2021, as may be amended from time to time, by and between the Agency and 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 dated May 7, 2021 (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 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the “*Building*”) located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the “*Land*”); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house

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

WHEREAS, by resolutions of its members adopted on June 15, 2021 and July 15, 2021 (collectively, the “*Resolutions*”), the Agency authorized certain financial assistance for the benefit of the Project consisting of: (a) an exemption from New York State and local sales and use taxes for purchases and rentals related to the Project with respect to qualifying personal property included in or incorporated into the Project Facility or used in the acquisition, reconstruction, renovation or equipping of the Project Facility in an amount not to exceed \$435,488; (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 **\$5,443,600**; and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$435,488**; (ii) the mortgage recording tax exemption amount shall be approximately **\$112,500** (in accordance with Section 874 of the General Municipal Law); and (iii) real property tax abatement benefits to be provided to the Company over the 15-year benefit period of the anticipated payment in lieu of taxes agreement are estimated to be approximately \$1,971,466.06; 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 December 1, 2021 (the “*Company Lease*”), by and between the Company and the Agency; and

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

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

WHEREAS, the Agency proposes to sublease the Project Facility to the Company, and the Company desires to sublease the Project Facility from the Agency, upon the terms and conditions set forth in a certain Agency Lease Agreement dated as of December 1, 2021 (the “*Agency Lease*”); and

WHEREAS, in order to define the obligations of the Company regarding payments in lieu of taxes for the Project Facility, the Agency and the Company will enter into a Payment in Lieu of Tax Agreement, dated as of December 1, 2021 (the “*PILOT Agreement*”), by and between the Agency and the Company; and

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

WHEREAS, in order to define the obligations of the Company regarding its ability to utilize the Agency’s State and local sales and use tax exemption benefit as agent of the Agency to acquire, reconstruct, renovate, equip and complete the Project Facility, 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, and to confer the approved Financial Assistance, that the Company provide assurances with respect to the terms and conditions herein set forth; and

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

WHEREAS, no Financial Assistance shall be provided to the Company prior to the effective date of this, or a prior interim, Project Agreement.

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

**ARTICLE I
PROJECT AND TERM**

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

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

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

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

ARTICLE II REAL PROPERTY TAX EXEMPTION

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

ARTICLE III SALES AND USE TAX EXEMPTION

Section 3.01. Scope of Agency. The Company agrees to limit its activities as agents for the Agency under the authority of the Resolutions and this Project Agreement to acquisition, reconstruction, renovation, equipping and completion of the Project Facility. The right of the Company' to act as agent of the Agency shall expire on **July 31, 2023**, 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 reconstruction, renovation and/or incorporation and installation in certain premises located at

101-239 North Salina Street, located in the City of Syracuse, New York (the “*Premises*”). The machinery, equipment and building materials (collectively, the “*Equipment*”) to be used in the construction and/or incorporated and installed in the Premises shall be exempt from the sales and use taxes levied by the State of New York if the use and/or acquisition of the Equipment is effected in accordance with the terms and conditions set forth in the Project Agreement dated as of December 1, 2021 by and between the Agency and the Company (the “*Project Agreement*”); and the Agent represents that this contract is in compliance with the terms of the Project Agreement. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor acknowledges and agrees to the terms and conditions set forth in this paragraph.”

Section 3.02. Appointment of Sub-Agents. Subject to the terms and conditions of this Project Agreement and pursuant to the Resolutions, the Agency hereby delegates to the Company the authority to appoint sub-agents of the Agency in connection with the Project, which may be agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and other parties as the Company chooses (each, a “*Sub-Agent*”). The appointment of each such Sub-Agent will be effective only upon: (1) the execution by the Sub-Agent and the Company of the Sub-Agent Appointment Agreement attached as Exhibit E to the Agency Lease (the “*Sub-Agent Agreement*”), the terms and provisions of which are incorporated herein; (2) the receipt by the Agency of a completed Form ST-60 in accordance with Section 3.03(c) below; and (3) receipt of any required insurance as set forth in the Sub-Agent Agreement.

Section 3.03. Representations and Covenants of the Company.

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

(b) The Company further covenants and agrees that the purchase of goods and services relating to the Project and subject to State and local sales and use taxes are estimated in the amount up to **\$5,443,600**, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$435,488**.

(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: 101 NORTH SALINA ST, LLC – THE POST PROJECT, 101-239 North Salina Street, IDA PROJECT NUMBER: 31022102

(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.

(g) The Company acknowledges and agrees that its failure to complete the Project on or before the Completion Date (as defined herein) shall constitute an Event of Default, hereunder and under the Company Documents.

(h) The Company confirms and acknowledges the Company's obligations to pay the Agency's administrative and legal fees in association with the Project Facility.

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, reconstructing, renovation, equipping, installing, owning, leasing or selling the Project Facility, including, without limiting the generality of the foregoing, any sales or use taxes which may be payable with respect to goods supplied or services rendered with respect to the Project Facility, all liabilities or claims arising as a result of the Agency's obligations under this Project Agreement or the enforcement of or defense of validity of any provision of this Project Agreement; (3) all claims arising from the exercise by the Company of the authority conferred on it pursuant to Sections 3.01 and 3.02 hereof; and (4) all causes of action and reasonable attorneys' fees and other expenses incurred in connection with any suits or actions that may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the gross negligence or intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than the Company) or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

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

(c) To effectuate the provisions of this Section 3.04, the Company agrees to provide for and insure, in the liability policies required by Section 3.05 of this Project Agreement, its liabilities assumed pursuant to this Section 3.04.

(d) Notwithstanding any other provisions of this Project Agreement, the obligations of the Company pursuant to this Section 3.04 shall remain in full force and effect after the termination of this Project Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Agency, or its officers, members, agents (other than the Company) or employees, relating thereto.

(e) The obligations and agreements of the Agency contained herein shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent (other than the Company), employee or servant of the Agency in his individual capacity, and the members, officers, agents (other than the Company), employees and servants of the Agency shall not be liable personally hereon or be subject to any personal liability of accountability based upon or in respect hereof or of any transaction contemplated hereby.

Section 3.05. Insurance Required.

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

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

**ARTICLE IV
COMMITMENTS AND REPORTING**

Section 4.01. Compliance Commitments. The Company agrees and covenants that it shall meet and maintain the commitments set forth in (a) below, and report on same as provided for herein, beginning in the first year following the Completion Date of the Project and continuing for the Term (as defined herein) hereof. The Company further agrees and covenants that it shall meet and maintain the commitments set forth in (b) below with respect to retained jobs set forth in the Application starting in the first year in which Financial Assistance is claimed and/or provided; and with respect to new jobs, the Company shall create, in years one (1) through five (5) following the Completion Date of the Project the new jobs set forth in and in accordance with the Company's Application. The reporting of, and the commitment to, each of (a), (b) and (c) below shall continue for the Term hereof:

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

(b) There were 197 full time equivalent ("***FTE***") employees retained by the Project Facility as of the date of the Application for Financial Assistance (the "***Baseline FTE***"). The Company's application estimated the creation of forty-one (41) new FTEs (the "***New FTEs***") at the Project Facility within the first five (5) years following the Completion Date of the Project Facility. The Company covenants and agrees to maintain the Baseline FTEs and create the New FTEs set forth above within the first five (5) years following completion of the Project Facility as of and in the years set forth in the Application. The Company shall be required to meet and maintain all of the foregoing employment commitments during the Term (as defined in Section 1.03 above) hereof (the "***Employment Commitment***").

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

Section 4.02. Reporting Requirement. As part of the commitments set forth in Section 4.01, the Company shall provide annually, to the Agency, a certified statement and supporting documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, by zip code, including full time equivalent independent contractors or employees of independent contractors that work at the Project location; and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. **Exhibit B** contains a form of annual certification that the Company must complete and submit to the Agency on an annual basis. The Agency reserves the right to modify such form to require additional information that the Agency must have in order to comply with its reporting requirements under the Act and/or its policies and to request such information more frequently than annually.

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

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

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

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

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

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

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

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

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

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

(2) 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**”);

(3) 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**”);

(4) 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

(5) there otherwise occurs any event of default under any project document (each, an “**Event of Default**”) or a material violation of the terms and conditions of any project document (a “**Material Violation**”).

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency’s attention, whether a Local Sales Tax Benefit Violation, Job Deficit, Investment Deficit, Reporting Failure Event of Default or Material Violation (each a “**Noncompliance Event**”) has occurred. Notwithstanding the foregoing, the Agency may determine whether an Event of Default has occurred pursuant to any project document in accordance with the terms of the project document.

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

- i. Whether the Company has proceeded in good faith.

- ii. Whether the Project has not performed as required due to economic issues, changes in market conditions or adverse events beyond the control of the Company.
- iii. Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance would create a more adverse situation for the Company, such as the Company going out of business or declaring bankruptcy, which would not occur if the Agency's rights were not exercised.
- iv. Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance would create an adverse situation for the residents of the City of Syracuse.
- v. The assessment prepared in accordance with the Agency's Annual Assessment Policy.
- vi. Such other criteria as the Agency shall determine is a relevant factor in connection with any decision regarding the exercise of its right to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance.

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

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

ARTICLE VI DEFAULTS AND REMEDIES

Section 6.01. Event of Default. A default in the performance or the observance of any covenants, conditions, or agreements on the part of the Company in this Project Agreement or any other Company Document.

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

- (a) Cease performing under this Project Agreement;
- (b) Terminate any of the other Company Documents; and/or
- (c) Take any other action at law or in equity, which may appear necessary or desirable to collect any amounts then due, or thereafter to become due, hereunder or under any of the other Company Documents.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.01. Survival. All warranties, representations, and covenants made by the Company herein shall be deemed to have been relied upon by the Agency and shall survive the delivery of this Project Agreement to the Agency regardless of any investigation made by the Agency. The obligations of the Company to repay, defend and/or provide the indemnity required by Section 3.04 hereof shall survive the termination of the Agency's interest in the Project Facility and all such payments after such termination shall be made upon demand of the party to whom such payment is due. The obligations of the Company to repay, defend and/or provide the indemnity required by Section 3.04 hereof shall survive the termination of the Agency's interest in the Project Facility until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency or its officers, members, agents (other than the Company) or employees relating thereto. The obligations of the Company pursuant to Article IV hereunder shall survive the Agency's interest in the Project Facility, and for the avoidance of doubt, the Agency's rights under Article V shall survive the termination of the Agency's interest in the Project Facility.

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

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

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

and

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

If to the Company: 101 North Salina St, LLC
One Webster's Landing
Syracuse, New York 13202
Attn: David Nutting, Member

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

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

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

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

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

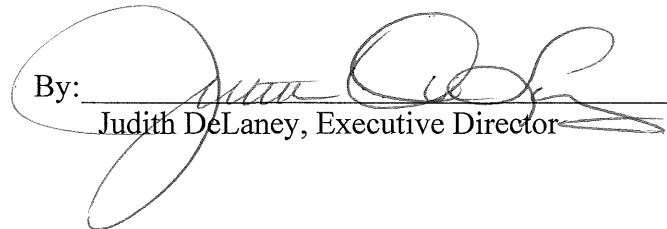
Section 7.06. Governing Law. This Project Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

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

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

1. That I am a Member of 101 North Salina St Manager, LLC, the Manager of 101 North Salina St, LLC, and that I am duly authorized on behalf of the Company to bind the Company and to execute this Project Agreement.
2. That the Company confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the Project is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

(Signature of Officer)

Subscribed and affirmed to me
under penalties of perjury
this ___ day of December, 2021.

(Notary Public)

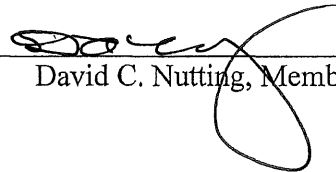
IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement as of the day and year first above written.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Judith DeLaney, Executive Director

101 NORTH SALINA ST, LLC

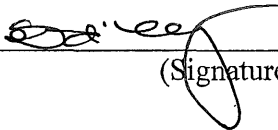
By: 101 North Salina St Manager, LLC
Its: Manager

By:  _____
David C. Nutting, Member


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

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

1. That I am a Member of 101 North Salina St Manager, LLC, the Manager of 101 North Salina St, LLC, and that I am duly authorized on behalf of the Company to bind the Company and to execute this Project Agreement.
2. That the Company confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the Project is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

 _____
(Signature of Officer)

Subscribed and affirmed to me
under penalties of perjury
this 5th day of December, 2021.



(Notary Public)

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

EXHIBIT A

Executed Copy of PILOT Agreement

SEE TAB 15

EXHIBIT B

FORM OF ANNUAL REPORTING QUESTIONNAIRE

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
201 East Washington Street, 6th Floor, Syracuse, New York 13202

Date

COMPANY
COMPANY ADDRESS

Dear _____ :

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

Sale - Leaseback Financing

Project: _____

Date of Financing:

Principal Amount Financed:

Maturity Date:

Original Interest Rate:

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

Name of Lender

Debt Retired in [year] Yes/No

Debt Refinanced in [year] Yes/No

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

Debt in Default as of [date] Yes/No

Current Interest Rate(s)

Rate range, if Variable

Principal balance outstanding as of [date]

Principal payments made during [year]

Payments in Lieu of Taxes (PILOT)

paid in [year]

Total cost of goods/services purchased: \$ _____

New York State Sales Tax Exemptions Claimed [year]

New York Local Sales Tax Exemptions Claimed: [year]

New York State Mortgage Recording

Tax Exemption: [year]

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

From:

To: _____, CPAs

Re:

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

A. Job Retention/Creation:

I. Construction Jobs:

Provide the name of your general contractor: _____.

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

Is the general contractor MWBE qualified? _____.

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

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

Bid awarded to (Name/Address/County*)	Value of contract	MWBE (Yes/No)	SDVOBE (Yes/No)	Number of jobs (FTE)

***Must include county**

II. Permanent (non-construction) Jobs:

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

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

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

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

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

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

Identify:

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

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

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

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

B. Geographical Hiring Data:

1. Construction jobs:

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

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

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

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

Comments:

Signature

Print Name

Title

Date

101 NORTH SALINA ST, LLC

AND

**CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY**

COMPANY LEASE AGREEMENT

DATED AS OF DECEMBER 1, 2021

COMPANY LEASE AGREEMENT

THIS COMPANY LEASE AGREEMENT (the “*Company Lease*”), is made and entered into as of December 1, 2021, is by and between **101 NORTH SALINA ST, LLC** (the “*Company*”), a limited liability company organized under the laws of the State of New York with an office at One Webster's Landing, Syracuse, New York 13202 and **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the “*Agency*”), a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, duly organized and existing under the laws of the State of New York, with an office at 201 East Washington Street, 6th Floor, Syracuse, New York 13202.

WITNESSETH:

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

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

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

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

WHEREAS, the Agency, by resolution adopted on June 15, 2021, agreed, at the request of the Company to undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the “*Building*”) located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the “*Land*”); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the

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

WHEREAS, the Company 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, or continuing the appointment of, the Company, or its designee, as its agent with respect to undertaking and completing the Project Facility; (2) accepting a leasehold interest in the Land and Facility from the Company pursuant to this Company Lease and acquiring an interest in the Equipment pursuant to a bill of sale from the Company; and (3) subleasing the Project Facility to the Company pursuant to the Agency Lease; and

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

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

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

ARTICLE I RECITALS AND DEFINITIONS

1.0 RECITALS.

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

1.1 DEFINITIONS.

For all purposes of this Company Lease and any agreement supplemental thereto, all defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified in the Table of Definitions which is attached to the Agency Lease Agreement dated as of December 1, 2021 between the Agency and the Company (the "*Agency Lease*") as Exhibit "C" thereto except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Company Lease, unless the context otherwise requires:

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

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

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

ARTICLE II DEMISE; PREMISES; TERM

2.1 DEMISE.

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

2.2 DESCRIPTION OF PREMISES LEASED.

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

2.3 TERM.

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

2.4 MANDATORY CONVEYANCE.

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

2.5 CONSIDERATION.

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

2.6 REPRESENTATIONS AND COVENANTS OF THE COMPANY.

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

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

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

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

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

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

(2) Require consent under (which has not been heretofore received) or result in a breach of or default under any credit agreement, indenture, purchase agreement, mortgage, deed of trust indenture, commitment, guaranty or other agreement or instrument to

which the Company is a party or by which the Company or any of its property may be bound or affected; or

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

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

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

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

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

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

ARTICLE III DISPUTE RESOLUTION

3.1 GOVERNING LAW.

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

3.2 WAIVER OF TRIAL BY JURY.

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

ARTICLE IV MISCELLANEOUS CLAUSES

4.1 NOTICES.

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

(a) To the Agency: City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202
Attn: Chair

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

and

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

(b) If to the Company: 101 North Salina St, LLC
One Webster's Landing
Syracuse, New York 13202
Attn: David Nutting, Member

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

4.2 NO RECOURSE UNDER THIS COMPANY LEASE.

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

4.3 ENTIRE AGREEMENT.

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

4.4 AGENCY REPRESENTATIONS.

The Company expressly acknowledges that neither the Agency nor the Agency's directors, members, employees or agents has made or is making, and the Company, in executing and delivering this Company Lease, is not relying upon warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Company Lease, and no rights, easements or licenses are or shall be acquired by the Company by implication or otherwise unless expressly set forth in this Company Lease.

4.5 BINDING EFFECT.

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

4.6 PARAGRAPH HEADINGS.

Paragraph headings are for convenience only and shall not affect the construction or interpretation of this Company Lease.

4.7 CONSENT TO AGENCY LEASE; SUBORDINATION.

The Company hereby consents to the sublease by the Agency of the Project Facility to the Company pursuant to the Agency Lease. The Company acknowledges and agrees that this Company Lease and the Agency Lease shall be subordinate in all respects to the Mortgages.

4.8 HOLD HARMLESS PROVISIONS.

(a) The Company hereby releases the Agency and its members, officers, agents, and employees from, agree that the Agency and its members, officers, agents, and employees shall not be liable for, and agree to indemnify, defend, and hold the Agency and its members, officers, agents, and employees harmless from and against any and all claims arising as a result of the Agency's undertaking of the Project, including, but not limited to:

(1) Liability for loss or damage to Property or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project Facility, or arising by reason of or in connection with the occupation or the use thereof, or the presence on, in, or about the Project Facility;

(2) Liability arising from or expense incurred by the Agency's acquisition of a leasehold interest in the Project Facility and the subleasing of the Project Facility, including, without limiting the generality of the foregoing, all liabilities or claims arising as a result of the Agency's obligations under the Agency Lease, the Company Lease or the Mortgage;

(3) All claims arising from the exercise by the Company of the authority conferred upon it and performance of the obligations assumed under Article II hereof;

(4) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents, or employees.

The foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of the Agency or any of its officers, members, agents, servants, or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportioned liability.

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

(c) Notwithstanding any other provisions of this Company Lease, the obligations of the Company pursuant to this Section 4.8 shall remain in full force and effect after the termination of the Agency Lease and this Company Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution relating to the matters herein described may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges

incurred by the Agency, or its officers, members, agents (other than the Company), or employees, relating thereto.

(d) For purposes of this Section 4.8, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

4.9 NO RECOURSE; SPECIAL OBLIGATION.

The obligations and agreements of the Agency contained herein and in the other Agency Documents and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent, or employee of the Agency in his individual capacity; and the members, officers, agents, and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State New York or of the City of Syracuse, and neither the State of New York nor the City of Syracuse shall be liable hereon or thereon. Further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived, and to be derived from, the lease, sale, or other disposition of the Project Facility, other than revenues derived from or constituting Unassigned Rights. No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless:

(a) The party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and thirty (30) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or if compliance therewith would reasonably be expected to take longer than thirty (30) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period; and

(b) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses; and

(c) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents, or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Agency and its members, officers, agents, and employees against any liability incurred as a result of its compliance with such demand; and (2) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents, and employees against all liability expected to be incurred as a result of compliance with such request.

Any failure to provide notice, indemnity, or security to the Agency pursuant to this Section 4.9 shall not alter the full force and effect of any Event of Default under the Agency Lease.

(d) For purposes of this Section 4.9, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

4.10 MERGER OF AGENCY.

(a) Nothing contained in this Company Lease shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to any other body corporate and politic and public instrumentality of the State of New York, or political subdivision thereof, which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger, or assignment, the due and punctual performance and observance of all the agreements and conditions of this Company Lease to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(b) As of the date of any such consolidation, merger, or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger, or assignment as the Company reasonably may request.

4.11 EXECUTION OF COUNTERPARTS.

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

4.12 EVENT OF DEFAULT.

A default in the performance or the observance of any covenants, conditions, or agreements on the part of the Company in this Company Lease, the Agency Lease, the Project Agreement or any other Company Document.

4.13 REMEDIES.

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

- 1) Terminate the Company Lease; or
- 2) Take any other action at law or in equity, which may appear necessary or desirable to collect any amounts then due, or thereafter to become due, hereunder.

4.14 AMENDMENTS, CHANGES AND MODIFICATIONS.

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

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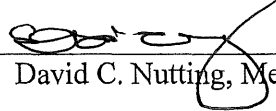
IN WITNESS WHEREOF, the Company and the Agency have duly executed this Company Lease, as of the day and year first above written.

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC

Its: Manager

By: _____


David C. Nutting, Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Judith DeLaney, Executive Director

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

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**


By: 
Judith DeLaney, Executive Director

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

101-239 North Salina Street

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

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

214 North Salina Street

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

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

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

Thence southeasterly along said southerly line of Parcel #1209, on a curve to the right, said curve

having a radius of 1102.0 feet, a distance of 99.20 feet to a point of compound curve therein;

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

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

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

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

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

Onondaga County Clerk Recording Cover Sheet

Received From :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

Return To :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

101 NORTH SALINA ST LLC

First PARTY 2

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Index Type : Land Records

Instr Number : 2021-00061832

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee: \$85.50

Recording Pages : 8

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

Real Estate Transfer Tax

RETT # : 5942

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$85.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 12/22/2021

At (Recorded Time) : 1:48:09 PM



Doc ID - 046087610008

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: EKARALUNAS Printed On : 12/22/2021 At : 1:49:22PM

**MEMORANDUM OF
COMPANY LEASE AGREEMENT**

NAME AND ADDRESS OF LESSOR: 101 North Salina St, LLC
One Webster's Landing
Syracuse, New York 13202

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

DESCRIPTION OF LEASED PREMISES:

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being more particularly described in **Exhibit "A"** annexed hereto, together with the improvements thereon.

DATE OF EXECUTION OF COMPANY LEASE AGREEMENT:

As of December 1, 2021.

TERM OF COMPANY LEASE AGREEMENT:

The term of the Company Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2037**, unless earlier terminated as provided in that certain Agency Lease dated of even date herewith between the same parties hereto.

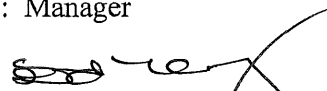
IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of December, 2021.

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC

Its: Manager

By:



David C. Nutting, Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:

Judith DeLaney, Executive Director

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

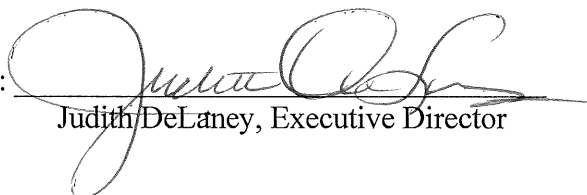
101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC

Its: Manager

By: _____
David C. Nutting, Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
Judith DeLaney, Executive Director

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

On the 15th day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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

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

On this ___ day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JUDITH DELANEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

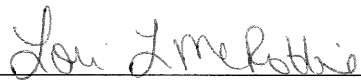
STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

On the ___ day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this 15 day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JUDITH DELANEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

101-239 North Salina Street

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

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

214 North Salina Street

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

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

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

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

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

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

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

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



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

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

Schedule A - Information relating to conveyance

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

Location and description of property conveyed

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

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

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

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

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

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

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

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) <input checked="" type="checkbox"/> Exemption claimed	1.		0	00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.		0	00
3	Taxable consideration (subtract line 2 from line 1)	3.		0	00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.		0	00
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.		0	00
6	Total tax due* (subtract line 5 from line 4)	6.		0	00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1	Enter amount of consideration for conveyance (from Part 1, line 1)	1.			
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.			
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.			

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor’s personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) 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.

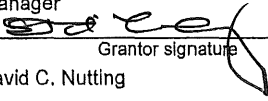
Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- 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.

101 North Salina St, LLC, By: 101 North Salina St Manager, LLC
Its Manager

City of Syracuse Industrial Development Agency

 _____ Grantor signature David C. Nutting	Member _____ Title	_____ Grantee signature Judith DeLaney	Executive Director _____ Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule 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.

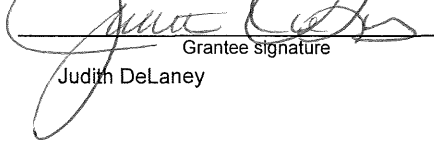
Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
 - 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.

101 North Salina St, LLC, By: 101 North Salina St Manager, LLC
its Manager

City of Syracuse Industrial Development Agency

Grantor signature David C. Nutting	Member Title	 Grantee signature Judith DeLaney	Executive Director Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

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

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

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

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

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

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

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

BILL OF SALE TO AGENCY

101 NORTH SALINA ST, LLC, a limited liability company organized under the laws of the State of New York with an office to conduct business at One Webster's Landing, Syracuse, New York 13202 (the "**Company**"), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by the Company from the City of Syracuse Industrial Development Agency, a public benefit corporation organized and existing pursuant to the laws of the State of New York (the "**Agency**"), having its office at 201 East Washington Street, 6th Floor, Syracuse, New York 13202, the receipt of which is hereby acknowledged by the Company, hereby sells, transfers, and delivers unto the Agency, its successors and assigns, all those materials, machinery, equipment, fixtures and furnishings now owned or hereafter acquired by the Company in connection with the Project Facility, as described in the Agency Lease entered between the Agency and the Company dated as of December 1, 2021 (the "**Agency Lease**"), and as listed on "**Exhibit A**" attached hereto.

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

The Company hereby represents and warrants that it is the true and lawful owner of the personal property being conveyed hereby, that all of the foregoing are free and clear of all liens, security interests, and encumbrances, except for Permitted Encumbrances, as defined in the Agency Lease, and that the Company has the right to sell the same as aforesaid; and the Company covenants that it will warrant and defend title to the same for the benefit of the Agency and its successors and assigns against the claims and demands of all persons.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly authorized representative on the date indicated beneath the signature of such representative and dated as of the 1st day of December, 2021.

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC

Its: Manager

By: 

David C. Nutting, Member

EXHIBIT "A"

DESCRIPTION OF THE EQUIPMENT

All articles of personal property, all machinery, apparatus, equipment, appliances, floor coverings, furniture, furnishings, supplies, materials, fittings and fixtures of every kind and nature whatsoever and all appurtenances acquired by **101 NORTH SALINA ST, LLC** (the "**Company**"), its contractors and subcontractors as agent or subagent of the City of Syracuse Industrial Development Agency, now or hereafter attached to, contained in or used or acquired in connection with the Project (as defined in the Agency Lease) or placed on any part thereof, though not attached thereto, including, but not limited to, pipes, screens, fixtures, furniture, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, refrigerators, rugs, furniture, movable partitions, cleaning equipment, maintenance equipment, shelving, racks, flagpoles, signs, waste containers, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus aid materials, motors, machinery; and together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor, and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

AND

101 NORTH SALINA ST, LLC

AGENCY LEASE AGREEMENT

DATED AS OF DECEMBER 1, 2021

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EXHIBIT "E"	FORM OF ANNUAL REPORTING QUESTIONNAIRE
EXHIBIT "F"	FORM OF SUB-AGENT AGREEMENT
EXHIBIT "G"	RECAPTURE POLICY
SCHEDULE "1"	FORM OF CERTIFICATION REGARDING ONGOING OBLIGATIONS UPON TERMINATION OF LEASES

AGENCY LEASE AGREEMENT

THIS AGENCY LEASE AGREEMENT, dated as of December 1, 2021 (the "**Agency Lease**"), is by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a body corporate and politic and a public instrumentality of the State of New York, having its office at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 (the "**Agency**"), and **101 NORTH SALINA ST, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with offices at One Webster's Landing, Syracuse, New York 13202 (the "**Company**").

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by Title I of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act, among other things, to: (i) make contracts and leases, and to execute such documents as necessary or convenient, with a public or private person, firm, partnership, or corporation; (ii) to acquire, construct, reconstruct, lease, improve, maintain, equip or furnish one or more projects (as defined in the Act); and (iii) to sell, lease and otherwise dispose of any such property; and

WHEREAS, the Agency, by resolution adopted on June 15, 2021, agreed, at the request of the Company to undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "**Building**") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "**Land**"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks

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

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

WHEREAS, the Company is the current owner of the Land and the Facility and has leased the Land and the Facility to the Agency pursuant to the Company Lease Agreement dated as of December 1, 2021 (the “*Company Lease*”); and

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

WHEREAS, the Agency now proposes to sublease the Project Facility to the Company pursuant to the terms and conditions herein set forth; and

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

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

**ARTICLE I
RECITALS AND DEFINITIONS**

1.0 RECITALS.

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

1.1 DEFINITIONS.

For all purposes of this Agency Lease and any agreement supplemental thereto, all defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified in the Table of Definitions attached hereto as **Exhibit "C"** except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Agency Lease, unless the context otherwise requires:

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

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

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

**ARTICLE II
REPRESENTATIONS AND COVENANTS**

2.1 REPRESENTATIONS OF THE AGENCY.

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

(a) The Agency is duly established under the provisions of the Act and has the power to enter into this Agency Lease and to carry out its obligations hereunder. Based upon the representations of the Company as to the utilization of the Project Facility, the Project Facility will constitute a "project," as such quoted term is defined in the Act. By proper official action, the Agency has been duly authorized to execute, deliver, and perform this Agency Lease and the other Agency Documents.

(b) Neither the execution and delivery of this Agency Lease, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions of this Agency Lease and the other Agency Documents by the Agency will conflict with or result in a breach by the Agency of any of the terms, conditions, or provisions of the Act, the By-Laws of the Agency, or any order, judgment, restriction, agreement, or instrument to which the Agency is a party or by which it is bound or will constitute a default by the Agency under any of the foregoing.

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

2.2 REPRESENTATIONS AND COVENANTS OF THE COMPANY.

The Company acknowledges, represents, warrants and covenants to the Agency as follows:

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

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

(c) The Company is the present fee owner of the Project Facility and shall remain the fee owner of the Project Facility for the term of this Agency Lease unless otherwise consented to in writing by the Agency.

(d) The Company shall complete the Project Facility on or before the Completion Date.

(e) The Project is located in a "Highly Distressed Area" as defined in Section 854(18) of the Act.

(f) For the duration of the term hereof, the Company shall operate the Project Facility as the Project Facility and for the purposes presented herein and in the Application and Plans and Specifications presented to the Agency.

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

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

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

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

(h) The providing of Financial Assistance to the Project by the Agency:

(1) Has been an important consideration in the Company's decision to acquire, reconstruct, renovate, equip and complete the Project Facility in the City of Syracuse;

(2) Will not result in the removal of an industrial or manufacturing plant or commercial activity of any Project Facility occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of any user, occupant, or proposed user or occupant of the Project Facility located within the State, except as permitted by the Act. In order to remain competitive within its industry, the relocation of VIP Structures, a tenant in the Project Facility, is required. The defining feature of VIP amongst its industry competitors is VIP's "design-build" concept. An interdisciplinary approach. At its current location, personnel are spread over five separate floors which impedes VIP's ability to achieve an interdisciplinary approach. In addition, there is no room for additional growth and there is ongoing uncertainty of the impacts of the I-81 reconstruction on the current location; and

(3) Will preserve or increase the overall number of permanent, private sector jobs in the State and the City.

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

(j) The Company shall cause all notices as required by law to be given and shall comply or cause compliance with all Applicable Laws, and the Company will defend and save the Agency and its officers, members, agents (other than the Company), and employees harmless from all fines and penalties due to failure to comply therewith.

(k) The Company shares principals with VIP Structures Inc. ("*VIP*"), one of the proposed tenants in the Project.

(l) The Company advised that it is reasonably necessary to relocate VIP from their current offices in order to preserve the competitive position of VIP in its respective industry as its current location at One Webster's Landing in the City presents space constraints relative to growth and configuration issues that hinder communication. The current space contains approximately 23,000 sq. ft of usable office space spread over 5 floors. VIP currently employs a total of 128 people and is growing. The existing building cannot accommodate more staff, and the building cannot be expanded. Moreover, a key principle of VIP's business model is the integration of its business units; namely, architecture, engineering, construction and development providing the delivery of an integrated "design - build" approach to projects. This is VIP's most important defining feature, the feature that distinguishes it from its competitors in the region. Optimal interdisciplinary staff integration is currently impeded with the location of staff on five different floors. With its move to the Project Facility, staff from all of VIP's business units will be located on one floor, facilitating the collaboration and integration that distinguishes VIP from its competitors and will provide the needed room for growth.

(m) The Company noted that the ongoing plans for the deconstruction/reconstruction of Interstate Route 81 and the potential negative impacts (including possible demolition of) on VIP's existing location create uncertainty for VIP. VIP needs to relocate to create stability and certainty for its future, to enable future growth and to maintain its competitive market position in its industry.

(n) The Project will not have a significant effect on the environment" (within the meaning of such term as used in SEQRA) and the Company hereby covenants to comply with all mitigating measures, requirements and conditions, if any, enumerated in the SEQR Resolution under SEQRA applicable to the acquisition, reconstruction, renovation and installation of the Project Facility and in any other approvals issued by any other Governmental Authority with respect to the Project. No material changes with respect to any aspect of the Project Facility have arisen from the date of the issuance of such negative declaration which would cause the determination contained therein to be untrue.

(o) 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.

(p) 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.

(q) The Company is ready to proceed with construction of the Project Facility.

(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.

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

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

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

(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 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.

(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.

(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.

(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 herein) and shall, upon the Agency's request, immediately pay to the Agency any Sales Tax Recapture Amount, together with any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise. The Company acknowledges and agrees that the failure of the Company to promptly pay any Sales Tax Recapture Amount to the Agency will be grounds for the State Commissioner of Taxation and Finance to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties.

(z) The amount of State and local sales and use tax benefits comprising the Financial Assistance approved by the Agency shall not exceed **\$435,488**. The Company shall not request, obtain nor claim State and local sales and use tax exemptions in excess of this amount.

(aa) The Company hereby acknowledges that any exemption from mortgage recording tax authorized by the Agency as part of the Financial Assistance is limited by Section 874 of the Act. The amount of exemption from mortgage recording tax is estimated to be \$112,500.

(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.

(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.

**ARTICLE III
CONVEYANCE OF LEASEHOLD INTEREST IN PROJECT FACILITY**

3.1 AGREEMENT TO CONVEY LEASEHOLD INTEREST TO COMPANY.

The Company has conveyed to the Agency, pursuant to the Company Lease, a leasehold interest in the Land and Facility, as more fully described in **Exhibit "A"** attached hereto, any improvements now or hereafter constructed and installed thereon, subject to Permitted Encumbrances and all of its right, title and interest in the Equipment via a Bill of Sale, as more fully described in **Exhibit "B"** attached hereto. Under this Agency Lease, the Agency will convey, or will cause to be conveyed, to the Company, a subleasehold interest in the Project Facility subject to Permitted Encumbrances and exclusive of the Agency's Unassigned Rights.

3.2 USE OF PROJECT FACILITY.

Subsequent to the Closing Date, the Company shall be entitled to use the Project Facility in accordance with the terms of this Agency Lease and for the purposes described in the third WHEREAS clause of this Agency Lease; provided that such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act.

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

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

(a) The Company shall promptly reconstruct, renovate, equip and complete the Project Facility, all in accordance with the Plans and Specifications on or before the Completion Date. Unless a written waiver is first obtained from the Agency, in accordance with the Agency's Local Access Policy, the Company and its Additional Agents (as defined herein), shall utilize local labor, contractors and suppliers for the reconstruction, renovation, equipping and completion of the Project Facility. For purposes of this Agency Lease, and in particular this Section 4.1, the term "**local**" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties. Failure to comply with the local labor requirements of this Section 4.1 (collectively, "**Local Labor Requirements**") may result in the revocation or recapture of all benefits provided/approved to the Project by the Agency. Failure to comply with any portion of Article 4 may result in the loss of all benefits provided or for the benefit of the Project in the Agency's sole discretion. In furtherance thereof, the Agency's Local Access Agreement has been completed and is attached hereto as **Exhibit "D"**.

(b) The Agency hereby confirms the appointment of the Company as its true and lawful agent to perform the following in compliance with the terms, purposes, and intent of this Agency Lease, the Act and the other Company Documents, and the Company hereby accepts such appointment:

(1) To reconstruct, renovate, equip and complete the Project Facility and to acquire the Equipment in accordance with the terms hereof;

(2) To make, execute, acknowledge, and deliver any contracts, orders, receipts, writings, and instructions with any other Persons and, in general, to do all things which may be requisite or proper, all for the reconstruction, renovation, equipping and completion of the Project Facility with the same powers and with the same validity as the Agency could do if acting in its own behalf, provided that the Agency shall have no liability for the payment of any sums due thereunder;

(3) To pay all fees, costs and expenses incurred in the reconstruction, renovation, equipping and completion of the Project Facility from funds made available therefore from the funds of the Company; and

(4) To ask, demand, sue for, levy, recover, and receive all such sums of money, debts, dues, and other demands whatsoever which may be due, owing, and payable to the Agency under the terms of any contract, order, receipt, or writing in connection with the reconstruction, renovation, equipping and completion of the Project Facility and to enforce the provisions of any contract, agreement, obligation, bond, or other performance security.

(c) The Agency shall enter into, and accept the assignment of, such contracts as the Company may request in order to effectuate the purposes of this Section 4.1, provided, however, that the Agency shall have no liability for the payment of any sums due thereunder.

(d) The Company has given, or will give or cause to be given, all notices and have complied, or will comply or cause compliance with, all laws, ordinances, rules, regulations, and requirements of all Governmental Authorities applying to or affecting the conduct of work on the Project Facility (the applicability of such laws, ordinances, rules, and regulations to be determined both as if the Agency were the owner of the Project Facility and as if the Company were the owner of the Project Facility), and the Company will defend, indemnify, and save the Agency and its officers, members, agents, servants, and employees harmless from all fines and penalties due to failure to comply therewith. All permits and licenses necessary for the prosecution of work on the Project Facility shall be procured promptly by the Company.

(e) The Company understands and agrees that it is the preference of the Agency that the Company provide opportunities for the purchase of goods and services relative to the Project from: (i) business enterprises located in the City; (ii) certified minority and/or women-owned business enterprises; and (iii) business enterprises that employ residents of the City. Consideration will be given by the Agency to the Company's efforts to comply, and compliance with, this objective at any time an extension of benefits is requested, or further involvement by the Agency with the Project, is requested by the Company.

4.2 COMPLETION OF PROJECT FACILITY.

(a) The Company shall proceed with due diligence to acquire, reconstruct, renovate, equip and complete the Project Facility on or before the Completion Date in

accordance with the Plans and Specifications. Completion of the acquisition, reconstruction, renovation and equipping of the Project Facility shall be evidenced by a certificate signed by an Authorized Representative of the Company and approved by the Agency, on or before the Completion Date, stating:

- (1) The date of such completion;
- (2) That all labor, services, materials, and supplies used therefor and all costs and expenses in connection therewith have been paid;
- (3) That the Company has good and valid title to all Property constituting the Project Facility subject to the interest of the Agency therein and to this Agency Lease, the Company Lease and the Bill of Sale; and
- (4) That the Project Facility is ready for occupancy, use and operation for its intended purposes.

(b) Notwithstanding the foregoing, such certificate may state that (1) it is given without prejudice to any rights of the Company against third parties which exist at the date of such certificate or which may subsequently come into being; (2) it is given only for the purposes of this Section 4.2; and (3) no Person other than the Agency may benefit therefrom.

(c) Such certificate shall be accompanied by (1) copy of a certificate of occupancy, if required, and any and all permissions, licenses, or consents required of Governmental Authorities for the occupancy, operation, and use of the Project Facility for its intended purposes; and (2) Lien releases from the Company's contractor and any subcontractors under a contract with a price in excess of \$100,000.

4.3 COSTS OF COMPLETION PAID BY COMPANY.

(a) The Company agrees to complete the Project in accordance with the terms hereof and to pay in full all costs of the reconstruction, renovation, equipping and completion of the Project Facility.

(b) No payment by the Company pursuant to this Section 4.3 shall entitle the Company to any diminution or abatement of any amounts payable by the Company under this Agency Lease.

4.4 REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES.

In the event of a default by any materialman or Additional Agent (as defined herein) under any contract made by them in connection with reconstruction, renovation, equipping and completion of the Project Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, the Company shall proceed, either separately or in conjunction with others, to exhaust the remedies of the

Company against the materialman or Additional Agent so in default and against each surety for the performance of such contract. The Company may prosecute or defend any action or proceeding or take any other action involving any such materialman or Additional Agent or surety which the Company deems reasonably necessary. The Company shall advise the Agency of any actions or proceedings taken hereunder. No such suit shall relieve the Company of any of its obligations under this Agency Lease and the other Company Documents.

4.5 COOPERATION IN EXECUTION OF ADDITIONAL MORTGAGES AND MODIFICATIONS OF MORTGAGES.

The Agency agrees, upon written request of an Authorized Representative of the Company and subject to the provisions of the Act, to use its commercially reasonable efforts to execute and deliver one or more Mortgages and such additional instruments and documents may be requested by the Company and approved by counsel to the Agency and as may be required in connection with the Company's financing or refinancing for the costs of reconstruction, renovation, and equipping of the Project Facility, provided that:

(a) No Event of Default under this Agency Lease, the Company Lease, the PILOT Agreement, the Project Agreement or the Mortgage shall have occurred and be continuing; and

(b) The execution and delivery of such documents by the Agency (i) is permitted by law in effect at the time; and (ii) will serve the public purposes of the Act; and

(c) The Company will be responsible for and shall pay, from the proceeds thereof or otherwise, the Agency's fee and the costs and expenses of the Agency incidental to such additional financing, refinancing or modification thereof, including without limitation the reasonable attorneys' fees of the Agency; and

(d) The documents to be signed by the Agency shall contain the provisions set forth in Sections 8.2 and 11.11 hereof, and shall not impose any duties or obligations upon the Agency except as may be acceptable to the Agency.

(e) Any and all Mortgages, shall, by its terms, be subordinate to the Agency's right to receive payments under the PILOT Agreement.

ARTICLE V AGREEMENT TO LEASE PROJECT FACILITY; RENTAL PAYMENTS

5.1 AGREEMENT TO LEASE PROJECT FACILITY.

In consideration of the Company's covenant herein to make rental payments, and the other covenants of the Company contained herein, including the covenant to make additional rent and other payments required hereby, the Agency hereby agrees to lease to the Company, and the Company hereby agrees to lease from the Agency, the Project Facility for and during the

term provided herein and upon and subject to the terms and conditions herein set forth and subject to Permitted Encumbrances.

The Agency's acceptance of the leasehold interest in and to the Land and Facility pursuant to the Company Lease, and its acquisition of an interest in the Equipment pursuant to the Bill of Sale, and the holding of said interests were effected and performed solely at the request of the Company pursuant to the requirements of the Act. The Agency hereby transfers and conveys all of its beneficial and equitable interests, if any, in the Project Facility to the Company, except for its Unassigned Rights. As a result, the parties hereby acknowledge and agree that subject to the terms and conditions of this Agency Lease, the Company has all of the equitable and beneficial ownership and other interest in the Project Facility (except for the Unassigned Rights), and will have all the equitable and beneficial ownership and other interest in the Project Facility (except for the Unassigned Rights), such that the Company, and not the Agency, shall have an:

(i) unconditional obligation to bear the economic risk of depreciation and diminution in value of the Project Facility due to obsolescence or exhaustion, and shall bear the risk of loss if the Project Facility is destroyed or damaged;

(ii) unconditional obligation to keep the Project Facility in good condition and repair;

(iii) unconditional and exclusive right to the possession of the Project Facility, and shall have sole control of and responsibility for the Project Facility;

(iv) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Project Facility as may be required by the Company, the Agency and the Mortgagee with respect to the Project;

(v) unconditional obligation to pay all taxes levied on, or payments in lieu thereof, and assessments made with respect to, the Project Facility;

(vi) subject to the Unassigned Rights, unconditional and exclusive right to receive rental and any other income and other benefits of the Project Facility and from the operation of the Project;

(vii) unconditional obligation to pay for all of the capital investment in the Project Facility;

(viii) unconditional obligation to bear all expenses and burdens of the Project Facility and to pay for all maintenance and operating costs in connection with the Project Facility; and

(ix) unconditional and exclusive right to include all income earned from the operation of the Project Facility and claim all deductions and credits generated with respect to the Project Facility on its annual federal, state and local tax returns.

5.2 TERM OF LEASE; EARLY TERMINATION; SURVIVAL.

(a) The term of this Agency Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2037** (the "*Term*"), unless early terminated as provided herein. Notwithstanding anything herein to the contrary, the obligations of the Company to report hereunder and the Agency's rights to recapture shall continue during the Term of this Agency Lease, but in the event of an early termination as provided for herein, the Company's obligation to report and the Agency's right to recapture shall not be less than the Reporting Period (as defined herein). As a condition to the termination of this Agency Lease, the Company shall be obligated to execute and deliver the certification attached hereto at **Schedule "1"** regarding the Company's ongoing obligations.

(b) The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing, delivering and recording terminations of the Agency Lease, the Company Lease, preparing a bill of sale together with any other documents therewith and to take such other and further actions reasonably necessary to confirm the termination date of the Agency's interest in the Project.

(c) The Company shall have the option, at any time during the Term of this Agency Lease, to terminate this Agency Lease. In the event that the Company shall exercise its option to terminate this Agency Lease pursuant to this Section 5.2(c), the Company shall file with the Agency a certificate stating the Company's intention to do so pursuant to this Section 5.2(c) and to comply with the requirements set forth in Section 5.2(d) hereof.

(d) As a condition to the effectiveness of the Company's exercise of its right to early termination, the following payments shall be made:

(1) **To the Agency:** an amount certified by the Agency as sufficient to pay all unpaid fees and expenses of the Agency incurred under this Agency Lease, the Company Lease and the PILOT Agreement (including, but not limited to those in connection with the early termination of this Agency Lease); and

(2) **To the Appropriate Person:** an amount sufficient to pay all other fees, expenses or charges, if any, then due and payable under this Agency Lease and the other Agency Documents.

(e) The certificate required to be filed pursuant to Section 5.2(c), setting forth the provision thereof permitting early termination of this Agency Lease shall also specify the date upon which the payments pursuant to subdivision (d) of this Section 5.2 shall be made, which date shall not be less than thirty (30) nor more than sixty (60) days from the date such certificate is filed with the Agency.

(f) Contemporaneously with the termination of this Agency Lease in accordance with Sections 5.1 or 5.2 hereof, the Agency shall transfer, and the Company shall accept, all of the Agency's right, title and interest in the Project Facility, including the Equipment, for a purchase price of One Dollar (\$1.00) plus the payment of all other sums due

hereunder and all legal fees and costs associated therewith. Contemporaneously with the termination of this Agency Lease, the Company Lease and the PILOT Agreement shall terminate; however, the Project Agreement shall survive in accordance with its terms.

(g) The Agency shall, upon payment by the Company of the amounts pursuant hereto and to Sections 5.2(d) above and Section 5.3, deliver to the Company all documents furnished to the Agency by the Company, or prepared by the Agency at the sole expense of the Company, and reasonably necessary to evidence termination of the Company Lease and the Agency Lease, including, but not limited to, lease terminations and a bill of sale from the Agency with respect to its interest in the Equipment, without representation or warranty, subject to the following: (1) any Liens to which such Project Facility was subject when conveyed to the Agency, (2) any Liens created at the request of the Company or to the creation of which the Company consented or in the creation of which the Company acquiesced, (3) any Permitted Encumbrances, and (4) any Liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Agency Lease.

(h) The obligation of the Agency under this Section 5.2 to convey the Project Facility to the Company will be subject to: (i) there being no uncured Event of Default existing hereunder or under any payment in lieu of tax agreement now or hereafter entered into with respect to all or any portion of the Project Facility or under any other Company Documents, or any other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default; and (ii) the Company's payment of all expenses, fees and taxes, if any, applicable to or arising from such transfer.

5.3 RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE.

(a) The Company shall pay basic rental payments for the Project Facility consisting of: (i) to the Agency an amount sufficient to pay the sums due under the PILOT Agreement at the times and in the manner provides for therein, and an amount sufficient to pay any and all other amounts due hereunder; and (ii) to the Mortgagee, an amount equal to the debt service and amounts becoming due and payable under the Mortgage and the indebtedness secured thereby on the due date thereof.

(b) The Company shall pay to the Agency, as additional rent, within ten (10) days after the receipt of a demand therefor from the Agency, any annual administrative fees of the Agency, the sum of the reasonable fees, costs and expenses of the Agency and the officers, members, agents, and employees thereof incurred by the reason of the Agency's lease or sublease of the Project Facility or in connection with the carrying out of the Agency's duties and obligations under this Agency Lease, the Company Lease or any of the other Agency Documents and any other fee or expense of the Agency with respect to the Project Facility, or any of the other Agency Documents, the payment of which is not otherwise provided for under this Agency Lease, including, without limitation, reasonable fees and disbursements of Agency counsel, including fees and expenses incurred in connection with the Agency's enforcement of any rights hereunder or incurred after the occurrence and during the continuance of an Event of Default, in connection with any waiver, consent, modification or amendment to this Agency Lease or any other Agency Document that may be requested by the Company, or, in connection with any

action by the Agency at the request of or on behalf of the Company hereunder or under any other Agency Document. Any additional rent not received within ten (10) business days after demand shall accrue interest after the expiration of such ten days at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is less.

(c) The administrative fee payable by the Company to the Agency in conjunction with this Project and the Agency's granting of Financial Assistance and all outstanding counsel fees and costs shall be paid at closing. In addition, the Company acknowledges that to the extent there are any post-closing legal fees incurred by the Agency in conjunction with this Project, same are the obligation of the Company and shall constitute additional rent hereunder.

(d) The Company agrees to make the above-mentioned payments, without any further notice, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event that the Company shall fail to make or cause to be made any of the payments required under this Agency Lease, the item or installment not so paid shall continue as an obligation of the Company until such item or installment is paid in full.

5.4 NATURE OF OBLIGATIONS OF COMPANY HEREUNDER.

(a) The obligations of the Company to make the payments required by this Agency Lease and to perform and observe any and all of the other covenants and agreements on its part contained herein are general obligations of the Company and are absolute and unconditional irrespective of any defense or any rights of set-off, recoupment, or counterclaim it may otherwise have against the Agency. The Company agrees that it will not suspend, discontinue, or abate any payment required by, or fail to observe any of its other covenants or agreements contained in this Agency Lease for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the reconstruction, renovation, and equipping of the Project Facility, any defect in the title, design, operation, merchantability, fitness, or condition of the Project Facility, or any part thereof, or in the suitability of the Project Facility, or any part thereof, for the Company's purposes or needs, or failure of consideration for, destruction of or damage to, or Condemnation of title to, or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State of New York, or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Agency Lease or the Company Lease.

(b) Nothing contained in this Section 5.4 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Agency Lease or the Company Lease, and in the event the Agency should fail to perform any such agreement, the Company may institute such action against the Agency as the Company may deem necessary to compel performance (subject to the provisions of Section 11.11).

**ARTICLE VI
MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE**

6.1 MAINTENANCE AND MODIFICATIONS OF PROJECT FACILITY.

The Company shall:

(a) Keep the Project Facility in good condition and repair and preserve the same against waste, loss and damage, ordinary wear and tear excepted;

(b) Make all necessary repairs and replacements to the Project Facility or any part thereof (whether ordinary or extraordinary, structural, or non-structural, foreseen or unforeseen) which is damaged, destroyed, or condemned; and

(c) Operate the Project Facility in a sound and economic manner in general accordance with the Project description as set forth herein and in the Application and the Plans and Specifications the Company previously provided to the Agency in the Application or otherwise.

6.2 TAXES, ASSESSMENTS AND UTILITY CHARGES.

(a) The Company shall pay as the same respectively become due:

(1) Any and all taxes and governmental charges of any kind, whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility;

(2) All utility and other charges, including "service charges," incurred or imposed for the operation, maintenance, use, occupancy, upkeep, and improvement of the Project Facility, the non-payment of which would create, or entitle the obligee to impose, a Lien on the Project Facility;

(3) All assessments and charges of any kind whatsoever lawfully made by any Governmental Authority for public improvements; and

(4) Any and all payments of taxes, if applicable, and all payments in lieu of taxes, if any, required to be made to the Agency under the terms of the PILOT Agreement or any other agreement with respect thereto.

(b) Subject to the terms of the PILOT Agreement, the Company may in good faith actively contest any such taxes, assessments, and other charges, provided that (1) the Company shall have first notified the Agency of such contest; (2) no Event of Default under this Agency Lease or any of the other Company Documents shall have occurred and be continuing; and (3) the Company shall have set aside adequate reserves for any such taxes, assessments and other charges. If the Company demonstrates to the reasonable satisfaction of the Agency and certifies to the Agency by delivery of a written certificate, that the non-payment of any such

items will not endanger any part of the Project Facility or subject the Project Facility, or any part thereof, to loss or forfeiture, the Company may permit the taxes, assessments, and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. Otherwise, such taxes, assessments, or charges shall be paid promptly by the Company or secured by the Company's posting a bond in form and substance satisfactory to the Agency.

6.3 INSURANCE REQUIRED.

During the Term of this Agency Lease, the Company shall maintain or cause to be maintained insurance with respect to the Project Facility against such risks and for such amounts as are customarily insured against by businesses of like size and type and as required of the Agency, paying (as the same becomes due and payable) all premiums with respect thereto, including:

(a) Insurance against loss or damage by fire, lightning, and other casualties customarily insured against (with a uniform standard extended coverage endorsement), such insurance to be in an amount not less than the full replacement value of the completed Project Facility, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company.

(b) Workers' compensation insurance, disability benefits' insurance, and each other form of insurance which the Company is required by law to provide covering loss resulting from injury, sickness, disability, or death of employees of the Company who are located at or assigned to the Project Facility;

(c) A policy of commercial general liability insurance with a limit of liability of not less than \$1,000,000 per occurrence on an "occurrence" basis and \$2,000,000 in the aggregate for bodily injury, including death, and property damage, including but not limited to, contractual liability under this Agency Lease and personal injury, with blanket excess liability coverage in an amount not less than \$2,000,000, covering the Project Facility and Equipment and the Company's and the Agency's use or occupancy thereof against all claims on account of bodily injury or death and property damage occurring upon, in or about the Project Facility or in connection with the ownership, maintenance, use and/or occupancy of the Project Facility and all appurtenant areas.

6.4 ADDITIONAL PROVISIONS RESPECTING INSURANCE.

All insurance required by Section 6.3 shall be with insurance companies of recognized financial standing selected by the Company and licensed to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other Persons engaged in businesses similar in size, character, and other respects to those in which the Company are engaged. All policies evidencing such insurance except the Workers' Compensation policy shall name the Company as insured and the Agency as an additional insured, as its interests may appear, and shall provide that such coverage with respect to the Agency be primary and non-contributory with any

insurance secured by the Agency and require at least thirty (30) days' prior written notice to the Agency of cancellation, reduction in policy limits, or material change in coverage thereof.

Prior to the Closing Date, the Company shall deliver to the Agency, satisfactory to the Agency in form and substance: (i) certificates evidencing all insurance required hereby; (ii) the additional insured endorsement(s) applicable to the Agency; (iii) the final insurance binder addressed to the Company covering the Project Facility; and (iv) evidence that the insurance so required is on a primary and non-contributory basis. In addition, the Company shall provide, if so requested by the Agency, a final and complete copy of each insurance policy within thirty (30) days of the Closing Date.

The Company shall deliver or cause to be delivered to the Agency on or before the first business day of each January thereafter each of the items set forth in the immediately preceding paragraph, dated not earlier than the immediately preceding month, reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amounts and of the types required by Sections 6.3 and 6.4. The Company shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agency Lease each year throughout the Term of this Agency Lease.

All premiums with respect to the insurance required by Section 6.3 shall be paid by the Company, provided, however, that, if the premiums are not timely paid, the Agency may pay such premiums and the Company shall pay immediately upon demand all sums so expended by the Agency, together with interest at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is less.

6.5 APPLICATION OF NET PROCEEDS OF INSURANCE.

The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.3 shall be applied as follows:

(a) The Net Proceeds of the insurance required by subsection 6.3(a) shall be paid and applied as provided in Section 7.1 hereof; and

(b) The Net Proceeds of the insurance required by subsections 6.3(b) and 6.3(c) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

6.6 PAYMENTS IN LIEU OF REAL ESTATE TAXES.

The Company and the Agency have entered into a PILOT Agreement with respect to payments in lieu of real estate taxes for the Project Facility.

**ARTICLE VII
DAMAGE, DESTRUCTION, AND CONDEMNATION**

7.1 DAMAGE OR DESTRUCTION.

(a) If the Mortgage shall be in effect or the Mortgagee shall have any interest in the Project Facility arising under or related to the Mortgage, whether by foreclosure or otherwise and the Project Facility shall be damaged or destroyed, in whole or in part, then insurance proceeds shall be paid in accordance with the relevant provisions of the Mortgage regarding the distribution of such insurance proceeds, provided that there shall be no abatement or reduction in amounts payable to the Agency hereunder. If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility and the Project Facility shall be damaged or destroyed, in whole or in part:

(1) There shall be no abatement or reduction in the amounts payable by the Company under this Agency Lease or otherwise (whether or not the Project Facility is replaced, repaired, rebuilt, or restored); and

(2) The Company shall promptly give notice thereof to the Agency;
and

(3) Except as otherwise provided in subsections 7.1(b) and 7.1(c) hereof, upon receipt of the insurance proceeds, the Company shall promptly replace, repair, rebuild, or restore the Project Facility to substantially the same condition as existed prior to such damage or destruction, with such changes, alterations, and modifications as may be desired by the Company and consented to in writing by the Agency, provided that such changes, alterations, or modifications do not change the nature of the Project Facility, such that it does not constitute a “project” (as such quoted term is defined in the Act); and in the event such Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding, or restoration, the Company shall nonetheless complete such work and shall pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds.

(b) If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility, then notwithstanding anything to the contrary contained in subsection 7.1(a), the Company shall not be obligated to replace, repair, rebuild, or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection 7.1(a) if the Company shall notify the Agency that, in the Company’s sole judgment, the Company does not deem it practical or desirable to replace, repair, rebuild, or restore the Project Facility. In such event, the lesser of (1) the total amount of the Net Proceeds collected under any and all policies of insurance covering the damage to or destruction of the Project Facility, or (2) any other sums due and payable to the Agency pursuant to this Agency Lease and the other Agency and Company Documents, shall be applied to the repayment of all amounts due to the Agency under this Agency Lease, the Company Lease, the PILOT Agreement and other Agency Documents. If the Net Proceeds collected under any and all policies of insurance are less than the amount necessary to repay any and all amounts payable to the Agency, the Company shall pay the difference between such amounts and the Net Proceeds

of all such insurance settlements so that any and all amounts then due and payable under this Agency Lease, the Company Lease, the PILOT Agreement and the other Agency Documents to the Agency shall be paid in full. If all amounts due under this Agency Lease, the Company Lease, the Mortgage, the PILOT Agreement and the other Agency Documents are paid in full, all such Net Proceeds, or the balance thereof, shall be paid to the Company for its purposes.

(c) The Company and the Mortgagee may adjust all claims under any policies of insurance required by subsections 6.3(a) and 6.3(c) hereof with the prior written consent of the Agency, which consent shall not be unreasonably withheld.

7.2 CONDEMNATION.

(a) If the Mortgage shall be in effect or the Mortgagee shall have any interest in the Project Facility arising under or related to the Mortgage, whether by foreclosure or otherwise and title to, or the use of, all, substantially all or less than substantially all of the Project Facility shall be taken by Condemnation, then Condemnation proceeds shall be paid in accordance with the relevant provisions of the Mortgage regarding the distribution of such Condemnation proceeds, provided that there shall be no abatement or reduction in amounts payable to the Agency hereunder. If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility and if title to, or the use of, less than substantially all of the Project Facility shall be taken by Condemnation:

(1) There shall be no abatement or reduction in the amounts payable by the Company under this Agency Lease or otherwise (whether or not the Project Facility is restored); and

(2) The Company shall promptly give notice thereof to the Agency;
and

(3) Except as otherwise provided in subsections 7.2(b) and 7.2(c) hereof, upon receipt of the Condemnation proceeds, the Company shall promptly restore the Project Facility (excluding any part of the Project Facility taken by Condemnation) to substantially the condition and value as an operating entity as existed prior to such Condemnation; and the Company shall nonetheless complete such restoration and shall pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds.

(b) If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility and if title to, or the use of, less than substantially all of the Project Facility shall be taken by Condemnation, then notwithstanding anything to the contrary contained in subsection 7.2(a), the Company shall not be obligated to restore the Project Facility, and the Net Proceeds of any Condemnation award shall not be applied as provided in subsection 7.2(a) if the Company shall notify the Agency that, in the Company's sole judgment, the Company does not deem it practical or desirable to restore the Project Facility. In such event, the lesser of (1) the Net Proceeds of any Condemnation award, or (2) the amount necessary to pay the Agency pursuant to this Agency Lease, the Company Lease, the PILOT Agreement and the other Agency Documents, shall be applied to payment of all amounts then due and payable to

the Agency under this Agency Lease, the Company Lease, the PILOT Agreement and other Agency Documents. If the Net Proceeds of any Condemnation award are less than the amount necessary to pay any and all amounts then due and payable to the Agency, the Company shall pay the difference between such amounts and the Net Proceeds of such Condemnation award so that any and all amounts then due and payable under this Agency Lease, the Company Lease, the PILOT Agreement and other Agency Documents to the Agency shall be paid in full. If all amounts due under this Agency Lease, the Company Lease, the PILOT Agreement, the Mortgage and the other Agency Documents have been paid in full, all such Net Proceeds or the balance thereof shall be paid to the Company for its purposes.

(c) The Company and the Mortgagee with the prior written consent of the Agency (which consent shall not be unreasonably withheld), shall have sole control of any Condemnation proceeding with respect to the Project Facility, or any part thereof, and may negotiate the settlement of any such proceeding.

7.3 ADDITIONS TO PROJECT FACILITY.

All replacements, repairs, rebuilding, or restoration made pursuant to Sections 7.1 or 7.2 hereof, whether or not requiring the expenditure of the Company’s own moneys, shall automatically become part of the Project Facility as if the same were specifically described herein.

**ARTICLE VIII
SPECIAL COVENANTS**

8.1 NO WARRANTY OF CONDITION OR SUITABILITY BY THE AGENCY; ACCEPTANCE “AS IS.”

THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY, OR FITNESS OF THE PROJECT FACILITY, OR ANY PART THEREOF, OR AS TO THE SUITABILITY OF THE PROJECT FACILITY OR ANY PART THEREOF FOR THE COMPANY’S PURPOSES OR NEEDS. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE AGENCY SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

8.2 HOLD HARMLESS PROVISIONS.

(a) The Company hereby releases the Agency and its members, officers, agents and employees from, agrees that the Agency and its members, officers, agents and employees shall not be liable for, and agrees to indemnify, defend, and hold the Agency and its members, officers, agents and employees harmless from and against any and all claims arising as a result of the Agency’s undertaking the Project, including, but not limited to:

(1) Liability for loss or damage to Project Facility or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project Facility, or arising by reason of or in connection with the occupation or the use thereof, or the presence on, in, or about the Project Facility;

(2) Liability arising from or expense incurred by the Agency's acquisition of a leasehold interest in the Project Facility and the subleasing of the Project Facility, including, without limiting the generality of the foregoing, all liabilities or claims arising as a result of the Agency's obligations under this Agency Lease, the Company Lease, the Mortgage or any other documents executed by the Agency at the direction of the Company in conjunction with the Project Facility;

(3) All claims arising from the exercise by the Company, and or its Additional Agents (as defined herein) of the authority conferred upon it and performance of the obligations assumed under Section 4.1 hereof;

(4) Any and all claims arising from the non-disclosure of information, if any, requested by the Company in accordance with Section 11.14 hereof;

(5) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents or employees.

To the fullest extent permitted by law, the foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of the Agency or any of its officers, members, agents, servants or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportioned liability.

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

(c) To effectuate the provisions of this Section 8.2, the Company agrees to provide for and insure, in the liability policies required by Section 6.3, its liabilities assumed pursuant to this Section 8.2.

(d) Notwithstanding any other provisions of this Agency Lease, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination of this Agency Lease and the Company Lease until the expiration of the period

stated in the applicable statute of limitations during which a claim, cause of action, or prosecution relating to the matters herein described may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents or employees relating thereto.

(e) For purposes of this Section 8.2 and Section 11.11 hereof, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

8.3 RIGHT OF ACCESS TO PROJECT FACILITY.

During the Term of this Agency Lease, the Company agrees that the Agency and its duly authorized agents shall have the right to enter upon and to examine and inspect the Project Facility upon reasonable notice to the Company and with the least disturbance of Project Facility tenants as reasonably possible.

8.4 MAINTENANCE OF EXISTENCE.

During the Term of this Agency Lease, the Company will maintain its existence and will not dissolve or otherwise dispose of all or substantially all of its assets.

8.5 AGREEMENT TO PROVIDE INFORMATION.

The Company shall have an obligation to report and provide information, as set forth herein during the Term hereof. However, in the event this Agency Lease is terminated early in accordance with Section 5.2 hereof, the Company's obligation to report shall be for a period of five (5) years from the termination date, unless the early termination occurs with less than five years from the expiration of the original Term hereof, in which case the Company shall continue to provide the required information for the remaining Term hereof (the "**Reporting Period**"), and no less frequently than annually, the Company agrees, whenever reasonably requested by the Agency or the Agency's auditor, to provide and certify, or cause to be certified, such information concerning the Project and/or the Company, its finances, and for itself and each of its Additional Agents, information regarding job creation¹, Local Labor Requirements, exemptions from State and local sales and use tax, real property and mortgage recording taxes and other topics as the Agency from time to time reasonably considers necessary or appropriate including, but not limited to those reports, in substantially the form as set forth in **Exhibit "E"** attached hereto, those reports set forth in Section 8.12 hereof, and such other information necessary as to enable the Agency to monitor and/or make any reports required by law or governmental regulation, including but not limited to §875 of the Act (all of the foregoing collectively, the "**Reporting Requirements**").

¹ To the extent the Project includes commercial space and/or tenants for which the Company calculated job creation as part of its projections in its Application, the Company is obligated, through its lease or other rental agreement with those commercial tenants, to require that such tenants report to the Company, in accordance with the terms of Section 8.5 hereof, the number of full and part time jobs created and maintained by each such tenant for inclusion in the Company's reporting to or at the request of the Agency.

Notwithstanding anything herein to the contrary, the Agency's ability to recapture benefits in accordance with its policy and the terms hereof, shall be for a period of time no less than the Reporting Period.

8.6 BOOKS OF RECORD AND ACCOUNT; FINANCIAL STATEMENTS.

During the Term of this Agency Lease, the Company agrees to maintain proper accounts, records, and books, in which full and correct entries shall be made in accordance with generally accepted accounting principles, of all business and affairs of the Company.

8.7 COMPLIANCE WITH ORDERS, ORDINANCES, ETC.

(a) The Company agrees that it will, during any period in which the amounts due under this Agency Lease remain unpaid, promptly comply with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter affect the Company's obligations hereunder or be applicable to the Project Facility, or any part thereof, or to any use, manner of use, or condition of the Project Facility, or any part thereof, the applicability of the same to be determined both as if the Agency were the owner of the Project Facility and as if the Company were the owner of the Project Facility.

(b) Notwithstanding the provisions of subsection 8.7(a), the Company may, in good faith, actively contest the validity or the applicability of any requirement of the nature referred to in said subsection 8.7(a), provided that the Company shall have first notified the Agency of such contest, no Event of Default shall be continuing under this Agency Lease, or any of the other Company Documents; and such contest and failure to comply with such requirement shall not subject the Project Facility to loss or forfeiture. In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency or its members, officers, agents, or employees may be liable for prosecution for failure to comply therewith, in which event the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

8.8 DISCHARGE OF LIENS AND ENCUMBRANCES.

During the Term of this Agency Lease, the Company hereby covenants that, except for Permitted Encumbrances, the Company agrees not to create, or suffer to be created, any Lien on the Project Facility, or any part thereof without the prior written consent of the Agency. The Company shall promptly notify the Agency of any Permitted Encumbrances created, or suffered to be created, on the Project Facility.

8.9 PERFORMANCE BY AGENCY OF COMPANY'S OBLIGATIONS.

Should the Company fail to make any payment or to do any act as herein provided, the Agency may, but need not, upon ten (10) days' prior written notice to or demand on the Company and without releasing the Company from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect

the rights or powers of the Company, or the Agency and paying all expenses, including, without limitation, reasonable attorneys' fees; and the Company shall pay immediately upon demand all sums so expended by the Agency under the authority hereof, together with the interest thereon at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is greater.

8.10 DEPRECIATION DEDUCTIONS AND TAX CREDITS.

The parties agree that as between them, the Company shall be entitled to all depreciation deductions and accelerated cost recovery system deductions with respect to any portion of the Project Facility pursuant to Sections 167 and 168 of the Code and to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Project Facility which constitutes "Section 38 Property" and to all other State and/or federal income tax deductions and credits which may be available with respect to the Project Facility.

8.11 EMPLOYMENT OPPORTUNITIES.

The Company shall insure that all employees and applicants for employment with regard to the Project are afforded equal employment opportunities without discrimination.

8.12 SALES AND USE TAX EXEMPTION.

(a) Pursuant to Section 874 of the Act, the parties understand that the Agency is exempt from certain State and local sales use taxes imposed by the State and local governments in the State, and that the Project may be exempted from those taxes due to the involvement of the Agency in the Project. The Agency makes no representations or warranties that any property is exempt from the payment of State or local sales or use taxes. Any exemption from the payment of State or local sales or use taxes resulting from the involvement of the Agency with the Project shall be subject to Section 875 of the Act and shall be limited to purchases of services and tangible personal property conveyed to the Agency or utilized by the Agency or by the Company as agent of the Agency as a part of the Project prior to the Completion Date, or incorporated within the Project Facility prior to the Completion Date. No operating expenses of the Project Facility, and no other purchases of services or property shall be subject to an exemption from the payment of State sales or use tax. It is the intention of the parties hereto that the Company will receive a State and local sales and use tax exemption with respect to the Project, said sales tax exemption to be evidenced by a letter to be issued by the Agency on the date of the execution of this Agency Lease. The Company acknowledges that as an agent of the Agency, it must complete and provide to each vendor Form ST-123 for purchases. The failure to furnish a completed Form ST-123 (IDA Agent or Project Operator Exempt Purchase Certificate) with each purchase will result in loss of the exemption for that purchase.

(b) The Company may use and appoint a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***") in furtherance of the completion of the Project. However, for each Additional Agent, the Company must first: (i) cause the each such appointed Additional Agent to execute and deliver a sub-agent agreement, in the form attached hereto at **Exhibit "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 consisting of State and local sales and use tax exemption (the "**Sales Tax Recapture Amount**") in accordance with the Agency's Recapture Policy, a copy of which is attached hereto at **Exhibit "G"**, this Agency Lease and the Project Agreement.

8.13. IDENTIFICATION OF THE EQUIPMENT.

All Equipment which is or may become part of the Project Facility pursuant to the provisions of this Lease Agreement shall be properly identified by the Company by such appropriate records, including computerized records, as may be approved by the Agency.

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; provided however, that any such transfers of interests conducted solely as part of estate planning purposes, will not be considered a violation of this provision, so long as such transfer does not result in a transfer of a controlling interest (in excess of 50% or more in the aggregate) of the current existing equity holders of the Company, as of the date of the application to the Agency and prior written notice shall be provided to the Agency.

9.3 MERGER OF AGENCY.

(a) Nothing contained in this Agency Lease shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to any other body corporate and politic and public instrumentality of the State of New York, or political subdivision thereof, which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger, or assignment, the due and punctual performance and observance of all the agreements and conditions of this Agency Lease to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such

consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(b) Promptly following the effective date of any such consolidation, merger, or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger, or assignment as the Company reasonably may request.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

10.1 EVENTS OF DEFAULT DEFINED.

The following shall be "Events of Default" under this Agency Lease, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agency Lease, any one or more of the following events:

(a) A default by the Company in the due and punctual payment of the amounts specified to be paid pursuant to subsection 5.3 or 8.12(g); or

(b) Failure by the Company to maintain the insurance required by Section 6.3;
or

(c) A failure of the Company to remain current on all taxes owed including but not limited to real property taxes; or

(d) A default in the performance or the observance of any other of the covenants, conditions, or agreements on the part of the Company in this Agency Lease and the continuance thereof for a period of thirty (30) days after written notice is given by the Agency or, if such covenant, condition, or agreement is capable of cure but cannot reasonably be cured within such thirty-day period, the failure of the Company to commence to cure within such thirty-day period and to prosecute the same with due diligence and cure the same within an additional thirty (30) days; or

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

(f) The occurrence of an "Event of Default" under the Mortgage, the PILOT Agreement, the Company Lease, the Project Agreement or any of the other Company Documents which is not timely cured as provided therein; or

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

(h) The Company shall conceal, remove, or permit to be concealed or removed any part of its Property with intent to hinder, delay, or defraud its creditors, or any one of them, or shall make or suffer a transfer of any of its Property which is fraudulent under any bankruptcy, fraudulent conveyance, or similar law, or shall make any transfer of its Property to

or for the benefit of a creditor at a time when other creditors similarly situated have not been paid, or shall suffer or permit, while insolvent, any creditor to obtain a Lien upon any of its Property through legal proceedings or distraint which is not vacated within thirty (30) days from the date thereof; or

(i) By order of a court of competent jurisdiction, a trustee, receiver, or liquidator of the Project Facility, or any part thereof, or of the Company shall be appointed and such order shall not be discharged or dismissed within sixty (60) days after such appointment; or

(j) The filing by the Company of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy statute; the failure by the Company within sixty (60) days to lift any execution, garnishment, or attachment of such consequence as will impair the Company's ability to carry out its obligations hereunder; the commencement of a case under Title 11 of the United States Code against the Company as the debtor, or commencement under any other federal or state bankruptcy statute of a case, action, or proceeding against the Company, and continuation of such case, action, or proceeding without dismissal for a period of sixty (60) days; the entry of an order for relief by a court of competent jurisdiction under Title 11 of the United States Code or any other federal or state bankruptcy statute with respect to the debts of the Company; or in connection with any insolvency or bankruptcy case, action, or proceeding, appointment by final order, judgment, or decree of a court of competent jurisdiction of a receiver or trustee of the whole or a substantial portion of the Property of the Company unless such order, judgment, or decree is vacated, dismissed, or dissolved within sixty (60) days of its issuance.

(k) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance.

10.2 REMEDIES ON DEFAULT.

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

- 1) Terminate this Agency Lease;
- 2) Terminate the Company Lease;
- 3) Terminate the PILOT Agreement;
- 4) Terminate the Company's appointment as agent of the Agency; or
- 5) Take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due, or thereafter to become due, hereunder or under the Company Lease, the Project Agreement, or the PILOT Agreement, and/or to enforce the Company's obligations and duties under the Company Documents and the Agency's rights under the Agency Documents, including but not limited to, specific performance; or

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

(b) No action taken pursuant to this Section 10.2 shall relieve the Company from its obligations to make all payments required by Sections 5.3(b) and 8.2 hereof.

10.3 REMEDIES CUMULATIVE.

No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agency Lease, the Company Lease and the other Company Documents or the PILOT Agreement now or hereafter existing at law or in equity to collect any amounts then due, or thereafter to become due, hereunder and thereunder and to enforce the Agency's right to terminate this Agency Lease, the PILOT Agreement and the Company Lease. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article 10, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Agency Lease.

10.4 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES.

The Company shall remit, upon the execution and delivery of this Agency Lease, all legal fees and costs incurred by the Agency in conjunction with the Project Facility, its approval, and the Financial Assistance to date. In the event the Company should Default under any of the provisions of this Agency Lease, or a dispute arises hereunder, and the Agency should employ attorneys or incur other expenses to preserve or enforce its rights hereunder or for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees and costs of such attorneys and such other expenses so incurred. In addition, the Company acknowledges that to the extent there are any post-closing legal fees incurred by the Agency in conjunction with this Project, same are the obligation of the Company and as set forth herein.

10.5 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**ARTICLE XI
MISCELLANEOUS**

11.1 NOTICES.

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

(a) If to the Agency, to: City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202
Attn: Chair

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

and

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

(b) If to the Company: 101 North Salina St, LLC
One Webster's Landing
Syracuse, New York 13202
Attn: David Nutting, Member

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

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

11.2 BINDING EFFECT.

This Agency Lease shall inure to the benefit of and shall be binding upon the Agency and the Company and, as permitted by this Agency Lease, upon their respective heirs, successors and assigns.

11.3 SEVERABILITY.

If any one or more of the covenants or agreements provided herein on the part of the Agency or the Company to be performed shall for any reason be held, or shall in fact be, inoperative, unenforceable, or contrary to law in any particular circumstance; such circumstance shall not render the provision in question inoperative or unenforceable in any other circumstance. Further, if any one or more of the sentences, clauses, paragraphs, or sections herein is contrary to law, then such covenant(s) or agreement(s) shall be deemed severable of remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Agency Lease.

11.4 AMENDMENTS, CHANGES AND MODIFICATIONS.

This Agency Lease may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.

11.5 EXECUTION OF COUNTERPARTS.

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

11.6 APPLICABLE LAW.

This Agency Lease shall be governed exclusively by the applicable laws of the State of New York.

11.7 WAIVER OF TRIAL BY JURY.

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

11.8 SUBORDINATION.

This Agency Lease shall be subject and subordinate to the Company Lease and the Mortgage and all Permitted Encumbrances in all respects. The Company Lease is deemed to be effective immediately prior to this Agency Lease.

11.9 SURVIVAL OF OBLIGATIONS.

(a) The obligations of the Company to repay, defend and/or provide the indemnity or information required by Sections 8.2, 8.5 and 8.12 hereof shall survive the termination of this Agency Lease and all such payments and obligations after such termination shall be made upon demand of the party to whom such payment and/or obligation is due.

(b) The obligations of the Company to repay, defend and/or provide the indemnity required by Sections 8.2 and 8.12 shall survive the termination of this Agency Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency or its officers, members, agents (other than the Company) or employees relating thereto.

(c) The obligations of the Company required by Articles 4 and 5 and Sections 2.2, 8.4, 8.5, 10.4 and 11.14 hereof shall similarly survive the termination of this Agency Lease.

11.10 TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING.

The Table of Contents and the Section headings in this Agency Lease have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agency Lease.

11.11 NO RECOURSE; SPECIAL OBLIGATION.

The obligations and agreements of the Agency contained herein and in the other Agency Documents and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent or employee of the Agency in his individual capacity; and the members, officers, agents and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State New York or of the City of Syracuse, and neither the State of New York nor the City of Syracuse shall be liable hereon or thereon. Further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived, and to be derived from, the lease, sale, or other disposition of the Project Facility, other than revenues derived from or constituting Unassigned Rights. No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless:

(a) The party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and thirty (30) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or if compliance therewith would reasonably be expected to take longer than thirty (30) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period; and

(b) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses; and

(c) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Agency and its members, officers, agents and employees against any liability incurred as a result of its compliance with such demand; and (2) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents and employees against all liability expected to be incurred as a result of compliance with such request.

(d) For purposes of this Section 11.11, neither the Company nor any Additional Agent shall be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

Any failure to provide notice, indemnity, or security to the Agency pursuant to this Section 11.11 shall not alter the full force and effect of any Event of Default under this Agency Lease.

11.12 OBLIGATION TO SELL AND PURCHASE THE EQUIPMENT.

(a) Contemporaneously with the termination of this Agency Lease in accordance with Section 5.2 hereof, the Agency shall sell and the Company shall purchase all the Agency's right, title and interest in and to all of the Equipment for a purchase price equal to the sum of One Dollar (\$1.00), plus payment of all sums due and payable to the Agency or any other Person pursuant to this Agency Lease and the other Company Documents. The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing and delivering the bill of sale together with any other documents therewith, including lease terminations in accordance with Section 5.2 hereof, and to take such other and further actions reasonably necessary to confirm the termination of the Agency's interest in the Equipment.

(b) The sale and conveyance of the Agency's right, title and interest in and to the Equipment shall be effected by the execution and delivery by the Agency to the Company of a bill of sale to Company. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such transfer of title.

(c) The Company agrees to prepare the bill of sale to Company and all schedules thereto, together with all necessary documentation, and to forward same to the Agency at least thirty (30) days prior to the date that title to the Equipment is to be conveyed to the Company.

11.13 ENTIRE AGREEMENT.

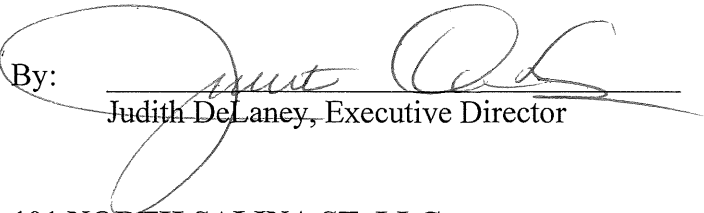
This Agency Lease and the Company Lease contain the entire agreement between the parties and all prior negotiations and agreements are merged therein.

11.14 DISCLOSURE.

Section 875(7) of the New York General Municipal Law (“GML”) requires that the Agency post on its website all resolutions and agreements relating to the Company’s appointment as an agent of the Agency or otherwise related to the Project; and Article 6 of the New York Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Company feels that there are elements of the Project or information about the Company in the Agency’s possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Company’s competitive position, the Company must identify such elements in writing, supply same to the Agency on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC
Its: Manager

By:  _____
David C. Nutting, Member

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

101-239 North Salina Street

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

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

214 North Salina Street

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

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

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

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

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

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

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

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

EXHIBIT “B”

DESCRIPTION OF EQUIPMENT

All articles of personal property, all machinery, apparatus, equipment, appliances, floor coverings, furniture, furnishings, supplies, materials, fittings and fixtures of every kind and nature whatsoever and all appurtenances acquired by **101 NORTH SALINA ST, LLC** (the “*Company*”) its contractors and subcontractors as agent or subagent of the City of Syracuse Industrial Development Agency, now or hereafter attached to, contained in or used or acquired in connection with the Project (as defined in the Agency Lease) or placed on any part thereof, though not attached thereto, including, but not limited to, pipes, screens, fixtures, furniture, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, refrigerators, rugs, furniture, movable partitions, cleaning equipment, maintenance equipment, shelving, racks, flagpoles, signs, waste containers, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus aid materials, motors, machinery; and together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor, and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

EXHIBIT “C”

TABLE OF DEFINITIONS

The following terms shall have the meanings set forth below, unless the context or use clearly indicate another or different meaning and the singular form of such defined words and terms shall include the plural and vice versa:

Act: means the New York State Industrial Development Agency Act (N.Y. Gen. Municipal Law §§ 850 et seq.) as amended, together with Section 926 of the N.Y. General Municipal Law, as amended from time to time.

Additional Agents: means a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents appointed by the Company in furtherance of the completion of the Project in accordance with the terms of the Agency Lease.

Agency: means the City of Syracuse Industrial Development Agency and its successors and assigns.

Agency Documents: means the Project Agreement, the Agency Lease, the Company Lease, the Mortgage, the PILOT Agreement and any other documents executed by the Agency in connection with the Project or the Financial Assistance granted in connection therewith.

Agency Lease: means the Agency Lease Agreement dated as of December 1, 2021, by and between the Agency and the Company, as the same may be amended or supplemented from time to time.

Applicable Laws: means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of such statutes, codes, laws, acts, ordinances, orders, rules, regulations, directions and requirements to be determined both as if the Agency were the owner of the Project Facility and as if the Company and not the Agency were the owner of the Project Facility), including but not limited to (1) applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, and (3) judgments, decrees or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

Application: means the application submitted by the Company to the Agency dated May 7, 2021, requesting the Agency undertake the Project, as same may be amended or supplemented from time to time.

Authorized Representative: means for the Agency, the Chairman or Vice Chairman of the Agency; for the Company, its Member or its Managing Member (designated by resolution) or any officer designated in a certificate signed by an Authorized Representative of such Company and, for either the Agency or the Company, any additional persons designated to act on behalf of the Agency or the Company by written certificate furnished by the designating party containing the specimen signature of each designated person.

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

City: means the City of Syracuse.

Closing Date: means December 17, 2021.

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

Company: means 101 North Salina St, LLC, a limited liability company, organized and existing under the laws of the State of New York having an address at One Webster's Landing, Syracuse, New York 13202, and its permitted successors and assigns.

Company Documents: means the Company Lease, the Agency Lease, the Project Agreement, the PILOT Agreement, the Mortgage, the Environmental Compliance and Indemnification Agreement, the Bill of Sale, the Company Certification, the Temporary Documents 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 December 1, 2021 from the Company to the Agency, pursuant to which the Company leased the Project Facility to the Agency, as the same may be amended or supplemented from time to time.

Completion Date: means June 30, 2023.

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 December 1, 2021 by the Company to the Agency.

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

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

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

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

Governmental Authority or Governmental Authorities: means any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign.

Land: means the improved real property located at 101-239 North Salina Street in the City of Syracuse, County of Onondaga, State of New York, more particularly described on **Exhibit “A”** attached to the Agency Lease.

Lien: means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale, or trust receipt or a lease, consignment or bailment for security purposes. The term “Lien” includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases, and other similar title exceptions and encumbrances, including, but not limited to mechanics, materialmen, warehousemen, and carriers liens and other similar encumbrances effecting real property. For purposes hereof, a Person shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other person for security purposes.

Mortgage: means one or more mortgages from the Agency and the Company to the Mortgagee and recorded in the Onondaga County Clerk’s office subsequent to the filing and recording of the Memorandum of Agency Lease, securing construction and/or permanent financing for the Project Facility, executed in accordance with Section 4.5 of the Agency Lease, and securing the Note.

Mortgagee: means a lender, its successors and assigns, providing financing pursuant to the Note and Mortgage, relative to the costs of reconstruction, renovation and/or equipping of the Project Facility.

Net Proceeds: means so much of the gross proceeds with respect to which that term is used as remain after payment of all expenses, costs and taxes (including attorneys' fees) incurred in obtaining such gross proceeds.

Note: means one or more notes given by the Company to the Mortgagee in connection with the Mortgage for construction or permanent financing relative to the Project Facility.

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 December 1, 2021 between the Agency and the Company, as amended or supplemented from time to time.

Plans and Specifications: means all representations, plans and specifications presented by the Company to the Agency in its Application and as described in the Project description in the third WHEREAS cause of this Agency Lease, and any other presentation or representations made by the Company to the Agency relating to the construction, reconstruction, renovation, equipping and completion of the Project Facility; and any additional plans and specifications approved by the Mortgagee.

Project: shall have the meaning ascribed thereto in the third **WHEREAS** clause of this Agency Lease.

Project Agreement: means the Project Agreement dated as of December 1, 2021 between the Company and the Agency setting forth rights and obligations of the parties with respect to the Financial Assistance, as the same may be amended or supplemented from time to time.

Project Facility: means the Land, the Facility and the Equipment.

Property: means any interest in any kind of property or asset, whether real, personal, or mixed, or tangible or intangible.

Recapture Amount: means collectively, the Sales Tax Recapture Amount and the Financial Assistance Recapture Amounts.

Resolution or Resolutions: means the Agency's resolutions adopted on June 15, 2021 authorizing the undertaking of the Project and the execution and delivery of certain documents by the Agency in connection therewith.

Sales and Use Tax or State Sales and Use Taxes: means, when used with respect to State sales and use taxes, sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

Sales Tax Recapture Amount: means the portion of the Financial Assistance consisting of State and local sales and use tax exemption the Agency shall and in some circumstances may, recover, recapture, receive or otherwise obtain from the Company pursuant to Section 875(3) of the Act, and in conjunction with Agency policy, in accordance with the Agency's Recapture Policy.

SEQRA: means the State Environmental Quality Review Act constituting Article 8 of the State Environmental Conservation Law and the regulations promulgated thereunder, as amended.

State: means the State of New York.

Temporary Documents: means any and all documents executed by the Company in conjunction with the Company's request, and the Agency's approval of, a temporary appointment of the Company as the Agency's agent for purposes of undertaking and completing the Project, effective as of August 10, 2021, including but not limited to, an interim project agreement, a bill of sale and an environmental compliance and indemnification agreement, each dated as of August 10, 2021.

Unassigned Rights: means:

(i) the right of the Agency in its own behalf to receive all opinions of counsel, reports, financial statements, certificates, insurance policies, binders or certificates, or other

notices or communications, if any, required to be delivered to the Agency under the Agency Lease;

(ii) the right of the Agency to grant or withhold any consents or approvals required of the Agency under the Agency Lease;

(iii) the right of the Agency to enforce or otherwise exercise in its own behalf all agreements of the Company with respect to ensuring that the Project Facility shall always constitute a qualified “project” as defined in and as contemplated by the Act;

(iv) the right of the Agency to require and enforce any right of defense and any indemnity from any Person;

(v) the right of the Agency in its own behalf (or on behalf of the appropriate taxing authorities) to enforce, receive amounts payable under or otherwise exercise its rights under Sections 2.2(f), 2.2(h), 2.2(m), 2.2(q), 4.1, 4.5, 5.3, 5.4, 6.2, 6.3, 6.4, 8.2, 8.3, 8.5, 8.7, 8.9, 8.12, 10.2, 10.4, 11.9, 11.11 and 11.12 of the Agency Lease and Sections 2.6(g), 4.8 and 4.9 of the Company Lease; and

(vi) the right of the Agency in its own behalf to declare an Event of Default and enforce its remedies under Article X of the Agency Lease or with respect to any of the Agency’s Unassigned Rights.

EXHIBIT "D"

LOCAL ACCESS AGREEMENT

City of Syracuse

Industrial Development Agency

Local Access Agreement

101 North Salina St, LLC (the Company) understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation, reconstruction and equipping of the Project unless a written waiver is first received from the Agency, and agrees to provide the information requested below as a way to provide access for local participation.

Company		101 North Salina St, LLC				General Contractor		VIP Structures, Inc.			
Representative for Contract Bids and Awards		Chuck Wallace Charlie Wallace				Contact		Lindsay Shapero Jennifer Mullane			
Address		One Websters' Landing				Address		One Websters' Landing			
City	Syracuse	ST	NY	Zip	13202	City	Syracuse	ST	NY	Zip	13202
Phone	315-744-0714		Fax	---		Phone	315-471-5338		Fax	---	
Email		chuck.wallace@vipstructures.com cwallace@vipstructures.com				Email		lshapero@vipstructures.com jmullane@vipstructures.com			
Project Address		101 North Salina Street				Construction Start Date		August 2021			
City	Syracuse	ST	NY	Zip	13202	Occupancy Date		April 2022 and October 2022			

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

Item	Estimated Value	Bid Date	Contact
Site work/Demolition			
Foundation and footings			
Building			
Masonry			
Metals			
Wood/casework			
Thermal/moisture proof			
Doors, windows, glazing		SEE ATTACHED	
Finishes			
Electrical			
HVAC			
Plumbing			
Specialties			
Machinery & Equipment			
Furniture and Fixtures			
Utilities			
Paving			
Landscaping			
Other (identify)			

Date: December 14, 2021

Company: 101 North Salina St, LLC

Signature: 

Name: David C. Nutting

City of Syracuse Local Access Agreement			
Item	Estimated Value	Bid Date	Contact
			Lan-Co Companies - Tony Lupia ERSI - Russ Pryor Burns Bros - Eric Austin abj - Ken Mezger Phoenix Electric - Brian Newman
Sitework/Demolition	\$ 707,337.90	June/July 2021	
Foundation and Footings	\$ -	June/July 2021	n/a
Building	\$ -	June/July 2021	n/a
Masonry	\$ 75,375.00	June/July 2021	PJ Byrne - Sean Byrne
Metals	\$ 67,620.00	June/July 2021	Raulli & Sons - Henry Wood
Wood/Casework	\$ 63,954.30	June/July 2021	Artistry in Wood - Ed Boland
Thermal/Moisture Proof	\$ 498,000.00	June/July 2021	Apple Roofing - Brian Otis
Doors, Windows, Glazing	\$ 739,925.00	June/July 2021	Bon-Ton Glass - Mark Scalise DFH Supply - Dave Salvatore
			Ron Wright - Shayn Bready KSP Painting - Jeff Plisciarino Flooring Solutions - Rob West The Effect Group - Mike Blowers
Finishes	\$ 884,325.00	June/July 2021	
Electrical	\$ 1,175,222.00	June/July 2021	Phoenix Electric - Brian Newman Chimera - Casey White
HVAC	\$ 1,413,229.00	June/July 2021	Century Heating - Jason Iorio
			NJ Jones - NaDonte Jones abj Fire Protection - Ken Mezger Burns Bros - Eric Austin
Plumbing	\$ 263,480.00	June/July 2021	
Specialties	\$ 2,530.00	June/July 2021	Draperies, Inc. - Courtney Clare
Machinery & Equipment	\$ 15,862.00	June/July 2021	Accessibility Solutions - Christine Smith
Furniture & Fixtures	\$ -	June/July 2021	n/a
			Hoefler Communications - Joanne Hoefler Syracuse Utilities - Shawn Scorzelli National Grid
Utilities	\$ 468,974.00	June/July 2021	
Paving	\$ -	June/July 2021	
Landscaping	\$ -	June/July 2021	
Other (identify): Tenant Buildouts	\$ -	June/July 2021	
Total:	\$ 6,375,834.20		
Updated: December 14, 2021			

EXHIBIT "E"

FORM OF ANNUAL REPORTING QUESTIONNAIRE

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
201 East Washington Street, 6th Floor, Syracuse, New York 13202

Date

COMPANY
COMPANY ADDRESS

Dear _____:

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

Sale - Leaseback Financing

Project: _____

Date of Financing:

Principal Amount Financed:

Maturity Date:

Original Interest Rate:

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

Name of Lender

Debt Retired in [year] Yes/No

Debt Refinanced in [year] Yes/No

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

Debt in Default as of [date] Yes/No

Current Interest Rate(s)

Rate range, if Variable

Principal balance outstanding as of [date]

Principal payments made during [year]

Payments in Lieu of Taxes (PILOT)

paid in [year]

Total cost of goods/services purchased: \$ _____

New York State Sales Tax Exemptions Claimed [year]

New York Local Sales Tax Exemptions Claimed: [year]

New York State Mortgage Recording

Tax Exemption: [year]

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

From:

To: _____, CPAs

Re:

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

A. Job Retention/Creation:

I. Construction Jobs:

Provide the name of your general contractor: _____.

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

Is the general contractor MWBE qualified? _____.

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

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

Bid awarded to (Name/Address/County*)	Value of contract	MWBE (Yes/No)	SDVOBE (Yes/No)	Number of jobs (FTE)

***Must include county**

II. Permanent (non-construction) Jobs:

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

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

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

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

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

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

Identify:

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

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

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

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

B. Geographical Hiring Data:

1. Construction jobs:

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

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

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

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

Comments:

Signature

Print Name

Title

Date

EXHIBIT “F”

FORM OF SUB-AGENT AGREEMENT

THIS SUB-AGENT APPOINTMENT AGREEMENT (the “*Agreement*”), dated as of _____, 20__, is by and between **101 NORTH SALINA ST, LLC** (the “*Company*”), with a mailing address of One Webster's Landing, Syracuse, New York 13202 (the “*Company*”), and [NAME OF SUB-AGENT], a _____ of the State of _____, having an office for the transaction of business at _____ (the “*Sub-Agent*”).

WITNESSETH:

WHEREAS, the City of Syracuse Industrial Development Agency (the “*Agency*”) was created by Chapter 641 of the Laws of 1979 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the “*Act*”) as a body corporate and politic and as a public benefit corporation of the State of New York (the “*State*”); and

WHEREAS, by resolution of its members adopted on June 15, 2021 (the “*Resolution*”), the Agency agreed to undertake a project for the benefit of the Company (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the “*Building*”) located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the “*Land*”); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the “*Facility*”); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, under the Resolution and in the Agency Lease Agreement by and between the Company and the Agency dated as of December 1, 2021 (the “*Agency Lease*”) the Agency

appointed the Company as its agent for purposes of completing the Project and delegated to the Company the authority to appoint as agents of the Agency a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (the “*Additional Agents*” or “*Sub-Agents*”), for the purpose of completing the Project and benefitting from the State and local sales and use tax exemption that forms a portion of the Financial Assistance all in accordance with the terms of the Resolution and the Agency Lease; and

WHEREAS, the Company and the Agency entered into a Project Agreement dated as of December 1, 2021 (the “*Project Agreement*”).

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The Company hereby appoints the Sub-Agent as an Additional Agent of the Agency for the purpose of assisting the Company and the Agency in the completion of the Project and benefitting from the State and local sales and use tax exemption relative to expenditures made in furtherance thereof. The Sub-Agent is only an agent of the Agency for the aforementioned purposes. The Sub-Agent hereby agrees to limit its activities as agent for the Agency under the authority of this Agreement to acts reasonably related to the completion of the Project Facility.

2. The Sub-Agent represents, warrants, covenants, agrees and acknowledges:

a. that the undersigned is an authorized representative of the Sub-Agent with authority to bind the Sub-Agent and upon execution of this Agreement by the undersigned, same shall be binding upon the Sub-Agent.

b. to make all records and information regarding State and local sales and use tax exemption benefits claimed by it in connection with the Project available to the Company and the Agency upon request. The Sub-Agent agrees to comply with all procedures and policies established by the State Department of Taxation and Finance, or any similar entity, regarding the documenting or reporting of any State and local sales and use tax exemption benefits, including providing to the Company all information of the Sub-Agent necessary for the Company to complete the State Department of Taxation and Finance’s “Annual Report of Sales and Use Tax Exemptions” (Form ST-340).

c. to be bound by and comply with the terms and conditions of the Agency’s policies, the Resolution and Section 875(3) of the Act (as if such section were fully set forth herein). Without limiting the scope of the foregoing, the Sub-Agent acknowledges and agrees to be bound by the Agency’s Suspension, Discontinuation and Recapture of Benefits Policy (the “*Recapture Policy*”), a copy of which is attached hereto as **Schedule “A”**.

d. that the failure of the Sub-Agent to promptly pay any Sales Tax Recapture Amount in accordance with the Recapture Policy, the Agency Lease and/or the Resolution to the Agency will be grounds for the Agency, the State Commissioner of Taxation and Finance or such other entity, to collect sales and use taxes from the Sub-Agent under Article 28 of the Tax Law, or other applicable law, policy or contract, together with interest and penalties. In addition

to the foregoing, the Sub-Agent acknowledges and agrees that for purposes of exemption from State sales and use taxation, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the Tax Law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

e. that all purchases made by the Sub-Agent in connection with the Project shall be made using Form ST-123 (IDA Agent or Project Operator Exempt Purchase Certificate), a copy of which is attached hereto as **Exhibit “A”**). It shall be the responsibility of the Sub-Agent (and not the Company or the Agency) to complete Form ST-123. The failure to furnish a completed Form ST-123 with each purchase will result in loss of the exemption for that purchase.

f. that it shall identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Sub-Agent is making purchases of tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Sub-Agent acknowledges and agrees that the bill of invoice should state, “I, [NAME OF SUB-AGENT], certify that I am a duly appointed agent of the City of Syracuse Industrial Development Agency and that I am purchasing the tangible personal property or services for use in the following Agency project and that such purchases qualify as exempt from sales and use taxes under my Sub-Agent Appointment Agreement.” The Sub-Agent further acknowledges and agrees that the following information shall be used by the Sub-Agent to identify the Project on each bill and invoice: 101 NORTH SALINA ST, LLC – THE POST PROJECT, 101-239 North Salina Street, IDA PROJECT NUMBER: 31022102.

g. that for purposes of any exemption from the State sales and use taxation as part of any Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

h. that the Sub-Agent shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), for such claims or liabilities that arise as a result of the Sub-Agent acting as agent for the Agency pursuant to this Agreement or otherwise.

The Sub-Agent shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation only to Sub-Agent’s work on or for the Project Facility, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

The foregoing defenses and indemnities shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

i. that as agent for the Agency or otherwise, the Sub-Agent will comply at the Sub-Agent's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Sub-Agent with respect to the Project Facility.

j. that Section 875(7) of the Act requires the Agency to post on its website all resolutions and agreements relating to the Sub-Agent's appointment as an agent of the Agency or otherwise related to the Project, including this Agreement, and that Public Officers Law Article 6 declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Sub-Agent feels that there is information about the Sub-Agent in the Agency's possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Sub-Agent's competitive position, the Sub-Agent must identify such elements in writing, supply same to the Agency prior to or contemporaneously with the execution hereof and request that such elements be kept confidential in accordance with Public Officers Law Article 6. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the Act.

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

l. that the Sub-Agent must timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the New York State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project on an annual basis.

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

n. that if the Sub-Agent is the general contractor for the Project, then at all times following the execution of this Agreement, and during the term thereof, the Sub-Agent shall maintain or cause to be maintained the following insurance policies with an insurance company licensed in the State that has an A.M. Best rating of not less than A-:

(a) Insurance against loss or damage by fire, lightning, and other casualties customarily insured against (with a uniform standard extended coverage endorsement), such insurance to be in an amount not less than the full replacement value of the completed Project Facility, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the general contractor.

(b) Workers' compensation insurance, disability benefits' insurance, and each other form of insurance which the general contractor is required by law to provide covering loss resulting from injury, sickness, disability, or death of employees of the general contractor who are located at or assigned to the Project Facility;

(c) A policy of commercial general liability insurance with a limit of liability of not less than \$1,000,000 per occurrence on an "occurrence" basis and \$2,000,000 in the aggregate for bodily injury, including death, and property damage, including but not limited to, contractual liability under this Agency Lease and personal injury, with blanket excess liability coverage in an amount not less than \$2,000,000, covering the Project Facility and Equipment and the Company's and the Agency's use or occupancy thereof against all claims on account of bodily injury or death and property damage occurring upon, in or about the Project Facility or in connection with the ownership, maintenance, use and/or occupancy of the Project Facility and all appurtenant areas.

In addition, all insurance required by this section shall be with insurance companies of recognized financial standing selected by the general contractor and licensed to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other Persons engaged in businesses similar in size, character, and other respects to those in which the general contractor is engaged. All policies evidencing such insurance except the Workers' Compensation policy shall name the general contractor as insured and the Agency as an additional insured, as its interests may appear, and shall provide that such coverage with respect to the Agency be primary and non-contributory with any insurance secured by the Agency and require at least thirty (30) days' prior written notice to the Agency of cancellation, reduction in policy limits, or material change in coverage thereof.

Prior to the effective date of this Agreement, the general contractor shall deliver to the Agency, satisfactory to the Agency in form and substance: (i) Certificates evidencing all insurance required hereby; (ii) the additional insured endorsement(s) applicable to the Agency; (iii) the final insurance binder addressed to the general contractor covering the Project Facility; and (iv) evidence that the insurance so required is on a primary and non-contributory basis. In addition, the general contractor shall provide, if so requested by the Agency, a final and complete copy of each insurance policy within thirty (30) days of the execution of this Agreement.

The general contractor shall deliver or cause to be delivered to the Agency on or before the first business day of each January thereafter each of the items set forth in the

immediately preceding paragraphs, dated not earlier than the immediately preceding month, reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amounts and of the types required hereby for so long as the general contractor is performing, supervising or causing work to be done on or at the Project Facility. The general contractor shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement in each such year.

o. that every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflicts-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Sub-Agent irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Northern District of New York, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.

3. Failure of the Sub-Agent to comply with any of the provisions of this Agreement shall result in the immediate nullification of the appointment of the Sub-Agent and the immediate termination of this Agreement and may result in the loss of the Company's State and local sales and use tax exemption with respect to the Project at the sole discretion of the Agency. In addition, such failure may result in the recapture of the State and local sales and use taxes avoided.

4. The Company acknowledges that the assumption of certain obligations by the Sub-Agent in accordance with this Agreement does not relieve the Company of its obligations under any provisions of the Agency Lease or of any other agreement entered into by the Company in connection with the Project.

5. The Company and the Sub-Agent agree that the Agency is a third-party beneficiary of this Agreement.

6. This Agreement shall be in effect until the earlier of: (i) the completion of the work on the Project by the Sub-Agent; or (ii) the Sub-Agent's loss of status as an agent of the Agency as set forth herein. Notwithstanding the foregoing, the provisions of Sections 2(b), 2(c), 2(f), 2(g), 2(j), and 2(l) shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Company and the Sub-Agent have caused this Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

101 NORTH SALINA ST, LLC

By: _____

Name:

Title:

[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 DSS 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 rendered 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 1939 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 an 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)(18). 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 TSP-11-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

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

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

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

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

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

Privacy notification

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

Need help?



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

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



Sales Tax Information Center: (518) 485-2889

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



Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5682

SCHEDULE "A"
to Sub-Agent Agreement

RECAPTURE POLICY

City of Syracuse
Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

RECAPTURE POLICY

I. STATEMENT OF PURPOSE

The City of Syracuse Industrial Development Agency (the “Agency”) has adopted this Recapture Policy (the “*Recapture Policy*”) in accordance with Sections 874(10) and 874(11) of the New York State General Municipal Law. This Recapture Policy shall be consistent with and in compliance with the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “*Enabling Act*”) and Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (said Chapter and the Enabling Act being hereinafter collectively referred to as the “*Act*”), and any other applicable law.

II. MANDATORY RECAPTURE OF THE NEW YORK STATE PORTION OF SALES AND USE TAX

The Agency shall recapture from project applicants New York State sales and use tax benefits, in accordance with the provisions of the General Municipal Law, from projects that utilized State sales and use tax exemptions:

- a) To which the project was not entitled;
- b) In excess of the amounts authorized by the Agency;
- c) For property or services not authorized by the Agency; and/or
- d) For a project that has failed to comply with a material term or condition to use the property or services in the manner required by any of the project documents between the company and the Agency.

The approving resolution(s) and project documents granting financial assistance in the form of State sales and use tax exemption benefits shall include the terms and conditions of the foregoing recapture provision. Within thirty (30) days of the recapture, the recapture amount shall be remitted to the New York State Department of Taxation and Finance. Such remittances shall include interest, at the legal rate, imposed by the Agency. The failure to pay over such amounts to the Agency shall be grounds for the New York State Tax Commissioner to assess and

determine State sales and use taxes due from the company under article twenty-eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

In order to determine if one of the foregoing events have occurred (a “*State Mandated Recapture Event*”) and to effectuate this recapture of New York State sales and use tax benefits the Agency shall:

- a) Keep records of the New York State and local sales tax exemptions provided to each project, with such records available to the New York State Tax Commissioner upon request.
- b) Report within thirty days of providing any financial assistance in the form of a sales and use tax exemption, the project, the estimated amount of the exemption and other information as may be required by the New York State Tax Commissioner (Form ST-60).
- c) The Agency shall file an annual report with the New York State Tax Commissioner detailing its terms and conditions and its activities in recapturing any unauthorized New York State sales and use tax exemptions.

III. SUSPENSION, DISCONTINUATION, RECAPTURE AND TERMINATION OF OTHER FORMS OF FINANCIAL ASSISTANCE

With respect to all other financial assistance provided to a project (other than the State portion of sales and use tax exemptions) the Agency shall have the right to suspend, discontinue, recapture or terminate financial assistance to any company for a project to the extent that:

- a) for projects that utilized local sales and use tax exemptions, the project was not entitled to such exemptions, such exemptions were in excess of the amounts authorized by the Agency, and/or such exemptions were for property or services not authorized by the Agency (each, a “*Local Sales Tax Benefit Violation*”);
- b) the company, upon completion of the project, fails to reach and maintain at least 85 percent of its employment requirements for job creation and/or retention (“*Job Deficit*”);
- c) the total investment actually made with respect to the project at the project’s completion date is less than 85 percent of its investment requirement (“*Investment Deficit*”);
- d) the company fails to provide annually to the Agency certain information to confirm that the project is achieving the investment, job retention, job creation, and other objectives of the Project (“*Reporting Failure*”); or

- e) there otherwise occurs any event of default under any project document (each, an “Event of Default”) or a material violation of the terms and conditions of any project document (a “*Material Violation*”).

IV. ANNUAL ASSESSMENT

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency’s attention, whether a State Mandated Recapture Event, a Local Sales Tax Benefit Violation, Job Deficit, Investment Deficit, Reporting Failure Event of Default or Material Violation (each a “*Noncompliance Event*”) has occurred. Notwithstanding the foregoing, the Agency may determine whether an Event of Default has occurred pursuant to any project document in accordance with the terms of the project document.

At the time of any Noncompliance Event (other than a State Mandated Recapture Event), the Agency shall determine by resolution whether to exercise its right to suspend, discontinue, recapture or terminate all or any portion of the financial assistance provided to a project, and shall consider the following in making its determination:

- a) Whether the company has proceeded in good faith.
- b) Whether the project has not performed as required due to economic issues, changes in market conditions or adverse events beyond the control of the company.
- c) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create a more adverse situation for the company, such as the company going out of business or declaring bankruptcy, which would not occur if the Agency’s rights were not exercised.
- d) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create an adverse situation for the residents of the City of Syracuse.
- e) The assessment prepared in accordance with the Agency’s Annual Assessment Policy.
- f) Such other criteria as the Agency shall determine is a relevant factor in connection with any decision regarding the exercise of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance.

The Agency shall document its evaluation of the above criteria in writing and based upon its evaluation, the Agency shall determine whether to suspend, discontinue, recapture or terminate all or any portion of the financial assistance (the “*Determination*”). The Determination shall provide terms, if any, by which a company may remedy any Noncompliance Event (other than a State Mandated Recapture Event) upon which the Determination was based. The

company must submit written documentation to the Agency of compliance with all terms and conditions of the Determination in order for the Agency to consider whether to resume financial assistance to the company (which will be at the Agency's sole discretion).

The project agreement entered into between the Agency and the company (the "*Project Agreement*") shall include the terms and conditions of the foregoing provisions. The Agency shall also include in the Project Agreement a requirement that the company comply with the Agency's right to suspend, discontinue, recapture or terminate the financial assistance and that the company shall repay all or a portion of the financial assistance granted by the Agency to the company pursuant to any Determination.

Any such amount constituting local tax exemptions shall be redistributed to the appropriate affected tax jurisdictions, unless agreed to otherwise by any local taxing jurisdiction.

IV. RECAPTURE PERIOD

Except as otherwise provided by the General Municipal Law, the recapture period will be the longer of: (1) the term of the Lease Agreement; or (2) five years following the project's completion date. A project will remain "active" for purposes of Section 874(12) of General Municipal Law and the Agency's Annual Assessment Policy during the term of the Project Agreement.

Adopted: June 21, 2016

EXHIBIT "G"
RECAPTURE POLICY

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

RECAPTURE POLICY

I. STATEMENT OF PURPOSE

The City of Syracuse Industrial Development Agency (the “Agency”) has adopted this Recapture Policy (the “*Recapture Policy*”) in accordance with Sections 874(10) and 874(11) of the New York State General Municipal Law. This Recapture Policy shall be consistent with and in compliance with the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “*Enabling Act*”) and Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (said Chapter and the Enabling Act being hereinafter collectively referred to as the “*Act*”), and any other applicable law.

II. MANDATORY RECAPTURE OF THE NEW YORK STATE PORTION OF SALES AND USE TAX

The Agency shall recapture from project applicants New York State sales and use tax benefits, in accordance with the provisions of the General Municipal Law, from projects that utilized State sales and use tax exemptions:

- e) To which the project was not entitled;
- f) In excess of the amounts authorized by the Agency;
- g) For property or services not authorized by the Agency; and/or
- h) For a project that has failed to comply with a material term or condition to use the property or services in the manner required by any of the project documents between the company and the Agency.

The approving resolution(s) and project documents granting financial assistance in the form of State sales and use tax exemption benefits shall include the terms and conditions of the foregoing recapture provision. Within thirty (30) days of the recapture, the recapture amount shall be remitted to the New York State Department of Taxation and Finance. Such remittances shall include interest, at the legal rate, imposed by the Agency. The failure to pay over such amounts to the Agency shall be grounds for the New York State Tax Commissioner to assess and

determine State sales and use taxes due from the company under article twenty-eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

In order to determine if one of the foregoing events have occurred (a “*State Mandated Recapture Event*”) and to effectuate this recapture of New York State sales and use tax benefits the Agency shall:

- d) Keep records of the New York State and local sales tax exemptions provided to each project, with such records available to the New York State Tax Commissioner upon request.
- e) Report within thirty days of providing any financial assistance in the form of a sales and use tax exemption, the project, the estimated amount of the exemption and other information as may be required by the New York State Tax Commissioner (Form ST-60).
- f) The Agency shall file an annual report with the New York State Tax Commissioner detailing its terms and conditions and its activities in recapturing any unauthorized New York State sales and use tax exemptions.

III. SUSPENSION, DISCONTINUATION, RECAPTURE AND TERMINATION OF OTHER FORMS OF FINANCIAL ASSISTANCE

With respect to all other financial assistance provided to a project (other than the State portion of sales and use tax exemptions) the Agency shall have the right to suspend, discontinue, recapture or terminate financial assistance to any company for a project to the extent that:

- f) for projects that utilized local sales and use tax exemptions, the project was not entitled to such exemptions, such exemptions were in excess of the amounts authorized by the Agency, and/or such exemptions were for property or services not authorized by the Agency (each, a “*Local Sales Tax Benefit Violation*”);
- g) the company, upon completion of the project, fails to reach and maintain at least 85 percent of its employment requirements for job creation and/or retention (“*Job Deficit*”);
- h) the total investment actually made with respect to the project at the project’s completion date is less than 85 percent of its investment requirement (“*Investment Deficit*”);
- i) the company fails to provide annually to the Agency certain information to confirm that the project is achieving the investment, job retention, job creation, and other objectives of the Project (“*Reporting Failure*”); or

- j) there otherwise occurs any event of default under any project document (each, an “Event of Default”) or a material violation of the terms and conditions of any project document (a “*Material Violation*”).

IV. ANNUAL ASSESSMENT

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency’s attention, whether a State Mandated Recapture Event, a Local Sales Tax Benefit Violation, Job Deficit, Investment Deficit, Reporting Failure Event of Default or Material Violation (each a “*Noncompliance Event*”) has occurred. Notwithstanding the foregoing, the Agency may determine whether an Event of Default has occurred pursuant to any project document in accordance with the terms of the project document.

At the time of any Noncompliance Event (other than a State Mandated Recapture Event), the Agency shall determine by resolution whether to exercise its right to suspend, discontinue, recapture or terminate all or any portion of the financial assistance provided to a project, and shall consider the following in making its determination:

- g) Whether the company has proceeded in good faith.
- h) Whether the project has not performed as required due to economic issues, changes in market conditions or adverse events beyond the control of the company.
- i) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create a more adverse situation for the company, such as the company going out of business or declaring bankruptcy, which would not occur if the Agency’s rights were not exercised.
- j) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create an adverse situation for the residents of the City of Syracuse.
- k) The assessment prepared in accordance with the Agency’s Annual Assessment Policy.
- l) Such other criteria as the Agency shall determine is a relevant factor in connection with any decision regarding the exercise of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance.

The Agency shall document its evaluation of the above criteria in writing and based upon its evaluation, the Agency shall determine whether to suspend, discontinue, recapture or terminate all or any portion of the financial assistance (the “*Determination*”). The Determination shall provide terms, if any, by which a company may remedy any Noncompliance Event (other than a State Mandated Recapture Event) upon which the Determination was based. The

company must submit written documentation to the Agency of compliance with all terms and conditions of the Determination in order for the Agency to consider whether to resume financial assistance to the company (which will be at the Agency's sole discretion).

The project agreement entered into between the Agency and the company (the "*Project Agreement*") shall include the terms and conditions of the foregoing provisions. The Agency shall also include in the Project Agreement a requirement that the company comply with the Agency's right to suspend, discontinue, recapture or terminate the financial assistance and that the company shall repay all or a portion of the financial assistance granted by the Agency to the company pursuant to any Determination.

Any such amount constituting local tax exemptions shall be redistributed to the appropriate affected tax jurisdictions, unless agreed to otherwise by any local taxing jurisdiction.

IV. RECAPTURE PERIOD

Except as otherwise provided by the General Municipal Law, the recapture period will be the longer of: (1) the term of the Lease Agreement; or (2) five years following the project's completion date. A project will remain "active" for purposes of Section 874(12) of General Municipal Law and the Agency's Annual Assessment Policy during the term of the Project Agreement.

Adopted: June 21, 2016

SCHEDULE 1

FORM OF CERTIFICATION REGARDING ONGOING OBLIGATIONS UPON TERMINATION OF LEASES

CERTIFICATION

In _____, 2021, at the request of 101 North Salina St, LLC (the "**Company**"), the City of Syracuse Industrial Development Agency (the "**Agency**") undertook a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "**Building**") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "**Land**"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "**Facility**"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The meaning of capitalized terms not otherwise defined herein shall have the meanings attached to them in the agency lease, dated as of _____ 1, 2021 between the Agency and the Company (the "**Agency Lease**").

On _____, 2021 the Agency and the Company closed on a straight lease transaction with respect to the Project and the Financial Assistance (the "**Original Closing**") pursuant to which the parties executed and delivered the Company Documents and the Agency Documents (collectively the "**Lease Documents**").

Pursuant to the Company's request, the Agency terminated their leasehold interest in the Project Facility as of _____, 20__ (the "**Termination**").

Pursuant to the terms of the Agency lease, the Company is obligated to perform certain reporting requirements to the Agency:

- (1) certain provisions and obligations of the Lease Documents survive the Termination, including: Article 4 of the Agency Lease and Sections 2.2, 8.2, 8.5, 8.12, 10.4, 11.7 and 11.14 of the Agency Lease;
- (2) in accordance with its terms, the entire Project Agreement, and the Company's obligations thereunder, shall survive the Termination;
- (3) the Company is familiar with all of the Agency's policies, including but not limited to, its Recapture Policy, and is bound thereby; and
- (4) in furtherance of (i) above, but without limiting the foregoing, the Company continues to be obligated to comply with the following reporting obligation in accordance with Article 4 of the Project Agreement:

Section 4.01. Compliance Commitments. The Company agrees and covenants that it shall meet and maintain the commitments set forth in (a) below beginning in the first year after completion of the Project. The Company further agrees and covenants that it shall meet and maintain the commitments set forth in (b) below with respect to retained jobs set forth in the Application starting in the first year in which Financial Assistance is claimed and/or provided; and with respect to new jobs, the Company shall create, in years one (1) through five (5) following completion of the Project the new jobs set forth in the Company's Application. The reporting of, and the commitment to, each of (a), (b) and (c) below continuing for a five (5) year period following completion of the Project (the "**Term**"):

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

(b) There were 197 full time equivalent ("**FTE**") employees retained by the Project Facility as of the date of the Application for Financial Assistance (the "**Baseline FTE**"). The Company's application estimated the creation of forty-one (41) new FTEs (the "**New FTEs**") at the Project Facility within the first five (5) years following the Completion Date of the Project Facility. The Company covenants and agrees to maintain the Baseline FTEs and create the New FTEs set forth above within the first five (5) years following completion of the Project Facility as of and in the years set forth in the Application. The Company shall be required to meet and maintain all of the foregoing employment commitments during the Term (as defined in Section 1.03 above) hereof (the "**Employment Commitment**").

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

Section 4.02. Reporting Requirement. As part of the commitments set forth in Section

4.01, the Company shall provide annually, to the Agency, a certified statement and supporting documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. **Exhibit A** contains a form of annual certification that the Company must complete and submit to the Agency on an annual basis. The Agency reserves the right to modify such form to require additional information that the Agency must have in order to comply with its reporting requirements under the Act.

Dated as of _____, 20__

101 NORTH SALINA ST, LLC

By: _____
Name:
Title:

EXHIBIT A
(to Form of Certification)

FORM OF ANNUAL REPORTING QUESTIONNAIRE

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
201 East Washington Street, 6th Floor, Syracuse, New York 13202

Date

COMPANY
COMPANY ADDRESS

Dear _____:

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

Sale - Leaseback Financing

Project:

Date of Financing:

Principal Amount Financed:

Maturity Date:

Original Interest Rate:

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

Name of Lender

Debt Retired in [year] Yes/No

Debt Refinanced in [year] Yes/No

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

Debt in Default as of [date] Yes/No

Current Interest Rate(s)

Rate range, if Variable

Principal balance outstanding as of [date]

Principal payments made during [year]

Payments in Lieu of Taxes (PILOT)

paid in [year]

Total cost of goods/services purchased: \$ _____

New York State Sales Tax Exemptions Claimed [year]

New York Local Sales Tax Exemptions Claimed: [year]

New York State Mortgage Recording

Tax Exemption: [year]

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

From:

To: _____, CPAs

Re:

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

A. Job Retention/Creation:

III. Construction Jobs:

Provide the name of your general contractor: _____.

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

Is the general contractor MWBE qualified? _____.

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

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

Bid awarded to (Name/Address/County*)	Value of contract	MWBE (Yes/No)	SDVOBE (Yes/No)	Number of jobs (FTE)

***Must include county**

IV. Permanent (non-construction) Jobs:

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

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

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

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

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

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

Identify:

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

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

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

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

B. Geographical Hiring Data:

3. Construction jobs:

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

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

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

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

Comments:

Signature

Print Name

Title

Date

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

Onondaga County Clerk Recording Cover Sheet

Received From :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

Return To :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

First PARTY 1

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

First PARTY 2

101 NORTH SALINA ST LLC

Index Type : Land Records

Instr Number : 2021-00061833

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee: \$85.50

Recording Pages : 8

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

Real Estate Transfer Tax

RETT # : 5943
Deed Amount : \$0.00
RETT Amount : \$0.00
Total Fees : \$85.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 12/22/2021

At (Recorded Time) : 1:48:55 PM



Doc ID - 046087620008

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: EKARALUNAS Printed On : 12/22/2021 At : 1:49:24PM

**MEMORANDUM OF
AGENCY LEASE AGREEMENT**

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

NAME AND ADDRESS OF LESSEE: 101 North Salina St, LLC
One Webster's Landing
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 AGENCY LEASE AGREEMENT:

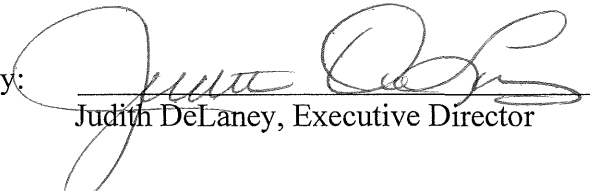
As of December 1, 2021

TERM OF AGENCY LEASE AGREEMENT:

The term of the Agency Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2037**, unless earlier terminated as provided in the Agency Lease Agreement.

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC
Its: Manager

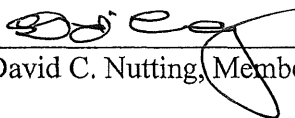
By: _____
David C. Nutting, Member

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

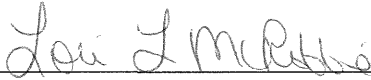
By: _____
Judith DeLaney, Executive Director

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

By:  _____
David C. Nutting, Member

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

On this 15th day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JUDITH DELANEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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

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

On the ___ day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public


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

On this ____ day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JUDITH DELANEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 15th day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

101-239 North Salina Street

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

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

214 North Salina Street

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

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

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

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

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

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

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

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



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

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

Schedule A - Information relating to conveyance

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

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County. Row 1: 104.-08-01.0, 311500, 101-239 North Salina Street, Syracuse, Onondaga.

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

Form with checkboxes for property types (1-9) and a date of conveyance field (12/01/2021).

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

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

Table for recording officer's use with columns: Amount received (Schedule B, Part 1 & 2), Date received, and Transaction number.

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

Part 1 – Computation of tax due

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

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

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

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

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) See Schedule "A"..... k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

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

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

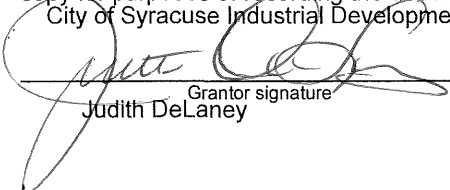
This is to certify that: (mark an X in the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

City of Syracuse Industrial Development Agency  _____ Grantor signature Judith DeLaney	Executive Director _____ Title	101 North Salina St, LLC By: 101 North Salina St Manager, LLC, its Manager _____ Grantee signature David C. Nutting	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 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.

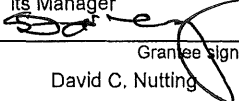
- e. Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a. A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.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

101 North Salina St, LLC By: 101 North Salina St Manager, LLC, its Manager

Grantor signature Judith DeLaney	Executive Director Title	 Grantee signature David C. Nutting	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 _____ to _____ (see instructions).
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

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

SCHEDULE "A"

The document being recorded for which this NYS Form TP-584 is being provided is a Memorandum of Lease between the Grantor and the Grantee. The sum of the term of the lease and any options for renewal do not exceed forty-nine (49) years, and therefore said lease is not a Conveyance within the meaning of Article 31 of the Tax Law.

CERTIFICATION

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agency Lease Agreement by and between the parties dated as of December 1, 2021.

The undersigned, David Nutting, Member and authorized signatory of 101 North Salina St, LLC (the “**Company**”), does hereby certify and confirm:

(1) that the Company has reviewed and understands the Agency’s Local Access Policy (the “**Policy**”) which states as follows:

The Company understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation and equipping of the Project unless a written waiver is first received in accordance with the terms of the Policy. Failure to comply may result in the revocation or recapture of benefits awarded to the Project by the Agency.

For purposes of this Policy, the term “local” shall mean: Cayuga, Cortland, Madison, Onondaga, Oneida and Oswego Counties.

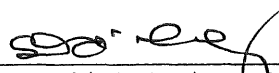
(2) that the Company has complied, and will, for so long as the Agency has an interest in the Project, continue to comply with, the Agency’s Local Labor Policy.

Dated: December 1, 2021

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC

Its: Manager

By: 

David C. Nutting, Member



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2021

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

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

PRODUCER Reagan Insurance 8 E Main St Marcellus NY 13108	CONTACT NAME: PHONE (A/C, No, Ext): 315-673-2094		FAX (A/C, No): 315-673-1121
	E-MAIL ADDRESS: certificates@reagancompanies.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Cincinnati Insurance Company	10677
		INSURER B : The Travelers Indemnity Co	25658
		INSURER C : Merchants Mutual Ins. Company	23329
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2073769553 **REVISION NUMBER:**

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

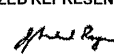
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		EPP0365685	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0365685	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP0002685 ZUP16N4110122NF	1/1/2022 1/1/2022	1/1/2023 1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					
A	Business Personal Property	Y		EPP0365685	1/1/2022	1/1/2023	\$1,250,304 Blanket \$5,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella Liability: Additional insured is on a primary and non-contributory basis as required by written contract. Umbrella coverage follow form.
 Waiver of subrogation is included on the Umbrella policies as required by written contract.

Project: 101 N. Salina St, Syracuse, NY 13202 a/k/a The Post Standard

City of Syracuse Industrial Development Agency is additional insured as its interests may appear Development Agency.
 30 day notice of cancellation applies on the General Liability and Auto policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Syracuse Industrial Development Agency 201 E. Washington Street 6th Floor Syracuse NY 13202	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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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL BY US
NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

City of Syracuse Industrial Development Agency
201 E Washington Street 6th Floor
Syracuse NY 13202

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

Loc	Bldg	Loss Payee Name and Address:	Applicable Clause (Enter B, C, D or E):
7	1	City of Syracuse Industrial Development Agency, 201 E. Washington Street, 6 th Floor, Syracuse, NY 13202	B

A. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

For the purposes of this endorsement only, the following are added to **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION D. LOSS CONDITIONS, 4. Loss Payment**, as indicated in the Schedule of this endorsement.

B. Loss Payable

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

1. Adjust losses with you; and
2. Pay any claim for "loss" jointly to you and the Loss Payee, as interests may appear.

C. Lender's Loss Payable

1. The Loss Payee shown in the Schedule of this endorsement is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered "loss" to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

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

- d. If we pay the Loss Payee for any "loss" and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

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

3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

D. Contract of Sale

1. The Loss Payee shown in the Schedule of this endorsement is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for "loss" jointly to you and the Loss Payee, as interests may appear.
3. For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

E. Building Owner Loss Payable Clause

1. The Loss Payee shown in the Schedule of this endorsement is the owner of the building in which you are a tenant.
2. We will adjust losses to the building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
3. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Syracuse Industrial Development Agency 201 E. Washington Street, 6th Floor, Syracuse, NY 13202	Any Location at which work or operations are performed by you or on your behalf.
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 liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY/NONCONTRIBUTORY - OTHER INSURANCE
CONDITION SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

City of Syracuse Industrial Development Agency

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

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured described in the Schedule of this endorsement provided that:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Syracuse Industrial Development Agency 201 E. Washington Street, 6th Floor, Syracuse, NY 13202	Any Location at which work or operations are performed by you or on your behalf.
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 liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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. 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
12/10/2021

THIS EVIDENCE OF 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.

AGENCY James P. Reagan Agency, Inc. 8 East Main Street Marcellus, NY 13108		PHONE (A/C, No, Ext): (315) 673-2094	COMPANY Cincinnati Insurance Company P.O. Box 145496 Cincinnati, OH 45250-5496	
FAX (A/C, No): (315) 673-1121		E-MAIL ADDRESS:		
CODE: 31003		SUB CODE:		
AGENCY CUSTOMER ID #: VIPSTRU-02		INSURED 101 North Salina St., LLC 101 North Salina St. Syracuse, NY 13202		
LOAN NUMBER		POLICY NUMBER EPP0365685		
EFFECTIVE DATE 1/1/2022		EXPIRATION DATE 1/1/2023		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 7, Bldg # 1, 101-239 & 214 North Salina Street, Syracuse, NY 13202, Post Standard Building

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE	
			PERILS INSURED
Loc # 7, Bldg # 1 Building, Special (Including theft), Replacement Cost	\$28,561,746	\$5,000	

REMARKS (Including Special Conditions)

REMARKS:
City of Syracuse Industrial Development Agency is listed as additional insured in regards to the General Liability.
City of Syracuse Industrial Development Agency is listed as loss payee in regards to the Building coverage.
M&T Bank, its successors and/or assigns is listed as Mortgagee in regards to the location above.
30 day notice of cancellation applies

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Syracuse Industrial Development Agency 201 E. Washington Street 6th Floor Syracuse, NY 13202	<input checked="" type="checkbox"/>	ADDITIONAL INSURED	<input type="checkbox"/>	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/>	LOSS PAYEE
	<input type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>	LOAN #		
AUTHORIZED REPRESENTATIVE 						

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

City of Syracuse Industrial Development Agency
201 E Washington Street 6th Floor
Syracuse NY 13202

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2021

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

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

PRODUCER Reagan Insurance 8 E Main St Marcellus NY 13108	CONTACT NAME: PHONE (A/C, No, Ext): 315-673-2094 FAX (A/C, No): 315-673-1121 E-MAIL ADDRESS: certificates@reagancompanies.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : Hanover Insurance Companies INSURER C : The Travelers Indemnity Co INSURER D : Merchants Mutual Ins. Company INSURER E : Technology Ins Co INSURER F :	NAIC # 10677 22292 25658 23329 42376
INSURED VIP Structures, Inc. 1 Websters Landing Syracuse, NY 13202	VIPSTRU-02	

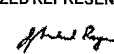
COVERAGES **CERTIFICATE NUMBER:** 114068696 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CPP0899210	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA0187000	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Phys Dmg \$ 35,000
D C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP0002685 ZUP16N4110422NF	1/1/2022 1/1/2022	1/1/2023 1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N / A		Y	TWC3937057	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B B A	Leased & Rented Equipment Builder's Risk Property Coverage			IHSA597688 06 IHSA597688 06 CPP0899210	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	\$300,000 \$5,000 Ded. \$1,500,000 \$2,500 Ded. \$867,349 \$1,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability: Additional insured is on a primary and non-contributory basis, including products completed operations coverage as required by written contract.
Automobile: Additional insured is on a primary and non-contributory basis as required by written contract
Umbrella Liability: Additional insured is on a primary and non-contributory basis as required by written contract. Umbrella coverage follow form.
Waiver of subrogation is included on the General Liability, Auto, Umbrella, and Workers Compensation policies as required by written contract
Auto Auto Hired Physical Damage Deductibles \$100 Comp/\$500 Collision
*C105.2 attached

See Attached...

CERTIFICATE HOLDER City of Syracuse Industrial Development Agency 201 E. Washington Street 6th Floor Syracuse NY 13202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Reagan Insurance		NAMED INSURED VIP Structures, Inc. 1 Websters Landing Syracuse, NY 13202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Project: 101 N. Salina St, Syracuse, NY 13202 a/k/a The Post Standard

City of Syracuse Industrial Development Agency is additional insured as its interests may appear Development Agency.
 30 day notice of cancellation applies on the General Liability and Auto policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL BY US
NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

City of Syracuse Industrial Development Agency
201 E Washington Street 6th Floor
Syracuse NY 13202

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL BY US
NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

City of Syracuse Industrial Development Agency
201 E Washington Street 6th Floor
Syracuse NY 13202

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure to Disclose Hazards	8
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4. Supplementary Payments	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
x Managers or Lessors of Premises;	
x Lessor of Leased Equipment;	
x Vendors;	
x State or Political Subdivisions - Permits Relating to Premises;	
x State or Political Subdivisions - Permits; and	
x Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property.....	14
11. Property Damage to Borrowed Equipment	14
12. Employees as Insureds - Specified Health Care Services:	14
x Nurses;	
x Emergency Medical Technicians; and	
x Paramedics	
13. Broadened Notice of Occurrence.....	15

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit:	\$ 1,000,000
Aggregate Limit:	\$ 3,000,000
Deductible:	\$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a. The following is added to SECTION I - COVERAGES: Employee Benefit Liability Coverage.

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; and or

- 2) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

- (d) **Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- (e) **Inadequacy of Performance of Investment / Advice Given With Respect to Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;

- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "ex-

ecutive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS**

OF INSURANCE is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (a) An act, error or omission; or
 - (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions, negligently committed in the "administration" of your "employee benefit program".
- However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".
- (4) **Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The deductible amount stated in **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** as applicable to Each Employee applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) **Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) **Item 5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

- b.** Interpreting the "employee benefit programs";
- c.** Handling records in connection with the "employee benefit programs"; or
- d.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a.** Handling payroll deductions; or
 - b.** The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
- 2.** "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
- 3.** "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a.** Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pen-

sion plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker", "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

a. The last Subparagraph of Paragraph 2, **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

b. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5, above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B, **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

- a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

- b. **Care, Custody or Control Liability Coverage**

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property. Subparagraphs (3), (4) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. **Deductible Clause**

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

(1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued.

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and

2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- (c) Any person or organization (referred to below as ven-

dor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of

business, in connection with the distribution or sale of the products:

- f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
 - a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
 - b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
 - (d) Any state or political subdivision with which you have agreed per Paragraph 9. a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
 - 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.
- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):
- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
 - (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or
 - (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - 1) Defects in design furnished by or on behalf of the additional insured; or
 - 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b) Supervisory, inspection, architectural or engineering activities.

3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

(1) Condition 5. Other Insurance is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

2) For any other valid and collectible insurance

available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

(2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form num-

ber **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.(3)(a)** and **9.a.(3)(b)** of this endorsement shall not apply and Paragraph **9.b.** of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph **f.(1)** of Definition **12.** "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion **j.** **Damage to Property** of Paragraph **2.**, **Exclusions** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a)** Insureds;
- (b)** Claims made or "suits" brought; or
- (c)** Persons or organizations making claims or bring "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of dam-

ages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

(b) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1)** How, when and where the "occurrence" or offense took place;
- (2)** The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**; or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph 1.d. below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.
- c. "Bodily injury" or "property damage" which:
- (1) Occurs during the "coverage term"; and
 - (2) Was not, prior to the "coverage term", known by you, per Paragraph 1.d. below, to have occurred;
- includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.
- d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";
 - (3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";
 - (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or
 - (5) Becomes aware, or reasonably should have become aware, of a

condition from which "bodily injury" or "property damage" is substantially certain to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollutant

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, Paragraph (a) does not apply to:

- 1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

- a) The injury is caused by the inadequate ventilation of vapors;
- b) The person injured is first exposed to such vapors during the policy period; and
- c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph c) does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception 1) shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph 1) only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or

airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

- 2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - 3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - 1) Any insured; or
 - 2) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph (d) does not apply to:
 - 1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

- 2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - 3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the op-

erations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, Paragraphs (2)(a) and (b) do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by

governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of an insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in SECTION III - LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";
- (3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

t. Distribution of Material in Violation of Statutes

Bodily injury or property damage arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through q. do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**; or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

- b. This insurance applies to "personal and advertising injury" only if:
 - (1) The "personal and advertising injury" is caused by an offense arising out of your business; and
 - (2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and
 - (3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph 1.d. below, that the offense had been committed or had begun to be committed, in whole or in part.
- c. "Personal and advertising injury" caused by an offense which:
 - (1) Was committed during the "coverage term"; and

- (2) Was not, prior to the "coverage term", known by you, per Paragraph 1.d. below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

- d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":
 - (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
 - (3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";
 - (4) Becomes aware, or reasonably should have become aware, by any means, other than as described in (3) above, that the offense had been committed or had begun to be committed; or
 - (5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Coverage Term

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

- (1) The inception of this Coverage Part; or
- (2) The "coverage term" in which insurance coverage is sought.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality or Performance of Goods - Failure to Conform to Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, pat-

ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17. a., b. and c. of "personal and advertising injury" under **SECTION V - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

l. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Employment Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation

or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Pollutant

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

o. Pollutant-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

- (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
- (3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Distribution of Material in Violation of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation and Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletic Activities

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", in-

cluding actual loss of earnings up to \$250 a day because of time off from work.

5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts

within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. a. The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

(2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.**

This General Aggregate Limit will not apply if either the Location General Aggregate Limit of Insurance, Paragraph 2.b., or the Construction Project General Aggregate Limit of Insurance, Paragraph 2.c. applies.

- b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**,

which can be attributed to operations at only a single location owned by, or rented or leased to you.

- c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

which can be attributed only to ongoing operations and only at a single construction project.

- d. Only for the purpose of determining which General Aggregate Limit of Insurance, 2.a., 2.b., or 2.c., applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease

where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to 2.a. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or a "personal and advertising injury" offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";

(b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft.**

(2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.

(3) Any other insurance:

(a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and

(b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:

(1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

(2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this Coverage Part, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general pub-

lic or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

- a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are "authorized representatives".
 - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
 - (3) A limited liability company, your members and your managers are "authorized representatives".
 - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
 - (5) A trust, your trustees are "authorized representatives".
- b. Your "employees":
 - (1) Assigned to manage your insurance program; or
 - (2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";are also "authorized representatives".

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,provided the insured's responsibility to pay damages is determined in a "suit" on

the merits, in the territory described in a. above or in a settlement to which we agree.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materi-

als; market research; public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;
- (6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks; or
- (7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered autos.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises

you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed; or
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".
25. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
26. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by

an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- A. Any "nuclear reactor";
- B. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 1/1/2022-1/1/2023	Policy Number: EBA0365685
Named Insured: VIP Structures Inc	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **Blanket Waiver of Subrogation**

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because

of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 1/1/2022-1/1/2023	Policy Number: EBA0365685
Named Insured: VIP Structures Inc	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.
Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	1/1/22-1/1/23	Policy No.	will be provided	Endorsement No.
Insured	Technology Ins		at binding	Premium \$
Insurance Company	Comp			

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

MERCHANTS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following supersedes any provisions to the contrary.

It is agreed that with respect to Commercial General Liability, this insurance does not apply unless the liability is covered:

- A.** By valid and collectible underlying insurance as shown in the Schedule of Underlying Insurance; and
- B.** Only for such hazards which are covered by the underlying Commercial General Liability Insurance.



**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) VIP STRUCTURES INC. ATTN: SANDY DEVANEY ONE WEBSTER'S LANDING SYRACUSE, NY 13202</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 315-471-5338</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 161269096</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Syracuse Industrial Development Agency 201 E. Washington Street 6th Floor Syracuse, NY 13202</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL627307</p> <p>3c. Policy effective period 01/01/2021 to 12/31/2022</p>


4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 8/6/2021 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT (the "*Agreement*") is made as of the 1st day of December, 2021, between 101 NORTH SALINA ST, LLC (the "*Indemnitor*" or the "*Company*"), for the benefit of the CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY (the "*Agency*").

RECITALS

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

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 or regulation governing hazardous substances, as such laws may be amended from time to time (collectively, the "**Hazardous Waste Laws**"), at, upon, under or within the Project Facility or any contiguous real estate, and (ii) it has not caused or permitted to occur, and shall not permit to exist, any condition which may cause a discharge of any Hazardous Substances at, upon, under or within the Project Facility or on any contiguous real estate.

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

3. **Covenants.**

(a) Indemnitor shall comply strictly and in all respects with the requirements of the Hazardous Waste Laws and related regulations and with all similar laws and regulations and shall notify Agency immediately in the event of any discharge or discovery of any Hazardous Substance at, upon, under or within the Project Facility which is in violation of any Hazardous Waste Laws or regulations. Indemnitor shall promptly forward to Agency copies of all orders, notices, permits, applications or other communications and reports in connection with any discharge or the presence of any Hazardous Substance, in violation of any Hazardous Waste Laws or regulations, or any other matters relating to the Hazardous Waste Laws or any similar laws or regulations, as they may affect the Project Facility.

(b) If the Agency reasonably believes there has been a violation of Hazardous Waste Laws or regulations at the Project Facility occurring after the date of this Agreement, the Indemnitor shall, promptly upon the written request of Agency, Indemnitor shall provide Agency, at Indemnitor's expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to the requesting person, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Substances, in violation of Hazardous Waste Laws or regulations and the potential costs in connection with abatement, cleanup or removal of any Hazardous Substances found on, under, at or within the Project Facility.

4. **Indemnity.**

(a) Indemnitor shall at all times indemnify and hold harmless Agency against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by Agency, whether as contract vendor, owner, mortgagee, as mortgagee in possession, or as successor-in-interest to Indemnitor by foreclosure deed or deed in lieu of foreclosure, under or on account of the Hazardous Waste Laws or any similar laws or regulations, including the assertion of any lien thereunder, with respect to:

(1) any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Project Facility whether or not the same originates or emanates from the Project Facility or any contiguous real estate including any loss of value of the Project Facility as a result of any of the foregoing;

(2) any costs of removal or remedial action incurred by the United States Government or any costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction or loss incurred pursuant to any Hazardous Waste Laws;

(3) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at or near the Project Facility; and/or

(4) any other environmental matter affecting the Project Facility within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state or local agency.

The obligations of Indemnitor under this Agreement shall arise whether or not the Environmental Protection Agency, any other federal agency or any state or local agency has taken or threatened any action in connection with the presence of any Hazardous Substances.

(b) In the event of any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Project Facility, in violation of any Hazardous Waste Laws or regulations, whether or not the same originates or emanates from the Project Facility or any contiguous real estate, and/or if Indemnitor shall fail to comply with any of the requirements of the Hazardous Waste Laws or related regulations or any other environmental law or regulation, Agency may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Project Facility and/or take any and all other actions as Agency shall deem necessary or advisable in order to abate the discharge of any Hazardous Substance, remove the Hazardous Substance or cure the noncompliance of Indemnitor.

(c) Indemnitor acknowledges that Agency has relied upon the representations, warranties, covenants and indemnities of Indemnitor in this Agreement. All of the representations, warranties, covenants and indemnities of this Agreement shall survive the repayment of Indemnitor's obligations under the Agency Lease or other Company Documents.

5. **Attorney's Fees.** If Agency retains the services of any attorney in connection with the subject of the indemnity herein, Indemnitor shall pay Agency's costs and reasonable attorneys' fees thereby incurred. Agency may employ an attorney of its own choice.

6. **Interest.** In the event that Agency incurs any obligations, costs or expenses under this Agreement, Indemnitor shall pay such person immediately on demand, and if such payment is not received within ten (10) days, interest on such amount shall, after the expiration of the ten-day period, accrue at the interest rate set forth in the Agency Lease until such amount, plus interest, is paid in full.

7. **No Waiver.** Notwithstanding any terms of the Company Documents to the contrary, the liability of Indemnitor under this Agreement shall in no way be limited or impaired by: (i) any extensions of time for performance required by any of the Company Documents; (ii) any sale, assignment or foreclosure of the Agency Lease or any sale or transfer of all or part of the Project Facility; (iii) the accuracy or inaccuracy of the representations and warranties made by Indemnitor under any of the Company Documents; or (iv) the release of Indemnitor or any other person from performance or observance of any of the agreements, covenants, terms or conditions contained in the Company Documents by operation of law, Agency's voluntary act, or otherwise; and, in any such case, whether with or without notice to Indemnitor and with or without consideration.

8. **Waiver by Indemnitor.** Indemnitor waives any right or claim of right to cause a marshalling of Indemnitor's assets or to cause Agency to proceed against any of the security for the Agency Lease before proceeding under this Agreement against Indemnitor or to proceed against Indemnitor in any particular order; Indemnitor agrees that any payments required to be made hereunder shall become due on demand; Indemnitor expressly waives and relinquishes all rights and remedies (including any rights of subrogation) accorded by applicable law to indemnitors or guarantors.

9. **Releases.** Any one or more of Indemnitor and any other party liable upon or in respect of this Agreement or the Agency Lease may be released without affecting the liability of any party not so released.

10. **Amendments.** No provision of this Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

11. **Joint and Several Liability.** In the event that this Agreement is executed by more than one party as Indemnitor, the liability of such parties is joint and several. A separate action or actions may be brought and prosecuted against each Indemnitor, whether or not an

action is brought against any other person or whether or not any other person is joined in such action or actions.

12. **Consent to Jurisdiction.** Indemnitor consents to the exercise of personal jurisdiction over Indemnitor by any federal or state court in the State of New York and consent to the laying of venue in any jurisdiction or locality in the City of Syracuse. Service shall be effected by any means permitted by the court in which any action is filed.

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

(a) If to the Agency, to: City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202
Attention: Chair

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

and

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

(b) If to the Company: 101 North Salina St, LLC
One Webster's Landing
Syracuse, New York 13202
Attn: David Nutting, Member

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

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

14. **Waivers.** The parties waive trial by jury in any action brought on, under or by virtue of this Agreement. Indemnitor waives any right to require Agency at any time to pursue any remedy in such Person's power whatsoever. The failure of Agency to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any such terms, nor shall it prevent Agency from insisting upon strict compliance with this Agreement or any other Company Document at any time thereafter.

15. **Severability.** If any clause or provisions herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held for naught as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

16. **Inconsistencies Among the Company Documents.** Nothing contained herein is intended to modify in any way the obligations of Indemnitor under the Agency Lease or any other Company Document. Any inconsistencies among the Company Documents shall be construed, interpreted and resolved so as to benefit Agency.

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

18. **Controlling Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC

Its: Manager

By:  _____
David C. Nutting, Member

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

On the 15th day of December, in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared **David C. Nutting**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

KEVIN M. POLE
Notary Public, State of New York
Qualified in Onondaga Co. No. 02PO6076749
My Commission Expires July 1, 20____

SCHEDULE "A"

LEGAL DESCRIPTION

101-239 North Salina Street

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

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

214 North Salina Street

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

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

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

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

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

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

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

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

SCHEDULE "B"

EXCEPTIONS

See Environmental Reports attached



**Geophysical Survey and Limited and Focused
Subsurface Soil & Groundwater Investigation
Report for the Property Identified as:**

**Commercial Property (Post Standard Building)
101-239 and 214-216 South Salina Street
Syracuse, New York 13202**

**LCS PROJECT # 17S910.22
(RELATED TO 16S7075.39)**

MAY 22, 2017

May 22, 2017

Ms. Lindsay Weichert
M&T Bank
101 South Salina Street,
8th Floor, Syracuse, NY 13202

**Re: Geophysical Survey and, Limited and Focused Subsurface Investigation
Commercial Property (Post Standard Building)
101-239 and 214-216 South Salina Street
Syracuse, New York 13202
LCS Project No. 17S910.22 (Related to 16S7075.39)**

Dear Ms. Weichert:

Background

At your request, Lender Consulting Services, Inc. (LCS) performed a Geophysical Survey and limited and focused subsurface soil and groundwater investigation, at the Commercial Property (Post Standard Building), located at 101-239 and 214-216 South Salina Street, Syracuse, New York 13202 (See Figure 1). The subject property measures approximately 4.7 acre and is developed with one two-story, 119,570 square foot structure that was constructed in 1970. The subject property is located in a highly developed Industrial, commercial, and residential area. The topography of the site is generally level at grade.

This investigation was recommended based on the information gathered by LCS during an ASTM E1527-13 Phase I Environmental Site Assessment (ESA) report for the above-referenced property, dated December 30, 2016. Through that report, the following recognized environmental conditions (RECs) were identified warranting intrusive study at that time.

- The subject property has been utilized as a newspaper publishing plant and printing facility since approximately 1970.
- On-site operations currently include industrial printing. Various new and waste printing inks, lubricants, cleaners, and other chemicals were noted in many containers of 55-gallons or less throughout the structure, including the basement. Many of these materials/containers were stored on secondary containment systems; however, some drums were noted stored on a metal grate in the basement; the discharge point of the grate was unknown to the site contact. Some staining was noted to concrete floors and walls in the areas of these materials and machinery.
- Past uses of the subject property included tin shops (eastern parcel) in at least 1892-1911, an industrial building (at least 1911), a paper box factory (at least 1938-1961), furniture repair (at least 1950-1968), and clothing factories (at least 1911).
- According to Sanborn Fire Insurance Maps, two gasoline tanks were located in the central portion of the property from at least 1950 through at least 1968. [These tanks appear to have been located in an area beneath the northern addition to the subject structure.]
- According to the regulatory database report, the subject property was identified as an underground storage tank (UST) facility (Petroleum Bulk Storage Site Number 7-459321) with two 10,000-gallon gasoline USTs installed in December 1973 and closed-removed in July 1998; no tank closure documentation was available. One 10,000-gallon empty UST was installed in July 1998 and is listed as closed-removed in September 2000. Two additional USTs (one 1,000-gallon and 500-gallon capacities) are registered for the subject property and are listed as "closed-removed" on September 22, 2000.

Subsequent to issuing the Phase I ESA, LCS reviewed documentation pertaining to historic USTs, site plans, and remedial work on the subject property. Based on this review, an addendum to the Phase I ESA was issued on February 23, 2017 with the following recommendations:

- No further investigation is warranted relative to the 1,000-gallon and 500-gallon USTs (registered tank numbers 004 and 005) associated with NYSDEC Spill Number 00-07349.
- Based on the age of the 10,000-gallon UST removed in 2000 (tank number 003), its proximity to the northern building addition, and the fact that it was reportedly never filled with product or used, the associated environmental risk is reduced and no further work is warranted at this time.

Unless sufficient information is provided, additional investigation remains warranted relative to the two 10,000-gallon USTs (tank numbers 001 and 002) removed in 1998, the 10,000-gallon UST installed in 2001, the historic industrial uses of the property, and the on-site industrial printing operations.

Introduction

The purpose of this intrusive study was to better assess the environmental quality of on-site soils and groundwater in accessible locations of the subject property due to the RECs identified above. Soil samples were collected for stratigraphic characterization and field monitoring. Temporary groundwater monitoring wells (TPMWs) were installed within select test borings where groundwater was encountered. Select soil and groundwater samples were submitted for laboratory analysis to supplement field observations.

The work conducted was completed in general accordance with LCS' proposal dated April 17, 2017, with the following exception(s). LCS had originally planned on installing seven temporary groundwater monitoring wells proximate to the recognized environmental conditions, however, only three temporary groundwater monitoring wells were installed as groundwater was not encountered in most of the test borings and only one well produced sufficient groundwater volume for laboratory analysis.

The following is a summary of the methods and results of the investigation.

Methods of Investigation

Geophysical Survey

On April 24, 2017, a limited geophysical survey was performed in an effort to better determine the location of unknown historic underground storage tank (UST) system(s), or other subsurface structures of potential concern are located in select areas of the property (Figure 2). This work also served to reduce the possibility of damaging an underground utility during the intrusive investigation. Prior to collection of soil/groundwater samples, select areas were surveyed using a combination of ground penetrating radar (GPR) and utility tracing instruments.

Soil

Soil samples were collected on May 3 through May 5, 2017, with a percussion and hydraulically driven drive system equipped with an approximate 2-inch diameter, approximate 48-inch long macro-core sampler and a hand auger. Soil samples were collected within each borehole continuously from the ground surface until a depth of between approximately 1.1 and 16.0 feet below the ground surface (ft. bgs). Any downhole equipment was decontaminated with an Alconox and tap water wash and tap water rinse between boreholes. The cutting shoes were decontaminated in a similar manner between collection of each sample.

The physical characteristics of all soil samples were classified using the Unified Soil Classification System (USCS) (Visual-Manual Method) and placed in separate sealable containers to allow any

vapors to accumulate in the headspace. After several minutes, the container was opened slightly and total volatile organic compound (VOC) concentrations in air within the sample container were measured using a photoionization detector (PID). (The PID is designed to detect VOCs, such as those associated with petroleum and some solvents.) Based on the field observations and/or screening results, soils were selected for analysis (see below).

Groundwater

Temporary groundwater monitoring wells TPMW1 through TPMW3 were installed within boreholes BH1, BH2, and BH8, respectively. Generally, the bottoms of the wells were set to between approximately 14.5 and 16.0 ft. bgs. Each of the wells were constructed with one-inch diameter PVC screen and riser with a silica filter pack placed around the well screen. A bentonite seal was placed above the sand and the wells were covered with plastic caps, to prevent surface water from entering the wells. Refer to the attached subsurface logs/well construction details for well specific well construction details.

The groundwater sample from temporary groundwater monitoring well TPMW2 were collected on May 5, 2017. Prior to sample collection, each well was developed by removing a minimum of three well volumes from the well. New disposable dedicated PVC bailers were used for well development and sample collection activities. A peristaltic pump and new dedicated and disposable PVC and silicone tubing was used to collect samples for metals analysis.

Sample Analysis

Following labeling of the laboratory-supplied sample containers, selected samples were placed on ice. The samples were then submitted, under standard chain-of-custody, to a New York State Department of Health (NYSDOH) approved laboratory for analysis in accordance with the United States Environmental Protection agency (USEPA) SW-846 Methods as summarized below. The analytical methods were chosen based on LCS' experience with sites of similar use.

The following table summarizes the specific analytical testing performed and their respective sample locations.

Sample Location	Analytical Testing Performed	Recognized Environmental Condition
Soil		
BH1 (14-16 ft. bgs)	TCL + CP-51 VOCs, CP-51 SVOCs, RCRA Metals	Newspaper Publishing /Printing Facility, Tin Shop, Industrial Building, Paper Box Factory, Furniture Repair, Clothing Factories, and Underground Storage Tank Facility
BH3(6-8 ft. bgs)		
BH8 (10-12 ft. bgs)		
BH9 (6-8 ft. bgs)		
BH11 (10-12 ft. bgs)		
BH12 (2-4 ft. bgs)		
BH13 (10-12 ft. bgs)		
BH16 (0-0.5 ft. bgs)		
BH17 (0-0.5 ft. bgs)		
BH18 (0-0.5 ft. bgs)		
BH21 (6-8 ft. bgs)		
Water		
TPMW2	TCL + CP-51 VOCs, CP-51 SVOCs, RCRA Metals	Newspaper Publishing /Printing Facility, Tin Shop, Industrial Building, Paper Box Factory, Furniture Repair, Clothing Factories, and Underground Storage Tank Facility

ft. bgs = feet below ground surface

TCL VOCs = Target Compound List volatile organic compounds via USEPA Test Method 8260

TCL+CP-51VOCs = Target Compound List + Commissioners Policy 51 volatile organic compounds via USEPA Test Method 8260

CP-51SVOCs = Commissioners Policy 51 semi-volatile organic compounds via USEPA Test Method 8270

RCRA Metals = Resource Conservation and Recovery Act Metals via USEPA Test Method 6010/7000

Results of Field Investigation

Geophysical Survey

Based on the results of the geophysical survey, one anomaly believed to be associated with an existing UST was discovered. Many anomalies discovered in the parking lot were determined to be associated with underground piping, sewer, or electrical utilities. Areas marked as boring locations inside the structure and outside in the parking areas were also examined for piping and utilities before intrusive investigation commenced.

Intrusive Investigation

Twenty one boreholes (BH1 through BH21) were completed in accessible areas of the subject property proximate to the environmental concerns. (See Figure 2.) A total of 113 soil samples were collected for geologic description. Fill material consisting of asphalt, concrete, gravel, brick, wood, and sand, was noted within test borings BH1 through BH21 to a maximum depth of approximately 16.0 ft. bgs. Generally, the native soils encountered consisted of varying mixtures sand to the bottom of the test borings. Groundwater was not encountered in most of the test borings. One of the three temporary groundwater monitoring wells (TPMW2) located within borehole BH2 produced sufficient groundwater volume for sample collection and laboratory analysis.

Equipment refusal was encountered within test borings BH4, BH5, BH12, and BH14 though BH21 between approximately 1.1 and 11.5 ft. bgs. The cause of the equipment refusal could not be determined.

PID measurements were above total ambient air background VOC measurements (i.e., 0.0 parts per million, ppm) in all soil samples collected. These elevated concentrations ranged from 0.2 parts per million (ppm) to 31.4 ppm (BH1, ~14-16 ft. bgs). In LCS' experience, the PID measurements and field observations do not suggest the obvious presence of VOC impact proximate to areas investigated.

Refer to the attached subsurface logs for soil classification for each sample interval, field observations and PID measurements.

Investigation Analytical Results

The soil and groundwater samples collected and analyzed detected the following analytes. The respective concentrations as well as commonly applied regulatory guidance values are also listed for comparison. Analytes not detected are not shown.

SOIL TESTING RESULTS

VOCs by USEPA SW-846 Method 8260

Sample ID	BH1	BH3	BH8	BH9	BH11	BH12	BH13	BH16	BH17	BH18	BH21	CP-51 Soil Cleanup Levels	Part 375 (Unrestricted) Soil Cleanup Objectives	Part 375 (Residential) Soil Cleanup Objectives	Part 375 (Residential Restricted) Soil Cleanup Objectives	Part 375 (Commercial) Soil Cleanup Objectives	Part 375 (Industrial) Soil Cleanup Objectives
Date Sampled	5/3/17	5/3/17	5/3/17	5/3/17	5/4/17	5/4/17	5/4/17	5/4/17	5/4/17	5/4/17	5/5/17						
Sample Depth	14-16 ft. bgs	6-8 ft. bgs	10-12 ft. bgs	6-8 ft. bgs	10-12 ft. bgs	2-4 ft. bgs	10-12 ft. bgs	0-0.5 ft. bgs	0-0.5 ft. bgs	0-0.5 ft. bgs	6-8 ft. bgs						
Units	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg
Acetone	10.5 J	26.5 J	<6.99	<7.99	17.8 J	<8.03	<11.5	25.3 J	<6.03	<8.47	<7.87	NL	50	100,000	100,000	500,000	1,000,000
Carbon Disulfide	0.666 J	2.88	0.533 J	0.744 J	1.13	0.391 J	1.08 J	1.78	0.394 J	0.972	0.704 J	NL	NL	NL	NL	NL	NL
Cyclohexane	<0.323	0.692 J	0.251 J	<0.279	<0.336	0.344 J	<0.403	<0.335	0.431 J	<0.296	0.294 J	NL	NL	NL	NL	NL	NL
Methyl Cyclohexane	0.925	1.68	<0.266	<0.304	<0.365	0.587 J	<0.439	<0.365	0.804	<0.322	0.696 J	NL	NL	NL	NL	NL	NL
2- Butanone	<4.32	8.08 J	<3.27	<3.74	6.3 J	<3.76	<5.4	<4.49	<2.82	<3.96	<3.69	NL	120	100,000	100,000	500,000	1,000,000
Benzene	<0.249	1.49	0.691 J	0.256 J	<0.259	0.245 J	<0.312	<0.259	0.255 J	<0.228	0.289 J	60	60	2,900	4,800	44,000	89,000
Toluene	0.609 J	1.35 J	0.371 J	<0.347	<0.416	<0.348	0.726 J	0.558 J	0.335 J	<0.368	<0.342	700	700	100,000	100,000	500,000	1,000,000
Ethylbenzene	0.455 J	<0.352	<0.207	<0.238	<0.284	<0.239	<0.343	<0.285	<0.179	<0.252	<0.234	1,000	1,000	30,000	41,000	390,000	780,000
m,p- Xylene	1.86	0.561 J	<0.232	<0.265	0.680 J	<0.267	0.550 J	0.370 J	<0.2	<0.281	<0.261	260*	260*	100,000*	100,000*	500,000*	1,000,000*
o-Xylene	1.1	<0.434	<0.256	<0.292	0.360 J	<0.293	<0.423	<0.351	<0.221	<0.31	<0.288	260*	260*	100,000*	100,000*	500,000*	1,000,000*
n-Propylbenzene	0.462 J	<0.244	<0.144	<0.164	<0.197	<0.166	<0.237	<0.197	<0.125	<0.174	<0.162	3,900	3,900	100,000	100,000	500,000	1,000,000
Sec- Butylbenzene	0.379 J	<0.238	<0.141	<0.161	<0.193	<0.162	<0.232	0.209 J	<0.121	<0.17	<0.158	11,000	11,000	100,000	100,000	500,000	1,000,000
p- Isopropyltoluene	0.275 J	<0.241	<0.143	<0.163	<0.195	<0.164	<0.235	<0.196	<0.123	<0.172	<0.161	10,000	NL	NL	NL	NL	NL
1,2,4- Trimethylbenzene	4.31	<0.25	<0.147	<0.168	0.546 J	<0.169	<0.244	0.299 J	<0.127	<0.179	<0.166	3,600	3,600	47,000	52,000	190,000	380,000
1,3,5- Trimethylbenzene	1.6	<0.316	<0.186	<0.213	0.298 J	<0.213	<0.307	<0.255	<0.16	<0.225	<0.209	8,400	8,400	47,000	52,000	190,000	380,000
n-Butylbenzene	0.339 J	<0.306	<0.18	<0.207	<0.248	<0.207	<0.298	<0.248	<0.155	<0.219	<0.203	12,000	12,000	100,000	100,000	500,000	1,000,000
Naphthalene	14.1	2.08 J	0.952 J	<0.799	<0.959	<0.803	<1.15	2.67 J	<0.603	<0.847	<0.787	12,000	12,000	100,000	100,000	500,000	1,000,000

µg/kg = micrograms per kilogram
ft. bgs = feet below ground surface
NL = Not Listed
J = Indicates an estimated value

Part 375 Soil Cleanup Objectives = New York State Department of Environmental Conservation 6 NYCRR Part 375 Environmental Remediation Programs, December 14, 2006 (375-6.8, Soil Cleanup Objective Tables)
CP-51 Soil Cleanup Levels = CP-51 Soil Cleanup Guidance October 21, 2010 (Table 3, Soil Cleanup Levels for Gasoline Contaminated Soil)

SVOCs by USEPA SW-846 Method 8270

Sample ID	BH1	BH3	BH8	BH9	BH11	BH12	BH13	BH16	BH17	BH18	BH21	CP-51 Soil Cleanup Levels	Part 375 (Unrestricted) Soil Cleanup Objectives	Part 375 (Residential) Soil Cleanup Objectives	Part 375 (Residential Restricted) Soil Cleanup Objectives	Part 375 (Commercial) Soil Cleanup Objectives	Part 375 (Industrial) Soil Cleanup Objectives
Date Sampled	5/3/17	5/3/17	5/3/17	5/3/17	5/4/17	5/4/17	5/4/17	5/4/17	5/4/17	5/4/17	5/5/17						
Sample Depth	14-16 ft. bgs	6-8 ft. bgs	10-12 ft. bgs	6-8 ft. bgs	10-12 ft. bgs	2-4 ft. bgs	10-12 ft. bgs	0-0.5 ft. bgs	0-0.5 ft. bgs	0-0.5 ft. bgs	6-8 ft. bgs						
Units	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg
Naphthalene	317	1,690	123 J	9.32 J	4.45 J	5.2 J	6.63 J	29.8	3.76 J	4.28 J	4.62 J	12,000	12,000	100,000	100,000	500,000	1,000,000
1-Methylnaphthalene	380	434	30.9 J	4.16 J	3.65 J	<2.06	3.39 J	52.8	<2.04	<2.06	2.44 J	NL	NL	NL	NL	NL	NL
2-Methylnaphthalene	443	575	39.1 J	5.95 J	3.38 J	<2.06	6.56 J	46.3	<2.04	3.03 J	3.06 J	NL	NL	NL	NL	NL	NL
Acenaphthylene	16.3 J	8.07 J	<6.35	<0.639	2.82 J	<0.618	<0.647	2.43 J	<0.613	<0.619	0.687 J	100,000	100,000	100,000	100,000	500,000	1,000,000
Acenaphthene	464	1,510	77.8	9.85	7.46	0.928 J	1.57 J	3.57 J	<0.613	1.93 J	1.75 J	20,000	20,000	100,000	100,000	500,000	1,000,000
Fluorene	464	1,710	101	10.6	7.52	0.953 J	1.93 J	2.27 J	<0.613	2.43 J	1.78	30,000	30,000	100,000	100,000	500,000	1,000,000
Phenanthrene	5,140	13,300	667	149	49.4	16.4	17.8	44.5	2.22 J	44.4	71.8	100,000	100,000	100,000	100,000	500,000	1,000,000
Anthracene	1,320	4,090	182	32.6	13.1	4.08 J	3.55 J	2.22 J	<0.613	9.15	4.28 J	100,000	100,000	100,000	100,000	500,000	1,000,000
Fluoranthene	6,640	22,700	1,810	345	104	64.4	27.8	109	2.8 J	129	90.1	100,000	100,000	100,000	100,000	500,000	1,000,000
Pyrene	4,460	13,700	1,140	215	75.2	45.4	21.8	64.6	2.24 J	72.2	61.8	100,000	100,000	100,000	100,000	500,000	1,000,000
Benzo(a)anthracene	2,830	9,060	881	153	54.6	34.4	13.4	15.3	1.48 J	75.1	20.9	1,000	1,000	1,000	1,000	5,600	11,000
Chrysene	2,570	8,260	776	152	58.2	38.2	14.8	58.4	1.21 J	87.0	36.8	1,000	1,000	1,000	3,900	56,000	110,000
Benzo(b)fluoranthene	2,900	9,640	903	201	64.9	59.9	16.5	31.7	1.9 J	123	44.9	1,000	1,000	1,000	1,000	5,600	11,000
Benzo(a)pyrene	2,080	6,920	683	145	41.5	42.3	11.4	9.31	1.21 J	66.4	28.3	1,000	1,000	1,000	1,000	1,000	1,100
Indeno (1,2,3-cd) pyrene	1,340	3,820	374	106	24.4	35.1	8.1	7.53	0.813 J	62.6	23.8	500	500	500	500	5,600	11,000
Dibenzo(a,h)anthracene	481	1,440	146	34.6	9.36	11.0	2.89 J	2.76 J	<0.613	20.4	6.55	330	330	330	330	560	1,100
Benzo(g,h,i)perylene	1,490	4,110	419	120	29.6	42.7	10.0	18.5	1.07 J	70.4	26.1	100,000	100,000	100,000	100,000	500,000	1,000,000

µg/kg = micrograms per kilogram
 ft. bgs = feet below ground surface
 NL = Not Listed
 J = Indicates an estimated value.

Part 375 Soil Cleanup Objectives = New York State Department of Environmental Conservation 6 NYCRR Part 375 Environmental Remediation Programs, December 14, 2006 (375-6.8, Soil Cleanup Objective Tables)

* = Total SVOCs must be ≤ 500,000µg/kg, and Individual SVOCs must be ≤ 50,000µg/kg

CP-51 Soil Cleanup Levels = CP-51 Soil Cleanup Guidance October 21, 2010 (Table 3, Soil Cleanup Levels for Fuel Oil Contaminated Soil)

N= Indicates presumptive evidence of a compound. This flag is used only Tentatively Identified Compounds, where the identification is based on the Mass Spectral library search. It is applied to all TIC results.

- = Analyte that is detected above the Part 375 (Residential) Soil Cleanup Objective.
- = Analyte that is detected above the Part 375 (Restricted) Soil Cleanup Objective.
- = Analyte that is detected above the Part 375 (Commercial) Soil Cleanup Objective.
- = Analyte that is detected above the Part 375 (Industrial) Soil Cleanup Objective.

Metals by USEPA SW-846 Methods 6010/7471A

Sample ID	BH1	BH3	BH8	BH9	BH11	BH12	BH13	BH16	BH17	BH18	BH21	Eastern USA Background Concentrations	Part 375 (Unrestricted) Soil Cleanup Objectives	Part 375 (Residential) Soil Cleanup Objectives	Part 375 (Restricted Residential) Soil Cleanup Objectives	Part 375 (Commercial) Soil Cleanup Objectives	Part 375 (Industrial) Soil Cleanup Objectives
Date Sampled	5/3/17	5/3/17	5/3/17	5/3/17	5/4/17	5/4/17	5/4/17	5/4/17	5/4/17	5/4/17	5/5/17						
Sample Depth	14-16 ft. bgs	6-8 ft. bgs	10-12 ft. bgs	6-8 ft. bgs	10-12 ft. bgs	2-4 ft. bgs	10-12 ft. bgs	0-0.5 ft. bgs	0-0.5 ft. bgs	0-0.5 ft. bgs	6-8 ft. bgs						
Units	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Mercury	0.0912	0.394	0.0477	0.0554	0.0598	0.0156 J	0.0410	0.00878 J	0.0130 J	0.00924 J	0.0617	0.001-0.2	0.18	0.81	0.81	2.8	5.7
Arsenic	5.5	5.86	4.1	6.88	4.67	4.02	4.3	7.78	4.08	4.57	5.61	3-12*	13	16	16	16	16
Barium	46.9	89.7	61.5	46.6	45.6	70.1	98.4	59.6	128	45.9	28.8	15-600	350	350	400	400	10,000
Cadmium	0.0830 J	0.187 J	<0.0741	<0.0746	<0.078	<0.0721	<0.0755	0.162 J	<0.0715	<0.0723	<0.0725	0.1-1	2.5	2.5	4.3	9.3	60
Chromium	14.3	16.0	13.9	20.7	16.5	10.1	13.9	34.5	9.31	11.2	16.1	1.5-40*	1/30 ¹	22/36 ¹	110/180 ¹	400/1,500 ¹	800/6,800 ¹
Lead	37.8	123	24.8	26.2	17.4	8.09	168	43.2	6.39	4.91	10.5	**	63	400	400	1,000	3,900
Selenium	<0.843	<0.82	<0.783	<0.788	<0.825	<0.762	<0.798	<0.78	0.934 J	<0.764	<0.767	0.1-3.9	3.9	36	180	1,500	6,800

mg/kg = milligram per kilogram
ft. bgs = feet below ground surface
NL = Not Listed

* = New York State Background

1 = Hexavalent Chromium/Trivalent Chromium

Part 375 Soil Cleanup Objectives = New York State Department of Environmental Conservation 6 NYCRR Part 375 Environmental Remediation Programs, December 14, 2006 (375-6.8, Soil Cleanup Objective Tables)
** = Background levels for lead vary widely. Average levels in undeveloped, rural areas may range from 4- 61 mg/kg. Average background levels in metropolitan or suburban areas, or near highways, typically range between 200- 500 mg/kg.

Bold = Analyte detected above Eastern USA Background Concentrations.

 = Analyte that is detected above the Part 375 (Unrestricted) Soil Cleanup Objective.

GROUNDWATER TESTING RESULTS

VOC by USEPA-846 Method 8260

Sample ID	TPMW1	NYSDEC Groundwater Criteria (Class GA)
Date Sampled	5/5/17	
Units	µg/L	µg/L
Carbon Disulfide	0.383 J	NL
Chloroform	0.624 J	7
Naphthalene	1.69 J	10

µg/L = micrograms per liter
 NL = Not Listed
 J = Indicates an estimated value.

NYSDEC Groundwater Criteria (Class GA) = 6 NYCRR Part 703 (June 1998 and April 2000 Addendum)

SVOCs by USEPA-846 Method 8270

Sample ID	TPMW2	NYSDEC Groundwater Criteria (Class GA)
Date Sampled	5/5/17	
Units	µg/l	µg/l
Naphthalene	1.55	10
Acenaphthylene	0.0732 J	NL
Acenaphthene	0.251	20
Fluorene	0.197	50
Phenanthrene	0.579	50
Anthracene	0.224	50
Fluoranthene	0.499	50
Pyrene	0.540	50
Benzo(a)anthracene	0.205	0.002
Chrysene	0.213	0.002
Benzo(b)fluoranthene	0.359	0.002
Benzo(k)fluoranthene	0.136 J	0.002
Benzo(a)pyrene	0.241	ND
Indeno (1,2,3-cd) pyrene	0.238	0.002
Benz(g,h,i)perylene	0.384	NL

µg/l = micrograms per liter
 NL = Not Listed
 J = Indicates an estimated value.

* = Applies to the sum of all phenolic compounds (total phenols)
 U = Indicates compound was analyzed for, but not detected at or above the reporting limit.
 NYSDC Groundwater Criteria (Class GA) = 6 NYCRR Part 703 (June 1998 and April 2000 Addendum)
 [shaded] = Analyte detected above the NYSDC Groundwater Criteria.

Metals by USEPA SW-846 Methods 6010/7471A

Sample ID	TPMW1	NYSDEC Groundwater Criteria (Class GA)
Date Sampled	10/30/08	
Units	mg/L	mg/L
Barium- Total	0.0277	1
Chromium- Total	0.00738 J	0.05
Lead- Total	0.00674	0.025

mg/L = milligrams per liter
 NL = Not Listed

U = Indicates element was analyzed for, but not detected at or above the reporting limit.
 NYSDC Groundwater Criteria (Class GA) = 6 NYCRR Part 703 (June 1998 and April 2000 Addendum)

Conclusions

The purpose of this study was to assess the recognized environmental conditions identified in the December 30, 2016, Phase I Environmental Site Assessment (specifically, the use of the property as a newspaper publishing plant and printing facility, historical use of the property as a tin shop, industrial building, paper box factory, furniture repair, clothing factories, and underground storage tank facility). Select soil and groundwater samples were collected from the areas of the recognized environmental conditions.

Geophysical Survey

Based on the results of the geophysical survey, no anomalies associated with unknown USTs were discovered. One anomaly associated with an existing, reported 10,000-gallon fuel oil UST was identified. Many other anomalies were discovered in the parking lot and were determined to be associated with underground piping, sewer, or electrical utilities.

Field Observations

PID measurements were above total ambient air background VOC measurements (i.e., 0.0 parts per million, ppm) in all soil samples collected. These elevated concentrations ranged from 0.2 parts per million (ppm) to 31.4 ppm (BH1, ~14-16 ft. bgs). In LCS' experience, the PID measurements and field observations do not suggest the obvious presence of significant VOC impact proximate to areas investigated.

Soil Laboratory Analytical Results

VOLATILE ORGANIC COMPOUNDS

No VOCs were detected at concentrations above typical background concentrations or commonly applied criteria.

SEMI-VOLATILE ORGANIC COMPOUNDS

Six SVOCs were detected at concentrations above the CP-51 and Soil Cleanup Levels Part 375 SCOs for Unrestricted Use in two of the eleven samples collected and submitted for SVOC analysis. The following SVOCs were detected in these samples at concentrations above the CP-51 and SCOs for Residential Use:

- Benzo(a)anthracene, Chrysene, Benzo(b)fluoranthene, Benzo(a)pyrene, Indeno (1,2,3-cd) pyrene, Dibenzo(a,h)anthracene in BH1 and BH3

The following SVOCs were detected in these samples at concentrations above the SCOs for Commercial Use:

- Benzo(a)pyrene in BH1 and BH3
- Benzo(a)anthracene, Benzo(b)fluoranthene, and Dibenzo(a,h)anthracene in BH3

The following SVOCs were detected in these samples at concentrations above the SCOs for Industrial Use:

- Benzo(a)pyrene in BH1 and BH3
- Dibenzo(a,h)anthracene in BH3

Three metals were detected at concentrations above the Eastern USA Background Concentrations and/or Part 375 SCOs for Unrestricted Use in three of the eleven samples collected and submitted for Metals analysis. The following Metals were detected in these samples at concentrations Eastern USA Background Concentrations and/or Part 375 SCOs for Unrestricted Use criteria:

- Lead and Mercury in BH3
- Lead in BH13
- Chromium in BH16

Groundwater - Laboratory Analytical Results

No VOCs or metals were detected within the groundwater at concentrations above commonly-applied groundwater criteria.

Five SVOCs were detected at concentrations above the NYSDEC Groundwater Criteria (Class GA) in the one sample collected and submitted for analysis. The following SVOCs were detected over Groundwater Criteria (Class GA) in TPMW1: Benzo(a)anthracene, Chrysene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, and Indeno (1,2,3-cd) pyrene.

METALS

Discussion

The elevated concentrations of SVOCs were identified in samples of fill material only. As such, the fill material is likely the source of the identified impact. The levels of lead detected within BH3 and BH13 are below average background levels in metropolitan and suburban areas, or near highways, which typically range between 200 - 500 mg/kg. The chromium levels detected in BH16 fall below the New York State background levels of 1.5 – 40.0 mg/kg.

In LCS' experience, the impacted fill material is typically encountered in urban areas and does not require further action unless it is encountered during future intrusive work (i.e., site redevelopment, utility work, etc.). Such may include special handling, sampling, and disposal requirements if the material is taken off-site.

Recommendations

As levels of SVOCs found in soil and groundwater are above NYSDEC commonly-applied regulatory criteria, a copy of the report should be submitted to the NYSDEC for review and comment. As indicated above, LCS does not anticipate further work will be required at this time; however, any recommendations provided by the NYSDEC should be followed by the property owner.

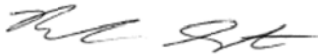
As LCS understands the property may be redeveloped in the future, a Site Management Plan could be prepared to ensure future property owners, contractors, and/or employees are aware of the impacted material identified and that they also understand how to properly handle the material if encountered during future intrusive work. Furthermore, in light of planned redevelopment, it may be prudent to increase the contingency budget to handle any impacted materials encountered during the construction project.

The on-site UST should be properly closed if not intended for future use. While not expected, if impacted materials are encountered during tank closure, such should be properly addressed at that time.

Thank you for allowing LCS to service your environmental needs. If you have any questions or require additional information, please do not hesitate to call our office.

Sincerely,

Reviewed by:



Brandon Stau
Environmental Analyst/ Project Manager



Douglas B. Reid
Sr. VP, Environmental Services

SITE LOCATION MAP

(BALDWINSVILLI

076° 09' 50.26" W
043° 03' 50.26" N

(BREWERTON)

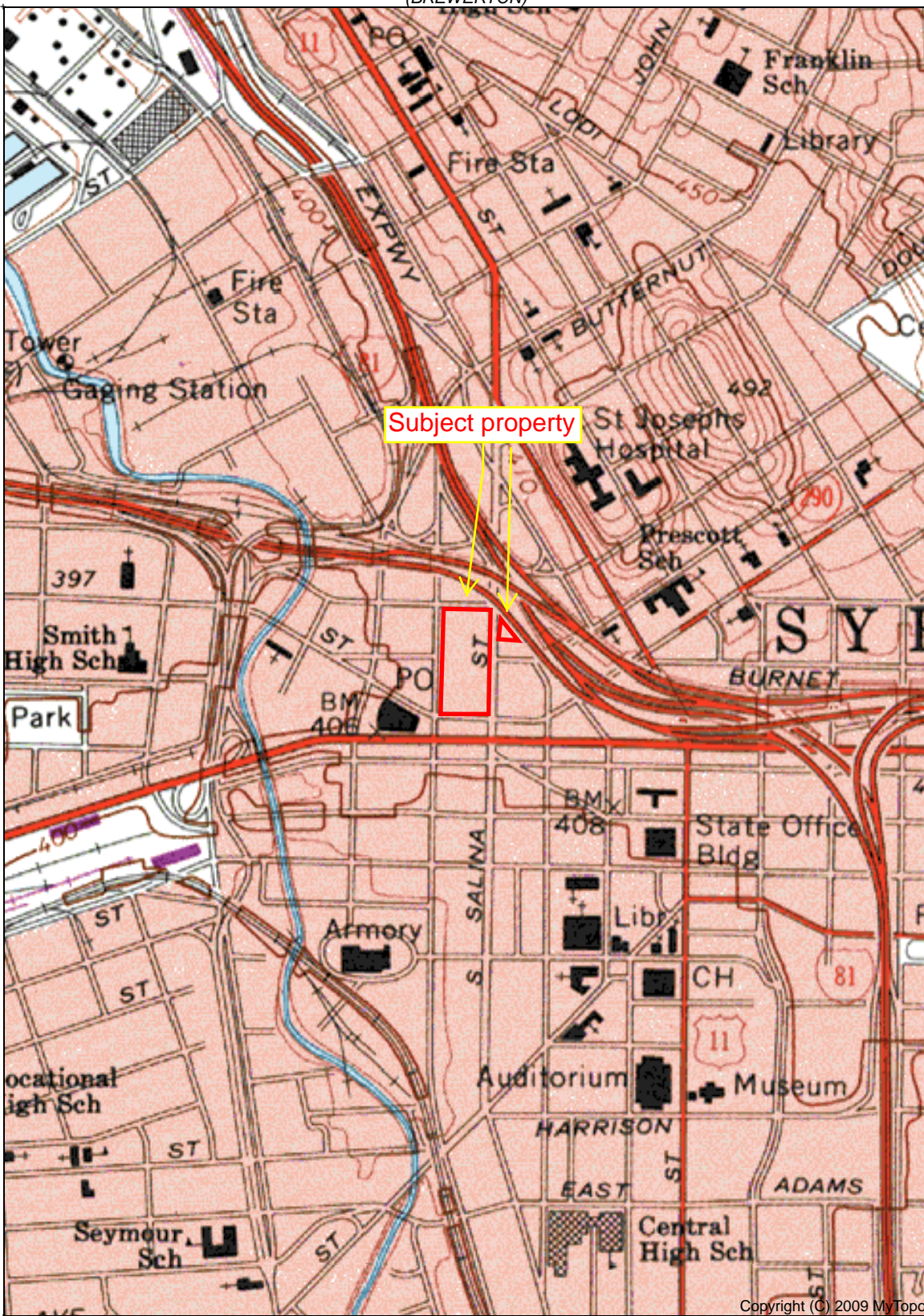
SYRACUSE WEST QUADRANGLE
NEW YORK
TOPOGRAPHIC SERIES

076° 08' 29.33" W
043° 03' 50.26" N

(CICERO)

(CAMILLUS)

(SYRACUSE EAST)



043° 02' 26.48" N
076° 09' 50.26" W

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Printed: Mon Dec 05, 2016

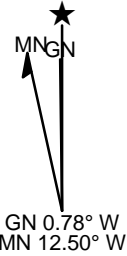
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076° 08' 29.33" W

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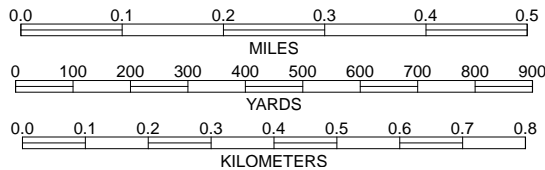
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(JAMESVILLE)

Declination



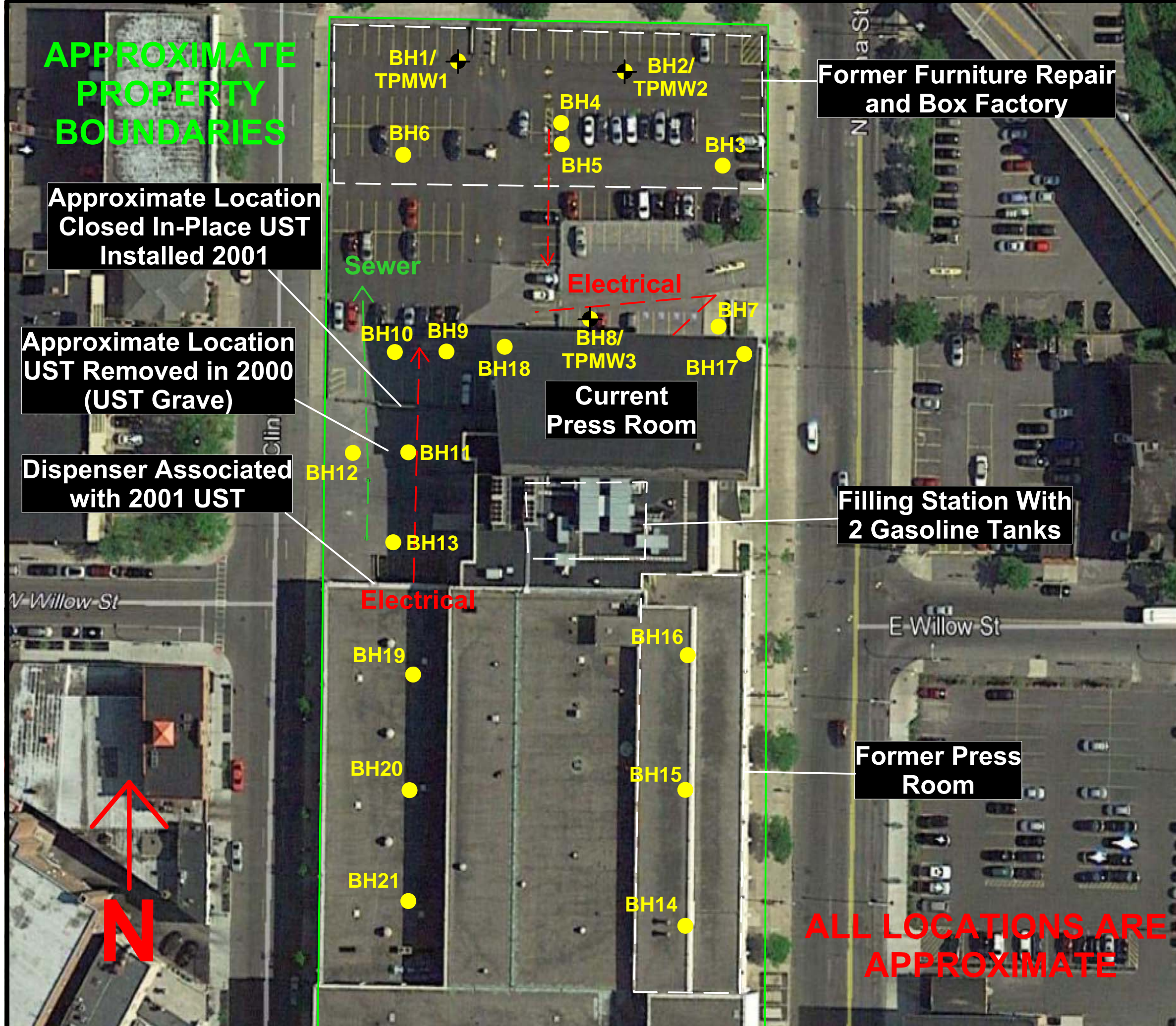
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CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM 1929

SYRACUSE WEST, NY
1973
Revised 1978

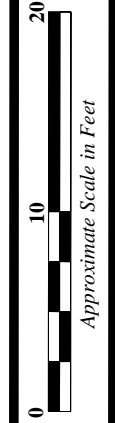
SUBSURFACE INVESTIGATION MAP



ALL LOCATIONS ARE APPROXIMATE

Drawn by: BMS

Checked by: DBR



LCS Project # 17S910.22

FIGURE 1- SITE INVESTIGATION PLAN

**101?239 and 214?216 North Salina Street
Syracuse, New York**

LCS INC.

SUBSURFACE LOGS



SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH1/TPMW1
 DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	0.2	0.4-2	U	-	-	14	0-0.4 ft. Asphalt
2	0.5	2-4	U	-	-	18	0.4-1.5 ft. Brown/gray gravelly sand (coarse, medium, fine, loose, dry)
3	0.3	4-6	U	-	-	16	
4	0.5	6-8	U	-	-	16	1.5-5.5 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
5	0.6	8-10	U	-	-	20	5.5-6.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, moist)
6	0.2	10-12	U	-	-	20	6.0-6.2 ft. Gray gravel (coarse, angular, loose, dry)
7	0.8	12-14	U	-	-	14	6.2-16.0 ft. Brown/gray gravelly sand (coarse, medium, fine, dense, dry) (brick)
8	31.4	14-16	U	-	-	14	

NOTES NA = Not Applicable Fill to ~ 16.0 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH3
 DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.2	0.4-2	U	-	-	12	0-0.4 ft. Asphalt
2	1.6	2-4	U	-	-	16	0.4-5.5 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	0.7	4-6	U	-	-	18	5.5-8.5 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
4	2.1	6-8	U	-	-	18	8.5-10.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry) (wood)
5	0.7	8-10	U	-	-	14	10.0-12.5 ft. Brown/gray silty clayey gravelly sand (coarse, medium, fine, dense, dry)
6	1.0	10-12	U	-	-	14	12.5-15.0 ft. Brown/red silty clayey gravelly sand (coarse, medium, fine, dense, dry)
7	0.9	12-14	U	-	-	22	15.0-16.0 ft. Gray/brown silty clayey gravelly sand (coarse, medium, fine, dense, dry)
8	1.0	14-16	U	-	-	22	

NOTES NA = Not Applicable Fill to ~10.0 ft. bgs
 ft. bgs = feet below ground surface Suspect odors detected form ~6.5-8.5 ft. bgs.

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE



SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH4
 DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	0.9	0.4-2	U	-	-	6	0-0.4 ft. Asphalt
2	0.9	2-4	U	-	-	10	0.4-7.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	1.0	4-6	U	-	-	14	
4	0.8	6-7.7	U	-	-	14	7.0-7.7 ft. Gray gravel (coarse, angular, loose, dry)
							Equipment Refusal was encountered at ~7.7 ft. bgs.

NOTES NA = Not Applicable Fill to ~7.7 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH5
 DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.2	0.4-2	U	-	-		0-0.4 ft. Asphalt
2	1.2	2-4	U	-	-		0.4-7.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	0.9	4-6	U	-	-		7.0-7.8 ft. Gray gravel (coarse, angular, loose, dry)
4	0.7	6-7.8	U	-	-		Equipment Refusal was encountered at ~7.8 ft. bgs.

NOTES NA = Not Applicable Fill to ~7.8 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22CLIENT: M&T Bank BORING/WELL No. BH6DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SKGROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NAWEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec EnvironmentalDRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	0.6	0.4-2	U	-	-	14	0-0.4 ft. Asphalt 0.4-16.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry) (Asphalt and Brick)
2	1.1	2-4	U	-	-	18	
3	0.4	4-6	U	-	-	16	
4	0.9	6-8	U	-	-	16	
5	0.6	8-10	U	-	-	16	
6	0.5	10-12	U	-	-	16	
7	0.3	12-14	U	-	-	22	
8	0.4	14-16	U	-	-	22	

NOTES NA = Not Applicable

Fill to ~16.0 ft. bgs

ft. bgs = feet below ground surface

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH7
 DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.0	0.3-2	U	-	-	9	0-0.3 ft. Asphalt
2	1.3	2-4	U	-	-	12	0.3-12.5 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	1.0	4-6	U	-	-	14	
4	1.4	6-8	U	-	-	14	12.5-15.0 ft. Gray gravel (coarse, angular, loose, dry)
5	0.9	8-10	U	-	-	10	
6	0.9	10-12	U	-	-	10	15.0-16.0 ft. Brown/gray silty clayey gravelly sand (coarse, medium, fine, medium dense, dry)
7	0.6	12-14	U	-	-	12	
8	0.4	14-16	U	-	-	12	

NOTES NA = Not Applicable Fill to ~ 15.0 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH8/TPMW3
 DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.4	0.4-2	U	-	-	12	0-0.4 ft. Asphalt
2	1.4	2-4	U	-	-	16	0.4-3.5 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	0.9	4-6	U	-	-	20	
4	1.5	6-8	U	-	-	20	3.5-3.8 ft. Light red/brown gravelly sand (coarse, medium, fine, medium dense, dry)
5	1.0	8-10	U	-	-	16	3.8-11.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
6	1.6	10-12	U	-	-	16	
7	0.5	12-14	U	-	-	20	11.0-13.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, moist)
8	0.3	14-16	U	-	-	20	13.0-16.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)

NOTES NA = Not Applicable Fill to ~ 16.0 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH9
 DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.1	0.5-2	U	-	-	12	0-0.5 ft. Asphalt
2	1.3	2-4	U	-	-	18	0.5-1.5 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	0.7	4-6	U	-	-	14	
4	2.0	6-8	U	-	-	14	1.5-2.5 ft. Gray gravelly sand (coarse, medium, fine, medium dense, dry)
5	0.5	8-10	U	-	-	10	2.5-10.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
6	0.5	10-12	U	-	-	10	10.0-12.4 ft. Brown/dark gray sandy gravel (coarse, angular, loose, moist)
7	0.6	12-14	U	-	-	18	
8	0.5	14-16	U	-	-	18	12.4-16.0 ft. Brown/gray/red silty gravelly sand (coarse, medium, fine, medium dense, dry)

NOTES NA = Not Applicable Fill to ~ 16.0 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

PROJECT/ LOCATION:	101-239 and 214-216 South Salina Street, Syracuse, New York	PROJECT No.	17S910.22
CLIENT:	M&T Bank	BORING/WELL No.	BH10
DATE STARTED:	5/3/17	DATE COMPLETED:	5/3/17
RECORDED BY:	SK		
GROUNDWATER DEPTH WHILE DRILLING:	NA	AFTER COMPLETION:	NA
WEATHER:	60 °F, Sunny	DRILL RIG:	Geo-probe
DRILLER:	Trec Environmental		
DRILL SIZE/TYPE:	Macro-core	SAMPLE HAMMER: WEIGHT	NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.2	0.7-2	U	-	-	13	0-0.7 ft. Asphalt
2	1.2	2-4	U	-	-	20	0.7-1.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	0.8	4-6	U	-	-	10	1.0-2.0 ft. Red sand (coarse, medium, fine, medium dense, dry)
4	0.8	6-8	U	-	-	10	(brick)
5	1.3	8-10	U	-	-	12	2.0-4.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
6	1.0	10-12	U	-	-	12	4.0-9.0 ft. Red gravelly sand (coarse, medium, fine, medium dense, dry)
7	0.9	12-14	U	-	-	20	(brick)
8	0.8	14-16	U	-	-	20	9.0-16.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)

<p>NOTES NA = Not Applicable</p> <p>ft. bgs = feet below ground surface</p>	<p>Fill to ~ 16.0 ft. bgs</p> <p>No suspect odors detected</p>
<p>*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE</p>	



SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH11

DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.0	0.5-2	U	-	-	12	0-0.5 ft. Asphalt
2	2.0	2-4	U	-	-	18	0.5-3.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	1.5	4-6	U	-	-	12	
4	2.7	6-8	U	-	-	12	3.0-10.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
5	1.4	8-10	U	-	-	16	
6	3.4	10-12	U	-	-	16	10.0-13.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium, dense, dry) (asphalt)
7	1.2	12-14	U	-	-	20	
8	1.1	14-16	U	-	-	20	13.0-16.0 ft. Brown/gray/light gray silty gravelly sand (coarse, medium, fine, medium dense, dry)

NOTES NA = Not Applicable
ft. bgs = feet below ground surface

Fill to ~ 16.0 ft. bgs
No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York **PROJECT No.** 17S910.22
CLIENT: M&T Bank **BORING/WELL No.** BH12
DATE STARTED: 5/4/17 **DATE COMPLETED:** 5/4/17 **RECORDED BY:** SK
GROUNDWATER DEPTH WHILE DRILLING: NA **AFTER COMPLETION:** NA
WEATHER: 60 °F, Sunny **DRILL RIG:** Geo-probe **DRILLER:** Trec Environmental
DRILL SIZE/TYPE: Macro-core **SAMPLE HAMMER: WEIGHT** NA **FALL** NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	2.3	0.6-2	U	-	-	11	0-0.6 ft. Asphalt 0.6-3.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry) 3.0-9.5 ft. Brown/gray sandy gravel (coarse, angular, loose, dry) Equipment refusal was encountered at ~9.5 ft. bgs.
2	2.6	2-4	U	-	-	16	
3	0.9	4-6	U	-	-	10	
4	0.9	6-8	U	-	-	10	
5	1.8	8-9.5	U	-	-	12	

NOTES NA = Not Applicable Fill to ~ 9.5 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH13
 DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.9	0.5-2	U	-	-	12	0 – 0.5 ft. Asphalt
2	4.0	2-4	U	-	-	12	0.5 – 3.5 ft. Brown/gray/light gray gravelly sand (medium, medium dense, dry)
3	2.9	4-6	U	-	-	16	
4	2.8	6-8	U	-	-	16	3.5 – 9.5 ft. Red sand (medium, medium dense, dry) (brick)
5	2.0	8-10	U	-	-	16	
6	3.5	10-12	U	-	-	16	9.5 – 16.0 ft. Brown/gray/light gray silty gravelly sand (medium, medium dense, dry)
7	0.9	12-14	U	-	-	14	
8	1.6	14-16	U	-	-	14	

NOTES NA = Not Applicable Fill to ~16.0 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH14
 DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Hand Auger DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	2.2	0.8-1.1	U	-	-	4	0 - 0.8 ft. Concrete
							0.8 - 1.1 ft. Gray/brown gravel (coarse, angular, loose, dry)
							Refusal encountered at ~1.1 ft. bgs.

NOTES NA = Not Applicable Fill to ~1.1 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH15
 DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Hand Auger DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	2.2	0.8-1.1	U	-	-	4	0 – 0.8 ft. Concrete
							0.8 – 1.1 ft. Gray/brown gravel (coarse, angular, loose, dry)
							Refusal encountered at ~1.1 ft. bgs.

NOTES NA = Not Applicable Fill to ~1.1 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH16
 DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Hand Auger DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	7.8	0.8-1.1	U	-	-	4	0 – 0.8 ft. Concrete
							0.8 – 1.1 ft. Gray/brown gravel (coarse, angular, loose, dry) Refusal encountered at ~1.1 ft. bgs.

NOTES NA = Not Applicable Fill to ~1.1 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE



SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH17
 DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Hand Auger DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	3.7	1-1.3	U	-	-	4	0 – 1.0 ft. Concrete
							0.2 – 1.3 ft. Gray/brown gravel (coarse, angular, loose, dry)
							Refusal encountered at ~1.3 ft. bgs.

NOTES NA = Not Applicable Fill to ~1.3 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE



SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
CLIENT: M&T Bank BORING/WELL No. BH18
DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK
GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
WEATHER: 60 °F, Sunny DRILL RIG: Hand Auger DRILLER: Trec Environmental
DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	4.4	1-1.3	U	-	-	4	0 – 1.0 ft. Concrete
							0.2 – 1.3 ft. Gray/brown gravel (coarse, angular, loose, dry)
							Refusal encountered at ~1.3 ft. bgs.

NOTES NA = Not Applicable Fill to ~1.3 ft. bgs
ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22
 CLIENT: M&T Bank BORING/WELL No. BH19
 DATE STARTED: 5/5/17 DATE COMPLETED: 5/5/17 RECORDED BY: SK
 GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA
 WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental
 DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	0.2	0.6-2	U	-	-	20	0 – 0.6 ft. Concrete
2	0.9	2-4	U	-	-	20	0.6 – 1.0 ft. Light gray silty gravelly sand (medium, medium dense, dry)
3	0.6	4-6	U	-	-	20	1.0 – 1.2 ft. Dark brown/black silty sand (medium, medium dense, dry)
4	0.7	6-8	U	-	-	20	
5	0.5	8-10	U	-	-	14	1.2 – 4.5 ft. Brown, gray gravelly sand (medium, medium dense, dry)
6	0.5	10-11.5	U	-	-	14	4.5 – 11.3 Brown/light gray silty gravelly sand (medium, medium dense, dry)
							11.3 – 11.5 Brown/gray gravel (coarse, round, compact, dry)
							Refusal encountered at ~11.5 ft. bgs.

NOTES NA = Not Applicable Fill to ~11.5 ft. bgs
 ft. bgs = feet below ground surface No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

WELL CONSTRUCTION DETAILS



LCS, Inc.

WELL CONSTRUCTION DETAIL

PROJECT/LOCATION: 101-239 and 214-216 South Salina Street, Syracuse,
New York 13202

PROJECT No. 17S910.22

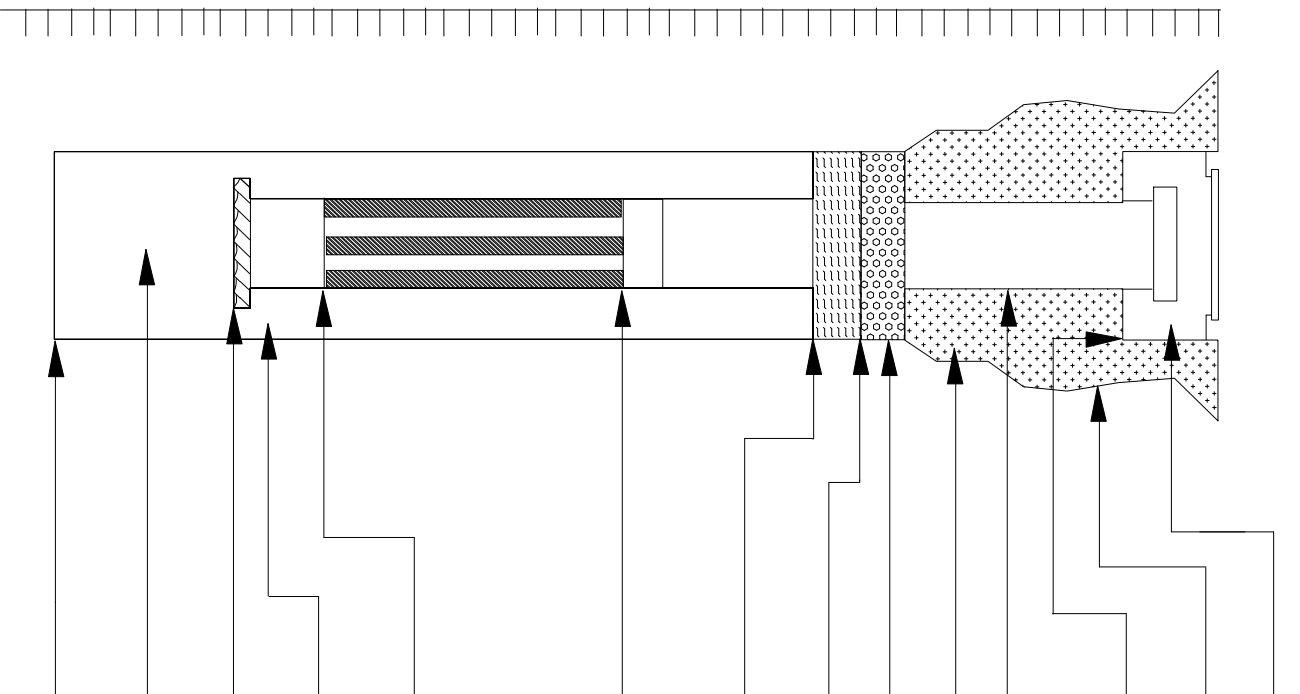
CLIENT: M&T Bank

WELL No. TPMW1

DATE COMPLETED: 5/3/17

SUPERVISED BY: SK

GENERALIZED STRATIGRAPHY



REFERENCE POINT
Elevation/Depth: NA

SURFACE SEAL
Type/Depth: NA

DEPTH OF SURFACE CASING: NA

RISER PIPE Size/Type: 1.0 inch/Schedule 40 PVC

DIAMETER OF BOREHOLE: 2.2 inches

TYPE OF FILL: NA

TOP OF SEAL Elevation/Depth: 0.0 ft.bgs

TYPE OF SEAL: Hydrated bentonite

TOP OF FILTER PACK Elevation/Depth: 1.0 ft. bgs

FILTER PACK MATERIAL: #00N silica sand

TOP OF SCREEN Elevation/Depth: 5.8 ft. bgs

SCREEN SIZE/TYPE: 0.010 inch/Schedule 40 PVC

BOTTOM OF SCREEN Elevation/Depth: 15.8 ft.bgs

BOTTOM OF FILTER PACK
Elevation/Depth: 16.0 ft. bgs

BOTTOM OF PLUGGED BLANK SECTION
Elevation/Depth: 16.0 ft.bgs

TYPE OF FILLER
BELOW PLUGGED BLANK: Native soils

BOTTOM OF BOREHOLE
Elevation/Depth: 16.0 ft. bgs

NOTES



LCS, Inc.

WELL CONSTRUCTION DETAIL

PROJECT/LOCATION: 101-239 and 214-216 South Salina Street, Syracuse,
New York 13202

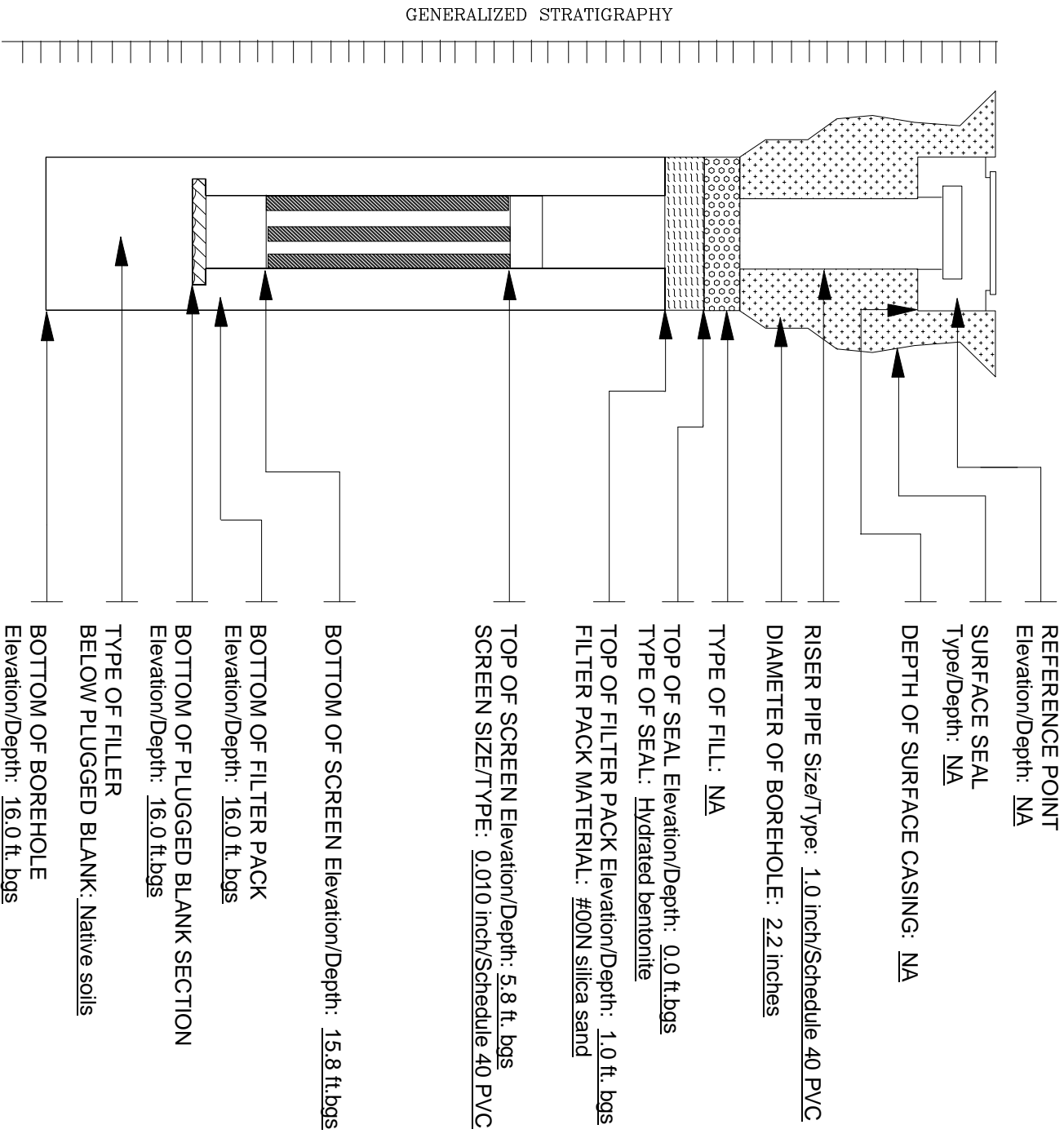
PROJECT No. 17S910.22

CLIENT: M&T Bank

WELL No. TPMW2

DATE COMPLETED: 5/3/17

SUPERVISED BY: SK



NOTES



LCS, Inc.

WELL CONSTRUCTION DETAIL

PROJECT/LOCATION: 101-239 and 214-216 South Salina Street, Syracuse,
New York 13202

PROJECT No. 17S910.22

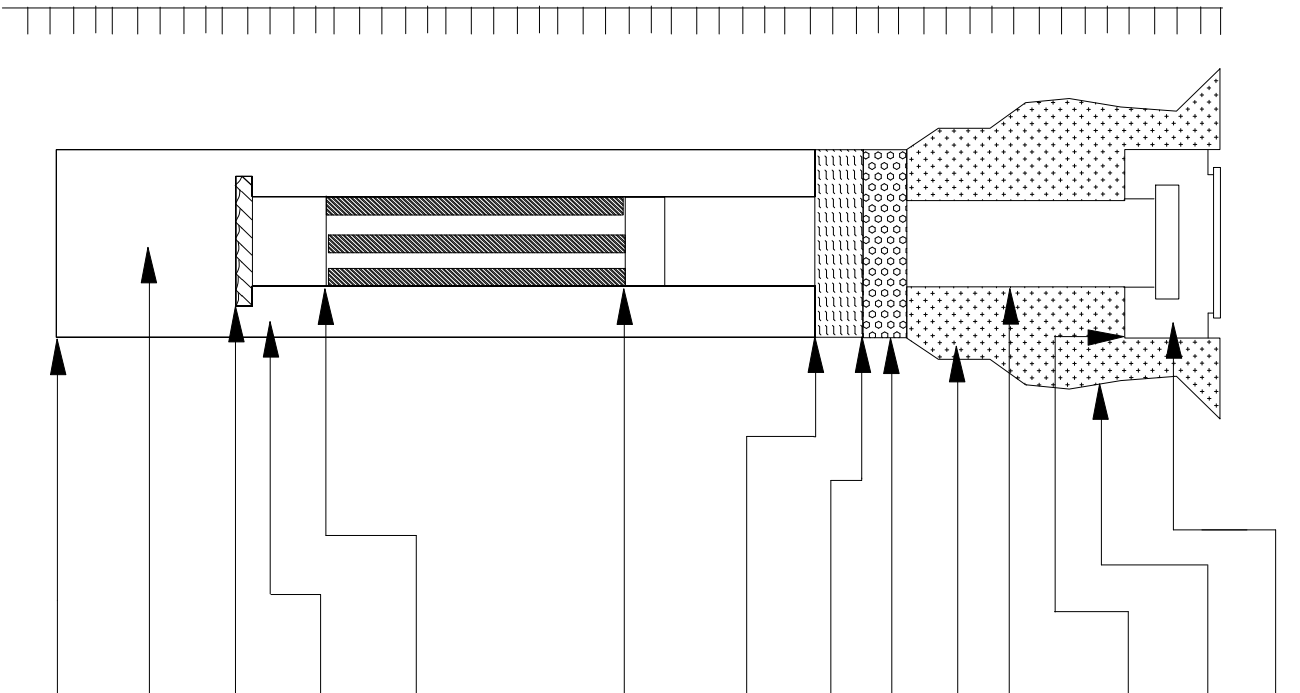
CLIENT: M&T Bank

WELL No. TPMW3

DATE COMPLETED: 5/3/17

SUPERVISED BY: SK

GENERALIZED STRATIGRAPHY



NOTES

GEOPHYSICAL SURVEY



**GROUND
PENETRATING
RADAR
SYSTEMS, INC.**

Thursday, April 27, 2017

**Lender Consulting Services
Attn: Alan Schenk
Site: Post Standard Facility**

Re: GPR Investigation for Underground Utilities and UST's

We appreciate the opportunity to provide this report for our work completed on 4/24/17 at the above address in Syracuse, NY.

PURPOSE

The purpose of this project was to search for underground utilities within close proximity to (17) total boring locations; (5) were indoor locations, and (12) were outdoor locations. In order to clear each location, we searched a radius of approximately 10'-15' around each location (white paint). We were also asked to search for any remaining UST's within the paved area near the truck dock, and to the north of the indoor parking area.

EQUIPMENT

- **Ground Penetrating Radar (GPR), Manufacturer: GSSI, Model: SIR-3000 processing unit with 400 MHz antenna.** GPR works by sending pulses of energy into a material and recording the strength and the time required for the return of the reflected signal. Reflections are produced when the energy pulses enter into a material with different electrical properties from the material it left. The strength of the reflection is determined by the contrast in signal speed between the two materials. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the conductivity of the materials. For more information, please visit: <http://www.geophysical.com/Documentation/Brochures/GSSI-UtilityScanBrochure.pdf>
- **RD7000 pipe locator, Manufacturer: Radiodetection.** The RD7000 can detect the electromagnetic fields from live power or radio frequency signals. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A tone is sent through the pipe or tracer wire at a specific frequency which can then be detected by the receiver. For more information, please visit: <http://www.spx.com/en/radiodetection/pd-rd7000/>

PROCESS

Our process began with using the RD7000 to locate pipes or utilities throughout the scan area. We first sweep all areas with the receiver to detect live power or radio frequency signals followed by connecting to any visible risers or tracer wires that may be in the area provided that there is an exposed metallic surface. Locations and depths are painted or flagged on the surface. Depths cannot always be provided depending on the location method and can be prone to error.

Initial GPR scans were then collected in order to evaluate the data and calibrate the equipment. Based on these findings, a survey strategy is formed, typically consisting of scanning the entire area in a grid with 3'-5' scan spacing in order to locate any potential utilities that were not found with RD. The GPR data is interpreted in real time and anomalies in the data are located and marked on the surface along with their depths using spray paint, pin flags, etc. Depths are dependent on the dielectric of the materials being scanned so depth accuracy can vary throughout a site.

LIMITATIONS

Please keep in mind that there are limitations to any subsurface investigation. The equipment may not achieve maximum effectiveness due to soil conditions, above ground obstructions, reinforced concrete, and a variety of other factors. No subsurface investigation or equipment can provide a complete image of what lies below. Our results should always be used in conjunction with as many methods as possible including consulting existing plans and drawings, exploratory excavation or potholing, visual inspection of above ground features, and utilization of services such as Dig Alert/Underground Service Alert.

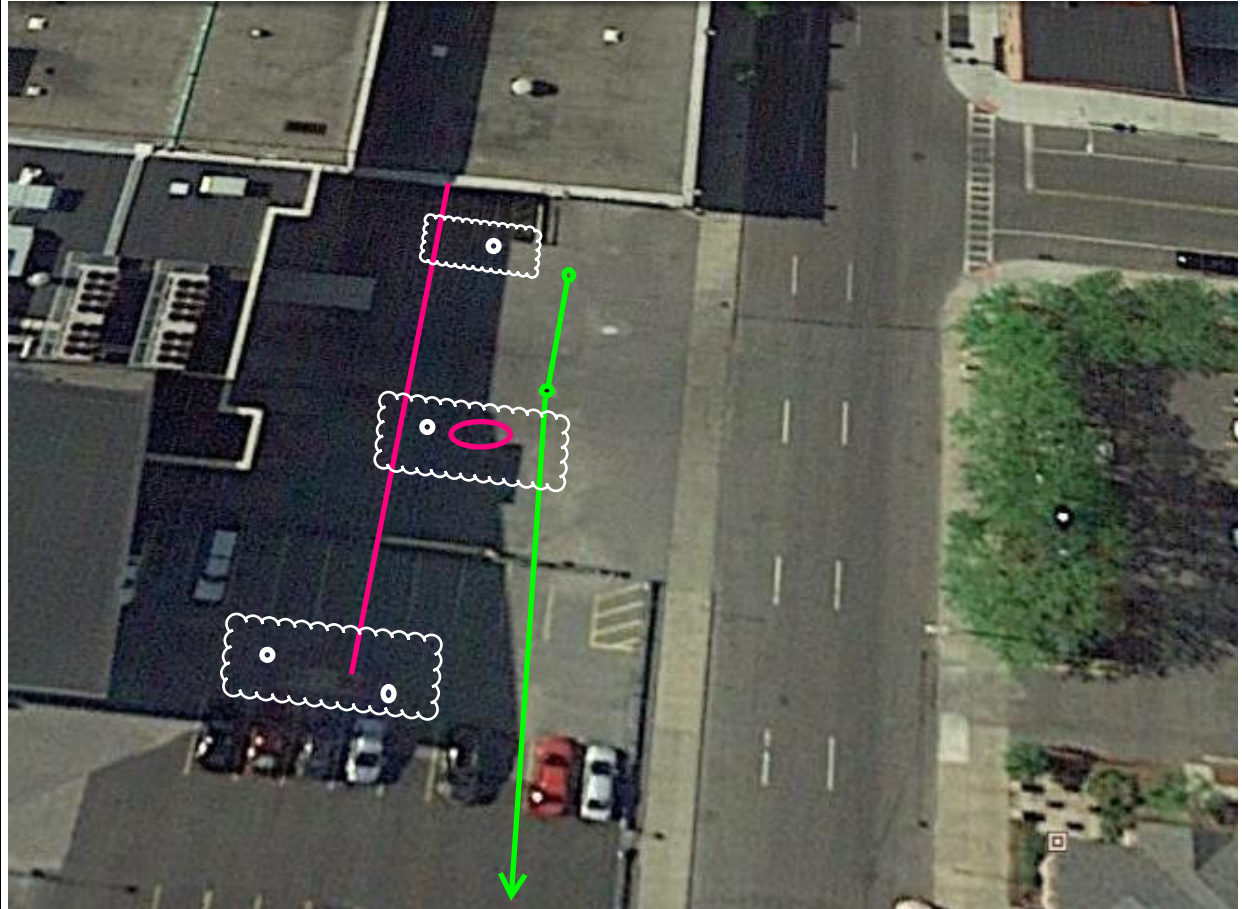
At this site, our penetration depths were limited at the indoor locations due to the tight pattern of wire mesh within the concrete slab. We believe our average penetration depth at the indoor locations was 2'-2.5'. In most outdoor locations, it appeared the data was achieving a good penetration depth of approximately 4'-5'.

FINDINGS

We were able to locate several conduits/pipes near the indoor locations. Most of these pipes could be seen coming up through the floor at the multiple columns running the length of the building. These pipes consisted of electrical conduit, and what appeared to be copper hydraulic lines. After tracing out all of these lines, we were able to determine that none of their paths came out further than 3'-4' from the faces of the columns, therefore not affecting the soil borings.

At the outdoor locations we were able to locate many anomalies believed to be pipes, but no UST's (other than the one currently under the concrete pad and with fill ports still intact). The following site sketches will show the approximate boundaries of our scan areas, boring locations, and pipes found while scanning. (Red=electric, green=sewer, pink=UST related lines)

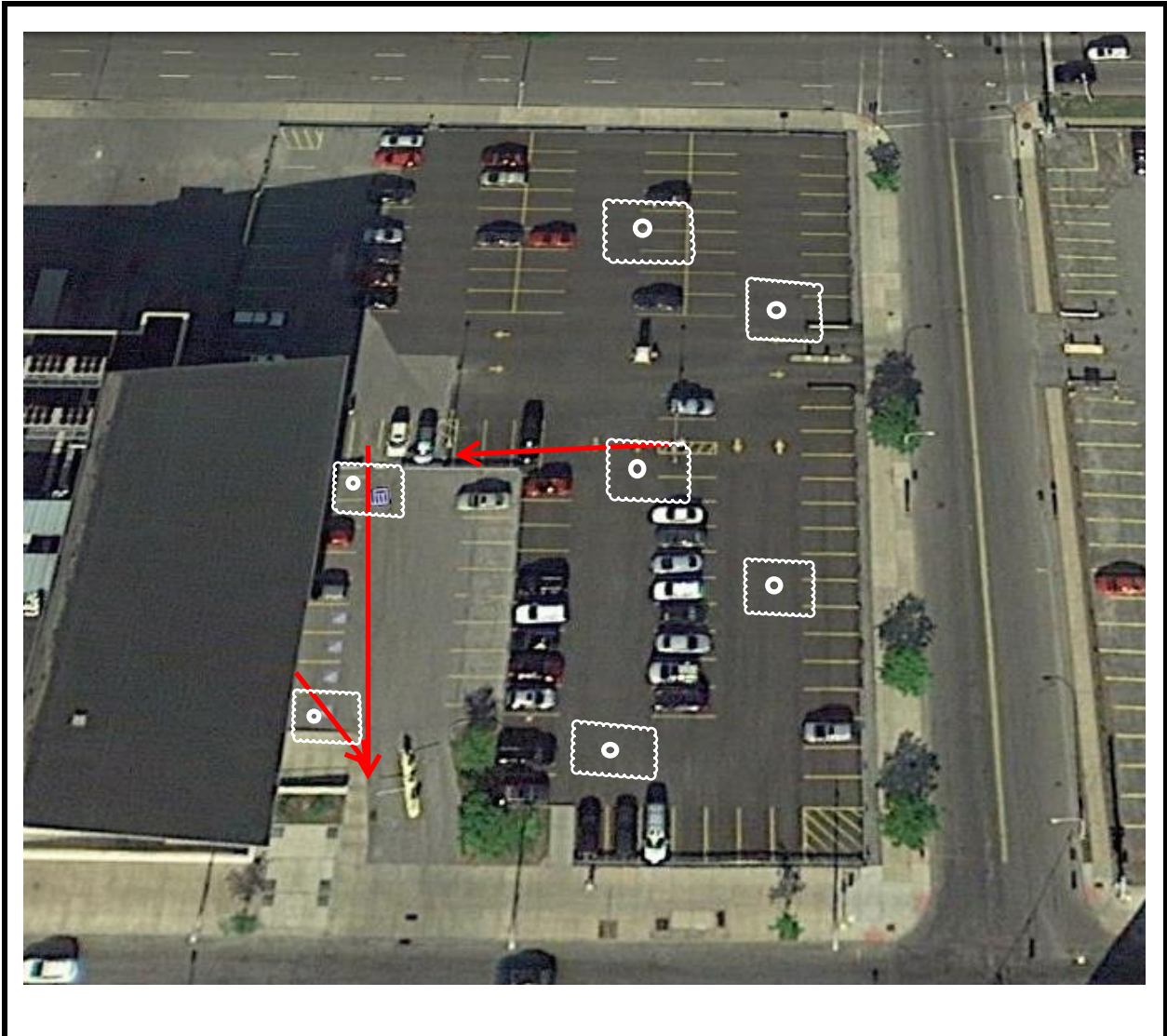
The following pages will further explain the findings.



Site Sketch

Standard Post Facility,
Syracuse, NY

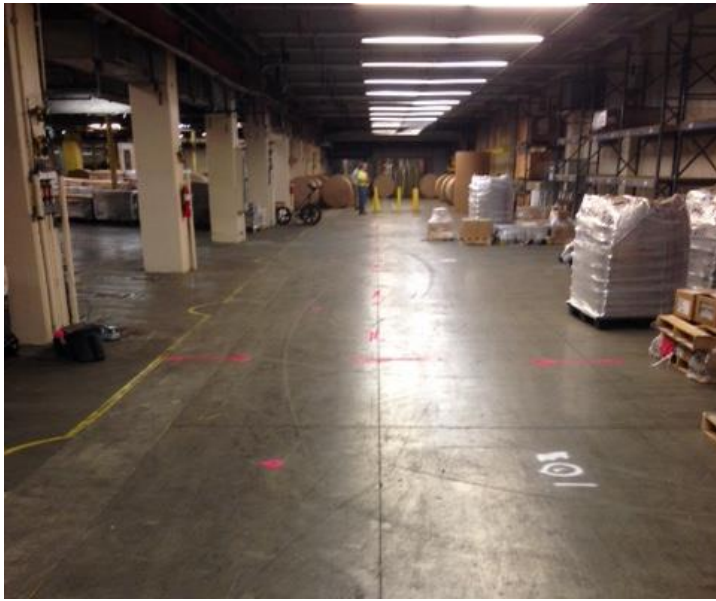




Site Sketch

Standard Post Facility,
Syracuse, NY





Site Photos: Indoor Locations

Standard Post Facility,
Syracuse, NY





Site Photos: Indoor Locations

Standard Post Facility,
Syracuse, NY



CLOSING

Ground Penetrating Radar Systems, Inc. has been in business for over 15 years, specializing in underground storage tank location, concrete scanning, utility locating, as well as shallow void detection throughout the US and Canada. I encourage you to visit our website (www.gp-radar.com) and contact any of the numerous references listed.

GPRS appreciates the opportunity to offer our services, and we look forward to continuing to work with you on future projects. Please feel free to contact us for additional information or with any questions you may have regarding this GPR Investigation.

Signed,



Jim Bell
Project Manager- Upstate New York



Direct: 315-715-5137
jim.bell@gp-radar.com
www.gp-radar.com

ANALYTICAL RESULTS

May 17, 2017

Lender Consulting Services - NY

Sample Delivery Group: L907538
Samples Received: 05/06/2017
Project Number: 17S910.22
Description: Commercial Property

Report To: Mr. Doug Reid
40 La Riviere Dr., Ste. 120
Buffalo, NY 14202

Entire Report Reviewed By:



T. Alan Harvill
Technical Service Representative

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by ESC is performed per guidance provided in laboratory standard operating procedures: 060302, 060303, and 060304.



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SAMPLE SUMMARY



BH1 L907538-01 Solid

Collected by
Shane Kessler

Collected date/time
05/03/17 09:10

Received date/time
05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977723	1	05/09/17 12:20	05/10/17 13:14	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:17	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.81	05/03/17 09:10	05/12/17 14:54	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	10	05/12/17 02:25	05/13/17 03:51	CLG
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	50	05/12/17 02:25	05/15/17 12:31	CLG

1
Cp

2
Tc

3
Ss

4
Cn

5
Sr

BH3 L907538-02 Solid

Collected by
Shane Kessler

Collected date/time
05/03/17 10:30

Received date/time
05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977723	1	05/09/17 12:20	05/10/17 13:16	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:20	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	1.07	05/03/17 10:30	05/12/17 15:14	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	10	05/12/17 02:25	05/13/17 04:33	CLG
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	100	05/12/17 02:25	05/15/17 17:05	ADF
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	50	05/12/17 02:25	05/15/17 12:52	CLG

6
Qc

7
Gl

8
Al

9
Sc

BH8 L907538-03 Solid

Collected by
Shane Kessler

Collected date/time
05/03/17 13:30

Received date/time
05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:37	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:29	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.66	05/03/17 13:30	05/12/17 15:34	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	10	05/12/17 02:25	05/13/17 04:55	CLG

BH9 L907538-04 Solid

Collected by
Shane Kessler

Collected date/time
05/03/17 14:45

Received date/time
05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:39	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:32	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.75	05/03/17 14:45	05/12/17 15:53	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/13/17 03:30	CLG

BH11 L907538-05 Solid

Collected by
Shane Kessler

Collected date/time
05/04/17 08:45

Received date/time
05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:42	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:35	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.86	05/04/17 08:45	05/12/17 16:13	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/12/17 22:14	CLG

SAMPLE SUMMARY



BH12 L907538-06 Solid

Collected by
Shane Kessler
Collected date/time
05/04/17 09:15
Received date/time
05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:52	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:38	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.78	05/04/17 09:15	05/12/17 16:33	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/12/17 22:35	CLG

1
Cp

2
Tc

3
Ss

4
Cn

BH13 L907538-07 Solid

Collected by
Shane Kessler
Collected date/time
05/04/17 09:45
Received date/time
05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:55	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:42	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	1.07	05/04/17 09:45	05/12/17 16:53	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/12/17 22:56	CLG

5
Sr

6
Qc

7
Gl

8
Al

BH16 UNDER CONCRETE L907538-08 Solid

Collected by
Shane Kessler
Collected date/time
05/04/17 12:00
Received date/time
05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977912	1	05/09/17 14:38	05/09/17 14:51	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:57	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:45	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.91	05/04/17 12:00	05/12/17 17:13	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/13/17 01:45	CLG

9
Sc

BH17 L907538-09 Solid

Collected by
Shane Kessler
Collected date/time
05/04/17 12:30
Received date/time
05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977912	1	05/09/17 14:38	05/09/17 14:51	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 16:00	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:48	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.59	05/04/17 12:30	05/12/17 17:32	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/12/17 23:17	CLG

BH18 L907538-10 Solid

Collected by
Shane Kessler
Collected date/time
05/04/17 12:45
Received date/time
05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977912	1	05/09/17 14:38	05/09/17 14:51	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:29	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:51	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.82	05/04/17 12:45	05/12/17 17:52	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/13/17 02:06	CLG

SAMPLE SUMMARY



BH21 L907538-11 Solid

Collected by
Shane Kessler
Collected date/time
05/05/17 12:45
Received date/time
05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977912	1	05/09/17 14:38	05/09/17 14:51	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 16:02	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:54	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.76	05/04/17 12:45	05/12/17 18:12	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/12/17 23:38	CLG

1
Cp

2
Tc

3
Ss

4
Cn

5
Sr

TPMW 2 L907538-12 GW

Collected by
Shane Kessler
Collected date/time
05/05/17 12:30
Received date/time
05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Mercury by Method 7470A	WG977710	1	05/09/17 11:45	05/10/17 10:33	BRJ
Metals (ICP) by Method 6010C	WG977391	1	05/09/17 13:57	05/09/17 16:09	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979152	1	05/12/17 15:57	05/12/17 15:57	JAH
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG977606	3	05/09/17 13:44	05/10/17 09:24	FMB

6
Qc

7
Gl

8
Al

9
Sc



All MDL (LOD) and RDL (LOG) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

T. Alan Harvill
Technical Service Representative

Sample Handling and Receiving

VOC pH outside of method requirement.

<u>ESC Sample ID</u>	<u>Project Sample ID</u>	<u>Method</u>
L907538-12	TPMW 2	8260C

- ¹ Cp
- ² Tc
- ³ Ss
- ⁴ Cn
- ⁵ Sr
- ⁶ Qc
- ⁷ Gl
- ⁸ Al
- ⁹ Sc



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	87.8		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	91.2		3.19	22.8	1	05/10/2017 13:14	WG977723

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	5500		740	2280	1	05/10/2017 20:17	WG977515
Barium	46900		194	570	1	05/10/2017 20:17	WG977515
Cadmium	83.0	J	79.7	570	1	05/10/2017 20:17	WG977515
Chromium	14300		159	1140	1	05/10/2017 20:17	WG977515
Lead	37800		216	570	1	05/10/2017 20:17	WG977515
Selenium	U		843	2280	1	05/10/2017 20:17	WG977515
Silver	U		319	1140	1	05/10/2017 20:17	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	10.5	J	9.23	46.1	.81	05/12/2017 14:54	WG979173
Benzene	U		0.249	0.923	.81	05/12/2017 14:54	WG979173
Bromochloromethane	U		0.360	0.923	.81	05/12/2017 14:54	WG979173
Bromodichloromethane	U		0.235	0.923	.81	05/12/2017 14:54	WG979173
Bromoform	U		0.391	0.923	.81	05/12/2017 14:54	WG979173
Bromomethane	U		1.23	4.61	.81	05/12/2017 14:54	WG979173
Carbon disulfide	0.666	J	0.204	0.923	.81	05/12/2017 14:54	WG979173
Carbon tetrachloride	U		0.303	0.923	.81	05/12/2017 14:54	WG979173
Chlorobenzene	U		0.196	0.923	.81	05/12/2017 14:54	WG979173
Chlorodibromomethane	U		0.344	0.923	.81	05/12/2017 14:54	WG979173
Chloroethane	U		0.873	4.61	.81	05/12/2017 14:54	WG979173
Chloroform	U		0.211	4.61	.81	05/12/2017 14:54	WG979173
Chloromethane	U		0.346	2.31	.81	05/12/2017 14:54	WG979173
Cyclohexane	U		0.323	0.923	.81	05/12/2017 14:54	WG979173
1,2-Dibromo-3-Chloropropane	U		0.968	4.61	.81	05/12/2017 14:54	WG979173
1,2-Dibromoethane	U		0.317	0.923	.81	05/12/2017 14:54	WG979173
Dichlorodifluoromethane	U		0.658	4.61	.81	05/12/2017 14:54	WG979173
1,1-Dichloroethane	U		0.183	0.923	.81	05/12/2017 14:54	WG979173
1,2-Dichloroethane	U		0.245	0.923	.81	05/12/2017 14:54	WG979173
1,2-Dichlorobenzene	U		0.281	0.923	.81	05/12/2017 14:54	WG979173
1,3-Dichlorobenzene	U		0.221	0.923	.81	05/12/2017 14:54	WG979173
1,4-Dichlorobenzene	U		0.208	0.923	.81	05/12/2017 14:54	WG979173
1,1-Dichloroethene	U		0.279	0.923	.81	05/12/2017 14:54	WG979173
cis-1,2-Dichloroethene	U		0.216	0.923	.81	05/12/2017 14:54	WG979173
trans-1,2-Dichloroethene	U		0.244	0.923	.81	05/12/2017 14:54	WG979173
1,2-Dichloropropane	U		0.330	0.923	.81	05/12/2017 14:54	WG979173
cis-1,3-Dichloropropene	U		0.241	0.923	.81	05/12/2017 14:54	WG979173
trans-1,3-Dichloropropene	U		0.246	0.923	.81	05/12/2017 14:54	WG979173
Ethylbenzene	0.455	J	0.273	0.923	.81	05/12/2017 14:54	WG979173
2-Hexanone	U		1.26	9.23	.81	05/12/2017 14:54	WG979173
Isopropylbenzene	U		0.224	9.23	.81	05/12/2017 14:54	WG979173
2-Butanone (MEK)	U		4.32	9.23	.81	05/12/2017 14:54	WG979173
Methyl Acetate	U		5.63	18.5	.81	05/12/2017 14:54	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 05/03/17 09:10

L907538

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	0.925		0.351	0.923	.81	05/12/2017 14:54	WG979173
Methylene Chloride	U		0.923	4.61	.81	05/12/2017 14:54	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.73	9.23	.81	05/12/2017 14:54	WG979173
Methyl tert-butyl ether	U		0.196	0.923	.81	05/12/2017 14:54	WG979173
Naphthalene	14.1		0.923	4.61	.81	05/12/2017 14:54	WG979173
Styrene	U		0.216	0.923	.81	05/12/2017 14:54	WG979173
1,1,2,2-Tetrachloroethane	U		0.337	0.923	.81	05/12/2017 14:54	WG979173
Tetrachloroethene	U		0.255	0.923	.81	05/12/2017 14:54	WG979173
Toluene	0.609	J	0.401	4.61	.81	05/12/2017 14:54	WG979173
1,2,3-Trichlorobenzene	U		0.282	0.923	.81	05/12/2017 14:54	WG979173
1,2,4-Trichlorobenzene	U		0.358	0.923	.81	05/12/2017 14:54	WG979173
1,1,1-Trichloroethane	U		0.264	0.923	.81	05/12/2017 14:54	WG979173
1,1,2-Trichloroethane	U		0.255	0.923	.81	05/12/2017 14:54	WG979173
Trichloroethene	U		0.257	0.923	.81	05/12/2017 14:54	WG979173
Trichlorofluoromethane	U		0.352	4.61	.81	05/12/2017 14:54	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.337	0.923	.81	05/12/2017 14:54	WG979173
Vinyl chloride	U		0.269	0.923	.81	05/12/2017 14:54	WG979173
o-Xylene	1.10		0.337	0.923	.81	05/12/2017 14:54	WG979173
m&p-Xylenes	1.86		0.306	1.85	.81	05/12/2017 14:54	WG979173
n-Butylbenzene	0.339	J	0.238	0.923	.81	05/12/2017 14:54	WG979173
sec-Butylbenzene	0.379	J	0.186	0.923	.81	05/12/2017 14:54	WG979173
tert-Butylbenzene	U		0.190	0.923	.81	05/12/2017 14:54	WG979173
1,2,4-Trimethylbenzene	4.31		0.195	0.923	.81	05/12/2017 14:54	WG979173
1,3,5-Trimethylbenzene	1.60		0.245	0.923	.81	05/12/2017 14:54	WG979173
n-Propylbenzene	0.462	J	0.190	0.923	.81	05/12/2017 14:54	WG979173
p-Isopropyltoluene	0.275	J	0.188	0.923	.81	05/12/2017 14:54	WG979173
(S) Toluene-d8	106			80.0-120		05/12/2017 14:54	WG979173
(S) Dibromofluoromethane	93.2			74.0-131		05/12/2017 14:54	WG979173
(S) a,a,a-Trifluorotoluene	107			80.0-120		05/12/2017 14:54	WG979173
(S) 4-Bromofluorobenzene	97.1			64.0-132		05/12/2017 14:54	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	1320		6.83	68.3	10	05/13/2017 03:51	WG978392
Acenaphthene	464		6.83	68.3	10	05/13/2017 03:51	WG978392
Acenaphthylene	16.3	J	6.83	68.3	10	05/13/2017 03:51	WG978392
Benzo(a)anthracene	2830		6.83	68.3	10	05/13/2017 03:51	WG978392
Benzo(a)pyrene	2080		6.83	68.3	10	05/13/2017 03:51	WG978392
Benzo(b)fluoranthene	2900		6.83	68.3	10	05/13/2017 03:51	WG978392
Benzo(g,h,i)perylene	1490		6.83	68.3	10	05/13/2017 03:51	WG978392
Benzo(k)fluoranthene	813		6.83	68.3	10	05/13/2017 03:51	WG978392
Chrysene	2570		6.83	68.3	10	05/13/2017 03:51	WG978392
Dibenz(a,h)anthracene	481		6.83	68.3	10	05/13/2017 03:51	WG978392
Fluoranthene	6640		34.2	342	50	05/15/2017 12:31	WG978392
Fluorene	464		6.83	68.3	10	05/13/2017 03:51	WG978392
Indeno(1,2,3-cd)pyrene	1340		6.83	68.3	10	05/13/2017 03:51	WG978392
Naphthalene	317		22.8	228	10	05/13/2017 03:51	WG978392
Phenanthrene	5140		34.2	342	50	05/15/2017 12:31	WG978392
Pyrene	4460		6.83	68.3	10	05/13/2017 03:51	WG978392
1-Methylnaphthalene	380		22.8	228	10	05/13/2017 03:51	WG978392
2-Methylnaphthalene	443		22.8	228	10	05/13/2017 03:51	WG978392
2-Chloronaphthalene	U		22.8	228	10	05/13/2017 03:51	WG978392
(S) Nitrobenzene-d5	111			14.0-149		05/13/2017 03:51	WG978392
(S) Nitrobenzene-d5	66.0	J7		14.0-149		05/15/2017 12:31	WG978392
(S) 2-Fluorobiphenyl	83.4			34.0-125		05/13/2017 03:51	WG978392



Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
(S) 2-Fluorobiphenyl	82.5	<u>J7</u>		34.0-125		05/15/2017 12:31	WG978392
(S) p-Terphenyl-d14	80.8			23.0-120		05/13/2017 03:51	WG978392
(S) p-Terphenyl-d14	79.0	<u>J7</u>		23.0-120		05/15/2017 12:31	WG978392

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	90.3		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

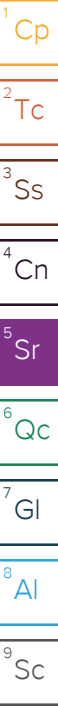
Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	394		3.10	22.2	1	05/10/2017 13:16	WG977723

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	5860		720	2220	1	05/10/2017 20:20	WG977515
Barium	89700		188	554	1	05/10/2017 20:20	WG977515
Cadmium	187	J	77.5	554	1	05/10/2017 20:20	WG977515
Chromium	16000		155	1110	1	05/10/2017 20:20	WG977515
Lead	123000		210	554	1	05/10/2017 20:20	WG977515
Selenium	U		820	2220	1	05/10/2017 20:20	WG977515
Silver	U		310	1110	1	05/10/2017 20:20	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	26.5	J	11.9	59.3	1.07	05/12/2017 15:14	WG979173
Benzene	1.49		0.320	1.19	1.07	05/12/2017 15:14	WG979173
Bromochloromethane	U		0.462	1.19	1.07	05/12/2017 15:14	WG979173
Bromodichloromethane	U		0.301	1.19	1.07	05/12/2017 15:14	WG979173
Bromoform	U		0.503	1.19	1.07	05/12/2017 15:14	WG979173
Bromomethane	U		1.58	5.93	1.07	05/12/2017 15:14	WG979173
Carbon disulfide	2.88		0.261	1.19	1.07	05/12/2017 15:14	WG979173
Carbon tetrachloride	U		0.389	1.19	1.07	05/12/2017 15:14	WG979173
Chlorobenzene	U		0.251	1.19	1.07	05/12/2017 15:14	WG979173
Chlorodibromomethane	U		0.442	1.19	1.07	05/12/2017 15:14	WG979173
Chloroethane	U		1.12	5.93	1.07	05/12/2017 15:14	WG979173
Chloroform	U		0.271	5.93	1.07	05/12/2017 15:14	WG979173
Chloromethane	U		0.444	2.96	1.07	05/12/2017 15:14	WG979173
Cyclohexane	0.692	J	0.414	1.19	1.07	05/12/2017 15:14	WG979173
1,2-Dibromo-3-Chloropropane	U		1.24	5.93	1.07	05/12/2017 15:14	WG979173
1,2-Dibromoethane	U		0.406	1.19	1.07	05/12/2017 15:14	WG979173
Dichlorodifluoromethane	U		0.845	5.93	1.07	05/12/2017 15:14	WG979173
1,1-Dichloroethane	U		0.236	1.19	1.07	05/12/2017 15:14	WG979173
1,2-Dichloroethane	U		0.315	1.19	1.07	05/12/2017 15:14	WG979173
1,2-Dichlorobenzene	U		0.361	1.19	1.07	05/12/2017 15:14	WG979173
1,3-Dichlorobenzene	U		0.284	1.19	1.07	05/12/2017 15:14	WG979173
1,4-Dichlorobenzene	U		0.268	1.19	1.07	05/12/2017 15:14	WG979173
1,1-Dichloroethene	U		0.359	1.19	1.07	05/12/2017 15:14	WG979173
cis-1,2-Dichloroethene	U		0.278	1.19	1.07	05/12/2017 15:14	WG979173
trans-1,2-Dichloroethene	U		0.312	1.19	1.07	05/12/2017 15:14	WG979173
1,2-Dichloropropane	U		0.424	1.19	1.07	05/12/2017 15:14	WG979173
cis-1,3-Dichloropropene	U		0.310	1.19	1.07	05/12/2017 15:14	WG979173
trans-1,3-Dichloropropene	U		0.317	1.19	1.07	05/12/2017 15:14	WG979173
Ethylbenzene	U		0.352	1.19	1.07	05/12/2017 15:14	WG979173
2-Hexanone	U		1.62	11.9	1.07	05/12/2017 15:14	WG979173
Isopropylbenzene	U		0.288	11.9	1.07	05/12/2017 15:14	WG979173
2-Butanone (MEK)	8.08	J	5.55	11.9	1.07	05/12/2017 15:14	WG979173
Methyl Acetate	U		7.23	23.7	1.07	05/12/2017 15:14	WG979173





Collected date/time: 05/03/17 10:30

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Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch	
Methyl Cyclohexane	1.68		0.451	1.19	1.07	05/12/2017 15:14	WG979173	1 Cp
Methylene Chloride	U		1.19	5.93	1.07	05/12/2017 15:14	WG979173	2 Tc
4-Methyl-2-pentanone (MIBK)	U		2.23	11.9	1.07	05/12/2017 15:14	WG979173	3 Ss
Methyl tert-butyl ether	U		0.251	1.19	1.07	05/12/2017 15:14	WG979173	4 Cn
Naphthalene	2.08	J	1.19	5.93	1.07	05/12/2017 15:14	WG979173	5 Sr
Styrene	U		0.277	1.19	1.07	05/12/2017 15:14	WG979173	6 Qc
1,1,2,2-Tetrachloroethane	U		0.432	1.19	1.07	05/12/2017 15:14	WG979173	7 Gl
Tetrachloroethene	U		0.327	1.19	1.07	05/12/2017 15:14	WG979173	8 Al
Toluene	1.35	J	0.514	5.93	1.07	05/12/2017 15:14	WG979173	9 Sc
1,2,3-Trichlorobenzene	U		0.362	1.19	1.07	05/12/2017 15:14	WG979173	
1,2,4-Trichlorobenzene	U		0.460	1.19	1.07	05/12/2017 15:14	WG979173	
1,1,1-Trichloroethane	U		0.339	1.19	1.07	05/12/2017 15:14	WG979173	
1,1,2-Trichloroethane	U		0.328	1.19	1.07	05/12/2017 15:14	WG979173	
Trichloroethene	U		0.330	1.19	1.07	05/12/2017 15:14	WG979173	
Trichlorofluoromethane	U		0.453	5.93	1.07	05/12/2017 15:14	WG979173	
1,1,2-Trichlorotrifluoroethane	U		0.432	1.19	1.07	05/12/2017 15:14	WG979173	
Vinyl chloride	U		0.344	1.19	1.07	05/12/2017 15:14	WG979173	
o-Xylene	U		0.434	1.19	1.07	05/12/2017 15:14	WG979173	
m&p-Xylenes	0.561	J	0.393	2.37	1.07	05/12/2017 15:14	WG979173	
n-Butylbenzene	U		0.306	1.19	1.07	05/12/2017 15:14	WG979173	
sec-Butylbenzene	U		0.238	1.19	1.07	05/12/2017 15:14	WG979173	
tert-Butylbenzene	U		0.244	1.19	1.07	05/12/2017 15:14	WG979173	
1,2,4-Trimethylbenzene	U		0.250	1.19	1.07	05/12/2017 15:14	WG979173	
1,3,5-Trimethylbenzene	U		0.316	1.19	1.07	05/12/2017 15:14	WG979173	
n-Propylbenzene	U		0.244	1.19	1.07	05/12/2017 15:14	WG979173	
p-Isopropyltoluene	U		0.241	1.19	1.07	05/12/2017 15:14	WG979173	
(S) Toluene-d8	106			80.0-120		05/12/2017 15:14	WG979173	
(S) Dibromofluoromethane	93.5			74.0-131		05/12/2017 15:14	WG979173	
(S) a,a,a-Trifluorotoluene	109			80.0-120		05/12/2017 15:14	WG979173	
(S) 4-Bromofluorobenzene	94.4			64.0-132		05/12/2017 15:14	WG979173	

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	4090		6.65	66.5	10	05/13/2017 04:33	WG978392
Acenaphthene	1510		6.65	66.5	10	05/13/2017 04:33	WG978392
Acenaphthylene	8.07	J	6.65	66.5	10	05/13/2017 04:33	WG978392
Benzo(a)anthracene	9060		33.2	332	50	05/15/2017 12:52	WG978392
Benzo(a)pyrene	6920		33.2	332	50	05/15/2017 12:52	WG978392
Benzo(b)fluoranthene	9640		33.2	332	50	05/15/2017 12:52	WG978392
Benzo(g,h,i)perylene	4110		6.65	66.5	10	05/13/2017 04:33	WG978392
Benzo(k)fluoranthene	2600		6.65	66.5	10	05/13/2017 04:33	WG978392
Chrysene	8260		33.2	332	50	05/15/2017 12:52	WG978392
Dibenz(a,h)anthracene	1440		6.65	66.5	10	05/13/2017 04:33	WG978392
Fluoranthene	22700		66.5	665	100	05/15/2017 17:05	WG978392
Fluorene	1710		6.65	66.5	10	05/13/2017 04:33	WG978392
Indeno(1,2,3-cd)pyrene	3820		6.65	66.5	10	05/13/2017 04:33	WG978392
Naphthalene	1690		22.2	222	10	05/13/2017 04:33	WG978392
Phenanthrene	13300		33.2	332	50	05/15/2017 12:52	WG978392
Pyrene	13700		33.2	332	50	05/15/2017 12:52	WG978392
1-Methylnaphthalene	434		22.2	222	10	05/13/2017 04:33	WG978392
2-Methylnaphthalene	575		22.2	222	10	05/13/2017 04:33	WG978392
2-Chloronaphthalene	U		22.2	222	10	05/13/2017 04:33	WG978392
(S) Nitrobenzene-d5	93.2			14.0-149		05/13/2017 04:33	WG978392
(S) Nitrobenzene-d5	75.1	J		14.0-149		05/15/2017 17:05	WG978392
(S) Nitrobenzene-d5	60.5	J		14.0-149		05/15/2017 12:52	WG978392



Collected date/time: 05/03/17 10:30

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Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
(S) 2-Fluorobiphenyl	77.0			34.0-125		05/13/2017 04:33	WG978392
(S) 2-Fluorobiphenyl	76.7	<u>J7</u>		34.0-125		05/15/2017 17:05	WG978392
(S) 2-Fluorobiphenyl	77.5	<u>J7</u>		34.0-125		05/15/2017 12:52	WG978392
(S) p-Terphenyl-d14	82.8			23.0-120		05/13/2017 04:33	WG978392
(S) p-Terphenyl-d14	85.9	<u>J7</u>		23.0-120		05/15/2017 17:05	WG978392
(S) p-Terphenyl-d14	85.0	<u>J7</u>		23.0-120		05/15/2017 12:52	WG978392

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Sample Narrative:

8270D-SIM L907538-02 WG978392: Dilution due to matrix



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	94.5		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	47.7		2.96	21.2	1	05/10/2017 15:37	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	4100		688	2120	1	05/10/2017 20:29	WG977515
Barium	61500		180	529	1	05/10/2017 20:29	WG977515
Cadmium	U		74.1	529	1	05/10/2017 20:29	WG977515
Chromium	13900		148	1060	1	05/10/2017 20:29	WG977515
Lead	24800		201	529	1	05/10/2017 20:29	WG977515
Selenium	U		783	2120	1	05/10/2017 20:29	WG977515
Silver	U		296	1060	1	05/10/2017 20:29	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		6.99	34.9	.66	05/12/2017 15:34	WG979173
Benzene	0.691	J	0.188	0.699	.66	05/12/2017 15:34	WG979173
Bromochloromethane	U		0.272	0.699	.66	05/12/2017 15:34	WG979173
Bromodichloromethane	U		0.178	0.699	.66	05/12/2017 15:34	WG979173
Bromoform	U		0.296	0.699	.66	05/12/2017 15:34	WG979173
Bromomethane	U		0.936	3.49	.66	05/12/2017 15:34	WG979173
Carbon disulfide	0.533	J	0.155	0.699	.66	05/12/2017 15:34	WG979173
Carbon tetrachloride	U		0.229	0.699	.66	05/12/2017 15:34	WG979173
Chlorobenzene	U		0.148	0.699	.66	05/12/2017 15:34	WG979173
Chlorodibromomethane	U		0.260	0.699	.66	05/12/2017 15:34	WG979173
Chloroethane	U		0.661	3.49	.66	05/12/2017 15:34	WG979173
Chloroform	U		0.160	3.49	.66	05/12/2017 15:34	WG979173
Chloromethane	U		0.263	1.75	.66	05/12/2017 15:34	WG979173
Cyclohexane	0.251	J	0.245	0.699	.66	05/12/2017 15:34	WG979173
1,2-Dibromo-3-Chloropropane	U		0.734	3.49	.66	05/12/2017 15:34	WG979173
1,2-Dibromoethane	U		0.239	0.699	.66	05/12/2017 15:34	WG979173
Dichlorodifluoromethane	U		0.498	3.49	.66	05/12/2017 15:34	WG979173
1,1-Dichloroethane	U		0.139	0.699	.66	05/12/2017 15:34	WG979173
1,2-Dichloroethane	U		0.185	0.699	.66	05/12/2017 15:34	WG979173
1,2-Dichlorobenzene	U		0.213	0.699	.66	05/12/2017 15:34	WG979173
1,3-Dichlorobenzene	U		0.167	0.699	.66	05/12/2017 15:34	WG979173
1,4-Dichlorobenzene	U		0.158	0.699	.66	05/12/2017 15:34	WG979173
1,1-Dichloroethene	U		0.212	0.699	.66	05/12/2017 15:34	WG979173
cis-1,2-Dichloroethene	U		0.164	0.699	.66	05/12/2017 15:34	WG979173
trans-1,2-Dichloroethene	U		0.184	0.699	.66	05/12/2017 15:34	WG979173
1,2-Dichloropropane	U		0.250	0.699	.66	05/12/2017 15:34	WG979173
cis-1,3-Dichloropropene	U		0.183	0.699	.66	05/12/2017 15:34	WG979173
trans-1,3-Dichloropropene	U		0.186	0.699	.66	05/12/2017 15:34	WG979173
Ethylbenzene	U		0.207	0.699	.66	05/12/2017 15:34	WG979173
2-Hexanone	U		0.957	6.99	.66	05/12/2017 15:34	WG979173
Isopropylbenzene	U		0.169	6.99	.66	05/12/2017 15:34	WG979173
2-Butanone (MEK)	U		3.27	6.99	.66	05/12/2017 15:34	WG979173
Methyl Acetate	U		4.27	14.0	.66	05/12/2017 15:34	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 05/03/17 13:30

L907538

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	U		0.266	0.699	.66	05/12/2017 15:34	WG979173
Methylene Chloride	U		0.699	3.49	.66	05/12/2017 15:34	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.31	6.99	.66	05/12/2017 15:34	WG979173
Methyl tert-butyl ether	U		0.148	0.699	.66	05/12/2017 15:34	WG979173
Naphthalene	0.952	J	0.699	3.49	.66	05/12/2017 15:34	WG979173
Styrene	U		0.163	0.699	.66	05/12/2017 15:34	WG979173
1,1,2,2-Tetrachloroethane	U		0.255	0.699	.66	05/12/2017 15:34	WG979173
Tetrachloroethene	U		0.193	0.699	.66	05/12/2017 15:34	WG979173
Toluene	0.371	J	0.303	3.49	.66	05/12/2017 15:34	WG979173
1,2,3-Trichlorobenzene	U		0.214	0.699	.66	05/12/2017 15:34	WG979173
1,2,4-Trichlorobenzene	U		0.271	0.699	.66	05/12/2017 15:34	WG979173
1,1,1-Trichloroethane	U		0.200	0.699	.66	05/12/2017 15:34	WG979173
1,1,2-Trichloroethane	U		0.194	0.699	.66	05/12/2017 15:34	WG979173
Trichloroethene	U		0.195	0.699	.66	05/12/2017 15:34	WG979173
Trichlorofluoromethane	U		0.267	3.49	.66	05/12/2017 15:34	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.255	0.699	.66	05/12/2017 15:34	WG979173
Vinyl chloride	U		0.203	0.699	.66	05/12/2017 15:34	WG979173
o-Xylene	U		0.256	0.699	.66	05/12/2017 15:34	WG979173
m&p-Xylenes	U		0.232	1.40	.66	05/12/2017 15:34	WG979173
n-Butylbenzene	U		0.180	0.699	.66	05/12/2017 15:34	WG979173
sec-Butylbenzene	U		0.141	0.699	.66	05/12/2017 15:34	WG979173
tert-Butylbenzene	U		0.144	0.699	.66	05/12/2017 15:34	WG979173
1,2,4-Trimethylbenzene	U		0.147	0.699	.66	05/12/2017 15:34	WG979173
1,3,5-Trimethylbenzene	U		0.186	0.699	.66	05/12/2017 15:34	WG979173
n-Propylbenzene	U		0.144	0.699	.66	05/12/2017 15:34	WG979173
p-Isopropyltoluene	U		0.143	0.699	.66	05/12/2017 15:34	WG979173
(S) Toluene-d8	104			80.0-120		05/12/2017 15:34	WG979173
(S) Dibromofluoromethane	81.7			74.0-131		05/12/2017 15:34	WG979173
(S) a,a,a-Trifluorotoluene	112			80.0-120		05/12/2017 15:34	WG979173
(S) 4-Bromofluorobenzene	88.5			64.0-132		05/12/2017 15:34	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	182		6.35	63.5	10	05/13/2017 04:55	WG978392
Acenaphthene	77.8		6.35	63.5	10	05/13/2017 04:55	WG978392
Acenaphthylene	U		6.35	63.5	10	05/13/2017 04:55	WG978392
Benzo(a)anthracene	881		6.35	63.5	10	05/13/2017 04:55	WG978392
Benzo(a)pyrene	683		6.35	63.5	10	05/13/2017 04:55	WG978392
Benzo(b)fluoranthene	903		6.35	63.5	10	05/13/2017 04:55	WG978392
Benzo(g,h,i)perylene	419		6.35	63.5	10	05/13/2017 04:55	WG978392
Benzo(k)fluoranthene	354		6.35	63.5	10	05/13/2017 04:55	WG978392
Chrysene	776		6.35	63.5	10	05/13/2017 04:55	WG978392
Dibenz(a,h)anthracene	146		6.35	63.5	10	05/13/2017 04:55	WG978392
Fluoranthene	1810		6.35	63.5	10	05/13/2017 04:55	WG978392
Fluorene	101		6.35	63.5	10	05/13/2017 04:55	WG978392
Indeno(1,2,3-cd)pyrene	374		6.35	63.5	10	05/13/2017 04:55	WG978392
Naphthalene	123	J	21.2	212	10	05/13/2017 04:55	WG978392
Phenanthrene	667		6.35	63.5	10	05/13/2017 04:55	WG978392
Pyrene	1140		6.35	63.5	10	05/13/2017 04:55	WG978392
1-Methylnaphthalene	30.9	J	21.2	212	10	05/13/2017 04:55	WG978392
2-Methylnaphthalene	39.1	J	21.2	212	10	05/13/2017 04:55	WG978392
2-Chloronaphthalene	U		21.2	212	10	05/13/2017 04:55	WG978392
(S) Nitrobenzene-d5	80.5			14.0-149		05/13/2017 04:55	WG978392
(S) 2-Fluorobiphenyl	81.3			34.0-125		05/13/2017 04:55	WG978392
(S) p-Terphenyl-d14	76.6			23.0-120		05/13/2017 04:55	WG978392



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	93.9		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	55.4		2.98	21.3	1	05/10/2017 15:39	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	6880		692	2130	1	05/10/2017 20:32	WG977515
Barium	46600		181	533	1	05/10/2017 20:32	WG977515
Cadmium	U		74.6	533	1	05/10/2017 20:32	WG977515
Chromium	20700		149	1070	1	05/10/2017 20:32	WG977515
Lead	26200		202	533	1	05/10/2017 20:32	WG977515
Selenium	U		788	2130	1	05/10/2017 20:32	WG977515
Silver	U		298	1070	1	05/10/2017 20:32	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		7.99	39.9	.75	05/12/2017 15:53	WG979173
Benzene	0.256	J	0.215	0.799	.75	05/12/2017 15:53	WG979173
Bromochloromethane	U		0.311	0.799	.75	05/12/2017 15:53	WG979173
Bromodichloromethane	U		0.202	0.799	.75	05/12/2017 15:53	WG979173
Bromoform	U		0.339	0.799	.75	05/12/2017 15:53	WG979173
Bromomethane	U		1.07	3.99	.75	05/12/2017 15:53	WG979173
Carbon disulfide	0.744	J	0.177	0.799	.75	05/12/2017 15:53	WG979173
Carbon tetrachloride	U		0.262	0.799	.75	05/12/2017 15:53	WG979173
Chlorobenzene	U		0.169	0.799	.75	05/12/2017 15:53	WG979173
Chlorodibromomethane	U		0.298	0.799	.75	05/12/2017 15:53	WG979173
Chloroethane	U		0.756	3.99	.75	05/12/2017 15:53	WG979173
Chloroform	U		0.183	3.99	.75	05/12/2017 15:53	WG979173
Chloromethane	U		0.299	2.00	.75	05/12/2017 15:53	WG979173
Cyclohexane	U		0.279	0.799	.75	05/12/2017 15:53	WG979173
1,2-Dibromo-3-Chloropropane	U		0.839	3.99	.75	05/12/2017 15:53	WG979173
1,2-Dibromoethane	U		0.274	0.799	.75	05/12/2017 15:53	WG979173
Dichlorodifluoromethane	U		0.570	3.99	.75	05/12/2017 15:53	WG979173
1,1-Dichloroethane	U		0.159	0.799	.75	05/12/2017 15:53	WG979173
1,2-Dichloroethane	U		0.212	0.799	.75	05/12/2017 15:53	WG979173
1,2-Dichlorobenzene	U		0.244	0.799	.75	05/12/2017 15:53	WG979173
1,3-Dichlorobenzene	U		0.191	0.799	.75	05/12/2017 15:53	WG979173
1,4-Dichlorobenzene	U		0.181	0.799	.75	05/12/2017 15:53	WG979173
1,1-Dichloroethene	U		0.242	0.799	.75	05/12/2017 15:53	WG979173
cis-1,2-Dichloroethene	U		0.187	0.799	.75	05/12/2017 15:53	WG979173
trans-1,2-Dichloroethene	U		0.211	0.799	.75	05/12/2017 15:53	WG979173
1,2-Dichloropropane	U		0.285	0.799	.75	05/12/2017 15:53	WG979173
cis-1,3-Dichloropropene	U		0.209	0.799	.75	05/12/2017 15:53	WG979173
trans-1,3-Dichloropropene	U		0.213	0.799	.75	05/12/2017 15:53	WG979173
Ethylbenzene	U		0.238	0.799	.75	05/12/2017 15:53	WG979173
2-Hexanone	U		1.10	7.99	.75	05/12/2017 15:53	WG979173
Isopropylbenzene	U		0.194	7.99	.75	05/12/2017 15:53	WG979173
2-Butanone (MEK)	U		3.74	7.99	.75	05/12/2017 15:53	WG979173
Methyl Acetate	U		4.88	16.0	.75	05/12/2017 15:53	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 05/03/17 14:45

L907538

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	U		0.304	0.799	.75	05/12/2017 15:53	WG979173
Methylene Chloride	U		0.799	3.99	.75	05/12/2017 15:53	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.50	7.99	.75	05/12/2017 15:53	WG979173
Methyl tert-butyl ether	U		0.169	0.799	.75	05/12/2017 15:53	WG979173
Naphthalene	U		0.799	3.99	.75	05/12/2017 15:53	WG979173
Styrene	U		0.187	0.799	.75	05/12/2017 15:53	WG979173
1,1,2,2-Tetrachloroethane	U		0.292	0.799	.75	05/12/2017 15:53	WG979173
Tetrachloroethene	U		0.220	0.799	.75	05/12/2017 15:53	WG979173
Toluene	U		0.347	3.99	.75	05/12/2017 15:53	WG979173
1,2,3-Trichlorobenzene	U		0.245	0.799	.75	05/12/2017 15:53	WG979173
1,2,4-Trichlorobenzene	U		0.310	0.799	.75	05/12/2017 15:53	WG979173
1,1,1-Trichloroethane	U		0.228	0.799	.75	05/12/2017 15:53	WG979173
1,1,2-Trichloroethane	U		0.222	0.799	.75	05/12/2017 15:53	WG979173
Trichloroethene	U		0.223	0.799	.75	05/12/2017 15:53	WG979173
Trichlorofluoromethane	U		0.305	3.99	.75	05/12/2017 15:53	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.292	0.799	.75	05/12/2017 15:53	WG979173
Vinyl chloride	U		0.232	0.799	.75	05/12/2017 15:53	WG979173
o-Xylene	U		0.292	0.799	.75	05/12/2017 15:53	WG979173
m&p-Xylenes	U		0.265	1.60	.75	05/12/2017 15:53	WG979173
n-Butylbenzene	U		0.207	0.799	.75	05/12/2017 15:53	WG979173
sec-Butylbenzene	U		0.161	0.799	.75	05/12/2017 15:53	WG979173
tert-Butylbenzene	U		0.164	0.799	.75	05/12/2017 15:53	WG979173
1,2,4-Trimethylbenzene	U		0.168	0.799	.75	05/12/2017 15:53	WG979173
1,3,5-Trimethylbenzene	U		0.213	0.799	.75	05/12/2017 15:53	WG979173
n-Propylbenzene	U		0.164	0.799	.75	05/12/2017 15:53	WG979173
p-Isopropyltoluene	U		0.163	0.799	.75	05/12/2017 15:53	WG979173
(S) Toluene-d8	106			80.0-120		05/12/2017 15:53	WG979173
(S) Dibromofluoromethane	96.1			74.0-131		05/12/2017 15:53	WG979173
(S) a,a,a-Trifluorotoluene	107			80.0-120		05/12/2017 15:53	WG979173
(S) 4-Bromofluorobenzene	94.7			64.0-132		05/12/2017 15:53	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	32.6		0.639	6.39	1	05/13/2017 03:30	WG978392
Acenaphthene	9.85		0.639	6.39	1	05/13/2017 03:30	WG978392
Acenaphthylene	U		0.639	6.39	1	05/13/2017 03:30	WG978392
Benzo(a)anthracene	153		0.639	6.39	1	05/13/2017 03:30	WG978392
Benzo(a)pyrene	145		0.639	6.39	1	05/13/2017 03:30	WG978392
Benzo(b)fluoranthene	201		0.639	6.39	1	05/13/2017 03:30	WG978392
Benzo(g,h,i)perylene	120		0.639	6.39	1	05/13/2017 03:30	WG978392
Benzo(k)fluoranthene	61.1		0.639	6.39	1	05/13/2017 03:30	WG978392
Chrysene	152		0.639	6.39	1	05/13/2017 03:30	WG978392
Dibenz(a,h)anthracene	34.6		0.639	6.39	1	05/13/2017 03:30	WG978392
Fluoranthene	345		0.639	6.39	1	05/13/2017 03:30	WG978392
Fluorene	10.6		0.639	6.39	1	05/13/2017 03:30	WG978392
Indeno(1,2,3-cd)pyrene	106		0.639	6.39	1	05/13/2017 03:30	WG978392
Naphthalene	9.32	J	2.13	21.3	1	05/13/2017 03:30	WG978392
Phenanthrene	149		0.639	6.39	1	05/13/2017 03:30	WG978392
Pyrene	215		0.639	6.39	1	05/13/2017 03:30	WG978392
1-Methylnaphthalene	4.16	J	2.13	21.3	1	05/13/2017 03:30	WG978392
2-Methylnaphthalene	5.95	J	2.13	21.3	1	05/13/2017 03:30	WG978392
2-Chloronaphthalene	U		2.13	21.3	1	05/13/2017 03:30	WG978392
(S) Nitrobenzene-d5	83.8			14.0-149		05/13/2017 03:30	WG978392
(S) 2-Fluorobiphenyl	81.9			34.0-125		05/13/2017 03:30	WG978392
(S) p-Terphenyl-d14	78.1			23.0-120		05/13/2017 03:30	WG978392



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	89.7		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	59.8		3.12	22.3	1	05/10/2017 15:42	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	4670		725	2230	1	05/10/2017 20:35	WG977515
Barium	45600		190	557	1	05/10/2017 20:35	WG977515
Cadmium	U		78.0	557	1	05/10/2017 20:35	WG977515
Chromium	16500		156	1110	1	05/10/2017 20:35	WG977515
Lead	17400		212	557	1	05/10/2017 20:35	WG977515
Selenium	U		825	2230	1	05/10/2017 20:35	WG977515
Silver	U		312	1110	1	05/10/2017 20:35	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	17.8	J	9.59	47.9	.86	05/12/2017 16:13	WG979173
Benzene	U		0.259	0.959	.86	05/12/2017 16:13	WG979173
Bromochloromethane	U		0.374	0.959	.86	05/12/2017 16:13	WG979173
Bromodichloromethane	U		0.243	0.959	.86	05/12/2017 16:13	WG979173
Bromoform	U		0.407	0.959	.86	05/12/2017 16:13	WG979173
Bromomethane	U		1.28	4.79	.86	05/12/2017 16:13	WG979173
Carbon disulfide	1.13		0.212	0.959	.86	05/12/2017 16:13	WG979173
Carbon tetrachloride	U		0.314	0.959	.86	05/12/2017 16:13	WG979173
Chlorobenzene	U		0.203	0.959	.86	05/12/2017 16:13	WG979173
Chlorodibromomethane	U		0.358	0.959	.86	05/12/2017 16:13	WG979173
Chloroethane	U		0.908	4.79	.86	05/12/2017 16:13	WG979173
Chloroform	U		0.220	4.79	.86	05/12/2017 16:13	WG979173
Chloromethane	U		0.359	2.40	.86	05/12/2017 16:13	WG979173
Cyclohexane	U		0.336	0.959	.86	05/12/2017 16:13	WG979173
1,2-Dibromo-3-Chloropropane	U		1.01	4.79	.86	05/12/2017 16:13	WG979173
1,2-Dibromoethane	U		0.329	0.959	.86	05/12/2017 16:13	WG979173
Dichlorodifluoromethane	U		0.683	4.79	.86	05/12/2017 16:13	WG979173
1,1-Dichloroethane	U		0.191	0.959	.86	05/12/2017 16:13	WG979173
1,2-Dichloroethane	U		0.254	0.959	.86	05/12/2017 16:13	WG979173
1,2-Dichlorobenzene	U		0.292	0.959	.86	05/12/2017 16:13	WG979173
1,3-Dichlorobenzene	U		0.230	0.959	.86	05/12/2017 16:13	WG979173
1,4-Dichlorobenzene	U		0.216	0.959	.86	05/12/2017 16:13	WG979173
1,1-Dichloroethene	U		0.290	0.959	.86	05/12/2017 16:13	WG979173
cis-1,2-Dichloroethene	U		0.225	0.959	.86	05/12/2017 16:13	WG979173
trans-1,2-Dichloroethene	U		0.253	0.959	.86	05/12/2017 16:13	WG979173
1,2-Dichloropropane	U		0.343	0.959	.86	05/12/2017 16:13	WG979173
cis-1,3-Dichloropropene	U		0.251	0.959	.86	05/12/2017 16:13	WG979173
trans-1,3-Dichloropropene	U		0.256	0.959	.86	05/12/2017 16:13	WG979173
Ethylbenzene	U		0.284	0.959	.86	05/12/2017 16:13	WG979173
2-Hexanone	U	J5	1.32	9.59	.86	05/12/2017 16:13	WG979173
Isopropylbenzene	U		0.233	9.59	.86	05/12/2017 16:13	WG979173
2-Butanone (MEK)	6.30	J	4.48	9.59	.86	05/12/2017 16:13	WG979173
Methyl Acetate	U	J5	5.85	19.2	.86	05/12/2017 16:13	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 05/04/17 08:45

L907538

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	U	J6	0.365	0.959	.86	05/12/2017 16:13	WG979173
Methylene Chloride	U		0.959	4.79	.86	05/12/2017 16:13	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.81	9.59	.86	05/12/2017 16:13	WG979173
Methyl tert-butyl ether	U		0.203	0.959	.86	05/12/2017 16:13	WG979173
Naphthalene	U		0.959	4.79	.86	05/12/2017 16:13	WG979173
Styrene	U		0.224	0.959	.86	05/12/2017 16:13	WG979173
1,1,2,2-Tetrachloroethane	U		0.350	0.959	.86	05/12/2017 16:13	WG979173
Tetrachloroethene	U		0.264	0.959	.86	05/12/2017 16:13	WG979173
Toluene	U		0.416	4.79	.86	05/12/2017 16:13	WG979173
1,2,3-Trichlorobenzene	U		0.293	0.959	.86	05/12/2017 16:13	WG979173
1,2,4-Trichlorobenzene	U		0.372	0.959	.86	05/12/2017 16:13	WG979173
1,1,1-Trichloroethane	U		0.274	0.959	.86	05/12/2017 16:13	WG979173
1,1,2-Trichloroethane	U		0.265	0.959	.86	05/12/2017 16:13	WG979173
Trichloroethene	U		0.268	0.959	.86	05/12/2017 16:13	WG979173
Trichlorofluoromethane	U		0.366	4.79	.86	05/12/2017 16:13	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.350	0.959	.86	05/12/2017 16:13	WG979173
Vinyl chloride	U		0.279	0.959	.86	05/12/2017 16:13	WG979173
o-Xylene	0.360	J	0.351	0.959	.86	05/12/2017 16:13	WG979173
m&p-Xylenes	0.680	J	0.319	1.92	.86	05/12/2017 16:13	WG979173
n-Butylbenzene	U		0.248	0.959	.86	05/12/2017 16:13	WG979173
sec-Butylbenzene	U		0.193	0.959	.86	05/12/2017 16:13	WG979173
tert-Butylbenzene	U		0.197	0.959	.86	05/12/2017 16:13	WG979173
1,2,4-Trimethylbenzene	0.546	J	0.202	0.959	.86	05/12/2017 16:13	WG979173
1,3,5-Trimethylbenzene	0.298	J	0.255	0.959	.86	05/12/2017 16:13	WG979173
n-Propylbenzene	U		0.197	0.959	.86	05/12/2017 16:13	WG979173
p-Isopropyltoluene	U		0.195	0.959	.86	05/12/2017 16:13	WG979173
(S) Toluene-d8	104			80.0-120		05/12/2017 16:13	WG979173
(S) Dibromofluoromethane	92.4			74.0-131		05/12/2017 16:13	WG979173
(S) a,a,a-Trifluorotoluene	107			80.0-120		05/12/2017 16:13	WG979173
(S) 4-Bromofluorobenzene	94.2			64.0-132		05/12/2017 16:13	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	13.1		0.669	6.69	1	05/12/2017 22:14	WG978392
Acenaphthene	7.46		0.669	6.69	1	05/12/2017 22:14	WG978392
Acenaphthylene	2.82	J	0.669	6.69	1	05/12/2017 22:14	WG978392
Benzo(a)anthracene	54.6		0.669	6.69	1	05/12/2017 22:14	WG978392
Benzo(a)pyrene	41.5		0.669	6.69	1	05/12/2017 22:14	WG978392
Benzo(b)fluoranthene	64.9		0.669	6.69	1	05/12/2017 22:14	WG978392
Benzo(g,h,i)perylene	29.6		0.669	6.69	1	05/12/2017 22:14	WG978392
Benzo(k)fluoranthene	21.9		0.669	6.69	1	05/12/2017 22:14	WG978392
Chrysene	58.2		0.669	6.69	1	05/12/2017 22:14	WG978392
Dibenz(a,h)anthracene	9.36		0.669	6.69	1	05/12/2017 22:14	WG978392
Fluoranthene	104		0.669	6.69	1	05/12/2017 22:14	WG978392
Fluorene	7.52		0.669	6.69	1	05/12/2017 22:14	WG978392
Indeno(1,2,3-cd)pyrene	24.4		0.669	6.69	1	05/12/2017 22:14	WG978392
Naphthalene	4.45	J	2.23	22.3	1	05/12/2017 22:14	WG978392
Phenanthrene	49.4		0.669	6.69	1	05/12/2017 22:14	WG978392
Pyrene	75.2		0.669	6.69	1	05/12/2017 22:14	WG978392
1-Methylnaphthalene	3.65	J	2.23	22.3	1	05/12/2017 22:14	WG978392
2-Methylnaphthalene	3.38	J	2.23	22.3	1	05/12/2017 22:14	WG978392
2-Chloronaphthalene	U		2.23	22.3	1	05/12/2017 22:14	WG978392
(S) Nitrobenzene-d5	83.5			14.0-149		05/12/2017 22:14	WG978392
(S) 2-Fluorobiphenyl	77.0			34.0-125		05/12/2017 22:14	WG978392
(S) p-Terphenyl-d14	82.0			23.0-120		05/12/2017 22:14	WG978392



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	97.1		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

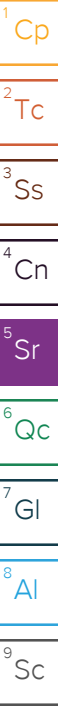
Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	15.6	J	2.88	20.6	1	05/10/2017 15:52	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	4020		669	2060	1	05/10/2017 20:38	WG977515
Barium	70100		175	515	1	05/10/2017 20:38	WG977515
Cadmium	U		72.1	515	1	05/10/2017 20:38	WG977515
Chromium	10100		144	1030	1	05/10/2017 20:38	WG977515
Lead	8090		196	515	1	05/10/2017 20:38	WG977515
Selenium	U		762	2060	1	05/10/2017 20:38	WG977515
Silver	U		288	1030	1	05/10/2017 20:38	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		8.03	40.2	.78	05/12/2017 16:33	WG979173
Benzene	0.245	J	0.217	0.803	.78	05/12/2017 16:33	WG979173
Bromochloromethane	U		0.313	0.803	.78	05/12/2017 16:33	WG979173
Bromodichloromethane	U		0.204	0.803	.78	05/12/2017 16:33	WG979173
Bromoform	U		0.341	0.803	.78	05/12/2017 16:33	WG979173
Bromomethane	U		1.07	4.02	.78	05/12/2017 16:33	WG979173
Carbon disulfide	0.391	J	0.177	0.803	.78	05/12/2017 16:33	WG979173
Carbon tetrachloride	U		0.264	0.803	.78	05/12/2017 16:33	WG979173
Chlorobenzene	U		0.170	0.803	.78	05/12/2017 16:33	WG979173
Chlorodibromomethane	U		0.300	0.803	.78	05/12/2017 16:33	WG979173
Chloroethane	U		0.760	4.02	.78	05/12/2017 16:33	WG979173
Chloroform	U		0.184	4.02	.78	05/12/2017 16:33	WG979173
Chloromethane	U		0.301	2.01	.78	05/12/2017 16:33	WG979173
Cyclohexane	0.344	J	0.281	0.803	.78	05/12/2017 16:33	WG979173
1,2-Dibromo-3-Chloropropane	U		0.843	4.02	.78	05/12/2017 16:33	WG979173
1,2-Dibromoethane	U		0.276	0.803	.78	05/12/2017 16:33	WG979173
Dichlorodifluoromethane	U		0.572	4.02	.78	05/12/2017 16:33	WG979173
1,1-Dichloroethane	U		0.160	0.803	.78	05/12/2017 16:33	WG979173
1,2-Dichloroethane	U		0.213	0.803	.78	05/12/2017 16:33	WG979173
1,2-Dichlorobenzene	U		0.245	0.803	.78	05/12/2017 16:33	WG979173
1,3-Dichlorobenzene	U		0.192	0.803	.78	05/12/2017 16:33	WG979173
1,4-Dichlorobenzene	U		0.181	0.803	.78	05/12/2017 16:33	WG979173
1,1-Dichloroethene	U		0.243	0.803	.78	05/12/2017 16:33	WG979173
cis-1,2-Dichloroethene	U		0.188	0.803	.78	05/12/2017 16:33	WG979173
trans-1,2-Dichloroethene	U		0.212	0.803	.78	05/12/2017 16:33	WG979173
1,2-Dichloropropane	U		0.287	0.803	.78	05/12/2017 16:33	WG979173
cis-1,3-Dichloropropene	U		0.210	0.803	.78	05/12/2017 16:33	WG979173
trans-1,3-Dichloropropene	U		0.214	0.803	.78	05/12/2017 16:33	WG979173
Ethylbenzene	U		0.239	0.803	.78	05/12/2017 16:33	WG979173
2-Hexanone	U		1.10	8.03	.78	05/12/2017 16:33	WG979173
Isopropylbenzene	U		0.196	8.03	.78	05/12/2017 16:33	WG979173
2-Butanone (MEK)	U		3.76	8.03	.78	05/12/2017 16:33	WG979173
Methyl Acetate	U		4.90	16.1	.78	05/12/2017 16:33	WG979173





Collected date/time: 05/04/17 09:15

L907538

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	0.587	J	0.305	0.803	.78	05/12/2017 16:33	WG979173
Methylene Chloride	U		0.803	4.02	.78	05/12/2017 16:33	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.51	8.03	.78	05/12/2017 16:33	WG979173
Methyl tert-butyl ether	U		0.170	0.803	.78	05/12/2017 16:33	WG979173
Naphthalene	U		0.803	4.02	.78	05/12/2017 16:33	WG979173
Styrene	U		0.187	0.803	.78	05/12/2017 16:33	WG979173
1,1,2,2-Tetrachloroethane	U		0.293	0.803	.78	05/12/2017 16:33	WG979173
Tetrachloroethene	U		0.221	0.803	.78	05/12/2017 16:33	WG979173
Toluene	U		0.348	4.02	.78	05/12/2017 16:33	WG979173
1,2,3-Trichlorobenzene	U		0.246	0.803	.78	05/12/2017 16:33	WG979173
1,2,4-Trichlorobenzene	U		0.312	0.803	.78	05/12/2017 16:33	WG979173
1,1,1-Trichloroethane	U		0.230	0.803	.78	05/12/2017 16:33	WG979173
1,1,2-Trichloroethane	U		0.222	0.803	.78	05/12/2017 16:33	WG979173
Trichloroethene	U		0.224	0.803	.78	05/12/2017 16:33	WG979173
Trichlorofluoromethane	U		0.307	4.02	.78	05/12/2017 16:33	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.293	0.803	.78	05/12/2017 16:33	WG979173
Vinyl chloride	U		0.234	0.803	.78	05/12/2017 16:33	WG979173
o-Xylene	U		0.293	0.803	.78	05/12/2017 16:33	WG979173
m&p-Xylenes	U		0.267	1.61	.78	05/12/2017 16:33	WG979173
n-Butylbenzene	U		0.207	0.803	.78	05/12/2017 16:33	WG979173
sec-Butylbenzene	U		0.162	0.803	.78	05/12/2017 16:33	WG979173
tert-Butylbenzene	U		0.166	0.803	.78	05/12/2017 16:33	WG979173
1,2,4-Trimethylbenzene	U		0.169	0.803	.78	05/12/2017 16:33	WG979173
1,3,5-Trimethylbenzene	U		0.213	0.803	.78	05/12/2017 16:33	WG979173
n-Propylbenzene	U		0.166	0.803	.78	05/12/2017 16:33	WG979173
p-Isopropyltoluene	U		0.164	0.803	.78	05/12/2017 16:33	WG979173
(S) Toluene-d8	106			80.0-120		05/12/2017 16:33	WG979173
(S) Dibromofluoromethane	93.9			74.0-131		05/12/2017 16:33	WG979173
(S) a,a,a-Trifluorotoluene	109			80.0-120		05/12/2017 16:33	WG979173
(S) 4-Bromofluorobenzene	92.0			64.0-132		05/12/2017 16:33	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	4.08	J	0.618	6.18	1	05/12/2017 22:35	WG978392
Acenaphthene	0.928	J	0.618	6.18	1	05/12/2017 22:35	WG978392
Acenaphthylene	U		0.618	6.18	1	05/12/2017 22:35	WG978392
Benzo(a)anthracene	34.4		0.618	6.18	1	05/12/2017 22:35	WG978392
Benzo(a)pyrene	42.3		0.618	6.18	1	05/12/2017 22:35	WG978392
Benzo(b)fluoranthene	59.9		0.618	6.18	1	05/12/2017 22:35	WG978392
Benzo(g,h,i)perylene	42.7		0.618	6.18	1	05/12/2017 22:35	WG978392
Benzo(k)fluoranthene	21.9		0.618	6.18	1	05/12/2017 22:35	WG978392
Chrysene	38.2		0.618	6.18	1	05/12/2017 22:35	WG978392
Dibenz(a,h)anthracene	11.0		0.618	6.18	1	05/12/2017 22:35	WG978392
Fluoranthene	64.4		0.618	6.18	1	05/12/2017 22:35	WG978392
Fluorene	0.953	J	0.618	6.18	1	05/12/2017 22:35	WG978392
Indeno(1,2,3-cd)pyrene	35.1		0.618	6.18	1	05/12/2017 22:35	WG978392
Naphthalene	5.20	J	2.06	20.6	1	05/12/2017 22:35	WG978392
Phenanthrene	16.4		0.618	6.18	1	05/12/2017 22:35	WG978392
Pyrene	45.4		0.618	6.18	1	05/12/2017 22:35	WG978392
1-Methylnaphthalene	U		2.06	20.6	1	05/12/2017 22:35	WG978392
2-Methylnaphthalene	U		2.06	20.6	1	05/12/2017 22:35	WG978392
2-Chloronaphthalene	U		2.06	20.6	1	05/12/2017 22:35	WG978392
(S) Nitrobenzene-d5	87.5			14.0-149		05/12/2017 22:35	WG978392
(S) 2-Fluorobiphenyl	82.1			34.0-125		05/12/2017 22:35	WG978392
(S) p-Terphenyl-d14	78.4			23.0-120		05/12/2017 22:35	WG978392



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	92.7		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	41.0		3.02	21.6	1	05/10/2017 15:55	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	4300		701	2160	1	05/10/2017 20:42	WG977515
Barium	98400		183	539	1	05/10/2017 20:42	WG977515
Cadmium	U		75.5	539	1	05/10/2017 20:42	WG977515
Chromium	13900		151	1080	1	05/10/2017 20:42	WG977515
Lead	168000		205	539	1	05/10/2017 20:42	WG977515
Selenium	U		798	2160	1	05/10/2017 20:42	WG977515
Silver	U		302	1080	1	05/10/2017 20:42	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		11.5	57.7	1.07	05/12/2017 16:53	WG979173
Benzene	U		0.312	1.15	1.07	05/12/2017 16:53	WG979173
Bromochloromethane	U		0.450	1.15	1.07	05/12/2017 16:53	WG979173
Bromodichloromethane	U		0.293	1.15	1.07	05/12/2017 16:53	WG979173
Bromoform	U		0.490	1.15	1.07	05/12/2017 16:53	WG979173
Bromomethane	U		1.54	5.77	1.07	05/12/2017 16:53	WG979173
Carbon disulfide	1.08	J	0.254	1.15	1.07	05/12/2017 16:53	WG979173
Carbon tetrachloride	U		0.378	1.15	1.07	05/12/2017 16:53	WG979173
Chlorobenzene	U		0.245	1.15	1.07	05/12/2017 16:53	WG979173
Chlorodibromomethane	U		0.430	1.15	1.07	05/12/2017 16:53	WG979173
Chloroethane	U		1.09	5.77	1.07	05/12/2017 16:53	WG979173
Chloroform	U		0.264	5.77	1.07	05/12/2017 16:53	WG979173
Chloromethane	U		0.432	2.88	1.07	05/12/2017 16:53	WG979173
Cyclohexane	U		0.403	1.15	1.07	05/12/2017 16:53	WG979173
1,2-Dibromo-3-Chloropropane	U		1.21	5.77	1.07	05/12/2017 16:53	WG979173
1,2-Dibromoethane	U		0.396	1.15	1.07	05/12/2017 16:53	WG979173
Dichlorodifluoromethane	U		0.823	5.77	1.07	05/12/2017 16:53	WG979173
1,1-Dichloroethane	U		0.230	1.15	1.07	05/12/2017 16:53	WG979173
1,2-Dichloroethane	U		0.306	1.15	1.07	05/12/2017 16:53	WG979173
1,2-Dichlorobenzene	U		0.352	1.15	1.07	05/12/2017 16:53	WG979173
1,3-Dichlorobenzene	U		0.276	1.15	1.07	05/12/2017 16:53	WG979173
1,4-Dichlorobenzene	U		0.261	1.15	1.07	05/12/2017 16:53	WG979173
1,1-Dichloroethene	U		0.349	1.15	1.07	05/12/2017 16:53	WG979173
cis-1,2-Dichloroethene	U		0.271	1.15	1.07	05/12/2017 16:53	WG979173
trans-1,2-Dichloroethene	U		0.304	1.15	1.07	05/12/2017 16:53	WG979173
1,2-Dichloropropane	U		0.413	1.15	1.07	05/12/2017 16:53	WG979173
cis-1,3-Dichloropropene	U		0.302	1.15	1.07	05/12/2017 16:53	WG979173
trans-1,3-Dichloropropene	U		0.308	1.15	1.07	05/12/2017 16:53	WG979173
Ethylbenzene	U		0.343	1.15	1.07	05/12/2017 16:53	WG979173
2-Hexanone	U		1.57	11.5	1.07	05/12/2017 16:53	WG979173
Isopropylbenzene	U		0.280	11.5	1.07	05/12/2017 16:53	WG979173
2-Butanone (MEK)	U		5.40	11.5	1.07	05/12/2017 16:53	WG979173
Methyl Acetate	U		7.04	23.1	1.07	05/12/2017 16:53	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 05/04/17 09:45

L907538

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	U		0.439	1.15	1.07	05/12/2017 16:53	WG979173
Methylene Chloride	U		1.15	5.77	1.07	05/12/2017 16:53	WG979173
4-Methyl-2-pentanone (MIBK)	U		2.17	11.5	1.07	05/12/2017 16:53	WG979173
Methyl tert-butyl ether	U		0.245	1.15	1.07	05/12/2017 16:53	WG979173
Naphthalene	U		1.15	5.77	1.07	05/12/2017 16:53	WG979173
Styrene	U		0.270	1.15	1.07	05/12/2017 16:53	WG979173
1,1,2,2-Tetrachloroethane	U		0.421	1.15	1.07	05/12/2017 16:53	WG979173
Tetrachloroethene	U		0.318	1.15	1.07	05/12/2017 16:53	WG979173
Toluene	0.726	J	0.500	5.77	1.07	05/12/2017 16:53	WG979173
1,2,3-Trichlorobenzene	U		0.353	1.15	1.07	05/12/2017 16:53	WG979173
1,2,4-Trichlorobenzene	U		0.447	1.15	1.07	05/12/2017 16:53	WG979173
1,1,1-Trichloroethane	U		0.330	1.15	1.07	05/12/2017 16:53	WG979173
1,1,2-Trichloroethane	U		0.319	1.15	1.07	05/12/2017 16:53	WG979173
Trichloroethene	U		0.321	1.15	1.07	05/12/2017 16:53	WG979173
Trichlorofluoromethane	U		0.441	5.77	1.07	05/12/2017 16:53	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.421	1.15	1.07	05/12/2017 16:53	WG979173
Vinyl chloride	U		0.335	1.15	1.07	05/12/2017 16:53	WG979173
o-Xylene	U		0.423	1.15	1.07	05/12/2017 16:53	WG979173
m&p-Xylenes	0.550	J	0.383	2.31	1.07	05/12/2017 16:53	WG979173
n-Butylbenzene	U		0.298	1.15	1.07	05/12/2017 16:53	WG979173
sec-Butylbenzene	U		0.232	1.15	1.07	05/12/2017 16:53	WG979173
tert-Butylbenzene	U		0.237	1.15	1.07	05/12/2017 16:53	WG979173
1,2,4-Trimethylbenzene	U		0.244	1.15	1.07	05/12/2017 16:53	WG979173
1,3,5-Trimethylbenzene	U		0.307	1.15	1.07	05/12/2017 16:53	WG979173
n-Propylbenzene	U		0.237	1.15	1.07	05/12/2017 16:53	WG979173
p-Isopropyltoluene	U		0.235	1.15	1.07	05/12/2017 16:53	WG979173
(S) Toluene-d8	105			80.0-120		05/12/2017 16:53	WG979173
(S) Dibromofluoromethane	93.2			74.0-131		05/12/2017 16:53	WG979173
(S) a,a,a-Trifluorotoluene	107			80.0-120		05/12/2017 16:53	WG979173
(S) 4-Bromofluorobenzene	95.3			64.0-132		05/12/2017 16:53	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	3.55	J	0.647	6.47	1	05/12/2017 22:56	WG978392
Acenaphthene	1.57	J	0.647	6.47	1	05/12/2017 22:56	WG978392
Acenaphthylene	U		0.647	6.47	1	05/12/2017 22:56	WG978392
Benzo(a)anthracene	13.4		0.647	6.47	1	05/12/2017 22:56	WG978392
Benzo(a)pyrene	11.4		0.647	6.47	1	05/12/2017 22:56	WG978392
Benzo(b)fluoranthene	16.5		0.647	6.47	1	05/12/2017 22:56	WG978392
Benzo(g,h,i)perylene	10.0		0.647	6.47	1	05/12/2017 22:56	WG978392
Benzo(k)fluoranthene	6.10	J	0.647	6.47	1	05/12/2017 22:56	WG978392
Chrysene	14.8		0.647	6.47	1	05/12/2017 22:56	WG978392
Dibenz(a,h)anthracene	2.89	J	0.647	6.47	1	05/12/2017 22:56	WG978392
Fluoranthene	27.8		0.647	6.47	1	05/12/2017 22:56	WG978392
Fluorene	1.93	J	0.647	6.47	1	05/12/2017 22:56	WG978392
Indeno(1,2,3-cd)pyrene	8.10		0.647	6.47	1	05/12/2017 22:56	WG978392
Naphthalene	6.63	J	2.16	21.6	1	05/12/2017 22:56	WG978392
Phenanthrene	17.8		0.647	6.47	1	05/12/2017 22:56	WG978392
Pyrene	21.8		0.647	6.47	1	05/12/2017 22:56	WG978392
1-Methylnaphthalene	3.39	J	2.16	21.6	1	05/12/2017 22:56	WG978392
2-Methylnaphthalene	6.56	J	2.16	21.6	1	05/12/2017 22:56	WG978392
2-Chloronaphthalene	U		2.16	21.6	1	05/12/2017 22:56	WG978392
(S) Nitrobenzene-d5	87.2			14.0-149		05/12/2017 22:56	WG978392
(S) 2-Fluorobiphenyl	84.5			34.0-125		05/12/2017 22:56	WG978392
(S) p-Terphenyl-d14	82.8			23.0-120		05/12/2017 22:56	WG978392



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	94.9		1	05/09/2017 14:51	WG977912

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	8.78	J	2.95	21.1	1	05/10/2017 15:57	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	7780		685	2110	1	05/10/2017 20:45	WG977515
Barium	59600		179	527	1	05/10/2017 20:45	WG977515
Cadmium	162	J	73.8	527	1	05/10/2017 20:45	WG977515
Chromium	34500		148	1050	1	05/10/2017 20:45	WG977515
Lead	43200		200	527	1	05/10/2017 20:45	WG977515
Selenium	U		780	2110	1	05/10/2017 20:45	WG977515
Silver	U		295	1050	1	05/10/2017 20:45	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	25.3	J	9.59	48.0	.91	05/12/2017 17:13	WG979173
Benzene	U		0.259	0.959	.91	05/12/2017 17:13	WG979173
Bromochloromethane	U		0.374	0.959	.91	05/12/2017 17:13	WG979173
Bromodichloromethane	U		0.244	0.959	.91	05/12/2017 17:13	WG979173
Bromoform	U		0.407	0.959	.91	05/12/2017 17:13	WG979173
Bromomethane	U		1.29	4.80	.91	05/12/2017 17:13	WG979173
Carbon disulfide	1.78		0.212	0.959	.91	05/12/2017 17:13	WG979173
Carbon tetrachloride	U		0.314	0.959	.91	05/12/2017 17:13	WG979173
Chlorobenzene	U		0.203	0.959	.91	05/12/2017 17:13	WG979173
Chlorodibromomethane	U		0.357	0.959	.91	05/12/2017 17:13	WG979173
Chloroethane	U		0.908	4.80	.91	05/12/2017 17:13	WG979173
Chloroform	U		0.219	4.80	.91	05/12/2017 17:13	WG979173
Chloromethane	U		0.359	2.40	.91	05/12/2017 17:13	WG979173
Cyclohexane	U		0.335	0.959	.91	05/12/2017 17:13	WG979173
1,2-Dibromo-3-Chloropropane	U		1.01	4.80	.91	05/12/2017 17:13	WG979173
1,2-Dibromoethane	U		0.329	0.959	.91	05/12/2017 17:13	WG979173
Dichlorodifluoromethane	U		0.684	4.80	.91	05/12/2017 17:13	WG979173
1,1-Dichloroethane	U		0.191	0.959	.91	05/12/2017 17:13	WG979173
1,2-Dichloroethane	U		0.254	0.959	.91	05/12/2017 17:13	WG979173
1,2-Dichlorobenzene	U		0.293	0.959	.91	05/12/2017 17:13	WG979173
1,3-Dichlorobenzene	U		0.229	0.959	.91	05/12/2017 17:13	WG979173
1,4-Dichlorobenzene	U		0.217	0.959	.91	05/12/2017 17:13	WG979173
1,1-Dichloroethene	U		0.291	0.959	.91	05/12/2017 17:13	WG979173
cis-1,2-Dichloroethene	U		0.226	0.959	.91	05/12/2017 17:13	WG979173
trans-1,2-Dichloroethene	U		0.253	0.959	.91	05/12/2017 17:13	WG979173
1,2-Dichloropropane	U		0.344	0.959	.91	05/12/2017 17:13	WG979173
cis-1,3-Dichloropropene	U		0.251	0.959	.91	05/12/2017 17:13	WG979173
trans-1,3-Dichloropropene	U		0.256	0.959	.91	05/12/2017 17:13	WG979173
Ethylbenzene	U		0.285	0.959	.91	05/12/2017 17:13	WG979173
2-Hexanone	U		1.32	9.59	.91	05/12/2017 17:13	WG979173
Isopropylbenzene	U		0.233	9.59	.91	05/12/2017 17:13	WG979173
2-Butanone (MEK)	U		4.49	9.59	.91	05/12/2017 17:13	WG979173
Methyl Acetate	U		5.85	19.2	.91	05/12/2017 17:13	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 05/04/17 12:00

L907538

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	U		0.365	0.959	.91	05/12/2017 17:13	WG979173
Methylene Chloride	U		0.959	4.80	.91	05/12/2017 17:13	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.80	9.59	.91	05/12/2017 17:13	WG979173
Methyl tert-butyl ether	U		0.203	0.959	.91	05/12/2017 17:13	WG979173
Naphthalene	2.67	J	0.959	4.80	.91	05/12/2017 17:13	WG979173
Styrene	U		0.225	0.959	.91	05/12/2017 17:13	WG979173
1,1,2,2-Tetrachloroethane	U		0.350	0.959	.91	05/12/2017 17:13	WG979173
Tetrachloroethene	U		0.265	0.959	.91	05/12/2017 17:13	WG979173
Toluene	0.558	J	0.416	4.80	.91	05/12/2017 17:13	WG979173
1,2,3-Trichlorobenzene	U		0.293	0.959	.91	05/12/2017 17:13	WG979173
1,2,4-Trichlorobenzene	U		0.372	0.959	.91	05/12/2017 17:13	WG979173
1,1,1-Trichloroethane	U		0.274	0.959	.91	05/12/2017 17:13	WG979173
1,1,2-Trichloroethane	U		0.266	0.959	.91	05/12/2017 17:13	WG979173
Trichloroethene	U		0.268	0.959	.91	05/12/2017 17:13	WG979173
Trichlorofluoromethane	U		0.367	4.80	.91	05/12/2017 17:13	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.350	0.959	.91	05/12/2017 17:13	WG979173
Vinyl chloride	U		0.279	0.959	.91	05/12/2017 17:13	WG979173
o-Xylene	U		0.351	0.959	.91	05/12/2017 17:13	WG979173
m&p-Xylenes	0.370	J	0.318	1.92	.91	05/12/2017 17:13	WG979173
n-Butylbenzene	U		0.248	0.959	.91	05/12/2017 17:13	WG979173
sec-Butylbenzene	0.209	J	0.193	0.959	.91	05/12/2017 17:13	WG979173
tert-Butylbenzene	U		0.197	0.959	.91	05/12/2017 17:13	WG979173
1,2,4-Trimethylbenzene	0.299	J	0.202	0.959	.91	05/12/2017 17:13	WG979173
1,3,5-Trimethylbenzene	U		0.255	0.959	.91	05/12/2017 17:13	WG979173
n-Propylbenzene	U		0.197	0.959	.91	05/12/2017 17:13	WG979173
p-Isopropyltoluene	U		0.196	0.959	.91	05/12/2017 17:13	WG979173
(S) Toluene-d8	106			80.0-120		05/12/2017 17:13	WG979173
(S) Dibromofluoromethane	94.2			74.0-131		05/12/2017 17:13	WG979173
(S) a,a,a-Trifluorotoluene	107			80.0-120		05/12/2017 17:13	WG979173
(S) 4-Bromofluorobenzene	95.9			64.0-132		05/12/2017 17:13	WG979173

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	2.22	J	0.632	6.32	1	05/13/2017 01:45	WG978392
Acenaphthene	3.57	J	0.632	6.32	1	05/13/2017 01:45	WG978392
Acenaphthylene	2.43	J	0.632	6.32	1	05/13/2017 01:45	WG978392
Benzo(a)anthracene	15.3		0.632	6.32	1	05/13/2017 01:45	WG978392
Benzo(a)pyrene	9.31		0.632	6.32	1	05/13/2017 01:45	WG978392
Benzo(b)fluoranthene	31.7		0.632	6.32	1	05/13/2017 01:45	WG978392
Benzo(g,h,i)perylene	18.5		0.632	6.32	1	05/13/2017 01:45	WG978392
Benzo(k)fluoranthene	9.23		0.632	6.32	1	05/13/2017 01:45	WG978392
Chrysene	58.4		0.632	6.32	1	05/13/2017 01:45	WG978392
Dibenz(a,h)anthracene	2.76	J	0.632	6.32	1	05/13/2017 01:45	WG978392
Fluoranthene	109		0.632	6.32	1	05/13/2017 01:45	WG978392
Fluorene	2.27	J	0.632	6.32	1	05/13/2017 01:45	WG978392
Indeno(1,2,3-cd)pyrene	7.53		0.632	6.32	1	05/13/2017 01:45	WG978392
Naphthalene	29.8		2.11	21.1	1	05/13/2017 01:45	WG978392
Phenanthrene	44.5		0.632	6.32	1	05/13/2017 01:45	WG978392
Pyrene	64.6		0.632	6.32	1	05/13/2017 01:45	WG978392
1-Methylnaphthalene	52.8		2.11	21.1	1	05/13/2017 01:45	WG978392
2-Methylnaphthalene	46.3		2.11	21.1	1	05/13/2017 01:45	WG978392
2-Chloronaphthalene	U		2.11	21.1	1	05/13/2017 01:45	WG978392
(S) Nitrobenzene-d5	63.6			14.0-149		05/13/2017 01:45	WG978392
(S) 2-Fluorobiphenyl	65.7			34.0-125		05/13/2017 01:45	WG978392
(S) p-Terphenyl-d14	50.1			23.0-120		05/13/2017 01:45	WG978392



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	97.9		1	05/09/2017 14:51	WG977912

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	13.0	J	2.86	20.4	1	05/10/2017 16:00	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	4080		664	2040	1	05/10/2017 20:48	WG977515
Barium	128000		174	511	1	05/10/2017 20:48	WG977515
Cadmium	U		71.5	511	1	05/10/2017 20:48	WG977515
Chromium	9310		143	1020	1	05/10/2017 20:48	WG977515
Lead	6390		194	511	1	05/10/2017 20:48	WG977515
Selenium	934	J	756	2040	1	05/10/2017 20:48	WG977515
Silver	U		286	1020	1	05/10/2017 20:48	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		6.03	30.1	.59	05/12/2017 17:32	WG979173
Benzene	0.255	J	0.162	0.603	.59	05/12/2017 17:32	WG979173
Bromochloromethane	U		0.235	0.603	.59	05/12/2017 17:32	WG979173
Bromodichloromethane	U		0.153	0.603	.59	05/12/2017 17:32	WG979173
Bromoform	U		0.255	0.603	.59	05/12/2017 17:32	WG979173
Bromomethane	U		0.808	3.01	.59	05/12/2017 17:32	WG979173
Carbon disulfide	0.394	J	0.133	0.603	.59	05/12/2017 17:32	WG979173
Carbon tetrachloride	U		0.198	0.603	.59	05/12/2017 17:32	WG979173
Chlorobenzene	U		0.128	0.603	.59	05/12/2017 17:32	WG979173
Chlorodibromomethane	U		0.225	0.603	.59	05/12/2017 17:32	WG979173
Chloroethane	U		0.570	3.01	.59	05/12/2017 17:32	WG979173
Chloroform	U		0.138	3.01	.59	05/12/2017 17:32	WG979173
Chloromethane	U		0.226	1.51	.59	05/12/2017 17:32	WG979173
Cyclohexane	0.431	J	0.210	0.603	.59	05/12/2017 17:32	WG979173
1,2-Dibromo-3-Chloropropane	U		0.633	3.01	.59	05/12/2017 17:32	WG979173
1,2-Dibromoethane	U		0.206	0.603	.59	05/12/2017 17:32	WG979173
Dichlorodifluoromethane	U		0.430	3.01	.59	05/12/2017 17:32	WG979173
1,1-Dichloroethane	U		0.120	0.603	.59	05/12/2017 17:32	WG979173
1,2-Dichloroethane	U		0.159	0.603	.59	05/12/2017 17:32	WG979173
1,2-Dichlorobenzene	U		0.184	0.603	.59	05/12/2017 17:32	WG979173
1,3-Dichlorobenzene	U		0.144	0.603	.59	05/12/2017 17:32	WG979173
1,4-Dichlorobenzene	U		0.136	0.603	.59	05/12/2017 17:32	WG979173
1,1-Dichloroethene	U		0.183	0.603	.59	05/12/2017 17:32	WG979173
cis-1,2-Dichloroethene	U		0.142	0.603	.59	05/12/2017 17:32	WG979173
trans-1,2-Dichloroethene	U		0.159	0.603	.59	05/12/2017 17:32	WG979173
1,2-Dichloropropane	U		0.216	0.603	.59	05/12/2017 17:32	WG979173
cis-1,3-Dichloropropene	U		0.157	0.603	.59	05/12/2017 17:32	WG979173
trans-1,3-Dichloropropene	U		0.161	0.603	.59	05/12/2017 17:32	WG979173
Ethylbenzene	U		0.179	0.603	.59	05/12/2017 17:32	WG979173
2-Hexanone	U		0.826	6.03	.59	05/12/2017 17:32	WG979173
Isopropylbenzene	U		0.146	6.03	.59	05/12/2017 17:32	WG979173
2-Butanone (MEK)	U		2.82	6.03	.59	05/12/2017 17:32	WG979173
Methyl Acetate	U		3.68	12.1	.59	05/12/2017 17:32	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 05/04/17 12:30

L907538

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	0.804		0.229	0.603	.59	05/12/2017 17:32	WG979173
Methylene Chloride	U		0.603	3.01	.59	05/12/2017 17:32	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.13	6.03	.59	05/12/2017 17:32	WG979173
Methyl tert-butyl ether	U		0.128	0.603	.59	05/12/2017 17:32	WG979173
Naphthalene	U		0.603	3.01	.59	05/12/2017 17:32	WG979173
Styrene	U		0.141	0.603	.59	05/12/2017 17:32	WG979173
1,1,2,2-Tetrachloroethane	U		0.220	0.603	.59	05/12/2017 17:32	WG979173
Tetrachloroethene	U		0.167	0.603	.59	05/12/2017 17:32	WG979173
Toluene	0.335	J	0.262	3.01	.59	05/12/2017 17:32	WG979173
1,2,3-Trichlorobenzene	U		0.184	0.603	.59	05/12/2017 17:32	WG979173
1,2,4-Trichlorobenzene	U		0.234	0.603	.59	05/12/2017 17:32	WG979173
1,1,1-Trichloroethane	U		0.173	0.603	.59	05/12/2017 17:32	WG979173
1,1,2-Trichloroethane	U		0.167	0.603	.59	05/12/2017 17:32	WG979173
Trichloroethene	U		0.169	0.603	.59	05/12/2017 17:32	WG979173
Trichlorofluoromethane	U		0.230	3.01	.59	05/12/2017 17:32	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.220	0.603	.59	05/12/2017 17:32	WG979173
Vinyl chloride	U		0.176	0.603	.59	05/12/2017 17:32	WG979173
o-Xylene	U		0.221	0.603	.59	05/12/2017 17:32	WG979173
m&p-Xylenes	U		0.200	1.21	.59	05/12/2017 17:32	WG979173
n-Butylbenzene	U		0.155	0.603	.59	05/12/2017 17:32	WG979173
sec-Butylbenzene	U		0.121	0.603	.59	05/12/2017 17:32	WG979173
tert-Butylbenzene	U		0.125	0.603	.59	05/12/2017 17:32	WG979173
1,2,4-Trimethylbenzene	U		0.127	0.603	.59	05/12/2017 17:32	WG979173
1,3,5-Trimethylbenzene	U		0.160	0.603	.59	05/12/2017 17:32	WG979173
n-Propylbenzene	U		0.125	0.603	.59	05/12/2017 17:32	WG979173
p-Isopropyltoluene	U		0.123	0.603	.59	05/12/2017 17:32	WG979173
(S) Toluene-d8	105			80.0-120		05/12/2017 17:32	WG979173
(S) Dibromofluoromethane	93.8			74.0-131		05/12/2017 17:32	WG979173
(S) a,a,a-Trifluorotoluene	106			80.0-120		05/12/2017 17:32	WG979173
(S) 4-Bromofluorobenzene	93.0			64.0-132		05/12/2017 17:32	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	U		0.613	6.13	1	05/12/2017 23:17	WG978392
Acenaphthene	U		0.613	6.13	1	05/12/2017 23:17	WG978392
Acenaphthylene	U		0.613	6.13	1	05/12/2017 23:17	WG978392
Benzo(a)anthracene	1.48	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Benzo(a)pyrene	1.21	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Benzo(b)fluoranthene	1.90	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Benzo(g,h,i)perylene	1.07	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Benzo(k)fluoranthene	U		0.613	6.13	1	05/12/2017 23:17	WG978392
Chrysene	1.21	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Dibenz(a,h)anthracene	U		0.613	6.13	1	05/12/2017 23:17	WG978392
Fluoranthene	2.80	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Fluorene	U		0.613	6.13	1	05/12/2017 23:17	WG978392
Indeno(1,2,3-cd)pyrene	0.813	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Naphthalene	3.76	J	2.04	20.4	1	05/12/2017 23:17	WG978392
Phenanthrene	2.22	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Pyrene	2.24	J	0.613	6.13	1	05/12/2017 23:17	WG978392
1-Methylnaphthalene	U		2.04	20.4	1	05/12/2017 23:17	WG978392
2-Methylnaphthalene	U		2.04	20.4	1	05/12/2017 23:17	WG978392
2-Chloronaphthalene	U		2.04	20.4	1	05/12/2017 23:17	WG978392
(S) Nitrobenzene-d5	88.2			14.0-149		05/12/2017 23:17	WG978392
(S) 2-Fluorobiphenyl	82.9			34.0-125		05/12/2017 23:17	WG978392
(S) p-Terphenyl-d14	85.4			23.0-120		05/12/2017 23:17	WG978392



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	96.9		1	05/09/2017 14:51	WG977912

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	9.24	J	2.89	20.6	1	05/10/2017 15:29	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	4570		671	2060	1	05/10/2017 20:51	WG977515
Barium	45900		176	516	1	05/10/2017 20:51	WG977515
Cadmium	U		72.3	516	1	05/10/2017 20:51	WG977515
Chromium	11200		145	1030	1	05/10/2017 20:51	WG977515
Lead	4910		196	516	1	05/10/2017 20:51	WG977515
Selenium	U		764	2060	1	05/10/2017 20:51	WG977515
Silver	U		289	1030	1	05/10/2017 20:51	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		8.47	42.3	.82	05/12/2017 17:52	WG979173
Benzene	U		0.228	0.847	.82	05/12/2017 17:52	WG979173
Bromochloromethane	U		0.330	0.847	.82	05/12/2017 17:52	WG979173
Bromodichloromethane	U		0.215	0.847	.82	05/12/2017 17:52	WG979173
Bromoform	U		0.359	0.847	.82	05/12/2017 17:52	WG979173
Bromomethane	U		1.14	4.23	.82	05/12/2017 17:52	WG979173
Carbon disulfide	0.972		0.187	0.847	.82	05/12/2017 17:52	WG979173
Carbon tetrachloride	U		0.278	0.847	.82	05/12/2017 17:52	WG979173
Chlorobenzene	U		0.180	0.847	.82	05/12/2017 17:52	WG979173
Chlorodibromomethane	U		0.316	0.847	.82	05/12/2017 17:52	WG979173
Chloroethane	U		0.801	4.23	.82	05/12/2017 17:52	WG979173
Chloroform	U		0.194	4.23	.82	05/12/2017 17:52	WG979173
Chloromethane	U		0.318	2.12	.82	05/12/2017 17:52	WG979173
Cyclohexane	U		0.296	0.847	.82	05/12/2017 17:52	WG979173
1,2-Dibromo-3-Chloropropane	U		0.889	4.23	.82	05/12/2017 17:52	WG979173
1,2-Dibromoethane	U		0.290	0.847	.82	05/12/2017 17:52	WG979173
Dichlorodifluoromethane	U		0.604	4.23	.82	05/12/2017 17:52	WG979173
1,1-Dichloroethane	U		0.168	0.847	.82	05/12/2017 17:52	WG979173
1,2-Dichloroethane	U		0.224	0.847	.82	05/12/2017 17:52	WG979173
1,2-Dichlorobenzene	U		0.258	0.847	.82	05/12/2017 17:52	WG979173
1,3-Dichlorobenzene	U		0.202	0.847	.82	05/12/2017 17:52	WG979173
1,4-Dichlorobenzene	U		0.191	0.847	.82	05/12/2017 17:52	WG979173
1,1-Dichloroethene	U		0.256	0.847	.82	05/12/2017 17:52	WG979173
cis-1,2-Dichloroethene	U		0.199	0.847	.82	05/12/2017 17:52	WG979173
trans-1,2-Dichloroethene	U		0.223	0.847	.82	05/12/2017 17:52	WG979173
1,2-Dichloropropane	U		0.304	0.847	.82	05/12/2017 17:52	WG979173
cis-1,3-Dichloropropene	U		0.222	0.847	.82	05/12/2017 17:52	WG979173
trans-1,3-Dichloropropene	U		0.226	0.847	.82	05/12/2017 17:52	WG979173
Ethylbenzene	U		0.252	0.847	.82	05/12/2017 17:52	WG979173
2-Hexanone	U		1.16	8.47	.82	05/12/2017 17:52	WG979173
Isopropylbenzene	U		0.205	8.47	.82	05/12/2017 17:52	WG979173
2-Butanone (MEK)	U		3.96	8.47	.82	05/12/2017 17:52	WG979173
Methyl Acetate	U		5.16	16.9	.82	05/12/2017 17:52	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 05/04/17 12:45

L907538

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	U		0.322	0.847	.82	05/12/2017 17:52	WG979173
Methylene Chloride	U		0.847	4.23	.82	05/12/2017 17:52	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.59	8.47	.82	05/12/2017 17:52	WG979173
Methyl tert-butyl ether	U		0.180	0.847	.82	05/12/2017 17:52	WG979173
Naphthalene	U		0.847	4.23	.82	05/12/2017 17:52	WG979173
Styrene	U		0.198	0.847	.82	05/12/2017 17:52	WG979173
1,1,2,2-Tetrachloroethane	U		0.309	0.847	.82	05/12/2017 17:52	WG979173
Tetrachloroethene	U		0.233	0.847	.82	05/12/2017 17:52	WG979173
Toluene	U		0.368	4.23	.82	05/12/2017 17:52	WG979173
1,2,3-Trichlorobenzene	U		0.259	0.847	.82	05/12/2017 17:52	WG979173
1,2,4-Trichlorobenzene	U		0.328	0.847	.82	05/12/2017 17:52	WG979173
1,1,1-Trichloroethane	U		0.242	0.847	.82	05/12/2017 17:52	WG979173
1,1,2-Trichloroethane	U		0.234	0.847	.82	05/12/2017 17:52	WG979173
Trichloroethene	U		0.236	0.847	.82	05/12/2017 17:52	WG979173
Trichlorofluoromethane	U		0.323	4.23	.82	05/12/2017 17:52	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.309	0.847	.82	05/12/2017 17:52	WG979173
Vinyl chloride	U		0.247	0.847	.82	05/12/2017 17:52	WG979173
o-Xylene	U		0.310	0.847	.82	05/12/2017 17:52	WG979173
m&p-Xylenes	U		0.281	1.69	.82	05/12/2017 17:52	WG979173
n-Butylbenzene	U		0.219	0.847	.82	05/12/2017 17:52	WG979173
sec-Butylbenzene	U		0.170	0.847	.82	05/12/2017 17:52	WG979173
tert-Butylbenzene	U		0.174	0.847	.82	05/12/2017 17:52	WG979173
1,2,4-Trimethylbenzene	U		0.179	0.847	.82	05/12/2017 17:52	WG979173
1,3,5-Trimethylbenzene	U		0.225	0.847	.82	05/12/2017 17:52	WG979173
n-Propylbenzene	U		0.174	0.847	.82	05/12/2017 17:52	WG979173
p-Isopropyltoluene	U		0.172	0.847	.82	05/12/2017 17:52	WG979173
(S) Toluene-d8	107			80.0-120		05/12/2017 17:52	WG979173
(S) Dibromofluoromethane	93.1			74.0-131		05/12/2017 17:52	WG979173
(S) a,a,a-Trifluorotoluene	108			80.0-120		05/12/2017 17:52	WG979173
(S) 4-Bromofluorobenzene	99.1			64.0-132		05/12/2017 17:52	WG979173

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	9.15		0.619	6.19	1	05/13/2017 02:06	WG978392
Acenaphthene	1.93	J	0.619	6.19	1	05/13/2017 02:06	WG978392
Acenaphthylene	U		0.619	6.19	1	05/13/2017 02:06	WG978392
Benzo(a)anthracene	75.1		0.619	6.19	1	05/13/2017 02:06	WG978392
Benzo(a)pyrene	66.4		0.619	6.19	1	05/13/2017 02:06	WG978392
Benzo(b)fluoranthene	123		0.619	6.19	1	05/13/2017 02:06	WG978392
Benzo(g,h,i)perylene	70.4		0.619	6.19	1	05/13/2017 02:06	WG978392
Benzo(k)fluoranthene	40.2		0.619	6.19	1	05/13/2017 02:06	WG978392
Chrysene	87.0		0.619	6.19	1	05/13/2017 02:06	WG978392
Dibenz(a,h)anthracene	20.4		0.619	6.19	1	05/13/2017 02:06	WG978392
Fluoranthene	129		0.619	6.19	1	05/13/2017 02:06	WG978392
Fluorene	2.43	J	0.619	6.19	1	05/13/2017 02:06	WG978392
Indeno(1,2,3-cd)pyrene	62.6		0.619	6.19	1	05/13/2017 02:06	WG978392
Naphthalene	4.28	J	2.06	20.6	1	05/13/2017 02:06	WG978392
Phenanthrene	44.4		0.619	6.19	1	05/13/2017 02:06	WG978392
Pyrene	72.2		0.619	6.19	1	05/13/2017 02:06	WG978392
1-Methylnaphthalene	U		2.06	20.6	1	05/13/2017 02:06	WG978392
2-Methylnaphthalene	3.03	J	2.06	20.6	1	05/13/2017 02:06	WG978392
2-Chloronaphthalene	U		2.06	20.6	1	05/13/2017 02:06	WG978392
(S) Nitrobenzene-d5	80.7			14.0-149		05/13/2017 02:06	WG978392
(S) 2-Fluorobiphenyl	79.8			34.0-125		05/13/2017 02:06	WG978392
(S) p-Terphenyl-d14	72.4			23.0-120		05/13/2017 02:06	WG978392



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	96.5		1	05/09/2017 14:51	WG977912

Mercury by Method 7471A

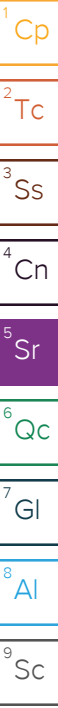
Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	61.7		2.90	20.7	1	05/10/2017 16:02	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	5610		673	2070	1	05/10/2017 20:54	WG977515
Barium	28800		176	518	1	05/10/2017 20:54	WG977515
Cadmium	U		72.5	518	1	05/10/2017 20:54	WG977515
Chromium	16100		145	1040	1	05/10/2017 20:54	WG977515
Lead	10500		197	518	1	05/10/2017 20:54	WG977515
Selenium	U		767	2070	1	05/10/2017 20:54	WG977515
Silver	U		290	1040	1	05/10/2017 20:54	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		7.87	39.4	.76	05/12/2017 18:12	WG979173
Benzene	0.289	J	0.212	0.787	.76	05/12/2017 18:12	WG979173
Bromochloromethane	U		0.307	0.787	.76	05/12/2017 18:12	WG979173
Bromodichloromethane	U		0.200	0.787	.76	05/12/2017 18:12	WG979173
Bromoform	U		0.334	0.787	.76	05/12/2017 18:12	WG979173
Bromomethane	U		1.06	3.94	.76	05/12/2017 18:12	WG979173
Carbon disulfide	0.704	J	0.174	0.787	.76	05/12/2017 18:12	WG979173
Carbon tetrachloride	U		0.258	0.787	.76	05/12/2017 18:12	WG979173
Chlorobenzene	U		0.167	0.787	.76	05/12/2017 18:12	WG979173
Chlorodibromomethane	U		0.293	0.787	.76	05/12/2017 18:12	WG979173
Chloroethane	U		0.745	3.94	.76	05/12/2017 18:12	WG979173
Chloroform	U		0.180	3.94	.76	05/12/2017 18:12	WG979173
Chloromethane	U		0.295	1.97	.76	05/12/2017 18:12	WG979173
Cyclohexane	0.294	J	0.276	0.787	.76	05/12/2017 18:12	WG979173
1,2-Dibromo-3-Chloropropane	U		0.827	3.94	.76	05/12/2017 18:12	WG979173
1,2-Dibromoethane	U		0.270	0.787	.76	05/12/2017 18:12	WG979173
Dichlorodifluoromethane	U		0.561	3.94	.76	05/12/2017 18:12	WG979173
1,1-Dichloroethane	U		0.156	0.787	.76	05/12/2017 18:12	WG979173
1,2-Dichloroethane	U		0.208	0.787	.76	05/12/2017 18:12	WG979173
1,2-Dichlorobenzene	U		0.240	0.787	.76	05/12/2017 18:12	WG979173
1,3-Dichlorobenzene	U		0.189	0.787	.76	05/12/2017 18:12	WG979173
1,4-Dichlorobenzene	U		0.178	0.787	.76	05/12/2017 18:12	WG979173
1,1-Dichloroethene	U		0.238	0.787	.76	05/12/2017 18:12	WG979173
cis-1,2-Dichloroethene	U		0.185	0.787	.76	05/12/2017 18:12	WG979173
trans-1,2-Dichloroethene	U		0.208	0.787	.76	05/12/2017 18:12	WG979173
1,2-Dichloropropane	U		0.282	0.787	.76	05/12/2017 18:12	WG979173
cis-1,3-Dichloropropene	U		0.206	0.787	.76	05/12/2017 18:12	WG979173
trans-1,3-Dichloropropene	U		0.210	0.787	.76	05/12/2017 18:12	WG979173
Ethylbenzene	U		0.234	0.787	.76	05/12/2017 18:12	WG979173
2-Hexanone	U		1.08	7.87	.76	05/12/2017 18:12	WG979173
Isopropylbenzene	U		0.192	7.87	.76	05/12/2017 18:12	WG979173
2-Butanone (MEK)	U		3.69	7.87	.76	05/12/2017 18:12	WG979173
Methyl Acetate	U		4.81	15.7	.76	05/12/2017 18:12	WG979173





Collected date/time: 05/05/17 12:45

L907538

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	0.696	J	0.299	0.787	.76	05/12/2017 18:12	WG979173
Methylene Chloride	U		0.787	3.94	.76	05/12/2017 18:12	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.48	7.87	.76	05/12/2017 18:12	WG979173
Methyl tert-butyl ether	U		0.167	0.787	.76	05/12/2017 18:12	WG979173
Naphthalene	U		0.787	3.94	.76	05/12/2017 18:12	WG979173
Styrene	U		0.184	0.787	.76	05/12/2017 18:12	WG979173
1,1,2,2-Tetrachloroethane	U		0.287	0.787	.76	05/12/2017 18:12	WG979173
Tetrachloroethene	U		0.218	0.787	.76	05/12/2017 18:12	WG979173
Toluene	U		0.342	3.94	.76	05/12/2017 18:12	WG979173
1,2,3-Trichlorobenzene	U		0.240	0.787	.76	05/12/2017 18:12	WG979173
1,2,4-Trichlorobenzene	U		0.306	0.787	.76	05/12/2017 18:12	WG979173
1,1,1-Trichloroethane	U		0.225	0.787	.76	05/12/2017 18:12	WG979173
1,1,2-Trichloroethane	U		0.218	0.787	.76	05/12/2017 18:12	WG979173
Trichloroethene	U		0.220	0.787	.76	05/12/2017 18:12	WG979173
Trichlorofluoromethane	U		0.300	3.94	.76	05/12/2017 18:12	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.287	0.787	.76	05/12/2017 18:12	WG979173
Vinyl chloride	U		0.229	0.787	.76	05/12/2017 18:12	WG979173
o-Xylene	U		0.288	0.787	.76	05/12/2017 18:12	WG979173
m&p-Xylenes	U		0.261	1.57	.76	05/12/2017 18:12	WG979173
n-Butylbenzene	U		0.203	0.787	.76	05/12/2017 18:12	WG979173
sec-Butylbenzene	U		0.158	0.787	.76	05/12/2017 18:12	WG979173
tert-Butylbenzene	U		0.162	0.787	.76	05/12/2017 18:12	WG979173
1,2,4-Trimethylbenzene	U		0.166	0.787	.76	05/12/2017 18:12	WG979173
1,3,5-Trimethylbenzene	U		0.209	0.787	.76	05/12/2017 18:12	WG979173
n-Propylbenzene	U		0.162	0.787	.76	05/12/2017 18:12	WG979173
p-Isopropyltoluene	U		0.161	0.787	.76	05/12/2017 18:12	WG979173
(S) Toluene-d8	106			80.0-120		05/12/2017 18:12	WG979173
(S) Dibromofluoromethane	93.5			74.0-131		05/12/2017 18:12	WG979173
(S) a,a,a-Trifluorotoluene	109			80.0-120		05/12/2017 18:12	WG979173
(S) 4-Bromofluorobenzene	96.5			64.0-132		05/12/2017 18:12	WG979173

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	4.28	J	0.622	6.22	1	05/12/2017 23:38	WG978392
Acenaphthene	1.75	J	0.622	6.22	1	05/12/2017 23:38	WG978392
Acenaphthylene	0.687	J	0.622	6.22	1	05/12/2017 23:38	WG978392
Benzo(a)anthracene	20.9		0.622	6.22	1	05/12/2017 23:38	WG978392
Benzo(a)pyrene	28.3		0.622	6.22	1	05/12/2017 23:38	WG978392
Benzo(b)fluoranthene	44.9		0.622	6.22	1	05/12/2017 23:38	WG978392
Benzo(g,h,i)perylene	26.1		0.622	6.22	1	05/12/2017 23:38	WG978392
Benzo(k)fluoranthene	17.9		0.622	6.22	1	05/12/2017 23:38	WG978392
Chrysene	36.8		0.622	6.22	1	05/12/2017 23:38	WG978392
Dibenz(a,h)anthracene	6.55		0.622	6.22	1	05/12/2017 23:38	WG978392
Fluoranthene	90.1		0.622	6.22	1	05/12/2017 23:38	WG978392
Fluorene	1.78	J	0.622	6.22	1	05/12/2017 23:38	WG978392
Indeno(1,2,3-cd)pyrene	23.8		0.622	6.22	1	05/12/2017 23:38	WG978392
Naphthalene	4.62	J	2.07	20.7	1	05/12/2017 23:38	WG978392
Phenanthrene	71.8		0.622	6.22	1	05/12/2017 23:38	WG978392
Pyrene	61.8		0.622	6.22	1	05/12/2017 23:38	WG978392
1-Methylnaphthalene	2.44	J	2.07	20.7	1	05/12/2017 23:38	WG978392
2-Methylnaphthalene	3.06	J	2.07	20.7	1	05/12/2017 23:38	WG978392
2-Chloronaphthalene	U		2.07	20.7	1	05/12/2017 23:38	WG978392
(S) Nitrobenzene-d5	75.4			14.0-149		05/12/2017 23:38	WG978392
(S) 2-Fluorobiphenyl	74.2			34.0-125		05/12/2017 23:38	WG978392
(S) p-Terphenyl-d14	72.6			23.0-120		05/12/2017 23:38	WG978392



Mercury by Method 7470A

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	ug/l		ug/l	ug/l		date / time	
Mercury,Dissolved	U		0.0490	0.200	1	05/10/2017 10:33	WG977710

Metals (ICP) by Method 6010C

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	ug/l		ug/l	ug/l		date / time	
Arsenic,Dissolved	U		6.50	10.0	1	05/09/2017 16:09	WG977391
Barium,Dissolved	27.7		1.70	5.00	1	05/09/2017 16:09	WG977391
Cadmium,Dissolved	U		0.700	2.00	1	05/09/2017 16:09	WG977391
Chromium,Dissolved	7.38	J	1.40	10.0	1	05/09/2017 16:09	WG977391
Lead,Dissolved	6.74		1.90	5.00	1	05/09/2017 16:09	WG977391
Selenium,Dissolved	U		7.40	10.0	1	05/09/2017 16:09	WG977391
Silver,Dissolved	U		2.80	5.00	1	05/09/2017 16:09	WG977391

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	ug/l		ug/l	ug/l		date / time	
Acetone	U		10.0	50.0	1	05/12/2017 15:57	WG979152
Benzene	U		0.331	1.00	1	05/12/2017 15:57	WG979152
Bromochloromethane	U		0.520	1.00	1	05/12/2017 15:57	WG979152
Bromodichloromethane	U		0.380	1.00	1	05/12/2017 15:57	WG979152
Bromoform	U		0.469	1.00	1	05/12/2017 15:57	WG979152
Bromomethane	U		0.866	5.00	1	05/12/2017 15:57	WG979152
Carbon disulfide	0.383	J	0.275	1.00	1	05/12/2017 15:57	WG979152
Carbon tetrachloride	U		0.379	1.00	1	05/12/2017 15:57	WG979152
Chlorobenzene	U		0.348	1.00	1	05/12/2017 15:57	WG979152
Chlorodibromomethane	U		0.327	1.00	1	05/12/2017 15:57	WG979152
Chloroethane	U		0.453	5.00	1	05/12/2017 15:57	WG979152
Chloroform	0.624	J	0.324	5.00	1	05/12/2017 15:57	WG979152
Chloromethane	U		0.276	2.50	1	05/12/2017 15:57	WG979152
Cyclohexane	U		0.390	1.00	1	05/12/2017 15:57	WG979152
1,2-Dibromo-3-Chloropropane	U		1.33	5.00	1	05/12/2017 15:57	WG979152
1,2-Dibromoethane	U		0.381	1.00	1	05/12/2017 15:57	WG979152
1,2-Dichlorobenzene	U		0.349	1.00	1	05/12/2017 15:57	WG979152
1,3-Dichlorobenzene	U		0.220	1.00	1	05/12/2017 15:57	WG979152
1,4-Dichlorobenzene	U		0.274	1.00	1	05/12/2017 15:57	WG979152
Dichlorodifluoromethane	U		0.551	5.00	1	05/12/2017 15:57	WG979152
1,1-Dichloroethane	U		0.259	1.00	1	05/12/2017 15:57	WG979152
1,2-Dichloroethane	U		0.361	1.00	1	05/12/2017 15:57	WG979152
1,1-Dichloroethene	U		0.398	1.00	1	05/12/2017 15:57	WG979152
cis-1,2-Dichloroethene	U		0.260	1.00	1	05/12/2017 15:57	WG979152
trans-1,2-Dichloroethene	U		0.396	1.00	1	05/12/2017 15:57	WG979152
1,2-Dichloropropane	U		0.306	1.00	1	05/12/2017 15:57	WG979152
cis-1,3-Dichloropropene	U		0.418	1.00	1	05/12/2017 15:57	WG979152
trans-1,3-Dichloropropene	U		0.419	1.00	1	05/12/2017 15:57	WG979152
Ethylbenzene	U		0.384	1.00	1	05/12/2017 15:57	WG979152
2-Hexanone	U		3.82	10.0	1	05/12/2017 15:57	WG979152
Isopropylbenzene	U		0.326	1.00	1	05/12/2017 15:57	WG979152
2-Butanone (MEK)	U		3.93	10.0	1	05/12/2017 15:57	WG979152
Methyl Acetate	U		4.30	20.0	1	05/12/2017 15:57	WG979152
Methyl Cyclohexane	U		0.380	1.00	1	05/12/2017 15:57	WG979152
Methylene Chloride	U		1.00	5.00	1	05/12/2017 15:57	WG979152
4-Methyl-2-pentanone (MIBK)	U		2.14	10.0	1	05/12/2017 15:57	WG979152
Methyl tert-butyl ether	U		0.367	1.00	1	05/12/2017 15:57	WG979152
Naphthalene	1.69	J	1.00	5.00	1	05/12/2017 15:57	WG979152
Styrene	U		0.307	1.00	1	05/12/2017 15:57	WG979152

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 05/05/17 12:30

L907538

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result ug/l	Qualifier	MDL ug/l	RDL ug/l	Dilution	Analysis date / time	Batch
1,1,2,2-Tetrachloroethane	U		0.130	1.00	1	05/12/2017 15:57	WG979152
Tetrachloroethene	U		0.372	1.00	1	05/12/2017 15:57	WG979152
Toluene	U		0.412	1.00	1	05/12/2017 15:57	WG979152
1,2,3-Trichlorobenzene	U		0.230	1.00	1	05/12/2017 15:57	WG979152
1,2,4-Trichlorobenzene	U		0.355	1.00	1	05/12/2017 15:57	WG979152
1,1,1-Trichloroethane	U		0.319	1.00	1	05/12/2017 15:57	WG979152
1,1,2-Trichloroethane	U		0.383	1.00	1	05/12/2017 15:57	WG979152
Trichloroethene	U		0.398	1.00	1	05/12/2017 15:57	WG979152
Trichlorofluoromethane	U		1.20	5.00	1	05/12/2017 15:57	WG979152
1,1,2-Trichlorotrifluoroethane	U		0.303	1.00	1	05/12/2017 15:57	WG979152
Vinyl chloride	U		0.259	1.00	1	05/12/2017 15:57	WG979152
o-Xylene	U		0.341	1.00	1	05/12/2017 15:57	WG979152
m&p-Xylenes	U		0.719	2.00	1	05/12/2017 15:57	WG979152
n-Butylbenzene	U		0.361	1.00	1	05/12/2017 15:57	WG979152
sec-Butylbenzene	U		0.365	1.00	1	05/12/2017 15:57	WG979152
tert-Butylbenzene	U		0.399	1.00	1	05/12/2017 15:57	WG979152
1,2,4-Trimethylbenzene	U		0.373	1.00	1	05/12/2017 15:57	WG979152
1,3,5-Trimethylbenzene	U		0.387	1.00	1	05/12/2017 15:57	WG979152
n-Propylbenzene	U		0.349	1.00	1	05/12/2017 15:57	WG979152
p-Isopropyltoluene	U		0.350	1.00	1	05/12/2017 15:57	WG979152
(S) Toluene-d8	101			80.0-120		05/12/2017 15:57	WG979152
(S) Dibromofluoromethane	95.5			76.0-123		05/12/2017 15:57	WG979152
(S) a,a,a-Trifluorotoluene	108			80.0-120		05/12/2017 15:57	WG979152
(S) 4-Bromofluorobenzene	101			80.0-120		05/12/2017 15:57	WG979152

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result ug/l	Qualifier	MDL ug/l	RDL ug/l	Dilution	Analysis date / time	Batch
Anthracene	0.224		0.0420	0.150	3	05/10/2017 09:24	WG977606
Acenaphthene	0.251		0.0300	0.150	3	05/10/2017 09:24	WG977606
Acenaphthylene	0.0732	J	0.0360	0.150	3	05/10/2017 09:24	WG977606
Benzo(a)anthracene	0.205		0.0123	0.150	3	05/10/2017 09:24	WG977606
Benzo(a)pyrene	0.241		0.0348	0.150	3	05/10/2017 09:24	WG977606
Benzo(b)fluoranthene	0.359		0.00636	0.150	3	05/10/2017 09:24	WG977606
Benzo(g,h,i)perylene	0.384		0.00681	0.150	3	05/10/2017 09:24	WG977606
Benzo(k)fluoranthene	0.136	J	0.0408	0.150	3	05/10/2017 09:24	WG977606
Chrysene	0.213		0.0324	0.150	3	05/10/2017 09:24	WG977606
Dibenz(a,h)anthracene	U		0.0119	0.150	3	05/10/2017 09:24	WG977606
Fluoranthene	0.499		0.0471	0.150	3	05/10/2017 09:24	WG977606
Fluorene	0.197		0.0255	0.150	3	05/10/2017 09:24	WG977606
Indeno(1,2,3-cd)pyrene	0.238		0.0444	0.150	3	05/10/2017 09:24	WG977606
Naphthalene	1.55		0.0594	0.750	3	05/10/2017 09:24	WG977606
Phenanthrene	0.579		0.0246	0.150	3	05/10/2017 09:24	WG977606
Pyrene	0.540		0.0351	0.150	3	05/10/2017 09:24	WG977606
(S) Nitrobenzene-d5	79.2			31.0-160		05/10/2017 09:24	WG977606
(S) 2-Fluorobiphenyl	68.4			48.0-148		05/10/2017 09:24	WG977606
(S) p-Terphenyl-d14	24.8	J2		37.0-146		05/10/2017 09:24	WG977606



Method Blank (MB)

(MB) R3216809-1 05/09/17 15:04

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	%		%	%
Total Solids	0.00100			

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

L907428-06 Original Sample (OS) • Duplicate (DUP)

(OS) L907428-06 05/09/17 15:04 • (DUP) R3216809-3 05/09/17 15:04

Analyte	Original Result	DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits
	%	%		%		%
Total Solids	89.1	88.2	1	0.958		5

⁷ Gl

⁸ Al

Laboratory Control Sample (LCS)

(LCS) R3216809-2 05/09/17 15:04

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
	%	%	%	%	
Total Solids	50.0	50.0	99.9	85.0-115	

⁹ Sc



Method Blank (MB)

(MB) R3216808-1 05/09/17 14:51

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	%		%	%
Total Solids	0.000900			

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc

L907541-03 Original Sample (OS) • Duplicate (DUP)

(OS) L907541-03 05/09/17 14:51 • (DUP) R3216808-3 05/09/17 14:51

Analyte	Original Result	DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits
	%	%		%		%
Total Solids	82.9	81.6	1	1.53		5

Laboratory Control Sample (LCS)

(LCS) R3216808-2 05/09/17 14:51

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
	%	%	%	%	
Total Solids	50.0	49.9	99.9	85.0-115	



Method Blank (MB)

(MB) R3216883-1 05/10/17 09:50

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
Mercury,Dissolved	U		0.0490	0.200

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3216883-2 05/10/17 09:53 • (LCSD) R3216883-3 05/10/17 09:55

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
Mercury,Dissolved	3.00	2.51	2.52	84	84	80-120			0	20

L907584-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907584-01 05/10/17 09:57 • (MS) R3216883-4 05/10/17 10:04 • (MSD) R3216883-5 05/10/17 10:06

Analyte	Spike Amount	Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
Mercury,Dissolved	3.00	ND	2.58	2.51	86	84	1	75-125			3	20

⁷ Gl

⁸ Al

⁹ Sc



Method Blank (MB)

(MB) R3216984-2 05/10/17 12:42

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
Mercury	U		2.80	20.0

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3216984-6 05/10/17 13:06 • (LCSD) R3216984-3 05/10/17 12:47

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
Mercury	300	258	265	86	88	80-120			3	20

L907628-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907628-01 05/10/17 12:49 • (MS) R3216984-4 05/10/17 12:52 • (MSD) R3216984-5 05/10/17 12:55

Analyte	Spike Amount	Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
Mercury	300	ND	296	284	94	90	1	75-125			4	20

⁷ Gl

⁸ Al

⁹ Sc



Method Blank (MB)

(MB) R3217125-1 05/10/17 15:21

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
Mercury	U		2.80	20.0

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217125-2 05/10/17 15:24 • (LCSD) R3217125-3 05/10/17 15:27

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
Mercury	300	332	301	111	100	80-120			10	20

⁷Gl

⁸Al

L907538-10 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907538-10 05/10/17 15:29 • (MS) R3217125-4 05/10/17 15:32 • (MSD) R3217125-5 05/10/17 15:34

Analyte	Spike Amount (dry)	Original Result (dry)	MS Result (dry)	MSD Result (dry)	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
Mercury	310	9.24	315	360	99	113	1	75-125			13	20

⁹Sc



Method Blank (MB)

(MB) R3216625-1 05/09/17 15:07

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	ug/l		ug/l	ug/l
Arsenic,Dissolved	U		6.50	10.0
Barium,Dissolved	U		1.70	5.00
Cadmium,Dissolved	U		0.700	2.00
Chromium,Dissolved	U		1.40	10.0
Lead,Dissolved	U		1.90	5.00
Selenium,Dissolved	U		7.40	10.0
Silver,Dissolved	U		2.80	5.00

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3216625-2 05/09/17 15:09 • (LCSD) R3216625-3 05/09/17 15:14

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	ug/l	ug/l	ug/l	%	%	%			%	%
Arsenic,Dissolved	1000	989	991	99	99	80-120			0	20
Barium,Dissolved	1000	1030	1020	103	102	80-120			1	20
Cadmium,Dissolved	1000	998	994	100	99	80-120			0	20
Chromium,Dissolved	1000	1000	998	100	100	80-120			0	20
Lead,Dissolved	1000	1000	998	100	100	80-120			1	20
Selenium,Dissolved	1000	1010	1000	101	100	80-120			1	20
Silver,Dissolved	200	192	192	96	96	80-120			0	20

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc

L907308-08 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907308-08 05/09/17 15:17 • (MS) R3216625-5 05/09/17 15:23 • (MSD) R3216625-6 05/09/17 15:25

Analyte	Spike Amount	Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
	ug/l	ug/l	ug/l	ug/l	%	%		%			%	%
Arsenic,Dissolved	1000	77.0	1100	1100	103	103	1	75-125			0	20
Barium,Dissolved	1000	34.5	1040	1040	101	100	1	75-125			1	20
Cadmium,Dissolved	1000	1.70	1020	1020	102	102	1	75-125			1	20
Chromium,Dissolved	1000	U	983	975	98	97	1	75-125			1	20
Lead,Dissolved	1000	U	1000	994	100	99	1	75-125			1	20
Selenium,Dissolved	1000	9.64	1070	1060	106	105	1	75-125			1	20
Silver,Dissolved	200	U	196	195	98	97	1	75-125			1	20



Method Blank (MB)

(MB) R3217175-1 05/10/17 19:55

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	ug/kg		ug/kg	ug/kg
Arsenic	U		650	2000
Barium	U		170	500
Cadmium	U		70.0	500
Chromium	U		140	1000
Lead	U		190	500
Selenium	U		740	2000
Silver	U		280	1000

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217175-2 05/10/17 19:58 • (LCSD) R3217175-3 05/10/17 20:00

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	ug/kg	ug/kg	ug/kg	%	%	%			%	%
Arsenic	100000	102000	101000	102	101	80-120			1	20
Barium	100000	107000	106000	107	106	80-120			1	20
Cadmium	100000	101000	101000	101	101	80-120			1	20
Chromium	100000	105000	104000	105	104	80-120			1	20
Lead	100000	104000	103000	104	103	80-120			1	20
Selenium	100000	102000	101000	102	101	80-120			1	20
Silver	20000	20000	19600	100	98	80-120			2	20

L907554-21 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907554-21 05/10/17 20:03 • (MS) R3217175-6 05/10/17 20:11 • (MSD) R3217175-7 05/10/17 20:14

Analyte	Spike Amount	Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
	ug/kg	ug/kg	ug/kg	ug/kg	%	%		%			%	%
Arsenic	100000	7520	103000	107000	95	99	1	75-125			4	20
Barium	100000	113000	217000	226000	104	113	1	75-125			4	20
Cadmium	100000	ND	95500	99400	95	99	1	75-125			4	20
Chromium	100000	13200	111000	115000	97	102	1	75-125			4	20
Lead	100000	1330000	1540000	1590000	212	268	1	75-125	V	V	4	20
Selenium	100000	ND	93800	98000	94	98	1	75-125			4	20
Silver	20000	ND	18800	19500	94	98	1	75-125			4	20



Method Blank (MB)

(MB) R3218119-3 05/12/17 11:52

Analyte	MB Result ug/l	MB Qualifier	MB MDL ug/l	MB RDL ug/l
Acetone	U		10.0	50.0
Benzene	U		0.331	1.00
Bromodichloromethane	U		0.380	1.00
Bromochloromethane	U		0.520	1.00
Bromoform	U		0.469	1.00
Bromomethane	U		0.866	5.00
n-Butylbenzene	U		0.361	1.00
sec-Butylbenzene	U		0.365	1.00
tert-Butylbenzene	U		0.399	1.00
Carbon disulfide	U		0.275	1.00
Carbon tetrachloride	U		0.379	1.00
Chlorobenzene	U		0.348	1.00
Chlorodibromomethane	U		0.327	1.00
Chloroethane	U		0.453	5.00
Chloroform	U		0.324	5.00
Chloromethane	U		0.276	2.50
Cyclohexane	U		0.390	1.00
1,2-Dibromo-3-Chloropropane	U		1.33	5.00
1,2-Dibromoethane	U		0.381	1.00
1,2-Dichlorobenzene	U		0.349	1.00
1,3-Dichlorobenzene	U		0.220	1.00
1,4-Dichlorobenzene	U		0.274	1.00
Dichlorodifluoromethane	U		0.551	5.00
1,1-Dichloroethane	U		0.259	1.00
1,2-Dichloroethane	U		0.361	1.00
1,1-Dichloroethene	U		0.398	1.00
cis-1,2-Dichloroethene	U		0.260	1.00
trans-1,2-Dichloroethene	U		0.396	1.00
1,2-Dichloropropane	U		0.306	1.00
cis-1,3-Dichloropropene	U		0.418	1.00
trans-1,3-Dichloropropene	U		0.419	1.00
Ethylbenzene	U		0.384	1.00
2-Hexanone	U		3.82	10.0
Isopropylbenzene	U		0.326	1.00
p-Isopropyltoluene	U		0.350	1.00
2-Butanone (MEK)	U		3.93	10.0
Methyl Acetate	U		4.30	20.0
Methyl Cyclohexane	U		0.380	1.00
Methylene Chloride	U		1.00	5.00
4-Methyl-2-pentanone (MIBK)	U		2.14	10.0

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc



Method Blank (MB)

(MB) R3218119-3 05/12/17 11:52

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	ug/l		ug/l	ug/l
Methyl tert-butyl ether	U		0.367	1.00
n-Propylbenzene	U		0.349	1.00
Naphthalene	U		1.00	5.00
Styrene	U		0.307	1.00
1,1,2,2-Tetrachloroethane	U		0.130	1.00
Tetrachloroethene	U		0.372	1.00
1,1,2-Trichlorotrifluoroethane	U		0.303	1.00
1,2,3-Trichlorobenzene	U		0.230	1.00
1,2,4-Trichlorobenzene	U		0.355	1.00
1,1,1-Trichloroethane	U		0.319	1.00
Toluene	U		0.412	1.00
1,1,2-Trichloroethane	U		0.383	1.00
Trichloroethene	U		0.398	1.00
Trichlorofluoromethane	U		1.20	5.00
1,2,4-Trimethylbenzene	U		0.373	1.00
1,3,5-Trimethylbenzene	U		0.387	1.00
Vinyl chloride	U		0.259	1.00
o-Xylene	U		0.341	1.00
m&p-Xylenes	U		0.719	2.00
(S) Toluene-d8	101			80.0-120
(S) Dibromofluoromethane	94.5			76.0-123
(S) a,a,a-Trifluorotoluene	109			80.0-120
(S) 4-Bromofluorobenzene	103			80.0-120

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3218119-1 05/12/17 10:54 • (LCSD) R3218119-2 05/12/17 11:26

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	ug/l	ug/l	ug/l	%	%	%			%	%
Acetone	125	141	124	112	99.2	10.0-160			12.5	23
Benzene	25.0	21.1	20.1	84.5	80.3	69.0-123			5.06	20
Bromodichloromethane	25.0	22.3	21.3	89.2	85.0	76.0-120			4.85	20
Bromochloromethane	25.0	23.5	22.4	94.0	89.6	76.0-122			4.70	20
Bromoform	25.0	24.1	23.4	96.6	93.4	67.0-132			3.27	20
Bromomethane	25.0	36.1	32.5	144	130	18.0-160			10.5	20
n-Butylbenzene	25.0	25.5	23.0	102	91.9	72.0-126			10.3	20
sec-Butylbenzene	25.0	30.2	27.9	121	111	74.0-121			8.11	20
tert-Butylbenzene	25.0	27.4	25.8	110	103	75.0-122			6.28	20
Carbon disulfide	25.0	24.0	21.5	96.0	85.8	55.0-127			11.2	20



Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3218119-1 05/12/17 10:54 • (LCSD) R3218119-2 05/12/17 11:26

Analyte	Spike Amount ug/l	LCS Result ug/l	LCSD Result ug/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Carbon tetrachloride	25.0	25.8	23.0	103	91.8	63.0-122			11.8	20
Chlorobenzene	25.0	23.0	22.0	92.2	88.0	79.0-121			4.67	20
Chlorodibromomethane	25.0	23.9	22.8	95.5	91.3	75.0-125			4.52	20
Chloroethane	25.0	28.0	27.1	112	108	47.0-152			3.39	20
Chloroform	25.0	22.4	21.2	89.8	84.6	72.0-121			5.93	20
Chloromethane	25.0	22.9	20.9	91.7	83.7	48.0-139			9.18	20
Cyclohexane	25.0	25.5	21.9	102	87.8	70.0-130			14.8	20
1,2-Dibromo-3-Chloropropane	25.0	24.6	23.3	98.5	93.3	64.0-127			5.45	20
1,2-Dibromoethane	25.0	22.4	21.5	89.4	86.0	77.0-123			3.86	20
1,2-Dichlorobenzene	25.0	23.3	22.1	93.0	88.5	80.0-120			5.00	20
1,3-Dichlorobenzene	25.0	28.1	26.9	112	108	72.0-123			4.51	20
1,4-Dichlorobenzene	25.0	22.4	21.1	89.6	84.5	77.0-120			5.90	20
Dichlorodifluoromethane	25.0	26.8	22.4	107	89.4	49.0-155			18.1	20
1,1-Dichloroethane	25.0	22.1	20.8	88.3	83.0	70.0-126			6.10	20
1,2-Dichloroethane	25.0	21.1	20.3	84.4	81.2	67.0-126			3.75	20
1,1-Dichloroethene	25.0	25.5	22.7	102	90.6	64.0-129			11.6	20
cis-1,2-Dichloroethene	25.0	22.9	21.8	91.5	87.1	73.0-120			4.88	20
trans-1,2-Dichloroethene	25.0	24.8	22.7	99.4	91.0	71.0-121			8.86	20
1,2-Dichloropropane	25.0	21.1	20.1	84.6	80.4	75.0-125			4.99	20
cis-1,3-Dichloropropene	25.0	22.4	21.3	89.7	85.0	79.0-123			5.40	20
trans-1,3-Dichloropropene	25.0	20.7	20.2	82.9	80.8	74.0-127			2.56	20
Ethylbenzene	25.0	24.2	22.6	96.9	90.5	77.0-120			6.88	20
2-Hexanone	125	116	108	92.9	86.3	58.0-147			7.33	20
Isopropylbenzene	25.0	25.4	23.6	102	94.2	75.0-120			7.46	20
p-Isopropyltoluene	25.0	30.8	28.4	123	114	74.0-126			7.83	20
2-Butanone (MEK)	125	113	102	90.3	82.0	37.0-158			9.67	20
Methyl Acetate	125	102	98.0	81.2	78.4	70.0-130			3.52	20
Methyl Cyclohexane	25.0	26.1	22.4	104	89.4	70.0-130			15.5	20
Methylene Chloride	25.0	22.7	21.5	90.6	86.1	66.0-121			5.16	20
4-Methyl-2-pentanone (MIBK)	125	112	107	89.3	85.2	59.0-143			4.63	20
Methyl tert-butyl ether	25.0	22.7	21.5	90.7	85.9	64.0-123			5.50	20
Naphthalene	25.0	23.3	22.0	93.2	87.9	62.0-128			5.82	20
n-Propylbenzene	25.0	24.4	22.7	97.4	90.7	79.0-120			7.13	20
Styrene	25.0	23.6	22.6	94.4	90.4	78.0-124			4.30	20
1,1,2,2-Tetrachloroethane	25.0	22.9	22.3	91.6	89.2	71.0-122			2.68	20
Tetrachloroethene	25.0	25.7	23.7	103	94.9	70.0-127			7.96	20
1,1,2-Trichlorotrifluoroethane	25.0	27.5	23.6	110	94.3	61.0-136			15.3	20
Toluene	25.0	22.2	20.9	88.6	83.6	77.0-120			5.82	20
1,2,3-Trichlorobenzene	25.0	23.0	21.8	91.9	87.2	61.0-133			5.26	20
1,2,4-Trichlorobenzene	25.0	24.2	22.8	96.8	91.0	69.0-129			6.16	20

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc



Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3218119-1 05/12/17 10:54 • (LCSD) R3218119-2 05/12/17 11:26

Analyte	Spike Amount ug/l	LCS Result ug/l	LCSD Result ug/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	<u>LCS Qualifier</u>	<u>LCSD Qualifier</u>	RPD %	RPD Limits %
1,1,1-Trichloroethane	25.0	25.2	22.8	101	91.1	68.0-122			10.3	20
1,1,2-Trichloroethane	25.0	22.2	21.6	89.0	86.4	78.0-120			2.98	20
Trichloroethene	25.0	24.3	23.0	97.3	91.8	78.0-120			5.79	20
Trichlorofluoromethane	25.0	29.2	26.8	117	107	56.0-137			8.51	20
1,2,4-Trimethylbenzene	25.0	27.4	25.9	110	103	75.0-120			5.87	20
1,3,5-Trimethylbenzene	25.0	25.2	23.9	101	95.5	75.0-120			5.56	20
Vinyl chloride	25.0	27.6	24.3	110	97.4	64.0-133			12.6	20
o-Xylene	25.0	24.7	23.1	98.6	92.5	78.0-120			6.35	20
m&p-Xylenes	50.0	48.2	45.3	96.4	90.5	77.0-120			6.28	20
<i>(S) Toluene-d8</i>				101	100	80.0-120				
<i>(S) Dibromofluoromethane</i>				98.8	98.6	76.0-123				
<i>(S) a,a,a-Trifluorotoluene</i>				107	107	80.0-120				
<i>(S) 4-Bromofluorobenzene</i>				98.3	99.7	80.0-120				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Method Blank (MB)

(MB) R3217844-1 05/12/17 12:10

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	ug/kg		ug/kg	ug/kg
Acetone	U		10.0	50.0
Benzene	U		0.270	1.00
Bromodichloromethane	U		0.254	1.00
Bromochloromethane	U		0.390	1.00
Bromoform	U		0.424	1.00
Bromomethane	U		1.34	5.00
n-Butylbenzene	U		0.258	1.00
sec-Butylbenzene	U		0.201	1.00
tert-Butylbenzene	U		0.206	1.00
Carbon disulfide	U		0.221	1.00
Carbon tetrachloride	U		0.328	1.00
Chlorobenzene	U		0.212	1.00
Chlorodibromomethane	U		0.373	1.00
Chloroethane	U		0.946	5.00
Chloroform	U		0.229	5.00
Chloromethane	U		0.375	2.50
Cyclohexane	U		0.350	1.00
1,2-Dibromo-3-Chloropropane	U		1.05	5.00
1,2-Dibromoethane	U		0.343	1.00
1,2-Dichlorobenzene	U		0.305	1.00
1,3-Dichlorobenzene	U		0.239	1.00
1,4-Dichlorobenzene	U		0.226	1.00
Dichlorodifluoromethane	U		0.713	5.00
1,1-Dichloroethane	U		0.199	1.00
1,2-Dichloroethane	U		0.265	1.00
1,1-Dichloroethene	U		0.303	1.00
cis-1,2-Dichloroethene	U		0.235	1.00
trans-1,2-Dichloroethene	U		0.264	1.00
1,2-Dichloropropane	U		0.358	1.00
cis-1,3-Dichloropropene	U		0.262	1.00
trans-1,3-Dichloropropene	U		0.267	1.00
Ethylbenzene	U		0.297	1.00
2-Hexanone	U		1.37	10.0
Isopropylbenzene	U		0.243	10.0
p-Isopropyltoluene	U		0.204	1.00
2-Butanone (MEK)	U		4.68	10.0
Methyl Acetate	U		6.10	20.0
Methyl Cyclohexane	U		0.380	1.00
Methylene Chloride	U		1.00	5.00
4-Methyl-2-pentanone (MIBK)	U		1.88	10.0

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc



Method Blank (MB)

(MB) R3217844-1 05/12/17 12:10

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	ug/kg		ug/kg	ug/kg
Methyl tert-butyl ether	U		0.212	1.00
Naphthalene	U		1.00	5.00
n-Propylbenzene	U		0.206	1.00
Styrene	U		0.234	1.00
1,1,2-Tetrachloroethane	U		0.365	1.00
Tetrachloroethene	U		0.276	1.00
Toluene	U		0.434	5.00
1,1,2-Trichlorotrifluoroethane	U		0.365	1.00
1,2,3-Trichlorobenzene	U		0.306	1.00
1,2,4-Trichlorobenzene	U		0.388	1.00
1,1,1-Trichloroethane	U		0.286	1.00
1,1,2-Trichloroethane	U		0.277	1.00
Trichloroethene	U		0.279	1.00
Trichlorofluoromethane	U		0.382	5.00
1,2,4-Trimethylbenzene	U		0.211	1.00
1,3,5-Trimethylbenzene	U		0.266	1.00
Vinyl chloride	U		0.291	1.00
o-Xylene	U		0.366	1.00
m&p-Xylenes	U		0.332	2.00
(S) Toluene-d8	105			80.0-120
(S) Dibromofluoromethane	89.1			74.0-131
(S) a,a,a-Trifluorotoluene	107			80.0-120
(S) 4-Bromofluorobenzene	97.1			64.0-132

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217844-2 05/12/17 12:49 • (LCSD) R3217844-3 05/12/17 13:09

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	ug/kg	ug/kg	ug/kg	%	%	%			%	%
Acetone	125	120	118	95.9	94.4	11.0-160			1.58	23
Benzene	25.0	20.9	21.7	83.6	86.7	71.0-124			3.64	20
Bromodichloromethane	25.0	22.8	23.7	91.3	94.7	75.0-120			3.64	20
Bromochloromethane	25.0	23.6	24.2	94.3	96.7	80.0-121			2.51	20
Bromoform	25.0	30.6	31.0	122	124	65.0-133			1.37	20
Bromomethane	25.0	23.2	23.6	92.7	94.5	26.0-160			2.01	20
n-Butylbenzene	25.0	24.8	24.6	99.1	98.5	73.0-126			0.660	20
sec-Butylbenzene	25.0	26.3	26.9	105	108	75.0-121			2.25	20
tert-Butylbenzene	25.0	26.4	27.0	106	108	74.0-122			2.30	20
Carbon disulfide	25.0	19.0	19.9	75.9	79.4	53.0-130			4.48	20



Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217844-2 05/12/17 12:49 • (LCSD) R3217844-3 05/12/17 13:09

Analyte	Spike Amount ug/kg	LCS Result ug/kg	LCSD Result ug/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Carbon tetrachloride	25.0	20.5	21.9	81.8	87.6	66.0-123			6.80	20
Chlorobenzene	25.0	28.1	28.7	112	115	79.0-121			2.20	20
Chlorodibromomethane	25.0	28.8	30.4	115	121	74.0-128			5.41	20
Chloroethane	25.0	20.0	20.2	79.9	80.7	51.0-147			0.970	20
Chloroform	25.0	20.6	21.2	82.3	84.9	73.0-123			3.09	20
Chloromethane	25.0	19.0	18.2	76.0	72.8	51.0-138			4.19	20
Cyclohexane	25.0	19.4	19.8	77.7	79.2	70.0-130			1.90	20
1,2-Dibromo-3-Chloropropane	25.0	23.0	22.4	92.0	89.8	65.0-126			2.49	20
1,2-Dibromoethane	25.0	26.8	27.5	107	110	78.0-122			2.77	20
1,2-Dichlorobenzene	25.0	25.6	26.3	102	105	80.0-120			2.82	20
1,3-Dichlorobenzene	25.0	26.6	27.7	106	111	72.0-123			4.13	20
1,4-Dichlorobenzene	25.0	25.3	26.4	101	106	77.0-120			4.46	20
Dichlorodifluoromethane	25.0	13.0	13.4	51.9	53.5	49.0-155			2.99	20
1,1-Dichloroethane	25.0	20.0	20.9	80.1	83.5	70.0-128			4.13	20
1,2-Dichloroethane	25.0	18.6	20.3	74.5	81.1	69.0-128			8.48	20
1,1-Dichloroethene	25.0	19.6	20.1	78.4	80.5	63.0-131			2.67	20
cis-1,2-Dichloroethene	25.0	21.4	22.3	85.6	89.1	74.0-123			4.07	20
trans-1,2-Dichloroethene	25.0	22.2	21.7	88.7	86.6	72.0-122			2.38	20
1,2-Dichloropropane	25.0	23.6	23.5	94.4	94.1	75.0-126			0.310	20
cis-1,3-Dichloropropene	25.0	24.2	25.9	96.7	104	80.0-125			7.02	20
trans-1,3-Dichloropropene	25.0	25.6	27.5	102	110	75.0-129			7.17	20
Ethylbenzene	25.0	28.8	29.7	115	119	77.0-120			3.07	20
2-Hexanone	125	154	159	123	128	61.0-143			3.70	20
Isopropylbenzene	25.0	26.9	27.6	108	111	75.0-120			2.60	20
p-Isopropyltoluene	25.0	26.6	26.6	106	106	74.0-125			0.0200	20
2-Butanone (MEK)	125	120	125	96.2	99.6	37.0-159			3.50	20
Methyl Acetate	125	99.3	94.1	79.4	75.3	70.0-130			5.41	21.3
Methyl Cyclohexane	25.0	21.4	22.2	85.6	88.8	70.0-130			3.64	21.3
Methylene Chloride	25.0	21.2	20.8	84.6	83.1	67.0-123			1.76	20
4-Methyl-2-pentanone (MIBK)	125	127	130	101	104	60.0-144			2.47	20
Methyl tert-butyl ether	25.0	18.9	18.1	75.7	72.2	66.0-125			4.69	20
Naphthalene	25.0	21.5	22.0	86.1	88.1	64.0-125			2.28	20
n-Propylbenzene	25.0	25.9	26.3	104	105	78.0-120			1.50	20
Styrene	25.0	27.5	26.4	110	106	78.0-124			3.87	20
1,1,2,2-Tetrachloroethane	25.0	24.3	25.5	97.4	102	73.0-120			4.47	20
Tetrachloroethene	25.0	29.4	30.9	117	124	70.0-127			5.19	20
Toluene	25.0	24.1	24.8	96.4	99.1	77.0-120			2.73	20
1,1,2-Trichlorotrifluoroethane	25.0	17.8	18.7	71.2	75.0	64.0-135			5.11	20
1,2,3-Trichlorobenzene	25.0	22.4	23.0	89.5	92.1	68.0-126			2.87	20
1,2,4-Trichlorobenzene	25.0	25.2	25.6	101	102	70.0-127			1.25	20

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc



Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217844-2 05/12/17 12:49 • (LCSD) R3217844-3 05/12/17 13:09

Analyte	Spike Amount ug/kg	LCS Result ug/kg	LCSD Result ug/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
1,1,1-Trichloroethane	25.0	20.4	21.4	81.7	85.6	69.0-125			4.63	20
1,1,2-Trichloroethane	25.0	26.5	27.8	106	111	78.0-120			5.00	20
Trichloroethene	25.0	24.9	26.2	99.7	105	79.0-120			4.97	20
Trichlorofluoromethane	25.0	19.4	20.4	77.8	81.6	59.0-136			4.78	20
1,2,4-Trimethylbenzene	25.0	25.5	25.6	102	102	75.0-120			0.580	20
1,3,5-Trimethylbenzene	25.0	26.0	26.5	104	106	75.0-120			2.01	20
Vinyl chloride	25.0	20.6	21.2	82.5	85.0	63.0-134			2.93	20
o-Xylene	25.0	28.3	29.5	113	118	77.0-120			4.30	20
m&p-Xylenes	50.0	56.2	58.5	112	117	77.0-120			3.94	20
(S) Toluene-d8				106	106	80.0-120				
(S) Dibromofluoromethane				86.9	91.0	74.0-131				
(S) a,a,a-Trifluorotoluene				108	108	80.0-120				
(S) 4-Bromofluorobenzene				97.1	95.0	64.0-132				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

L907538-05 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907538-05 05/12/17 16:13 • (MS) R3217844-4 05/12/17 13:55 • (MSD) R3217844-5 05/12/17 14:15

Analyte	Spike Amount (dry) ug/kg	Original Result (dry) ug/kg	MS Result (dry) ug/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Acetone	139	17.8	125	98.7	89.8	70.8	1	10.0-160			23.6	36
Benzene	27.9	U	20.0	19.6	71.6	70.4	1	13.0-146			1.73	27
Bromodichloromethane	27.9	U	20.7	21.4	74.3	76.6	1	15.0-142			3.12	28
Bromochloromethane	27.9	U	24.8	25.1	88.9	89.9	1	24.0-146			1.11	27
Bromoform	27.9	U	24.0	22.5	86.3	80.9	1	10.0-147			6.47	31
Bromomethane	27.9	U	24.7	27.7	88.6	99.4	1	10.0-160			11.5	32
n-Butylbenzene	27.9	U	14.4	11.1	51.8	39.9	1	10.0-154			25.9	37
sec-Butylbenzene	27.9	U	13.3	12.0	47.8	43.0	1	10.0-151			10.6	36
tert-Butylbenzene	27.9	U	13.2	11.8	47.4	42.3	1	10.0-152			11.3	35
Carbon disulfide	27.9	1.13	25.6	26.3	91.7	94.3	1	10.0-141			2.73	30
Carbon tetrachloride	27.9	U	21.7	22.7	77.8	81.3	1	13.0-140			4.39	30
Chlorobenzene	27.9	U	19.7	17.8	70.7	64.0	1	10.0-149			10.0	31
Chlorodibromomethane	27.9	U	25.4	23.6	91.0	84.6	1	12.0-147			7.22	29
Chloroethane	27.9	U	26.3	28.1	94.4	101	1	10.0-159			6.76	33
Chloroform	27.9	U	22.5	22.0	80.7	79.0	1	18.0-148			2.13	28
Chloromethane	27.9	U	27.5	30.8	98.7	110	1	10.0-146			11.3	29
Cyclohexane	27.9	U	21.5	21.2	77.0	76.2	1	70.0-130			0.960	24.6
1,2-Dibromo-3-Chloropropane	27.9	U	34.4	26.7	123	95.9	1	10.0-149			25.0	34
1,2-Dibromoethane	27.9	U	26.6	25.2	95.6	90.2	1	14.0-145			5.73	28
1,2-Dichlorobenzene	27.9	U	16.6	12.5	59.5	44.7	1	10.0-153			28.4	34



L907538-05 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907538-05 05/12/17 16:13 • (MS) R3217844-4 05/12/17 13:55 • (MSD) R3217844-5 05/12/17 14:15

Analyte	Spike Amount (dry) ug/kg	Original Result (dry) ug/kg	MS Result (dry) ug/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
1,3-Dichlorobenzene	27.9	U	12.5	11.0	44.9	39.3	1	10.0-150			13.2	35
1,4-Dichlorobenzene	27.9	U	16.2	12.0	58.1	43.2	1	10.0-148			29.4	34
Dichlorodifluoromethane	27.9	U	31.3	36.8	112	132	1	10.0-160			16.2	30
1,1-Dichloroethane	27.9	U	24.1	22.6	86.3	81.2	1	19.0-148			6.05	28
1,2-Dichloroethane	27.9	U	20.9	20.6	74.9	74.0	1	17.0-147			1.23	27
1,1-Dichloroethene	27.9	U	26.9	28.9	96.4	104	1	10.0-150			7.44	31
cis-1,2-Dichloroethene	27.9	U	24.0	24.6	86.1	88.2	1	16.0-145			2.41	28
trans-1,2-Dichloroethene	27.9	U	26.9	25.9	96.5	92.8	1	11.0-142			3.89	29
1,2-Dichloropropane	27.9	U	23.8	22.0	85.3	79.0	1	17.0-148			7.74	28
cis-1,3-Dichloropropene	27.9	U	25.0	23.6	89.7	84.8	1	13.0-150			5.61	28
trans-1,3-Dichloropropene	27.9	U	24.7	23.8	88.8	85.3	1	10.0-152			3.92	29
Ethylbenzene	27.9	U	18.8	16.2	67.6	58.3	1	10.0-147			14.8	31
2-Hexanone	139	U	234	229	168	165	1	12.0-158	J5	J5	2.17	30
Isopropylbenzene	27.9	U	14.9	13.5	53.4	48.5	1	10.0-147			9.75	33
p-Isopropyltoluene	27.9	U	12.8	11.8	46.0	42.3	1	10.0-156			8.35	37
2-Butanone (MEK)	139	6.30	186	165	133	118	1	10.0-160			12.2	33
Methyl Acetate	139	U	187	157	134	113	1	70.0-130	J5		17.6	28.3
Methyl Cyclohexane	27.9	U	19.2	18.7	69.0	67.1	1	70.0-130	J6	J6	2.71	28.3
Methylene Chloride	27.9	U	24.9	23.2	89.4	83.4	1	16.0-139			7.06	29
4-Methyl-2-pentanone (MIBK)	139	U	213	218	153	156	1	12.0-160			2.51	32
Methyl tert-butyl ether	27.9	U	24.2	22.7	86.8	81.4	1	21.0-145			6.46	29
Naphthalene	27.9	U	12.2	9.86	43.6	35.4	1	10.0-153			20.9	36
n-Propylbenzene	27.9	U	13.7	12.2	49.3	43.8	1	10.0-151			11.8	34
Styrene	27.9	U	15.5	13.6	55.6	48.8	1	10.0-155			13.1	34
1,1,2,2-Tetrachloroethane	27.9	U	23.6	22.4	84.7	80.5	1	10.0-155			5.12	31
Tetrachloroethene	27.9	U	23.1	20.7	83.0	74.4	1	10.0-144			10.9	32
Toluene	27.9	U	19.5	18.1	69.9	65.0	1	10.0-144			7.35	28
1,1,2-Trichlorotrifluoroethane	27.9	U	23.2	25.9	83.2	92.9	1	10.0-153			11.0	33
1,2,3-Trichlorobenzene	27.9	U	9.01	6.65	32.3	23.9	1	10.0-153			30.1	40
1,2,4-Trichlorobenzene	27.9	U	10.5	7.53	37.5	27.0	1	10.0-156			32.6	40
1,1,1-Trichloroethane	27.9	U	23.9	25.6	85.7	91.9	1	18.0-145			7.01	29
1,1,2-Trichloroethane	27.9	U	25.6	25.0	92.0	89.6	1	12.0-151			2.68	28
Trichloroethene	27.9	U	24.6	24.6	88.1	88.4	1	11.0-148			0.380	29
Trichlorofluoromethane	27.9	U	25.3	28.5	90.8	102	1	10.0-157			11.9	34
1,2,4-Trimethylbenzene	27.9	0.546	14.0	12.1	50.1	43.5	1	10.0-151			14.0	34
1,3,5-Trimethylbenzene	27.9	0.298	14.1	12.4	50.7	44.3	1	10.0-150			13.5	33
Vinyl chloride	27.9	U	29.6	33.3	106	119	1	10.0-150			11.7	29
o-Xylene	27.9	0.360	16.9	14.9	60.5	53.6	1	10.0-143			12.0	35
m&p-Xylenes	55.7	0.680	34.5	30.1	61.9	54.0	1	10.0-144			13.7	34

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



L907538-05 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907538-05 05/12/17 16:13 • (MS) R3217844-4 05/12/17 13:55 • (MSD) R3217844-5 05/12/17 14:15

Analyte	Spike Amount (dry) ug/kg	Original Result (dry) ug/kg	MS Result (dry) ug/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
(S) Toluene-d8					104	106		80.0-120				
(S) Dibromofluoromethane					94.1	94.5		74.0-131				
(S) a,a,a-Trifluorotoluene					99.5	104		80.0-120				
(S) 4-Bromofluorobenzene					80.6	90.7		64.0-132				

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc



Method Blank (MB)

(MB) R3217079-3 05/10/17 02:07

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	ug/l		ug/l	ug/l
Anthracene	U		0.0140	0.0500
Acenaphthene	U		0.0100	0.0500
Acenaphthylene	U		0.0120	0.0500
Benzo(a)anthracene	U		0.00410	0.0500
Benzo(a)pyrene	U		0.0116	0.0500
Benzo(b)fluoranthene	U		0.00212	0.0500
Benzo(g,h,i)perylene	U		0.00227	0.0500
Benzo(k)fluoranthene	U		0.0136	0.0500
Chrysene	U		0.0108	0.0500
Dibenz(a,h)anthracene	U		0.00396	0.0500
Fluoranthene	U		0.0157	0.0500
Fluorene	U		0.00850	0.0500
Indeno(1,2,3-cd)pyrene	U		0.0148	0.0500
Naphthalene	0.0252	J	0.0198	0.250
Phenanthrene	U		0.00820	0.0500
Pyrene	U		0.0117	0.0500
(S) Nitrobenzene-d5	85.9			31.0-160
(S) 2-Fluorobiphenyl	96.0			48.0-148
(S) p-Terphenyl-d14	85.8			37.0-146

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217079-1 05/10/17 01:23 • (LCSD) R3217079-2 05/10/17 01:45

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	ug/l	ug/l	ug/l	%	%	%			%	%
Anthracene	2.00	1.74	1.96	87.2	98.1	64.0-142			11.8	20
Acenaphthene	2.00	1.73	1.89	86.7	94.5	66.0-132			8.61	20
Acenaphthylene	2.00	1.74	1.87	86.9	93.3	65.0-132			7.10	20
Benzo(a)anthracene	2.00	1.55	1.58	77.5	79.1	59.0-134			2.09	20
Benzo(a)pyrene	2.00	1.62	1.54	81.2	76.8	61.0-145			5.61	20
Benzo(b)fluoranthene	2.00	1.51	1.44	75.3	72.2	57.0-136			4.15	20
Benzo(g,h,i)perylene	2.00	1.49	1.28	74.3	63.8	54.0-140			15.3	20
Benzo(k)fluoranthene	2.00	1.73	1.66	86.4	82.9	57.0-141			4.07	20
Chrysene	2.00	1.67	1.70	83.4	85.2	63.0-140			2.18	20
Dibenz(a,h)anthracene	2.00	1.46	1.24	72.8	62.2	49.0-141			15.6	20
Fluoranthene	2.00	1.75	1.92	87.7	96.0	65.0-143			8.98	20
Fluorene	2.00	1.49	1.60	74.3	79.9	64.0-129			7.28	20
Indeno(1,2,3-cd)pyrene	2.00	1.52	1.35	76.1	67.3	53.0-141			12.2	20
Naphthalene	2.00	1.81	1.96	90.3	97.9	68.0-129			8.05	20



Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217079-1 05/10/17 01:23 • (LCSD) R3217079-2 05/10/17 01:45

Analyte	Spike Amount ug/l	LCS Result ug/l	LCSD Result ug/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	<u>LCS Qualifier</u>	<u>LCSD Qualifier</u>	RPD %	RPD Limits %
Phenanthrene	2.00	1.57	1.68	78.4	84.2	62.0-132			7.13	20
Pyrene	2.00	1.61	1.76	80.7	88.0	58.0-156			8.71	20
<i>(S) Nitrobenzene-d5</i>				87.1	89.5	31.0-160				
<i>(S) 2-Fluorobiphenyl</i>				90.2	95.7	48.0-148				
<i>(S) p-Terphenyl-d14</i>				80.9	80.9	37.0-146				

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc



Method Blank (MB)

(MB) R3217874-3 05/12/17 21:52

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	ug/kg		ug/kg	ug/kg
Anthracene	U		0.600	6.00
Acenaphthene	U		0.600	6.00
Acenaphthylene	U		0.600	6.00
Benzo(a)anthracene	U		0.600	6.00
Benzo(a)pyrene	U		0.600	6.00
Benzo(b)fluoranthene	U		0.600	6.00
Benzo(g,h,i)perylene	U		0.600	6.00
Benzo(k)fluoranthene	U		0.600	6.00
Chrysene	U		0.600	6.00
Dibenz(a,h)anthracene	U		0.600	6.00
Fluoranthene	U		0.600	6.00
Fluorene	U		0.600	6.00
Indeno(1,2,3-cd)pyrene	U		0.600	6.00
Naphthalene	U		2.00	20.0
Phenanthrene	U		0.600	6.00
Pyrene	U		0.600	6.00
1-Methylnaphthalene	U		2.00	20.0
2-Methylnaphthalene	U		2.00	20.0
2-Chloronaphthalene	U		2.00	20.0
(S) Nitrobenzene-d5	84.1			14.0-149
(S) 2-Fluorobiphenyl	83.9			34.0-125
(S) p-Terphenyl-d14	82.2			23.0-120

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217874-1 05/12/17 21:10 • (LCSD) R3217874-2 05/12/17 21:31

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	ug/kg	ug/kg	ug/kg	%	%	%			%	%
Anthracene	80.0	64.1	63.0	80.1	78.7	50.0-125			1.75	20
Acenaphthene	80.0	65.6	64.2	82.0	80.3	52.0-120			2.11	20
Acenaphthylene	80.0	65.0	63.6	81.2	79.5	51.0-120			2.17	20
Benzo(a)anthracene	80.0	63.8	62.1	79.7	77.6	46.0-121			2.70	20
Benzo(a)pyrene	80.0	60.5	57.7	75.6	72.2	42.0-121			4.64	20
Benzo(b)fluoranthene	80.0	64.6	63.8	80.7	79.7	42.0-123			1.27	20
Benzo(g,h,i)perylene	80.0	74.5	72.3	93.2	90.4	43.0-128			3.03	20
Benzo(k)fluoranthene	80.0	64.0	62.0	80.0	77.6	45.0-128			3.13	20
Chrysene	80.0	63.6	63.0	79.4	78.8	48.0-127			0.820	20
Dibenz(a,h)anthracene	80.0	71.5	69.1	89.4	86.3	43.0-132			3.49	20
Fluoranthene	80.0	67.3	66.6	84.2	83.3	49.0-129			1.10	20



Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217874-1 05/12/17 21:10 • (LCSD) R3217874-2 05/12/17 21:31

Analyte	Spike Amount ug/kg	LCS Result ug/kg	LCSD Result ug/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Fluorene	80.0	66.3	64.8	82.9	81.1	50.0-120			2.20	20
Indeno(1,2,3-cd)pyrene	80.0	73.0	70.4	91.2	88.1	44.0-131			3.52	20
Naphthalene	80.0	65.3	64.2	81.6	80.3	50.0-120			1.60	20
Phenanthrene	80.0	64.5	63.1	80.6	78.9	48.0-120			2.24	20
Pyrene	80.0	57.8	57.2	72.2	71.5	48.0-135			0.890	20
1-Methylnaphthalene	80.0	68.6	67.3	85.8	84.2	52.0-122			1.88	20
2-Methylnaphthalene	80.0	64.3	63.3	80.3	79.1	52.0-120			1.54	20
2-Chloronaphthalene	80.0	65.8	64.3	82.3	80.4	50.0-120			2.32	20
(S) Nitrobenzene-d5				83.9	83.5	14.0-149				
(S) 2-Fluorobiphenyl				84.4	80.8	34.0-125				
(S) p-Terphenyl-d14				80.1	77.3	23.0-120				

L907644-02 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907644-02 05/13/17 02:27 • (MS) R3217874-4 05/13/17 02:48 • (MSD) R3217874-5 05/13/17 03:09

Analyte	Spike Amount ug/kg	Original Result ug/kg	MS Result ug/kg	MSD Result ug/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Anthracene	80.0	ND	36.9	35.3	46.2	44.2	1	20.0-136			4.44	24
Acenaphthene	80.0	ND	39.4	38.4	49.2	48.0	1	29.0-124			2.60	20
Acenaphthylene	80.0	ND	39.8	38.9	49.8	48.6	1	35.0-120			2.43	20
Benzo(a)anthracene	80.0	ND	39.1	37.7	48.9	47.1	1	13.0-132			3.88	27
Benzo(a)pyrene	80.0	ND	39.4	38.9	49.2	48.6	1	14.0-138			1.31	27
Benzo(b)fluoranthene	80.0	ND	37.5	36.5	46.9	45.6	1	10.0-129			2.77	31
Benzo(g,h,i)perylene	80.0	ND	46.0	44.3	57.5	55.4	1	10.0-133			3.70	30
Benzo(k)fluoranthene	80.0	ND	36.2	35.3	45.2	44.2	1	15.0-131			2.30	27
Chrysene	80.0	ND	38.5	36.9	46.8	44.9	1	15.0-137			4.04	25
Dibenz(a,h)anthracene	80.0	ND	46.0	44.2	57.5	55.2	1	15.0-132			4.12	27
Fluoranthene	80.0	ND	43.7	43.2	54.6	54.0	1	13.0-139			1.20	28
Fluorene	80.0	ND	39.2	38.0	49.0	47.5	1	27.0-122			2.96	22
Indeno(1,2,3-cd)pyrene	80.0	ND	45.1	43.4	56.4	54.3	1	11.0-133			3.80	29
Naphthalene	80.0	ND	44.4	44.0	52.6	52.0	1	18.0-136			1.04	21
Phenanthrene	80.0	ND	38.1	37.0	47.6	46.3	1	15.0-133			2.90	25
Pyrene	80.0	ND	34.8	33.7	42.6	41.2	1	11.0-146			3.21	29
1-Methylnaphthalene	80.0	ND	43.7	42.6	54.6	53.2	1	24.0-137			2.57	22
2-Methylnaphthalene	80.0	ND	41.3	40.4	51.6	50.5	1	23.0-136			2.29	22
2-Chloronaphthalene	80.0	ND	40.7	39.9	50.9	49.9	1	36.0-120			1.97	20
(S) Nitrobenzene-d5					63.5	58.0		14.0-149				
(S) 2-Fluorobiphenyl					55.8	49.7		34.0-125				
(S) p-Terphenyl-d14					49.4	41.2		23.0-120				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Abbreviations and Definitions

SDG	Sample Delivery Group.
MDL	Method Detection Limit.
MDL (dry)	Method Detection Limit.
RDL (dry)	Reported Detection Limit.
RDL	Reported Detection Limit.
U	Not detected at the Reporting Limit (or MDL where applicable).
RPD	Relative Percent Difference.
(dry)	Results are reported based on the dry weight of the sample. [this will only be present on a dry report basis for soils].
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
(S)	Surrogate (Surrogate Standard) - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
Rec.	Recovery.

Qualifier Description

J	The identification of the analyte is acceptable; the reported value is an estimate.
J2	Surrogate recovery limits have been exceeded; values are outside lower control limits.
J5	The sample matrix interfered with the ability to make any accurate determination; spike value is high.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.
J7	Surrogate recovery cannot be used for control limit evaluation due to dilution.
V	The sample concentration is too high to evaluate accurate spike recoveries.

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc



ESC Lab Sciences is the only environmental laboratory accredited/certified to support your work nationwide from one location. One phone call, one point of contact, one laboratory. No other lab is as accessible or prepared to handle your needs throughout the country. Our capacity and capability from our single location laboratory is comparable to the collective totals of the network laboratories in our industry. The most significant benefit to our "one location" design is the design of our laboratory campus. The model is conducive to accelerated productivity, decreasing turn-around time, and preventing cross contamination, thus protecting sample integrity. Our focus on premium quality and prompt service allows us to be **YOUR LAB OF CHOICE**.
 * Not all certifications held by the laboratory are applicable to the results reported in the attached report.

State Accreditations

Alabama	40660	Nevada	TN-03-2002-34
Alaska	UST-080	New Hampshire	2975
Arizona	AZ0612	New Jersey–NELAP	TN002
Arkansas	88-0469	New Mexico	TN00003
California	01157CA	New York	11742
Colorado	TN00003	North Carolina	Env375
Connecticut	PH-0197	North Carolina ¹	DW21704
Florida	E87487	North Carolina ²	41
Georgia	NELAP	North Dakota	R-140
Georgia ¹	923	Ohio–VAP	CL0069
Idaho	TN00003	Oklahoma	9915
Illinois	200008	Oregon	TN200002
Indiana	C-TN-01	Pennsylvania	68-02979
Iowa	364	Rhode Island	221
Kansas	E-10277	South Carolina	84004
Kentucky ¹	90010	South Dakota	n/a
Kentucky ²	16	Tennessee ¹⁴	2006
Louisiana	AI30792	Texas	T 104704245-07-TX
Maine	TN0002	Texas ⁵	LAB0152
Maryland	324	Utah	6157585858
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	109
Minnesota	047-999-395	Washington	C1915
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	9980939910
Montana	CERT0086	Wyoming	A2LA
Nebraska	NE-OS-15-05		

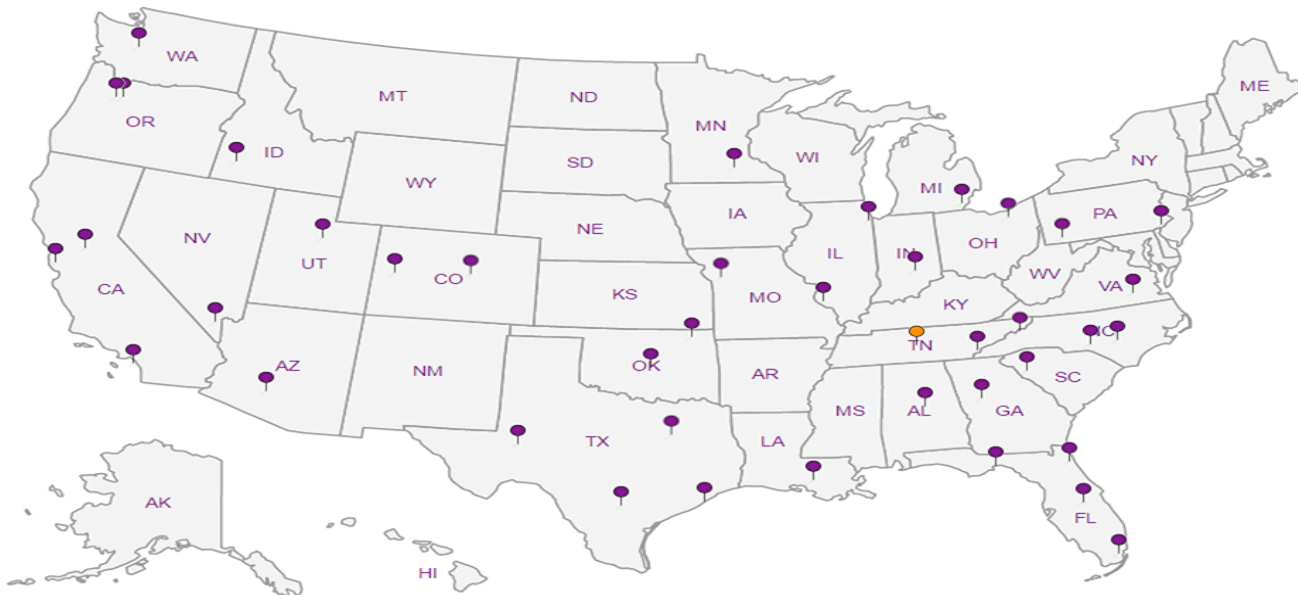
Third Party & Federal Accreditations

A2LA – ISO 17025	1461.01	AIHA-LAP,LLC	100789
A2LA – ISO 17025 ⁵	1461.02	DOD	1461.01
Canada	1461.01	USDA	S-67674
EPA–Crypto	TN00003		

¹ Drinking Water ² Underground Storage Tanks ³ Aquatic Toxicity ⁴ Chemical/Microbiological ⁵ Mold ^{n/a} Accreditation not applicable

Our Locations

ESC Lab Sciences has sixty-four client support centers that provide sample pickup and/or the delivery of sampling supplies. If you would like assistance from one of our support offices, please contact our main office. **ESC Lab Sciences performs all testing at our central laboratory.**



Lender Consulting Services - NY
 40 La Riviere Dr., Ste. 120
 Buffalo, NY 14202

Billing Information:
Accounts Payable
 40 La Riviere Dr., Ste. 120
 Buffalo, NY 14202

Report to:
Mr. Doug Reid

Email To:
 LCSBNY@esciabsiences.com, dreid@lenderconsulti

Chain of Custody Page ___ of ___

ESC
 L.A.B S.C.I.E.N.C.E.S

YOUR LAB OF CHOICE

12065 Lebanon Rd
 Mount Juliet, TN 37122
 Phone: 615-750-5858
 Phone: 800-767-5859
 Fax: 615-758-5859

Project Description: **Commercial Property**

City/State Collected: **Syracuse, NY**

Client Project # **175910.22**

Lab Project # **LCSBNY-17591022**

Collected by (print): **Shane Kessler**

Site/Facility ID #

P.O. #

Phone: **716-845-6145**

Fax: **716-845-6164**

Collected by (signature): *[Signature]*

Immediately Packed on Ice N Y

Rush? (Lab MUST Be Notified)
 Same Day Five Day
 Next Day 5 Day (Rad Only)
 Two Day 10 Day (Rad Only)
 Three Day

Quote #

Date Results Needed: **STD TAT**

No. of Cntrs

Sample ID	Comp/Grab	Matrix *	Depth	Date	Time	Metals 250ml/HDPE-HNO3	PAHSIMLVID 40mlAmb-NoPres-WT	RCRA mtls, TS 2ozClr-NoPres	SV8270PAHSIMD 4ozClr-NoPres	V8260TCLC 40ml/NaHSO4/Syr/MeOH	V8260TCLC 40mlAmb-HCl	VOC Screen 2ozClr-NoPres	Remarks	Sample # (lab only)
BH1	Grab	SS	14-16	5/3	910			X	X	X		X		01
BH3		SS	6-8		1030			X	X	X		X		02
BH8		SS	10-12		1330			X	X	X		X		03
BH9		SS	6-8		1445			X	X	X		X		04
BH11		SS	10-12	5/4	845			X	X	X		X		05
BH12		SS	2-4		915			X	X	X		X		06
BH15		SS	10-12		945			X	X	X		X		07
BH16 (Under Concrete)		SS GW	0-6"		1200	X	X	X	X	X	X	X		08
BH17		SS GW	0-6"		1230	X	X	X	X	X	X	X		09
BH18		SS GW	0-6"		1245	X	X	X	X	X	X	X		10

Sample ID

Comp/Grab

Matrix *

Depth

Date

Time

No. of Cntrs

Remarks:

* Matrix:
 SS - Soil AIR - Air F - Filter
 GW - Groundwater B - Bioassay
 WW - WasteWater
 DW - Drinking Water
 OT - Other

Samples returned via:
 UPS FedEx Courier

Tracking # **7283 8332 7777**

pH _____ Temp _____

Flow _____ Other _____

Sample Receipt Checklist

COC Seal Present/Intact: Y N

COC Signed/Accurate: Y N

Bottles arrive intact: Y N

Correct bottles used: Y N

Sufficient volume sent: Y N

IF Applicable

VOA Zero Headspace: Y N

Preservation Correct/Checked: Y N

Relinquished by: (Signature) *[Signature]* Date: **5/5/2017** Time: **1500**

Received by: (Signature) _____ Trip Blank Received: Yes/No HCL/MeOH TBR

Relinquished by: (Signature) _____ Date: _____ Time: _____

Received by: (Signature) _____ Temp: **2.4 M** °C Bottles Received: **71**

If preservation required by Login: Date/Time

Relinquished by: (Signature) _____ Date: _____ Time: _____

Received for lab by: (Signature) *[Signature]* Date: **5-6-17** Time: **0900**

Hold: _____ Condition: **NCF 10**

Lender Consulting Services - NY
 40 La Riviere Dr., Ste. 120
 Buffalo, NY 14202

Billing Information:
Accounts Payable
 40 La Riviere Dr., Ste. 120
 Buffalo, NY 14202

Pres Chk

Chain of Custody Page ___ of ___



12065 Lebanon Rd
 Mount Juliet, TN 37122
 Phone: 615-758-5858
 Phone: 800-767-5859
 Fax: 615-758-5829

Report to:
Mr. Doug Reid

Email To:
 LCSBNY@esclabsciences.com, dreid@lenderconsulti

Project Description: **Commercial Property**

City/State Collected: **Syracuse NY**

Phone: **716-845-6145**
 Fax: **716-845-6164**

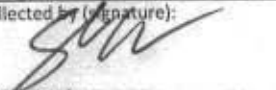
Client Project #
175910.22

Lab Project #
LCSBNY-17591022

Collected by (print):
Shane Kessler

Site/Facility ID #

P.O. #

Collected by (signature):


Rush? (Lab MUST Be Notified)
 Same Day Five Day
 Next Day 5 Day (Rad Only)
 Two Day 10 Day (Rad Only)
 Three Day

Quote #
STAT

Immediately Packed on Ice N ___ Y ___

No. of Cntrs

Sample ID	Comp/Grab	Matrix *	Depth	Date	Time	Metals 250mlHDPE-HNO3	PAHSIMLVID 40mlAmb-NoPres-WT	RCRA mtls, TS 2ozClr-NoPres	SV8270PAHSIMD 40zClr-NoPres	V8260TCLC 40ml/NaHSO4/Syr/MeOH	V8260TCLC 40mlAmb-HCl	VOC Screen 2ozClr-NoPres	Remarks	Sample # (lab only)
		SS				5	X	X			X			
		GW				5	X	X			X			
		GW				5	X	X			X			
		GW				5	X	X			X			
BH21	Grab	SS	6-8	5/5	1030	6		X	X	X		X		14
TPMW 2	Comp	GW	-	5/5	1230	5	X	X			X			12

* Matrix:
 SS - Soil AIR - Air F - Filter
 GW - Groundwater B - Bioassay
 WW - WasteWater
 DW - Drinking Water
 OT - Other

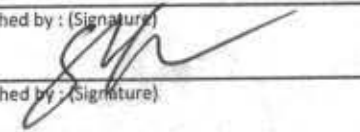
Remarks:
GW For Metals: Please Filter + preserve

Samples returned via:
 UPS FedEx Courier

Tracking #

Sample Receipt Checklist

COC Seal Present/Intact: Y N
 COC Signed/Accurate: Y N
 Bottles arrive intact: Y N
 Correct bottles used: Y N
 Sufficient volume sent: Y N
 If Applicable
 VOA Zero Headspace: Y N
 Preservation Correct/Checked: Y N

Relinquished by: (Signature)


Date: **5/5/2017**
 Time: **1500**

Received by: (Signature)

Trip Blank Received: Yes/No
 HCL/MeOH
 TBR

Temp: **2.4ml** °C
 Bottles Received: **71**

If preservation required by Login: Date/Time

Relinquished by: (Signature)

Date: **5-6-17**
 Time: **0900**

Received for lab by: (Signature)


Hold:

Condition: **NCF / OK**

LIMITATIONS

This environmental study is limited by the scope of services contained within this report and time frames specified within the contract for services.

This environmental study makes no warranties nor implies any liability regarding:

1. Any impacted media located beneath the on-site structure(s).
2. Any chemical analytes not included within the analytical test methods employed during this study.
3. Any impacted media present from off-site sources not assessed.
4. Any impact at locations and depths not assessed in this study.
5. Any impact at locations where access was limited (i.e., beneath structures, etc.).
6. Vapor Intrusion.

Conclusions and/or recommendations made within the study are based on the interpretation of data collected at individual sample locations and may change if additional data is collected during future study. Conditions between sampling locations are estimated based on available data. Intrusive studies serve to reduce, but not eliminate, the potential environmental risk associated with a property. No study is considered all-inclusive or representative of the entire subject property. Such would be cost prohibitive.



**ASTM E1527-13 All Appropriate Inquiries Phase I
Environmental Site Assessment Report For The Property
Identified As:**

**Commercial Property (Post Standard Building)
101-239 and 214-216 Salina Street North (aka 101-125 Herald
Place, 100-130 Clinton Square, and 212-320 North Clinton Street)
Syracuse, New York 13202**

LCS PROJECT NO. 16S7075.39

PREPARED FOR:

**NHW SYRACUSE, LLC
C/O CHUCK WALLACE
ONE WEBSTER'S LANDING
SYRACUSE, NEW YORK 13202**

PREPARED BY:

**LCS, INC.
40 LA RIVIERE DRIVE, SUITE 120
BUFFALO, NEW YORK 14202
(716) 845-6145, (800) 474-6802**

**BASED ON A SITE INVESTIGATION CONDUCTED ON NOVEMBER 24, 2016, BY MR. SHANE KESSLER
INTERVIEWS CONDUCTED BY: MR. KESSLER AND OVERSEEN BY MR. ALAN SCHENK**

**JACQUELYN SANIEWSKI
MANAGER, DUE DILIGENCE SERVICES**

**MARY BETH FACKLAM
SENIOR VICE PRESIDENT, DUE DILIGENCE SERVICES**

DECEMBER 30, 2016

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1.0 EXECUTIVE SUMMARY

1.1 REPORT FINDINGS

The following details the environmental professional's specific findings of LCS' all appropriate inquiries of the above-referenced site in accordance with ASTM E1527-13. It should be noted that this Phase I Environmental Site Assessment includes only a portion of what is required by the user to comply with all appropriate inquiries (See Appendix 10.13). This section is provided for convenience to the reader. The reader is encouraged to read the entire report.

This report was requested by the user for the purpose of identifying recognized environmental conditions on-site. It is LCS' understanding that this report is not intended to meet the all appropriate inquiries provisions necessary to qualify for landowner liability protections under CERCLA (See Appendix 10.13).

1.1.1 Site Description

The subject property is identified as commercial property, located at 101-239 and 214-216 Salina Street North (aka 101-125 Herald Place, 100-130 Clinton Square, and 212-320 North Clinton Street), City of Syracuse, Onondaga County, New York. The subject property tax map shows the subject property to measure approximately 4.7 acres. Refer to the Section 10.2 *SITEMAPS*. The subject property is developed with a one to two-story, 119,570 square foot structure that was constructed in 1970. The subject structure includes vacant office space (approximately 50% of the structure), an industrial scale printing facility used by The Post Standard, and a parking garage. Exterior portions of the property included asphalt-paved parking areas (including a parking lot on the east side of Salina Street North), trees, landscaping, and concrete sidewalks.

1.1.2 Site Reconnaissance

The subject property is located in a highly developed commercial area. Public utility companies provide the following services to the subject property: electric; natural gas; water; and sanitary sewer.

The following conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property were identified:

- On-site operations currently include industrial printing. Various new and waste printing inks, lubricants, cleaners, and other chemicals were noted in many containers of 55-gallons or less throughout the structure, including the basement. Many of these materials/containers were stored on secondary containment systems; however, some drums were noted stored on a metal grate in the basement; the discharge point of the grate was unknown to the site contact. Some staining was noted to concrete floors and walls in the areas of these materials and machinery.
- One approximately 1,000-gallon former printing ink AST was noted in the basement of the structure; such was noted to have a secondary containment system with no staining or evidence of a release.

1.1.3 Site History

The historical use of the subject property has been researched through review of historic maps, historic aerial photographs, municipal records, city directories, and/or other reasonably obtainable documents. In general, the historical site uses were determined to be as follows.

Date Range	Apparent Use	Source
At least 1892 through at least 1968	Developed with several residential and commercial structures, including tin shops (at least 1892-1911), furniture repair (at least 1950-1968), an industrial building (at least 1911), clothing factories (at least 1911), and paper box manufacturing (at least 1938-1961)	Aerial photographs, Sanborn maps, and city directories
1970 through present	Developed with the existing structure utilized as a newspaper publishing plant. A furniture store was located on the portion of the property east of Salina Street North in at least 1971.	Aerial photographs, Sanborn maps, city directories, site contact, municipal records, and site inspection

The following conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property were identified based on LCS' historical research:

- The subject property has been utilized as a newspaper publishing plant/printing facility since 1970.
- Past uses of the subject property included tin shops (eastern parcel) in at least 1892-1911, an industrial building (at least 1911), a paper box factory (at least 1938-1961), furniture repair (at least 1950-1968), and clothing factories (at least 1911).
- Two gasoline tanks were located in the central portion of the property from at least 1950 through at least 1968.
- Adjacent properties historically included tin shops, machine shop, a tire facility with a gasoline tank, and printing.

1.1.4 Regulatory Information

A review of regulatory database information and any additional regulatory information reviewed by LCS identified the following conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property:

- According to the ERIS report, the subject property was identified in the following databases:
 - RCRA-CESQG with no unresolved violations listed.
 - UST facility with two 10,000-gallon gasoline UST installed in 1973 and closed-removed in 1998 and three USTs (one 10,000-gallon empty, one 1,000-gallon "other," and one 500-gallon "other") closed-removed on 9/22/2000.
 - NY Spills site with the following spills:
 - Spill No. 0007349 involved an unknown petroleum tank encountered during a building addition; this spill was opened on 9/22/2000 and was classified as "inactive" by the NYSDEC on 02/21/2001. Based on the dates of UST closures below, this spill is believed to have included three UST closures.
 - Spill No. 1400170 involved a report of repairs and oil changes in an auto sales garage and is classified as "inactive" by the NYSDEC. LCS suspects that this spill is not for the subject property as an auto sales facility is not located on the subject property.

1.1.4 Regulatory Information (continued)

- According to the ERIS report, adjacent properties were identified as:
 - Niagara Mohawk A National Grid Co. at North Salina Street and East Willow Street: former RCRA Generator (with no violations listed) and in the FINDS database.
 - MVA at North Salina and West Genesee Street: "inactive" NY Spills site.
 - 1 Clinton Square: former RCRA Generator (with no violations listed).
 - 4 Clinton Square: former RCRA Generator (with no violations listed).

1.1.5 Interviews

Interviews were conducted with various municipal representatives and/or other persons knowledgeable about the subject property.

No conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property were identified based on these interviews, other than as included above.

1.1.6 Other Findings

LCS did not identify additional significant potential concerns.

1.2 SUMMARY

FINDINGS

This assessment has revealed no evidence of recognized environmental conditions¹ in connection with the subject property except for the following:

- The subject property has been utilized as a newspaper publishing plant/printing facility since 1970.
- On-site operations currently include industrial printing. Various new and waste printing inks, lubricants, cleaners, and other chemicals were noted in many containers of 55-gallons or less throughout the structure, including the basement. Many of these materials/containers were stored on secondary containment systems; however, some drums were noted stored on a metal grate in the basement; the discharge point of the grate was unknown to the site contact. Some staining was noted to concrete floors and walls in the areas of these materials and machinery.
- Past uses of the subject property included tin shops (eastern parcel) in at least 1892-1911, an industrial building (at least 1911), a paper box factory (at least 1938-1961), furniture repair (at least 1950-1968), and clothing factories (at least 1911).
- Two gasoline tanks were located in the central portion of the property from at least 1950 through at least 1968. [These tanks appear to have been located in an area beneath the northern addition to the subject structure.]

¹ *Recognized environmental condition* is defined by the ASTM E1527-13 standard as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions."

FINDINGS (continued)

- According to the ERIS report, the subject property was identified as a UST facility with two 10,000-gallon gasoline UST installed in 1973 and closed-removed in 1998; no tank closure documentation was provided.
- Adjacent properties historically included tin shops, machine shop, a tire facility with a gasoline tank, and printing.

This assessment has revealed no evidence of controlled recognized environmental conditions² in connection with the subject property except for the following:

- According to the ERIS report, the subject property was identified as a NY Spill site with two releases:
 - Spill No. 0007349 involved an unknown petroleum tank encountered during a building addition; this spill was opened on 9/22/2000 and was classified as “inactive” by the NYSDEC on 02/21/2001. Based on the dates of UST closures below, this spill is believed to have included three USTs (one 10,000-gallon empty, one 1,000-gallon “other,” and one 500-gallon “other”) that are registered for the subject property and classified as closed-removed on 9/22/2000.
 - Spill No. 1400170 involved a report of repairs and oil changes in an auto sales garage and is classified as “inactive” by the NYSDEC. LCS suspects that this spill is not for the subject property as an auto sales facility is not located on the subject property.
- According to the ERIS report, the adjacent property at North Salina and West Genesee Street was listed as an “inactive” NY Spills site, associated with a motor vehicle accident.

While not considered recognized environmental conditions under the ASTM standard³, LCS notes the following:

- One approximately 1,000-gallon former printing ink AST was noted in the basement of the structure; such was noted to have a secondary containment system with no staining or evidence of a release.
- According to the ERIS report, the subject property was identified as a RCRA-CESQG with no unresolved violations listed.
- According to the ERIS report, adjacent properties were identified as:
 - Niagara Mohawk A National Grid Co. at North Salina Street and East Willow Street: former RCRA Generator (with no violations listed) and in the FINDS database.
 - 1 Clinton Square: former RCRA Generator (with no violations listed).
 - 4 Clinton Square: former RCRA Generator (with no violations listed).

² *Controlled recognized environmental condition* is defined by the ASTM E1527-13 Standard as a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). NOTE: A condition identified as a controlled recognized environmental condition does not imply that the environmental professional has evaluated or confirmed the adequacy, implementation, or continued effectiveness of the required control that has been, or is intended to be, implemented.

³ This listing includes de minimis conditions and historic RECs. A de minimis condition is defined in ASTM E1527-13 as a condition that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be de minimis are not recognized environmental conditions (RECs) or controlled RECs. An historic REC is defined as a past release of any hazardous substance or petroleum product that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls.

OPINION

Based on the above known or suspect recognized environmental conditions, LCS' opinion is summarized below.

Known or Suspect RECs	Rationale/Opinion
On-site industrial printing operations since 1970, historic industrial uses, and historic USTs	There is potential for impact to the subject property based on these uses/listings.
Historic adjacent properties of potential concern	Although there is the potential for on-site impact from such operations, LCS did not discover any visual evidence or records suggesting a significant concern.
Controlled RECs	Rationale/Opinion
On-site and adjacent "inactive" spills	These releases have been remediated to the satisfaction of the NYSDEC.

CONCLUSIONS

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-13 of 101-239 and 214-216 Salina Street North (aka 101-125 Herald Place, 100-130 Clinton Square, and 212-320 North Clinton Street), Syracuse, New York, the subject property. Any exceptions to, or deletions from, this practice are described in Section 1.3 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except for the following:

- On-site industrial printing operations since 1970
- Historic on-site industrial uses
- Two on-site USTs removed with no documentation provided
- Historic adjacent properties of potential concern

1.3 DATA GAPS

The following data gaps⁴ were encountered in completion of this inquiry:

Type of Data Gap	Details of Data Gap	Sources Consulted	Significance
Historical Use	Historical uses for each five year period were not obtained.	Aerial photographs, Sanborn Maps, city directories, historic topographic maps, municipal records, and site contact	While data for each year was not obtained, the data did provide relatively complete records of site uses.

⁴ A data gap is defined by 40 CFR 312.10 as "a lack of or inability to obtain information required by the standards and practices" of preparation of this document "despite good faith efforts by the environmental professional" or others to gather such information.

1.3 DATA GAPS (continued)

Type of Data Gap	Details of Data Gap	Sources Consulted	Significance
Site Reconnaissance	LCS' observations of the subject property were limited due to parked vehicles, stored materials, machinery, and some snow cover. Additionally, only representative office spaces were inspected. Furthermore, LCS was accompanied by the potential purchaser of the property (as opposed to an owner/occupant), thus property boundaries were approximated and background information was limited.	N/A	Not anticipated to be significant based on information reviewed to date.
Regulatory Review	Complete responses from regulatory agencies yet to be received.	City of Syracuse and NYSDEC	Not anticipated to be significant based on information reviewed to date.
Interviews	LCS was not able to contact historic owners and/or occupants. In addition, a completed LCS Owner/Operator Questionnaire was not provided to LCS.	Current owners and municipal records for historic ownership information.	LCS cannot be liable for information known to current or previous owners/occupants and not shared with LCS.

To the best of LCS' knowledge, the information contained in this report is true and accurate. LCS personnel have exercised due diligence in the compilation of the information contained herein appropriate to environmental professionals engaged in investigations of this sort. LCS makes no guarantees regarding the accuracy of information gained from other sources.

Refer to Section 10.12 for additional limitations.

1.4 RELIANCE AND DECLARATION

LCS authorizes NHW Syracuse, LLC to use the above-referenced LCS report in order to determine its interest in the said subject property.

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR 312.10. [See Qualifications in Section 11.]

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



Mary Beth Facklam
Environmental Professional

2.0 PURPOSE

The primary purpose of this study was to document the inquiry of the environmental professional for all appropriate inquiries for the subject property. The scope is intended to identify conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property. LCS understands that the report is not intended for CERCLA protection for land owners.

3.0 SCOPE OF WORK

This Environmental Assessment report has been prepared in accordance with "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM E 1527-13. This standard was devised to address the site assessment portion for *Innocent Landowners, Standards for Conducting All Appropriate Inquiries* (40 CFR 312). The scope of work is intended to identify conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property, via the following task.

- A) Review of information provided by the person seeking liability protection relative to: environmental cleanup liens; specialized knowledge or experience regarding the subject property; relationship of the purchase price to the fair market value of the property, if the property were not contaminated; and, commonly known or reasonably available information about the subject property.
- B) Interviews with past and present owners, operators and occupants.
- C) Review of historical sources of information documenting the subject property's first use.
- D) Review of Federal, State, tribal and local government records, as defined in 40 CFR 312.26.
- E) A visual inspection of the subject property and adjoining properties (to the extent possible).
- F) Preparation of this written report on all appropriate inquiries.

4.0 SUBJECT PROPERTY/VICINITY DESCRIPTION

4.1 SITE RECONNAISSANCE

A visual site review of the subject property was completed to document site conditions and to identify recognized environmental conditions. The site reconnaissance included a walkthrough of select office spaces, common areas, printing areas and all exterior areas. Limitations also included stored materials/machinery, parked vehicles, and some snow cover.

Additionally, LCS was accompanied by the potential purchaser (as opposed to an owner/occupant) during the site reconnaissance, thus property boundaries were approximated and background information was limited.

The following summarizes LCS' observations.

Current Owner/Operator Interviews

The owner of the subject property had been identified as The Herald Publishing Company LLC.

At the time of the site inspection, LCS was accompanied by Mr. Chuck Wallace (potential purchaser associated with the subject property for approximately one year), who provided access and background information about the subject property. Such information has been incorporated herein.

The LCS Owner/Operator Questionnaire was given to Mr. Wallace on November 22, 2016 to forward to the current owner/operator for completion. As of the date of this report, LCS has yet to receive the completed questionnaire. Any response information that would alter or affect the findings and conclusions of this report will be forwarded as an addendum to this report when it is received by LCS.

Overview

General Site Information	
Name of Site	Commercial property
Site Address	101-239 and 214-216 Salina Street North (aka 101-125 Herald Place, 100-130 Clinton Square, and 212-320 North Clinton Street)
Municipality, County, State	City of Syracuse, Onondaga County, New York
Fronting Streets	North Salina Street, West Genesee Street, North Clinton Street, and Herald Place
Site Size (acres)	4.67
Site Elevation (feet above mean sea level)	Approximately 400
Site Topography	Level-at-grade
Nearest Water Body (Name/Distance)	Onondaga Creek/approximately 1,100 feet west
Exterior Conditions/Improvements	Asphalt-paved parking areas (including a parking lot on the east side of Salina Street North), trees, landscaping, and concrete sidewalks

Overview (continued)

Building Information	
No. Buildings	One
Square Footage of Building	119,570
No. Stories	One to two
Basement Present?	Full
Roof Type/Age	Flat/age unknown
Current Building Uses	Vacant offices and industrial printing facility
Heating System	Natural gas
Building Construction Date	1970
Utilities Provided	All public
Wastes Generated	General refuse, recyclables, waste cleaner, and waste oils

Refer to Sections 10.2 SITE SURVEY/TAX MAP, 10.3 SITE CONDITION REPORT and 10.5 OWNER/ OPERATOR QUESTIONNAIRE.

Storage Tanks

At the time of the site inspection, the following tank was noted on-site.

Characteristics	Tank #1
AST/UST	AST
Location	Basement
Registered/Permitted (Dates)	N/A
Date of Last Test	N/A
Capacity	Approximately 1,000-gallons
Product	Reportedly empty (formerly ink)
Single/Double Walled	Double with secondary containment system
Installation Date	Unknown
Type of Monitoring System	Visual
Any releases/spills?	None noted
Status (active/not in-use/closed)	Inactive

A water tank was also noted within the subject structure.

See Regulatory and Historical information below for additional information regarding on-site tanks.

Hazardous or Regulated Materials

In addition to the tank noted above, hazardous and/or regulated materials were noted stored and utilized on the subject property at the time of the site inspection. These were as follows:

Material	Storage Location	Approximate Quantities On-Site
General cleaning supplies	Containers of five-gallons or less throughout the printing facility	Several
Water treatment chemicals (for HVAC, water systems, etc.)	Containers of 55-gallons or less in mechanical/utility rooms	Several

Hazardous or Regulated Materials (continued)

Material	Storage Location	Approximate Quantities On-Site
Lubricants (for machines)	Containers of 55-gallons or less throughout the printing facility and basement	Several
Printing inks and other chemicals	Containers of 55-gallons or less throughout the basement	Several

Many of these materials/containers were noted stored in secondary containment systems. Some drums were noted stored on a metal grate in the basement; the discharge point of the grate was unknown to the site contact.

Some staining was noted to concrete floors and walls in the printing and maintenance areas at the time of the site inspection. Relevant MSDS, if provided, are included in the appendix of this report.

There were no visible signs of unidentified substance containers (unlabeled drums, etc.) noted at the time of the site inspection.

Solid, Hazardous or Regulated Waste

Operations on the subject property produce general wastes associated with commercial operations. Refuse and recyclables are stored in various containers; the waste transporter was not provided. Hazardous and/or regulated wastes are also generated on-site and are, as detailed below.

Material	Source/Process	Storage Location	Approximate Quantity On-Site	Transporter
Waste solvents and waste oils	Machine parts maintenance	Parts washer, 55-gallon drums, and smaller containers in the maintenance shop and basement storage areas	One parts washer and several containers	Safety Kleen

Any relevant disposal documentation, if provided, is included in the appendix of this report.

Staining, Corrosion, Stressed Vegetation and/or Dead Vegetation

During the LCS site reconnaissance, there were no stained soils, stained pavement, stressed vegetation or corroded surfaces noted on-site.

Fill Dirt or Land Disposal

During the LCS site reconnaissance, there was no evidence of placement of fill dirt or land disposal activities currently or previously conducted on-site.

Wastewaters

The subject property is served by a municipal sewer system; however, the exact date of connection was not provided. Operations on the subject property may produce wastewaters that require treatment or monitoring. No floor drains were noted in the production areas, other than the floor grate in the basement with an unknown discharge point.

Wastewaters (continued)

Floor drains were noted in the restrooms and mechanical rooms and are reportedly connected into the municipal sewer system. Storm drains are located throughout the parking areas and parking garage; these reportedly discharge to the municipal sewer system.

There was no evidence of a current or historic private septic system or cesspool on the subject property. Additionally, there was no evidence of any pits, ponds or lagoons used in connection with waste treatment or waste disposal.

Potable Water Supply/Wells

The subject property is served by a municipal water supply system. There was no evidence of an active or abandoned supply well, drywell, monitoring well or irrigation well on-site.

Air Emissions

There were no process exhaust systems noted on-site at the time of the LCS site investigation.

Suspect PCBs

The following suspect PCB-containing materials were noted on-site.

Suspect PCB Container	Location	Owner	Evidence of Leaks (Y/N)
Transformer (pad-mounted)*	Approximately five throughout structure	Unknown	No
Elevators	Five throughout	Property owner	Minor leak noted
Fluorescent lights**	Throughout	Property owner	N/A

*Utility-owned transformers and any subsequent contamination that may result are the responsibility of the utility company.

**According to ASTM, PCB-containing light ballasts are not considered a recognized environmental condition.

Suspect ACMs

A cursory visual assessment for ACMs was undertaken as a part of this environmental site assessment. At the time of the cursory inspection, there were suspect ACMs located within the subject structure. Asbestos may be present in the following partial list of suspect materials:

Materials*	Location	Condition	Approx. Quantity of Damaged Materials
Ceiling Tiles – 2'x2'	Office areas	Good	None
Drywall and plaster	Throughout	Good	None
Floor tiles – various sizes	Throughout	Good	None
Roofing felts and/or materials	Roof	Good	None
Spray on fireproofing	Basement	Good	None

*It should be noted that a cursory visual assessment was conducted by LCS; the observations listed above are based on the limited areas observed during the LCS site reconnaissance, additional suspect materials may be present on-site.

Caution is recommended if renovation and/or remodeling of this facility are to take place. Prior to renovation, remodeling or demolition of this facility, a detailed asbestos inspection and sampling protocol is recommended. All federal, state and local government rules, laws and regulations must be followed.

Suspect Lead Based Paint

The Consumer Product Safety Commission banned the manufacture of lead-based paints for residential and commercial application in 1978; Federal regulations enforced this ban in 1993. Structures completed prior to 1978 may contain lead-based paints. The subject building was constructed in 1970 with a later addition, according to historic records. The possibility exists for the presence of lead-based paints in the existing structure. Painted surfaces, including walls, ceilings, doors, windows and exterior surfaces were noted during the site investigation.

The painted surfaces observed by LCS were in good condition with no significant peeling or chipping paint. If the painted surfaces peel, chip and/or are intended to be removed, safety precautions should be taken to prevent inhalation or digestion. This cursory lead-based paint review did not include identification of suspect lead-based paint dust associated with windows, doors, etc.

Lead in Drinking Water

According to public water analysis conducted by the City of Syracuse Department of Water, the 90th percentile for lead for the year 2012 was 0.014 mg/L. According to the USEPA, the action level applicable to municipal potable water supplies and distribution systems is 0.015 mg/L.

It should be noted that at the time of the site inspection, lead pipes were not noted within the subject structure. Such are possible due to the age of the subject structure.

Suspect Mold

Mold can germinate and colonize when a food source (i.e., drywall, wood, insulation, paper), a certain temperature and moisture are present. The speed of the growth all depends on the combination of these conditions; roof leaks often lead to accelerated mold growth. The musty odor commonly present with mold is associated with the mVOCs produced by molds. Some, but not all, molds produce a Mycotoxin that is considered a poison and may have negative health effects on humans.

At the time of the site inspection, there were no suspect mold covered areas or mold-related odors noted within the subject structure. This does not preclude the presence of molds in hidden areas (behind walls, moldings, etc.) or the potential for future mold growth.

Other Issues

At the time of the site inspection, LCS noted several printers and presses within the subject structure.

4.2 ADJACENT SITE USE

The adjacent properties were visually inspected from the subject property at the time of the site reconnaissance.

The surrounding property uses include the following:

Direction	Current Use	Apparent Past Use	Concerns
North:	Parking lot	Commercial	None
South:	Clinton Square park	Park	None
East:	Parking lots and commercial	Commercial	None
West:	Commercial	Commercial	None

4.3 SUBJECT SITE PHOTOGRAPHS

Photographs of the subject property were taken by LCS on November 24, 2016. Photographs were taken with the objective of documenting the physical condition of the subject property and any improvements thereon. Photographs are included in Appendix 10.4.

4.4 SUMMARY OF OBSERVATIONS OF POTENTIAL CONCERNS

Based solely on observations made during LCS' site reconnaissance, the following conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property were identified:

- On-site operations currently include industrial printing. Various new and waste printing inks, lubricants, cleaners, and other chemicals were noted in many containers of 55-gallons or less throughout the structure, including the basement. Many of these materials/containers were stored on secondary containment systems; however, some drums were noted stored on a metal grate in the basement; the discharge point of the grate was unknown to the site contact. Some staining was noted to concrete floors and walls in the areas of these materials and machinery.
- One approximately 1,000-gallon former printing ink AST was noted in the basement of the structure; such was noted to have a secondary containment system with no staining or evidence of a release.

5.0 SUBJECT PROPERTY HISTORY AND USE

The historical use of the subject property has been researched through review of historic maps, historic aerial photographs, municipal records, city directories, historic topographic maps, and/or other reasonably obtainable documents. The following summarizes LCS' historical research.

5.1 HISTORIC AERIAL PHOTOGRAPHS

Historical aerial photographs serve to reveal former topography, buildings, structures and man-made works such as canals, lagoons and railroads that may have been altered or may no longer be in existence.

Historical aerial photographs were reviewed through www.historicaerials.com and www.google.com/earth. Changes in land use and general subject property characteristics were noted and are described below. Copies of the aerial photographs, if available, are included in Section 10.8 AERIAL PHOTOGRAPHS. LCS' observations of the subject property and surrounding properties are detailed below.

YEAR/SITE	OBSERVATIONS/PROPERTY USES
1956	
Subject Property	Developed with several suspect commercial structures
North	Suspected commercial
South	Suspected commercial
East	Suspected commercial
West	Suspected commercial
1972 and 1995	
Subject Property	Developed with a portion of the existing structure and parking areas
North	Parking lot
South	Suspected commercial and park
East	Suspected commercial and parking lots
West	Suspected commercial
2003, 2006, 2011, and 2013	
Subject Property	Developed with the existing structure (in its current configuration) and parking areas
North	Parking lot
South	Suspected commercial and park
East	Suspected commercial and parking lots
West	Suspected commercial

None of the aerial photographs suggest environmental concerns, such as exterior storage areas, fill, disturbed areas, etc.

5.2 HISTORICAL MAPS/DIRECTORIES

Sanborn Maps

ERIS provided, and LCS reviewed, historical Sanborn maps. Based on those maps, included within the appendix of this report, the historical uses of the subject property and those of adjacent properties are described as below.

YEAR /SITE	OCCUPANTS/PROPERTY USE
1892	
Subject Property	Developed with several residential and commercial structures, including storefronts, tin shop, offices, large bakery operation, bank, offices, jail, and hotel
North	Residential and commercial
South	Clinton Square and Erie Canal
East	Commercial, including tin shops and a machine shop
West	Residential and commercial
1911	
Subject Property	Developed with several residential and commercial structures, including an industrial building, storefronts, tin shop, theater, National Biscuit Company, clothing factories, hotel, police department, and offices
North	Residential and commercial
South	Clinton Square and Soldiers & Sailors Monument
East	Commercial, including iron works/machine shop
West	Residential and commercial, including a repairing and painting garage
1950	
Subject Property	Developed with several residential and commercial structures, including a paper box factory with a paint store, repair shops (presumably associated with the furniture stores/warehouses), storefronts, offices, police department, Atlantic Building; two gasoline tanks were noted on the central portion of the site.
North	Residential and commercial
South	Clinton Square
East	Commercial
West	Residential and commercial, including printing and a garage with a gasoline tank
1951	
Subject Property	No coverage
North	No coverage
South	Clinton Square
East	No coverage
West	No coverage
1953	
Subject Property	Developed with several residential and commercial structures, including a paper box factory with a paint store, repair shops (presumably associated with the furniture stores/warehouses), storefronts, offices, police department, Atlantic Building; two gasoline tanks were noted on the central portion of the site.
North	Residential and commercial
South	Clinton Square
East	Commercial
West	Residential and commercial, including printing and a garage with a gasoline tank

Sanborn Maps (continued)

YEAR /SITE	OCCUPANTS/PROPERTY USE
1961	
Subject Property	Developed with several residential and commercial structures, including a paper box factory, repair shops (presumably associated with the furniture stores/warehouses), storefronts, offices, police department, Atlantic Building; two gasoline tanks were noted on the central portion of the site.
North	Commercial
South	Clinton Square park
East	Commercial
West	Residential and commercial, including a filling station and a furniture store with a gasoline tank
1968	
Subject Property	Developed with several residential and commercial structures, including repair shops (presumably associated with the furniture stores/warehouses), storefronts, offices, and The Atlantic Building; two gasoline tanks (located in the central portion of the site). Notes on this map indicate all buildings on the southern portion of the property were removed.
North	Parking lot and restaurant
South	Clinton Square park
East	Commercial
West	Residential and commercial, including a filling station and tire storage with a gasoline tank
1971	
Subject Property	Developed with a portion of the existing structure (built 1970), utilized as The Herald Co. newspaper publishing plant with offices and a press room; northern portion utilized for parking; furniture store
North	Undeveloped and a parking lot
South	Clinton Square park
East	Commercial
West	Residential and commercial, including a tire storage facility with a gasoline tank
1990	
Subject Property	Developed with a portion of the existing structure (built 1970), utilized as The Herald Co. newspaper publishing plant with offices and a press room; remainder utilized for parking
North	Undeveloped and a parking lot
South	Clinton Square park
East	Parking lots and commercial
West	Residential and commercial, including a tire storage facility with a gasoline tank

City Directories

LCS also reviewed a Historical Directory Report provided by ERIS, which researches former on-site occupants through available street directories. Based on ERIS' research, the following occupants of the subject property were identified:

- 1938, 1941, 1945: various commercial listings including Chas Jordan Paper Box Manufacturing
- 1949, 1953, 1957, 1961, and 1966: various commercial listings, none of obvious environmental concern
- 1970: vacant (235 Salina St. N), National Sleep Center furniture (216 Salina St. N)
- 1974: Herald-Journal Building side entrance (201 Salina St. N), National Sleep Center furniture (216 Salina St. N)
- 1977-1978, 1983, 1988, 1992, and 1996: Herald-Journal Building side entrance (201 Salina Street North)
- 1999: not listed
- 2004: David Gerber
- 2008, 2012: not listed
- 2016: Advance Central Services

Historic Topographic Maps

The subject property is included on the Syracuse West Quadrangle Topographic Map dated 1973 (1978). Due to the extensive development in the area of the subject property, individual structures are not indicated on this map.

Other Sources

According to the site contact, the existing subject structure was built in 1971 and was historically occupied by various media companies.

5.3 MUNICIPAL RECORDS

Municipal research available through local municipalities was completed by LCS and is summarized below.

Subject Property Information	
Sources	Onondaga County Property Search website and www.real-info.com
SBL Nos.	104.-08-01.0 (101-239 North Salina Street) 104.-05-07.0 (214 North Salina Street)
Size (acres)	4.67
Current Owner	The Herald Publishing Company LLC
Past Owners	The Herald Company Inc. and City of Syracuse
Square Footage of Buildings	119,570 (classified as manufacturing and offices)
Date of Construction	1971 [It should be noted that Sanborn maps indicate an earlier construction date of 1970.]
Utilities Provided	All public

There was no indication of historic heating systems or previous site development.

The Abstract of Title Search for the subject property was not available for review.

5.4 PREVIOUS STUDY

No previous studies were supplied to LCS for review relative to the subject property.

5.5 SUMMARY OF HISTORIC USES

The historical use of the subject property has been researched through review of historic maps, historic aerial photographs, municipal records, city directories and/or other reasonably obtainable documents, as detailed below.

Date Range	Apparent Use	Source
At least 1892 through at least 1968	Developed with several residential and commercial structures, including tin shops (at least 1892-1911), furniture repair (at least 1950-1968), an industrial building (at least 1911), clothing factories (at least 1911), and paper box manufacturing (at least 1938-1961)	Aerial photographs, Sanborn maps, and city directories
1970 through present	Developed with the existing structure utilized as a newspaper publishing plant. A furniture store was located on the portion of the property east of Salina Street North in at least 1971.	Aerial photographs, Sanborn maps, city directories, site contact, municipal records, and site inspection

The following conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property were identified based on LCS' historical research:

- The subject property has been utilized as a newspaper publishing plant/printing facility since 1970.
- Past uses of the subject property included tin shops (eastern parcel) in at least 1892-1911, an industrial building (at least 1911), a paper box factory (at least 1938-1961), furniture repair (at least 1950-1968), and clothing factories (at least 1911).
- Two gasoline tanks were located in the central portion of the property from at least 1950 through at least 1968.
- Adjacent properties historically included tin shops, machine shop, a tire facility with a gasoline tank, and printing.

6.0 PHYSICAL AND HYDROGEOLOGIC SETTING

The subject property is included on the Syracuse West Quadrangle Topographic Map dated 1973 (1978). Regional groundwater would appear to flow in a westerly direction based on a review of geological/soils and USGS quadrangle maps.

6.1 GEOLOGY

Bedrock mapping indicates that the subject property is underlain by bedrock of the Akron Dolostone, Cobleskill Limestone and Salina Group. Primarily the Syracuse Formation and the Cobleskill Limestone/Bertie and Camillus Formations comprised of dolostone, shale, salt and gypsum. Thickness ranges from 210 to 300 meters.

Mapping indicates the surficial geology of the area to consist primarily of lacustrine silt and clay. Lacustrine silt and clay was deposited in pro glacial lakes and is generally laminated and calcareous. It has the potential for land instability. The thickness varies up to 100 meters. Lacustrine silt and clay typically is not conducive to contamination migration.

6.2 HYDROLOGY

The subject property is situated regionally in the Seneca-Oneida-Oswego Rivers Major Drainage Basin and locally within the Upper Seneca River Sub-Basin.

The subject property does not have any open water bodies or surficial water bodies located on-site. Surface drainage appears to flow in a direction toward the lowest elevated points on-site and/or toward the closest storm drains on-site. Localized groundwater flow would be influenced by utilities, subsurface structures, etc. A site-specific hydrogeologic study would be required to confirm specific on-site groundwater flow direction.

7.0 REGULATORY INFORMATION

Regulatory information involving the subject property was obtained through a commercial database search company, interviews with local municipalities and/or other knowledgeable persons, FOIA requests, and user-supplied information. The following summarizes LCS' regulatory research.

The following information was reviewed in order to evaluate the potential for migration on-site or onto the subject property. [Migration is defined in ASTM E1527-13 as "the movement of hazardous substances or petroleum products in any form, including, for example, solid and liquid at the surface or subsurface, and vapor in the subsurface."] This evaluation included a review of regulatory records, hydrologic information, distance to the subject property and geologic information.

The following environmental records sources were reviewed.

Source	Date Contacted	Comment
ERIS	Dates for the databases are provided within the ERIS report.	See 7.1 below
City of Syracuse Code Enforcement Officer interview attempts	November 30 and December 7, 2016	See 7.3 below
City of Syracuse Clerk's Office FOIA	November 30, 2016	See 7.3 below
NYSDEC FOIA	December 2, 2016	See 7.3 below

7.1 DATABASE

Federal and state environmental regulatory information was provided by ERIS.

Refer to MAP FINDINGS SUMMARY pages within the ERIS report for a tabulated list of databases reviewed and sites identified within specified radii.

Any sites unplotable by ERIS were also reviewed, to the extent practical based on site name and address, to assess whether they are also present within their appropriate radii. Any listings for the subject property or any adjacent sites are included in the details below.

No sites were identified within the appropriate radii, except for the following:

SUBJECT PROPERTY:

According to the ERIS report, the subject property, listed as The Harold Company/Auto Garage at 101-115 North Salina Street, was identified as a NY Spills site:

- Spill No. 0007349 involved the discovery of an abandoned tank (of "unknown petroleum") during the construction of an addition for the subject structure; the tank was punctured accidentally and an unknown oil was presumably spilled to the ground. The tank was removed and soil sampling was conducted; this spill was opened on 9/22/2000 and was classified as "inactive" by the NYSDEC on 02/21/2001. [A status of "inactive" indicates the contamination may remain but no further remediation is required.] Based on the dates of UST closures below, this spill is believed to have included three UST closures.

SUBJECT PROPERTY (continued):

- Spill No. 1400170 involved a 2014 report of repairs and oil changes in an auto sales garage that was reportedly only used for auto sales; the oil was left on the ground and clean up was pending. This spill is classified as “inactive” by the NYSDEC. LCS suspects that this spill is not for the subject property as an auto sales facility is not located on the subject property.

The subject property was also listed as a UST facility under The Herald Company at Clinton Square with the following tanks listed:

- Tank No. 001: 10,000-gallon gasoline UST, installed in 1973 and closed-removed in 1998.
- Tank No. 002: 10,000-gallon gasoline UST, installed in 1973 and closed-removed in 1998.
- Tank No. 003: 10,000-gallon empty UST, installed in 1998 and closed-removed 9/22/2000.
- Tank No. 004: 1,000-gallon “other” UST, closed-removed 9/22/2000. (no installation date provided)
- Tank No. 005: 500-gallon “other” UST, closed-removed 9/22/2000.

The subject property was also listed in the Orphans Summary as The Herald Co. at Clinton Square; this listing was for a RCRA-CESQG with no unresolved violations listed.

ADJACENT SITES:

The following adjacent properties were also identified in the ERIS report:

- An east adjacent site, listed as Niagara Mohawk A National Grid Co. at North Salina Street and East Willow Street, was identified as a former RCRA Generator (with no violations listed) and in the FINDS database.
- A south adjacent site, listed as MVA at North Salina and West Genesee Street, was identified as a NY Spills site. Spill No. 1507501 involved a gasoline spill during a motor vehicle accident and is classified as “inactive” by the NYSDEC.
- A south adjacent site, listed as Fleet Bank at 1 Clinton Square was identified as a former RCRA Generator (with no violations listed).
- A southwest adjacent site, listed as The Clinton Exchange at 4 Clinton Square, was identified as a former RCRA Generator (with no violations listed).

While the Unplottable Summary included several properties on North Salina Street and West Genesee Street, it was not possible to assess whether they were proximate to the subject property.

OTHER LISTINGS:

The following sites were also identified in the ERIS report:

There is one NPL or "Superfund" hazardous waste site located within a one-mile radius of the subject property. This site is located over one-half mile from the subject property. This information is not considered a recognized environmental condition at the subject property based on the listed site due to the distance to the subject property.

There are five NYSDEC listed hazardous waste sites (equivalent to NPL sites) located within a one-mile radius of the subject property. The closest such site (NM-Syracuse Erie Boulevard MGP at 300 Erie Boulevard West) is located over one-eighth mile from the subject property; remediation is on-going at this site. This information is not considered a recognized environmental condition at the subject property based on the listed sites due to the distance to the subject property.

There is one CERCLIS/SEMS listed hazardous waste site located within a one-half mile radius of the subject property. This site (Otisca Oil at 900 North McBride Street) is located over one-quarter mile from the subject property and is listed as a removal site only, no site assessment work needed. This site is also listed as an Environmental Restoration Program site. This information is not considered a recognized environmental condition at the subject property based on the listed site due to the distance to the subject property and status of the listed site.

There is one CERCLIS-NFRAP/SEMS-Archive listed hazardous waste site located within a one-half mile radius of the subject property. This site is located over one-quarter mile from the subject property and is also listed as a CERCLIS site. This information is not considered a recognized environmental condition at the subject property based on the listed site due to the distance to the subject property and the status of the listed site.

There are 41 NYSDEC listed spill sites attributed to Leaking Tanks located within a one-half mile radius of the subject property and 22 additional NY Spill sites located within a one-eighth mile radius of the subject property. All of these spills are classified as either "inactive" or "closed." [A status of "closed" indicates the spill was remediated and the NYSDEC file closed with no further remediation required. A status of "inactive" indicates the contamination may remain but no further remediation is required. A status of "active" indicates further remediation or investigation is necessary.] This information is not a recognized environmental condition at the subject property based on the listed spill sites due to the "closed" or "inactive" status of the listed spills and/or the distance to the subject property.

There are two NYSDEC listed solid waste facilities located within a one-half mile radius of the subject property. These sites are located over one-quarter mile from the subject property. This information is not a recognized environmental condition at the subject property based on the listed sites due to the distance to the subject property.

There are 10 NYSDEC listed VCP sites located within a one-half mile radius of the subject property. The closest such site (432 North Franklin Street) is located over one-eighth mile from the subject property and is also a Brownfield site. This site is listed as completed. This information is not considered a recognized environmental condition at the subject property based on the listed sites due to the distance to the subject property and/or status of the listed sites.

OTHER LISTINGS (continued):

In addition to the site above, there are 12 NYSDEC listed Brownfield sites located within a one-half mile radius of the subject property. The closest such site (Washington Station at 333 West Washington Street) is located over one-eighth mile from the subject property. Investigations at this site discovered contaminated soil and groundwater. This information is not considered a recognized environmental condition at the subject property based on the listed sites due to the distance to the subject property.

The discussion included above regarding adjacent and/or nearby properties is based on information supplied to LCS as well as LCS' observations of nearby properties at the time of the site reconnaissance. It should be noted that any property can be affected by various sources of point and non-point source pollution. The number of reported spills and complaints in the vicinity of the subject property may be an indicator of point source pollution in the area of the subject property. Non-point sources are common in rural areas (e.g., runoff from agricultural fields). Further study would be required to positively confirm whether the subject property has been impacted by nearby properties. Refer to Section 10.6 *REGULATORY INFORMATION*.

7.1.1 Regulatory Agency File and Record Review

All regulatory listings for the subject property and adjoining sites were evaluated in order to determine the need for a file and/or record review. The purpose of a regulatory file review would be to obtain sufficient information to assist in determining whether a listing indicates that RECs, Controlled RECs or de minimis conditions (including Historic RECs) exist on the subject property.

Based on that evaluation, the following was noted:

- Additional review of information for the subject property was completed through the NYSDEC Environmental Site Database Search website.
- Sufficient information was included in the database report to evaluate the adjacent property regulatory listings.

7.2 ENFORCEMENT ACTIONS/PERMITTED ACTIVITIES/INSTITUTIONAL CONTROLS

According to obtainable information to date, there have been no enforcement actions, orders or institutional controls imposed against the referenced subject property other than the spills discussed above.

According to obtainable information to date, the subject property appears to be subject to environmental permit activities associated with UST and RCRA listings as discussed above.

7.3 INTERVIEWS/USER PROVIDED INFORMATION

Local Regulators

Attempts to interview the City of Syracuse Code Enforcement Officer have been made by LCS. Additionally, a FOIA request was forwarded to the City of Syracuse Clerk's Office on November 30, 2016. As of the date on this report, LCS has not received a response. Any response information that would alter or affect the findings and conclusions of this report will be forwarded as an addendum to this report when it is received by LCS.

7.3 INTERVIEWS/USER PROVIDED INFORMATION (continued)

State Regulators

To augment the information provided by ERIS, a FOIA request was forwarded to the NYSDEC for information concerning the subject property. LCS received a spill report from the NYSDEC; any additional response information that would alter or affect the findings and conclusions of this report will be forwarded as an addendum to this report when it is received by LCS.

User

LCS was informed that NHW Syracuse LLC maintains no specialized knowledge of environmental concerns at the subject property. As such, NHW Syracuse LLC could not provide useful answers to the ASTM 1527-13 Phase I Environmental Site Assessment User Questionnaire. [As required under 40 CFR 312, only those seeking liability protection under CERCLA must provide the environmental professional certain information and documentation.]

Current Owner/Operators

The LCS Owner/Operator Questionnaire was given to Mr. Chuck Wallace on November 22, 2016 to forward to the current owner/operator for completion.. As of the date of this report, LCS has yet to receive the completed questionnaire. Any response information that would alter or affect the findings and conclusions of this report will be forwarded as an addendum to this report when it is received by LCS.

Former Owner/Operators

As required by 40 CFR 312.23, LCS has attempted to contact and interview the former owners and/or operators of the subject property to discuss historic use and storage of hazardous substances. To-date, LCS has been unable to interview any relevant previous owners or operators.

7.4 SUMMARY OF REGULATORY AND USER PROVIDED INFORMATION

The following conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property were identified based on LCS' review of regulatory information:

- According to the ERIS report, the subject property was identified in the following databases:
 - RCRA-CESQG with no unresolved violations listed.
 - UST facility with two 10,000-gallon gasoline UST installed in 1973 and closed-removed in 1998 and three USTs (one 10,000-gallon empty, one 1,000-gallon "other," and one 500-gallon "other") closed-removed on 9/22/2000.
 - NY Spills site with the following spills:
 - Spill No. 0007349 involved an unknown petroleum tank encountered during a building addition; this spill was opened on 9/22/2000 and was classified as "inactive" by the NYSDEC on 02/21/2001. Based on the dates of UST closures below, this spill is believed to have included three UST closures.
 - Spill No. 1400170 involved a report of repairs and oil changes in an auto sales garage and is classified as "inactive" by the NYSDEC. LCS suspects that this spill is not for the subject property as an auto sales facility is not located on the subject property.
- According to the ERIS report, adjacent properties were identified as:
 - Niagara Mohawk A National Grid Co. at North Salina Street and East Willow Street: former RCRA Generator (with no violations listed) and in the FINDS database.
 - MVA at North Salina and West Genesee Street: "inactive" NY Spills site.
 - 1 Clinton Square: former RCRA Generator (with no violations listed).
 - 4 Clinton Square: former RCRA Generator (with no violations listed).

8.0 RADON

Radon is a radioactive gas that occurs naturally from the breakdown of uranium in rock. Radon can be found in high concentrations in soils and rock containing uranium, shale, granite, phosphate and pitchblende. Radon may also be found in soils contaminated with certain types of industrial wastes such as the byproducts from uranium or phosphate mining. Radon gas can move through small fractures in soil and rock and can seep into a structure through dirt floors, cracks in the floors and walls, drains, sumps pipes and pores. Radon has been associated with increased risks of developing lung cancer.

The NYSDOH Radon Detector Distribution Program report for January 2016 suggests an average basement radon reading of 6.81 pCi/L for the City of Syracuse. The NYSDOH recommends taking measures to reduce basement radon concentration to below 4.0 pCi/L. Although the average radon concentration for the area of the subject property is elevated, radon is not anticipated to pose a concern due to the assumed daily interior air changes within the structure.

9.0 WETLANDS

Due to the highly developed area in that the subject property is located, the lack of any surficial water bodies on-site, and the lack of any surficial soils, no delineated wetlands are suspected on-site or in the immediate area of the subject property.

10.0 APPENDIX

10.1 SITE LOCATION MAP/USGS QUADRANGLE MAP

(BALDWINSVILLI

076° 09' 50.26" W
043° 03' 50.26" N

(BREWERTON)

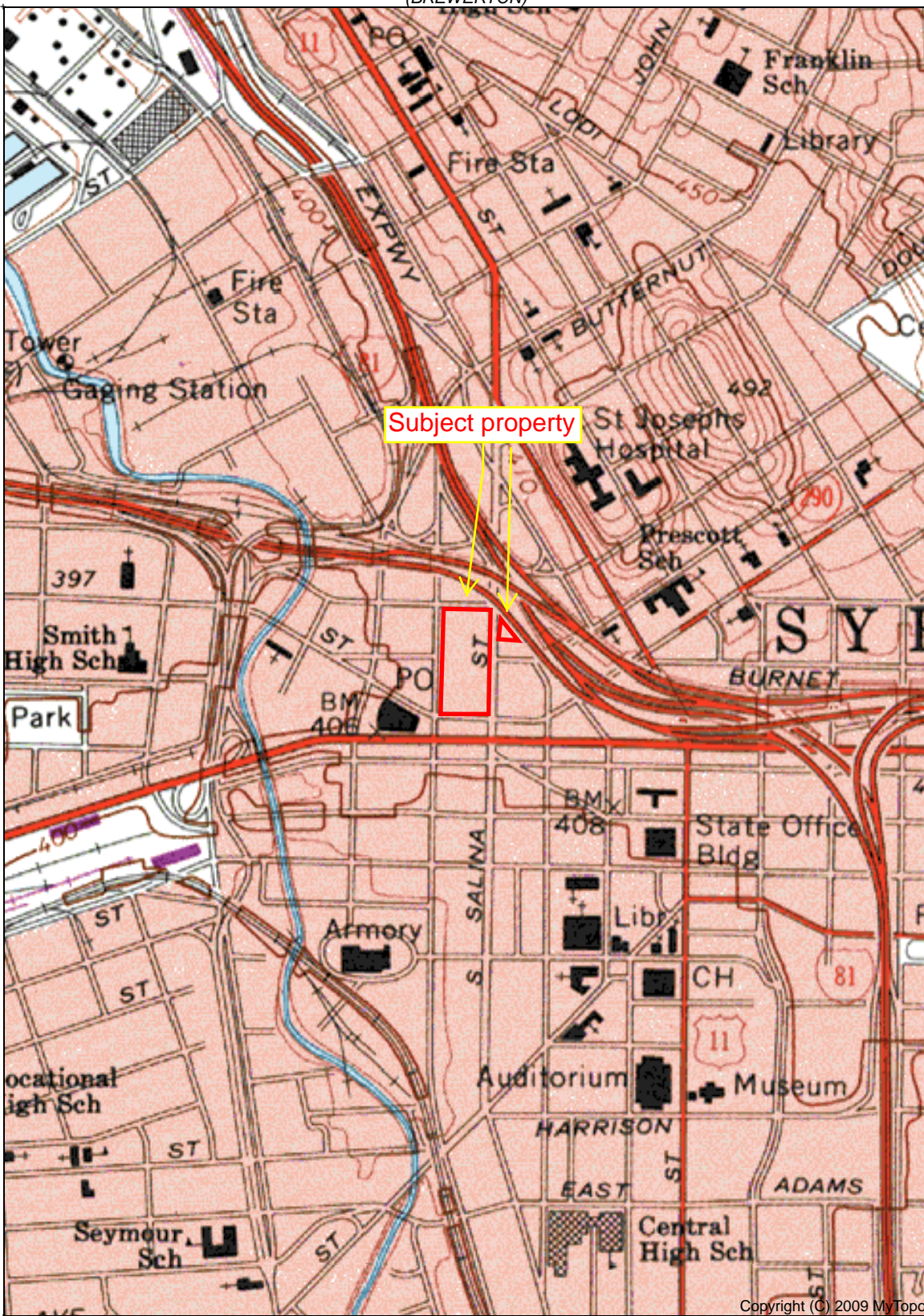
SYRACUSE WEST QUADRANGLE
NEW YORK
TOPOGRAPHIC SERIES

076° 08' 29.33" W
043° 03' 50.26" N

(CICERO)

(CAMILLUS)

(SYRACUSE EAST)



043° 02' 26.48" N
076° 09' 50.26" W

Copyright (C) 2009 MyTopo
Printed: Mon Dec 05, 2016

043° 02' 26.48" N
076° 08' 29.33" W

(MARCELLUS)

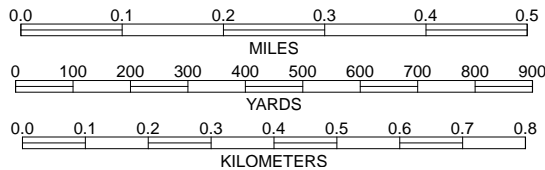
(SOUTH ONONDAGA)

(JAMESVILLE)

Declination



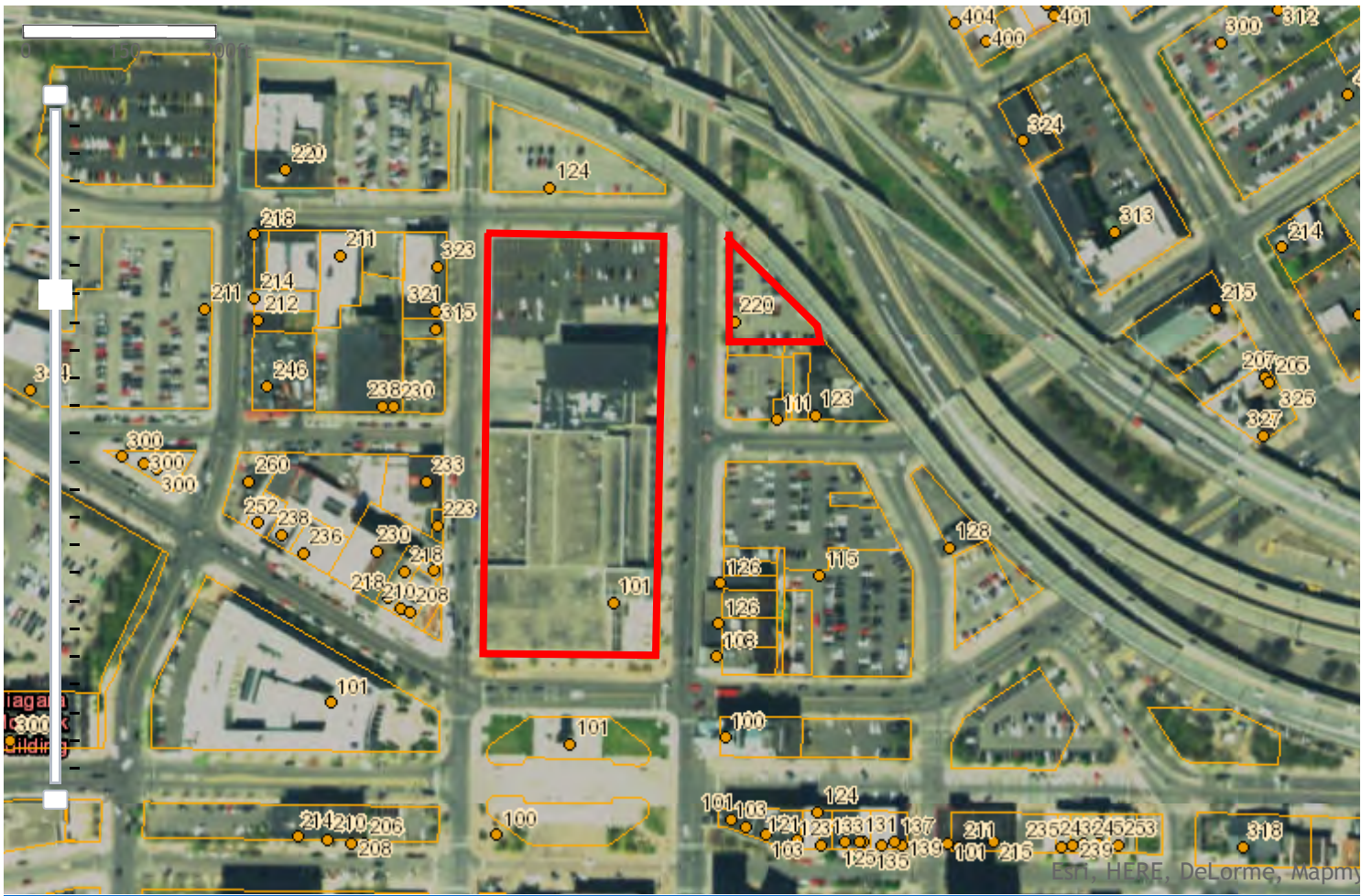
SCALE 1:12000



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM 1929

SYRACUSE WEST, NY
1973
Revised 1978

10.2 SITE MAPS



Initial Extent

Zoom In

Zoom Out

Bird's Eye

Street View

Pictometry

Identify

Sel

10.3 SITE CONDITION REPORT

LCS Project No.: 165 7075.39

LCS, INC. SITE CONDITION REPORT

LOAN: Purchase/refinance/foreclosure: Loan new to bank portfolio? Yes / No

DATE 11/24 EMPLOYEE NAME(S) Shane Kessler

PRESENT: Mr/Ms Chuck Wallace TITLE: Buyer Yrs. associated w/site 1

Mr/Ms VP - VEP structures TITLE: _____ Yrs. associated w/site _____

QUESTIONNAIRE: completed on-site or given to: Mr. Wallace Date 11/22

LIMITATIONS: paved surfaces/parked cars, stored materials

(No photos requested re of Printed Materials) Roof Inspected? (circle) Yes No

SITE INSPECTION INCLUDED: Int/Ext walk through

Int w/ Mr. Wallace: Add'l limitation: Mr. Wallace's limited knowledge

****DESCRIPTION OF CURRENT OPERATIONS (be specific, include tenants):**

Approximately 1/2 vacant office space, 1/2 Operational Printing Company

General Site Information	
Name of Site	<u>The Post Standard Building + (Parking 214)</u>
Site Address	<u>101-239 + 214 N. Salma St.</u>
Municipality, County, State	<u>City of Syracuse, Onondaga, NY</u>
Fronting Streets	<u>N. Salma, James St, Clinton St., Heral Place,</u>
Site Size (acres)	<u>4.66 Acres</u>
Site Topography (circle)	<u>Level at grade</u> or _____ % Slope (N/S/E/W)
Nearest Water Body	<u>Onondaga Creek, ~1100 feet west</u>
Exterior Conditions/Improvements (circle)	Outbuildings (#/type) _____ <u>Asphalt Parking</u> Green areas <u>Trees</u> Landscaping <u>Concrete</u> sidewalks _____
Locality (circle)	<u>Urban</u> Suburban Rural
Area Development (circle)	<u>Highly</u> Moderately Lightly
Area Character (circle all that apply)	<u>Industrial</u> Commercial <u>Residential</u> Agricultural Wooded Fallow
Grounds (circle all that apply)	Fill material (type/location) _____ Dead/stressed vegetation (amt/location) _____ Debris/dumping (type/location) _____ Storm drains (location/discharge to) <u>T.O. Parking Areas</u>
UTILITIES *Identify provider	Utilities Provided (circle): <u>Natural Gas</u> <u>Electric</u>
	WATER (circle): PRIVATE: well location _____ or <u>MUNICIPAL</u>
	SEWER (circle): SEPTIC: date of last perc test _____ or <u>MUNICIPAL</u> : connection date: _____
	EVIDENCE OF FORMER SEPTIC SYSTEM? <input checked="" type="radio"/> NO <input type="radio"/> YES, LOCATION _____

ACCORDING TO THE SITE CONTACT, PAST ON-SITE OPERATIONS INCLUDED (current buildings, historic buildings, DATES): Various media companies

ACCORDING TO THE SITE CONTACT, HISTORIC TENANTS INCLUDED: _____

* Industrial scale printing ops; newspapers, Ad floors, etc.

LCS Project No.: 1657075.39

STRUCTURES (CONTINUED):

NOTE: ALWAYS USE ONE SHEET PER STRUCTURE

Building Information	
Building Name: <u>Post Standard Bldg</u>	Building Construction Date <u>1971</u>
Sq. Ft. of Building: <u>1 Story - 58112 2 - 61458</u>	No. Stories: <u>1 + 2</u>
Building Use(s)/Operations: <u>Vacant Commercial / Active Printing Ops</u>	
Heating System/Location: <u>Multiple Boilers, + Radiant</u>	Heat Source: <u>Nat Gas</u>
EVIDENCE OF FORMER HEATING SYSTEM? <input checked="" type="radio"/> NO YES, TYPE _____	
Basement (circle) <input checked="" type="radio"/> Full / Partial / None	
Building Condition (circle) Excellent <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Poor	
Building Envelope (circle) <input checked="" type="radio"/> Block Poured Concrete <input checked="" type="radio"/> Steel Wood <input checked="" type="radio"/> Brick	
Siding (circle) Wood Aluminum Vinyl Asbestos <input checked="" type="radio"/> Transite <input checked="" type="radio"/> Brick Glass	
Roof (circle) <input checked="" type="radio"/> Flat Peaked Flashings Mansard	
Elevator (circle) No / <input checked="" type="radio"/> Yes (location) <u>2 Passenger</u> Pit? <u>No</u>	
Floor drains (circle) No / <input checked="" type="radio"/> Yes (location) <u>BR'S, 2 Freight</u> Discharge to: muni / septic / surface / other	
Oil/Water Separator (circle) <input checked="" type="radio"/> No / Yes (location) _____ Age: _____ Serviced by: _____	
Sump pit (circle) No / Yes (location) _____ Discharge to: muni / septic / surface / other	

NOTES:

In d: Lobby: 1m F.t., 2x2' C.T., Fl. lights, SR/JC
Vacant Area: Former Division of Post Standard
2x2 C.T., SR/JC, Fl. lights, 12m F.t. - Open office space
↳ Same on 2nd 4m tile in BR'S
AC unit in computer room
Mech Penthouse: 2 large Chillers
Heat x-changers, water pumps, expansion tanks
Roof: stone Ballast, 2 Chiller systems/condensers + 2 Large
↳ Rubber membrane on N.E. side, 3 RTUs, 2 Massive Air Handlers
↳ Mech Room Cont: large Electric Boilers: 1
2 Boilers for "old Bldg" - 3 for Mailroom/Active Areas

Adj:

S - Clinton Square Park

N - Parking

E - Parking / Mixed use Bld (100 Clinton Square)

W - Mixed Commercial/Res; offices, restaurants

2 _____ (add a,b,c as needed)

per Shane: Printing facility includes the loading dock space, warehouse space, printing areas and basement space; a small maintenance shop was also noted and is used for printing machine/parts maintenance. All the drums and the large former ink AST were noted in the basement.. All of the drums were full, some were stored on containment systems and some were stored on a metal grate which appears to be a catch basin. Unknown if there is a discharge point.

LCS Project No.: 165 7075.39

WELLS (DRYWELLS/INJECTION WELLS, etc):
 LOCATIONS: _____ DEPTH: _____
 USE OF WELL: _____ SAMPLE RESULTS: _____

PCBs:

Suspect PCB Container	#/Location	Owner	Evidence of Leaks	Labeled as non-PCB? ()
Transformer (pole-mounted)	All subsurface	Private / Utility	Yes / No	Yes / No
Transformer (pad-mounted)	~5 / Intero	Private / Utility (Tank)	Yes / <u>No</u>	Yes / <u>No</u>
Lifts			Yes / No	Yes / No
Elevators	5 / T.O.	Private	<u>Yes</u> / No Minor (1 only)	Yes / <u>No</u>
Fluorescent lights	T.O. Int	Private	Yes / <u>No</u>	Yes / <u>No</u>

BULK STORAGE TANKS: Total # USTs on-site: _____ Total # ASTs on-site: _____
 Total # vents: _____ Total # fills _____ Total # monitoring wells _____

Characteristics	Tank #1			Tank #2			Tank #3		
AST/UST									
Location									
Registered/Permitted (Dates)									
Date of Last Test									
Capacity									
Product									
Single/Double Walled									
Age									
Type of Monitoring System									
Any releases/spills?									
Status (circle)	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed
Characteristics	Tank #4			Tank #5			Tank #6		
AST/UST									
Location									
Registered/Permitted (Dates)									
Date of Last Test									
Capacity									
Product									
Single/Double Walled									
Age									
Type of Monitoring System									
Any releases/spills?									
Status (circle)	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed

EVIDENCE OF ADDITIONAL USTs (VENT PIPES/FILL PORTS, ETC.; LOCATION): _____

WERE ANY USTs EXCAVATED FROM or FILLED IN-PLACE ON PROPERTY? DATE: _____
 CONTRACTOR NAME: _____ DOCUMENTATION AVAILABLE? _____
 CONDITIONS IN AREA OF FORMER USTs (stained, stressed, dead vegetation/surfaces): _____

ASTs: 1 1000g+ (Empty) Ink Tank
 1 Water tank + Drums

LCS Project No.: 16S 7075.34

LEAD: Year Built: 1971 (cut off date 1978) Possible due to Age

Material/surface	Location	Approx. Quantity of Damaged Materials
Walls		
Ceilings		
Pipes, soldering		

ANY PREVIOUS LBP TESTING CONDUCTED ON-SITE? ___ NO ___ YES (obtain copy)

ASBESTOS: **All building materials considered suspect ACMs, no cut off date

Materials	Sizes/ Location	Condition (good, fair, poor)	Approx. Quantity of Damaged Materials**
Ceiling Tiles	2x2 / T.O. Int	OK	—
Drywall and plaster	T.O. Int	OK	—
Floor tiles	1m, 12m, (9x9 in Basement)	Good -> Fair	unk
Roofing felts and/or materials	—		
Spray on fireproofing	—		
HVAC system insulating materials	—		

** WATER STAINING SHOULD NOT BE INCLUDED HERE - INCLUDE IN SUSPECT MOLD SECTION

IF UNDERGOING RENOVATION: IS O & M PLAN IN-PLACE? ___ WAS ACM SURVEY DONE? ___

ODORS: (circle) SOLVENTS NATURAL GAS PETROLEUM OTHER
LOCATION: _____

SUSPECT MOLD: YES or NO

Location	Approximate Quantity

MOISTURE AND/OR MUSTY ODORS? ___ NO ___ YES
IF SO, WHERE? _____

LCS Project No.:

PERMITS (IF YES, OBTAIN COPIES): (circle)

NPDES/SPDES RCRA HAZ. WASTE SEWER DISCHARGE AIR EMISSIONS OTHER

HAZARDOUS MATERIALS (INCLUDE 55-GALLON DRUMS):

Material	Source/Process	Storage Container/Location	Approx. Quantity On-Site	Condition
Cleaning supplies	Gen M/Cleaning or Print	Machines 5g, 1g, or 1.5g/T.O.	50-75g	OK
Water Treatment Chem	Mech. water systems	55g, 5g, 1g, /T.O.	(unk) 300g+	OK
Lubricants	Mech. Systems	↓	(unk) 250g+	OK
INK	Printing	55g / Basement	1000g+	OK

ADEQUATE STORAGE PRACTICES? (circle) NO YES (Add comments if no.)
 Almost all chemicals on site on 2nd Containment
 MSDS'S (circle) NO YES (COPIES OR REVIEWED ON-SITE)
 HAZARD COMMUNICATION PROGRAM? NO YES

UNLABELED/DAMAGED CONTAINERS:

WASTES:

Material	Source/Process	Storage Container/ Location	Approx Quantity On-Site	Condition	Transporter
Solid	General Waste	T.O.	unk		unk
Recycling	CB	Bailed/Basement	unk	OK	Unknown
Waste oil/ Parts Cleaner		Basement	W.O. 200g+ / Cleaner	OK	Safety Kleen

Obtain copies of disposal receipts, if available.

LCS Project No.: 1657075.39

DRY CLEANERS:

CURRENT MACHINE TYPE? _____ AGE OF CURRENT MACHINE? _____
LOCATION OF MACHINE (basement, 1st floor, etc): _____
FORMER MACHINE TYPE? _____
HOW LONG HAS DRY CLEANING BEEN CONDUCTED ON-SITE? _____

FILM DEVELOPING/X-RAYS:

SILVER RECOVERY SYSTEM IN PLACE? _____ NO _____ YES
LEAD LINED WALLS FOR X-RAY ROOMS? _____ NO _____ YES

ADJACENT PROPERTIES:

List names and type of operations adjacent and next adjacent to subject property.

Direction	Current Use	Address (MUST INCLUDE)	Comments/Concerns (including past uses, if apparent)
North	Parking lot	Herald Place	If dry cleaner, circle one: Drop off or DC Plant
South	Clinton Square Park		If dry cleaner, circle one: Drop off or DC Plant
East	Parking/ Commercial Bldg	114-118 N. Salina	If dry cleaner, circle one: Drop off or DC Plant
West	Mixed Commercial	~200-315 N. Clinton St.	If dry cleaner, circle one: Drop off or DC Plant

GENERATORS: (firing source?) _____ COMPRESSORS: (releases?) ~5, No

ADDITIONAL NOTES:

Additional Mechanical: Multiple Air handlers (15+) - (overall, whole Bldg)
Air Compressors: 11 Transformers: 111
2nd Floor: Printing area: 2 large Kodak Polychrome Printers Newsetter TH 180
Press Room: WIFAG OF 370 PCU Presses
 - Cleaned @ night rags disposed of, picked up -> Aramark Tunnel City
Loading Docks: Hyd levelers: 111
Basement: spray on fireproofing on steel
 - Electrical Rm: -large transformer
 - Mostly storage space - 9x9" f.t. in storage rooms

- Safety-Kleen Parts Cleaner

Chuck Wallace - c: 315 744 0714

LCS Project No.: 1657075-39

The Site Contact and the Owner (if not the same person) must be asked the following questions:

(1) Are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the property?

SITE CONTACT RESPONSE: Buyer

OWNER RESPONSE: _____

(2) Are you aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on or from the property?

SITE CONTACT RESPONSE: _____

OWNER RESPONSE: _____

(3) Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?

SITE CONTACT RESPONSE: _____

OWNER RESPONSE: _____

Also, ask for copies of any of the following:

- Environment site assessment reports,
- Environment compliance audit reports,
- Environmental permits (for example, solid waste disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits),
- Registrations for underground and above-ground storage tanks,
- Registrations for underground injection systems,
- Material safety data sheets,
- Community right-to-know plan,
- Safety plans; preparedness and prevention plans; spill prevention, countermeasure, and control plans; etc.,
- Reports regarding hydrogeologic conditions on the property or surrounding area,
- Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property,
- Hazardous waste generator notices or reports,
- Geotechnical studies,
- Risk assessments, and
- Recorded activity and use limitations (AULs).

SITE SKETCH



10.4 SITE PHOTOGRAPHS

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the north and east sides of the building.

Photo 2: View of the east side of the building.

Photo 3: View of the south and east side of the building.

Photo 4: View of the south side of the building.

LCS, INC.
40 LA RIVIERE DRIVE, SUITE 120
BUFFALO, NEW YORK 14202
Project No. 16S7075.39 Photo Date: November 29, 2016

SITE PHOTOGRAPHS
Commercial Property
101-239 and 214 Salina Street North (aka 101-125 Herald
Pl., 100-130 Clinton Sq., and 212-320 N. Clinton St.)
Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the west side of the building.

Photo 2: View of the north and west sides of the building.

Photo 3: View of the lobby.

Photo 4: View of the first floor office area (south end).

LCS, INC.
40 LA RIVIERE DRIVE, SUITE 120
BUFFALO, NEW YORK 14202
Project No. 16S7075.39 Photo Date: November 29, 2016

SITE PHOTOGRAPHS
Commercial Property
101-239 and 214 Salina Street North (aka 101-125 Herald
Pl., 100-130 Clinton Sq., and 212-320 N.Clinton St.)
Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the second floor office area (south end).

Photo 2: View of the second floor office area (central area).

Photo 3: View of a typical restroom with floor drain shown.

Photo 4: View of the main mechanical room (second floor).

LCS, INC.
40 LA RIVIERE DRIVE, SUITE 120
BUFFALO, NEW YORK 14202
Project No. 16S7075.39 Photo Date: November 29, 2016

SITE PHOTOGRAPHS
Commercial Property
101-239 and 214 Salina Street North (aka 101-125 Herald
Pl., 100-130 Clinton Sq., and 212-320 N. Clinton St.)
Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the typical natural gas boilers used throughout the building.

Photo 2: View of a typical air handler used throughout the building.

Photo 3: View of a typical chiller system.

Photo 4: View of the main cooling tower.

LCS, INC.
40 LA RIVIERE DRIVE, SUITE 120
BUFFALO, NEW YORK 14202
Project No. 16S7075.39 Photo Date: November 29, 2016

SITE PHOTOGRAPHS
Commercial Property
101-239 and 214 Salina Street North (aka 101-125 Herald
Pl., 100-130 Clinton Sq., and 212-320 N. Clinton St.)
Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the additional chillers and HVAC systems on the roof.

Photo 2: View of the roof.

Photo 3: View of the typical water treatment chemicals stored in mechanical spaces.

Photo 4: View of the typical lubricants stored in mechanical spaces.

LCS, INC.
40 LA RIVIERE DRIVE, SUITE 120
BUFFALO, NEW YORK 14202
Project No. 16S7075.39 Photo Date: November 29, 2016

SITE PHOTOGRAPHS
Commercial Property
101-239 and 214 Salina Street North (aka 101-125 Herald
Pl., 100-130 Clinton Sq., and 212-320 N. Clinton St.)
Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the typical transformers found throughout the building.

Photo 2: View of a maintenance room and printer cleaning chemicals.

Photo 3: View of the main printing space (north end).

Photo 4: View of the printing machines.

LCS, INC.
40 LA RIVIERE DRIVE, SUITE 120
BUFFALO, NEW YORK 14202
Project No. 16S7075.39 Photo Date: November 29, 2016

SITE PHOTOGRAPHS
Commercial Property
101-239 and 214 Salina Street North (aka 101-125 Herald
Pl., 100-130 Clinton Sq., and 212-320 N. Clinton St.)
Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the smaller polychrome printers.

Photo 2: View of the packaging and distribution center (first floor north end).

Photo 3: View of the office area.

Photo 4: View of the typical storage of chemicals used in printing processes.

LCS, INC.
40 LA RIVIERE DRIVE, SUITE 120
BUFFALO, NEW YORK 14202
Project No. 16S7075.39 Photo Date: November 29, 2016

SITE PHOTOGRAPHS
Commercial Property
101-239 and 214 Salina Street North (aka 101-125 Herald
Pl., 100-130 Clinton Sq., and 212-320 N. Clinton St.)
Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



- Photo 1: View of the basement.
- Photo 2: View of the maintenance shop.
- Photo 3: View of the parts cleaner.
- Photo 4: View of the mechanical systems in the basement.

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of a compressor.

Photo 2: View of the cardboard bailer.

Photo 3: View of the former printing ink tank (marked empty/not in use).

Photo 4: View of the concrete containment system surrounding the ink tank.

LCS, INC.
40 LA RIVIERE DRIVE, SUITE 120
BUFFALO, NEW YORK 14202
Project No. 16S7075.39 Photo Date: November 29, 2016

SITE PHOTOGRAPHS
Commercial Property
101-239 and 214 Salina Street North (aka 101-125 Herald
Pl., 100-130 Clinton Sq., and 212-320 N. Clinton St.)
Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the various inks and cleaning chemicals stored in the basement, stored on a metal grate.

Photo 2: View of the various inks and cleaning chemicals stored in the basement on secondary containment systems.

Photo 3: View of an elevator equipment room.

Photo 4: View of an elevator equipment room with minor leak shown.

LCS, INC.
40 LA RIVIERE DRIVE, SUITE 120
BUFFALO, NEW YORK 14202
Project No. 16S7075.39 Photo Date: November 29, 2016

SITE PHOTOGRAPHS
Commercial Property
101-239 and 214 Salina Street North (aka 101-125 Herald
Pl., 100-130 Clinton Sq., and 212-320 N. Clinton St.)
Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of an elevator equipment room.

Photo 2: View of the waste oils stored in the basement.

Photo 3: View of the additional chemicals stored in the basement.

Photo 4: View of the additional chemicals stored in the basement.

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the loading docks.

Photo 2: View of the garage/loading docks.

Photo 3: View of the 214 Salina Street North parking lot.

Photo 4: View of the 214 Salina Street North parking lot.

<p>LCS, INC. 40 LA RIVIERE DRIVE, SUITE 120 BUFFALO, NEW YORK 14202 Project No. 16S7075.39 Photo Date: November 29, 2016</p>	<p><u>SITE PHOTOGRAPHS</u> Commercial Property 101-239 and 214 Salina Street North (aka 101-125 Herald Pl., 100-130 Clinton Sq., and 212-320 N.Clinton St.) Syracuse, New York 13202</p>
---	--

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the east adjacent property.

Photo 2: View of the south adjacent property.

Photo 3: View of the west adjacent properties.

Photo 4: View of the north adjacent property.

LCS, INC.
40 LA RIVIERE DRIVE, SUITE 120
BUFFALO, NEW YORK 14202
Project No. 16S7075.39 Photo Date: November 29, 2016

SITE PHOTOGRAPHS
Commercial Property
101-239 and 214 Salina Street North (aka 101-125 Herald
Pl., 100-130 Clinton Sq., and 212-320 N. Clinton St.)
Syracuse, New York 13202

10.5 OWNER/OPERATOR QUESTIONNAIRE

The LCS Owner/Operator Questionnaire was given to Mr. Chuck Wallace to provide to the current owner/operator on November 22, 2016, for completion. As of the date of this report, LCS has yet to receive the completed questionnaire. Any response information that would alter or affect the findings and conclusions of this report will be forwarded as an addendum to this report when it is received by LCS.

As required by 40 CFR 312.23, LCS has attempted to contact and interview the former owners and/or operators of the subject property to discuss historic use and storage of hazardous substances. To-date, LCS has been unable to interview any relevant previous owners or operators.

LCS, INC.
PREVIOUS OWNER INFORMATION
(FOR USE WHEN CONDUCTING AN ASTM 1527-05 PHASE I)

PROJECT#: 1657075.39

LIST OF PREVIOUS OWNERS/OCCUPANTS/OPERATORS:

101-237
Herald Company

214
Herald Company
City of SYR

IDENTIFIED BY: Assessment Info

ACCORDING TO THE STANDARD, WE NEED TO ATTEMPT TO CONTACT PREVIOUS OWNERS, DOCUMENT ATTEMPTS BELOW:

↳ Messages left @ City Codes

DATE OF INTERVIEW: _____

NAME: _____

CIRCLE ONE: past owner past occupant past operator

Historical uses of the subject property (including dates): _____

Environmental concerns identified: _____

10.6 REGULATORY INFORMATION

ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



DATABASE REPORT

Project Property: 16S7075
101-239 And 214 N Salina St
Syracuse NY 13202

Project No: 16S7075

Report Type: Database Report

Order No: 20161130088

Requested by: LCS, Inc.

Date Completed: December 2, 2016

**Environmental Risk
Information Services**
A division of Glacier Media Inc.
P: 1.866.517.5204
E: info@erisinfo.com

www.erisinfo.com

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Notice: IMPORTANT LIMITATIONS and YOUR LIABILITY

Reliance on information in Report: This report DOES NOT replace a full Phase I Environmental Site Assessment but is solely intended to be used as database review of environmental records.

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Executive Summary

Property Information:

Project Property: 16S7075
101-239 And 214 N Salina St Syracuse NY 13202

Project No: 16S7075

Coordinates:

Latitude: 43.05239
Longitude: -76.152783
UTM Northing: 4,767,277.48
UTM Easting: 406,117.99
UTM Zone: UTM Zone 18T

Elevation: 405 FT

Order Information:

Order No: 20161130088
Date Requested: November 30, 2016
Requested by: LCS, Inc.
Report Type: Database Report

Historicals/Products:

City Directory Search 1 Street Search
Fire Insurance Maps US Fire Insurance Maps

Executive Summary: Report Summary

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
Standard Environmental Records								
Federal								
NPL	Y	1	0	0	0	0	1	1
PROPOSED NPL	Y	1	0	0	0	0	0	0
DELETED NPL	Y	.5	0	0	0	0	-	0
SEMS	Y	.5	0	0	0	1	-	1
SEMS ARCHIVE	Y	.5	0	0	0	1	-	1
CERCLIS	Y	.5	0	0	0	2	-	2
CERCLIS NFRAP	Y	.5	0	0	0	1	-	1
CERCLIS LIENS	Y	PO	0	-	-	-	-	0
RCRA CORRACTS	Y	1	0	0	0	0	0	0
RCRA TSD	Y	.5	0	0	0	0	-	0
RCRA LQG	Y	.25	0	1	2	-	-	3
RCRA SQG	Y	.25	0	3	2	-	-	5
RCRA CESQG	Y	.25	0	2	2	-	-	4
RCRA NON GEN	Y	.25	0	23	32	-	-	55
FED ENG	Y	.5	0	0	0	0	-	0
FED INST	Y	.5	0	0	0	0	-	0
ERNS 1982 TO 1986	Y	PO	0	-	-	-	-	0
ERNS 1987 TO 1989	Y	PO	0	-	-	-	-	0
ERNS	Y	PO	0	-	-	-	-	0
FED BROWNFIELDS	Y	.5	0	0	0	0	-	0
FEMA UST	Y	.25	0	0	0	-	-	0
State								
SHWS	Y	1	0	0	1	1	3	5
DSHW	Y	1	0	0	0	0	0	0
VAPOR	Y	1	0	0	0	0	0	0
SWF/LF	Y	.5	0	0	0	2	-	2
LEAKING TANKS	Y	.5	0	5	4	32	-	41
DLST	Y	.5	0	0	0	0	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
UST	Y	.25	0	6	8	-	-	14
AST	Y	.25	0	6	3	-	-	9
DELISTED TANKS	Y	.25	0	0	0	-	-	0
TANKS	Y	.25	0	0	0	-	-	0
CBS	Y	.25	0	0	0	-	-	0
MOSF	Y	.5	0	0	0	0	-	0
NY ENG	Y	.5	0	0	1	0	-	1
NY INST	Y	.5	0	0	1	0	-	1
VCP	Y	.5	0	0	1	9	-	10
ERP	Y	.5	0	0	0	1	-	1
BROWNFIELDS	Y	.5	0	0	3	10	-	13
Tribal								
INDIAN LUST	Y	.5	0	0	0	0	-	0
INDIAN UST	Y	.25	0	0	0	-	-	0
DELISTED ILST	Y	.5	0	0	0	0	-	0
DELISTED IUST	Y	.25	0	0	0	-	-	0
County								
CORTLAND TANKS	Y	.25	0	0	0	-	-	0
NASSAU TANKS	Y	.25	0	0	0	-	-	0
ROCKLAND TANKS	Y	.25	0	0	0	-	-	0
SUFFOLK TANKS	Y	.25	0	0	0	-	-	0
WSTCHST TANKS	Y	.25	0	0	0	-	-	0
DELISTED COUNTY	Y	.25	0	0	0	-	-	0
<u>Additional Environmental Records</u>								
Federal								
FINDS/FRS	Y	PO	1	1	-	-	-	2
TRIS	Y	PO	0	16	-	-	-	16
HMIRS	Y	.125	0	0	-	-	-	0
NCDL	Y	PO	0	-	-	-	-	0
ODI	Y	.5	0	0	0	0	-	0
IODI	Y	.5	0	0	0	0	-	0
TSCA	Y	.125	0	0	-	-	-	0
HIST TSCA	Y	.125	0	0	-	-	-	0
FTTS ADMIN	Y	PO	0	-	-	-	-	0
FTTS INSP	Y	PO	0	-	-	-	-	0
PRP	Y	PO	0	-	-	-	-	0
SCRD DRYCLEANER	Y	.5	0	0	0	0	-	0
ICIS	Y	PO	0	-	-	-	-	0
FED DRYCLEANERS	Y	.25	0	0	0	-	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
DELISTED FED DRY	Y	.25	0	0	0	-	-	0
FUDS	Y	1	0	0	0	0	0	0
MLTS	Y	PO	0	-	-	-	-	0
HIST MLTS	Y	PO	0	-	-	-	-	0
MINES	Y	.25	0	0	0	-	-	0
ALT FUELS	Y	.25	0	1	1	-	-	2
State								
NY SPILLS	Y	.125	2	23	-	-	-	25
DRYCLEANERS	Y	.25	0	0	0	-	-	0
Tribal	No Tribal additional environmental record sources available for this State.							
County								
E DESIGNATION	Y	.125	0	0	-	-	-	0
Total:			3	87	61	60	4	215

* PO – Property Only

* 'Property and adjoining properties' database search radii are set at 0.25 miles.

South Salina; not subject property

Executive Summary: Site Report Summary - Project Property

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
<u>1</u>	FINDS/FRS	M & T BANK	101 S SALINA ST SYRACUSE NY 13202	-	0.00 / 0.00	1	<u>50</u>
<u>1</u>	NY SPILLS	THE HAROLD COMPANY	101 NORTH SALINA ST SYRACUSE NY <i>Site ID Close Date: 256623 2001-02-21 00:00:00</i>	-	0.00 / 0.00	1	<u>50</u>
<u>2</u>	NY SPILLS	AUTO GARAGE	115 NORTH SALINA STREET SYRACUSE NY <i>Site ID Close Date: 493399 2014-09-23 00:00:00</i>	-	0.00 / 0.00	-2	<u>51</u>

Executive Summary: Site Report Summary - Surrounding Properties

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
3	FINDS/FRS	NIAGARA MOHAWK A NATIONAL GRID CO	N SALINA ST & E WILLOW ST SYRACUSE NY 13202	E	0.00 / 3.65	1	52
3	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	N SALINA ST & E WILLOW ST MANHOLE 2-1 SYRACUSE NY 13202	E	0.00 / 3.65	1	53
4	NY SPILLS	MVA	N. SALINA / W. GENESEE ST SYRACUSE NY <i>Site ID Close Date:</i> 514987 2016-06-15 00:00:00	SSE	0.00 / 23.14	-2	54
5	LEAKING TANKS	I81 AT I690	I81 AT I690 SYRACUSE NY <i>Site ID Close Date:</i> 467020 2013-01-17 00:00:00	NE	0.01 / 32.21	4	55
5	RCRA NON GEN	NYSDOT BRIDGE BIN 1095510	RTE I-690 OVER RTE I-81 SYRACUSE NY 13202	NE	0.01 / 32.21	4	56
5	RCRA NON GEN	NYSDOT BRIDGE BIN 1064590	I-81 SB FROM I-690 WB OVER E FAYETTE SYRACUSE NY 13203	NE	0.01 / 32.21	4	57
5	RCRA NON GEN	NYSDOT- BIN 105388A	I-81 RAMP TO I-690EB/JAMES STR SYRACUSE NY 13202	NE	0.01 / 32.21	4	58
5	NY SPILLS	RT 81 NORTH & 690 WEST	RT 81/RT 690 SYRACUSE NY <i>Site ID Close Date:</i> 277502 1994-09-29 00:00:00	NE	0.01 / 32.21	4	60
5	NY SPILLS	ROADWAY	NB I 81 SOUTH OF EB 690 SPLIT SYRACUSE NY <i>Site ID Close Date:</i> 478505 2013-02-08 00:00:00	NE	0.01 / 32.21	4	61
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	62
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	62
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	63

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	63
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	64
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	65
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	65
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	66
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	66
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	67
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	67
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	68
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	68
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	69
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	69
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	70

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
7	NY SPILLS	ON CLINTON STREET SIDE	210 WEST GENESEE STREET SYRACUSE NY <i>Site ID / Close Date:</i> 337224 2005-02-08 00:00:00	SW	0.01 / 73.52	-3	71
8	RCRA NON GEN	NYS DOT BRIDGE BIN 1051000	RTE I-690 OVER N SALINA ST SYRACUSE NY 13202	NNE	0.02 / 94.39	4	72
10	NY SPILLS	ON A BRIDGE	I-81 & I-690 INTERCHANGE SYRACUSE NY <i>Site ID / Close Date:</i> 80900 2004-12-28 00:00:00	NE	0.03 / 137.89	8	73
11	RCRA CESQG	NYS DOT BIN 1095510	I-690 WB OVER I-81 SYRACUSE NY 13202	NE	0.03 / 144.62	9	74
11	RCRA LQG	NYS DOT BIN 105384A	RAMP FROM I-81 NB TO I-690 EB OVER ERIE BLVD SYRACUSE NY 13202	NE	0.03 / 144.62	9	75
12	RCRA NON GEN	NYS DOT BRIDGE BIN 1050921	I-690 WB CONNECTOR B WILLOW ST SYRACUSE NY 13203	E	0.03 / 158.33	3	76
12	RCRA NON GEN	NYS DOT BRIDGE BIN 1050922	I-690 WB OVER WILLOW ST SYRACUSE NY 13203	E	0.03 / 158.33	3	78
13	UST	THE HERALD COMPANY	CLINTON SQUARE SYRACUSE NY 13202 <i>Site ID / Site Status:</i> 46128 Unregulated/Closed <i>Tank No / Tank Status / Close Date:</i> 005 Closed - Removed 2000-09-22 00:00:00, 001 Closed - Removed 1998-07-01 00:00:00, 004 Closed - Removed 2000-09-22 00:00:00, 003 Closed - Removed 2000-09-22 00:00:00, 002 Closed - Removed 1998-07-01 00:00:00	SSW	0.03 / 158.60	-3	80
14	AST	WALT'S AUTOMOTIVE SERVICE LLC	238 WEST GENESEE ST SYRACUSE NY 13202 <i>Site ID / Site Status:</i> 46093 Active <i>Tank No / Tank Status / Close Date:</i> 2 In Service , 3 In Service , 1 In Service , 4 In Service	SW	0.03 / 161.47	-4	85
14	LEAKING TANKS	WALT SERVICE CENTER	238 WEST GENESEE STREET SYRACUSE NY <i>Site ID / Close Date:</i> 153354 2009-01-06 00:00:00	SW	0.03 / 161.47	-4	91
14	NY SPILLS	J.P. BYRNE RETREAD SHOP	238 WEST GENESEE STREET SYRACUSE NY <i>Site ID / Close Date:</i> 281910 1995-02-28 00:00:00	SW	0.03 / 161.47	-4	92
14	UST	WALT'S AUTOMOTIVE SERVICE LLC	238 WEST GENESEE ST SYRACUSE NY 13202 <i>Site ID / Site Status:</i> 46093 Active <i>Tank No / Tank Status / Close Date:</i> 001 Closed - Removed 2004-05-14 00:00:00, 002 Closed - Removed 2004-05-14 00:00:00	SW	0.03 / 161.47	-4	93
15	RCRA NON GEN	FLEET BANK	1 CLINTON SQ SYRACUSE NY 13202	SSW	0.04 / 188.87	-4	96

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
16	RCRA NON GEN	CLINTON EXCHANGE THE	4 CLINTON SQ SYRACUSE NY 13202	SSW	0.04 / 191.01	-4	97
17	NY SPILLS	HESS; ROUTE 11	ROUTE 11, S. SALINA ST SYRACUSE NY <i>Site ID Close Date:</i> 265466 1987-06-10 00:00:00	SSE	0.04 / 191.08	-4	99
18	RCRA NON GEN	NYS DOT BRIDGE BIN 1008489	I-81 OVER N SALINA ST SYRACUSE NY 13202	NNE	0.04 / 196.62	3	100
19	UST	KRELL DIST. CO. INC.	211 HERALD PL SYRACUSE NY 13202 <i>Site ID Site Status:</i> 46122 Unregulated/Closed <i>Tank No Tank Status Close Date:</i> 001 Closed Prior to 03/1991	NW	0.04 / 221.96	-1	101
20	AST	RECORD MANAGEMENT SYSTEMS	216 W. WILLOW ST SYRACUSE NY 13202 <i>Site ID Site Status:</i> 47027 Unregulated/Closed <i>Tank No Tank Status Close Date:</i> 001 Closed - In Place 1997-09-01 00:00:00	W	0.04 / 235.10	-5	103
21	NY SPILLS	PAINT STRIPPER	N CLINTON ST SYRACUSE NY <i>Site ID Close Date:</i> 176569 1989-06-06 00:00:00	NNW	0.05 / 246.51	4	105
22	NY SPILLS	TRANSFORMER LEAK	S. CLINTON ST & WATER ST SYRACUSE NY <i>Site ID Close Date:</i> 129966 1994-06-16 00:00:00	SSW	0.05 / 287.70	-5	106
23	RCRA NON GEN	S M R METALS	310 PEARL ST SYRACUSE NY 13210	ENE	0.06 / 328.04	2	107
24	NY SPILLS	WEST WATER STREET	228-238 WEST WATER ST SYRACUSE NY <i>Site ID Close Date:</i> 319631 2004-11-17 00:00:00	SSW	0.06 / 332.01	-3	109
25	LEAKING TANKS	VIP STRUCTURES	1 WEBSTER LANDING SYRACUSE NY <i>Site ID Close Date:</i> 276537 1993-01-12 00:00:00	N	0.06 / 336.32	4	110
25	LEAKING TANKS	VIP STRUCTURES	1 WEBSTERS LANDING SYRACUSE NY <i>Site ID Close Date:</i> 232386 1992-10-23 00:00:00	N	0.06 / 336.32	4	111
25	RCRA NON GEN	V I P STRUCTURES	1 WEBSTERS LANDING SYRACUSE NY 13202	N	0.06 / 336.32	4	112
25	UST	V.I.P. STRUCTURES, INC.	ONE WEBSTER'S LANDING SYRACUSE NY 13202 <i>Site ID Site Status:</i> 46516 Unregulated/Closed <i>Tank No Tank Status Close Date:</i> 001 Closed - Removed 1991-12-01 00:00:00	N	0.06 / 336.32	4	113

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number	
26	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	200 ERIE BLVD W MANHOLE 4040 SYRACUSE NY 13212	SW	0.06 / 339.10	-3	115	
27	AST	M & T BANK	101 SOUTH SALINA ST SYRACUSE NY 13202	SSE	0.07 / 384.41	-6	116	
			Site ID Site Status: 336892 Unregulated/Closed Tank No Tank Status Close Date: 1 Closed - Removed 2016-06-25 00:00:00					
27	RCRA CESQG	M & T BANK	101 S SALINA ST SYRACUSE NY 13202	SSE	0.07 / 384.41	-6	116	
28	RCRA SQG	JAMES M HANLEY FEDERAL BUILDING	100 S CLINTON ST SYRACUSE NY 13261	SSW	0.07 / 384.45	-6	118	
28	NY SPILLS	JAMES M HANLEY FED BUILDI	100 S CLINTON ST SYRACUSE NY	SSW	0.07 / 384.45	-6	119	
			Site ID Close Date: 75309 2000-10-24 00:00:00					
28	NY SPILLS	FEDERAL BUILDING	100 SOUTH CLINTON ST SYRACUSE NY	SSW	0.07 / 384.45	-6	120	
			Site ID Close Date: 487548 2013-10-02 00:00:00					
28	UST	JAMES M. HANLEY U.S. COURTHOUSE	& FEDERAL BUILDING 100 S. CLINTON ST SYRACUSE NY 13261	SSW	0.07 / 384.45	-6	121	
			Site ID Site Status: 46652 Unregulated/Closed Tank No Tank Status Close Date: 1 Closed - Removed 1998-12-01 00:00:00					
29	LEAKING TANKS	Spill Number 9508471	128 N WARREN ST SYRACUSE NY	ESE	0.07 / 395.85	1	124	
			Site ID Close Date: 319822 1996-01-01 00:00:00					
30	NY SPILLS	GENESEE AND FRANKLIN	GENESEE AND FRANKLIN SYRACUSE NY	WSW	0.08 / 398.31	-7	125	
			Site ID Close Date: 71473 1994-02-10 00:00:00					
31	NY SPILLS	.5	300 WEST GENESEE SYRACUSE NY	WSW	0.08 / 408.88	-7	125	
			Site ID Close Date: 86957 1999-05-12 00:00:00					
32	RCRA NON GEN	NYS DOT BRIDGE BIN 1054020	I-690 WB OVER N CLINTON ST SYRACUSE NY 13203	NNW	0.08 / 434.56	5	126	
33	AST	NYSERNET.ORG INC	100 SOUTH SALINA ST SYRACUSE NY 13202	S	0.08 / 439.77	-6	128	
			Site ID Site Status: 404051 Active Tank No Tank Status Close Date: 001 In Service					
33	RCRA NON GEN	NATIONAL GRID MANHOLE 100-S SALINA	100 S SALINA ST SYRACUSE NY 13202	S	0.08 / 439.77	-6	130	

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
34	RCRA NON GEN	E S SHOE CO LTD	313 E WILLOW ST SYRACUSE NY 13203	ENE	0.08 / 447.82	4	132
34	RCRA NON GEN	313 EAST WILLOW STREET CORP	313 E WILLOW ST SYRACUSE NY 13202	ENE	0.08 / 447.82	4	133
35	AST	AT&T SYRACUSE (NY 1198)	19 SOUTH WARREN ST SYRACUSE NY 13202	SE	0.09 / 450.66	-2	135
			Site ID Site Status: 439104 Unregulated/Closed		Tank No Tank Status Close Date: NY1198-A1 In Service		
36	RCRA NON GEN	NYS DOT BIN 1050851	I-690 WB OVER N FRANKLIN ST SYRACUSE NY 13202	NW	0.09 / 479.17	4	135
36	RCRA NON GEN	NYS DOT BRIDGE BIN 1050852	I-690 EB OVER N FRANKLIN ST SYRACUSE NY 13202	NW	0.09 / 479.17	4	137
36	NY SPILLS	FRANKLIN ST. RAMP	I-81 S/FRANKLIN ST RAMP SYRACUSE NY	NW	0.09 / 479.17	4	138
			Site ID Close Date: 300861 1994-09-19 00:00:00				
37	NY SPILLS	ROADWAY TO PRKING LOT	ERIE BLVD./FRANKLIN ST. SYRACUSE NY	SW	0.10 / 516.73	-4	139
			Site ID Close Date: 392099 2009-01-06 00:00:00				
38	RCRA SQG	EMO O'DONNELL BUILDING	301 ERIE BLVD WEST SYRACUSE NY 13202	SW	0.10 / 545.54	-5	140
39	AST	STATE TOWER ASSOCIATES	109 S. WARREN ST STATE TOWER BUILDING SYRACUSE NY 13202	SE	0.11 / 562.45	-4	141
			Site ID Site Status: 46468 Unregulated/Closed		Tank No Tank Status Close Date: 001 Tank Converted to Non-Regulated Use 1994-04-01 00:00:00		
39	RCRA NON GEN	NYS DOT-BIN1061770	109 SOUTH WARREN STREET SYRACUSE NY 13202	SE	0.11 / 562.45	-4	144
39	RCRA SQG	NYS DOT I-81 OFF RAMP/ROUTE 11	109 SOUTH WARREN STREET SYRACUSE NY 13202	SE	0.11 / 562.45	-4	145
40	NY SPILLS	CURB AND STORM DRAIN	INT. OF BUTTERNUT & FRANKLIN STS. SYRACUSE NY	NNW	0.11 / 588.68	-5	147
			Site ID Close Date: 469438 2014-08-22 00:00:00				
41	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	BUTTERNUT ST & FRANKLIN ST MH 884-A SYRACUSE NY 13204	NNW	0.11 / 598.96	-5	148

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
42	NY SPILLS	SHELL, E. GENESEE ST.	200 BLOCK E GENESEE ST SYRACUSE NY <i>Site ID Close Date:</i> 283559 1989-06-27 00:00:00	SSE	0.11 / 604.06	-4	149
43	NY SPILLS	MANHOLE 510	N STATE AND HICKORY ST SYRACUSE NY <i>Site ID Close Date:</i> 462807 2012-06-26 00:00:00	NE	0.11 / 605.63	19	150
44	NY SPILLS	BASEMENT TAILOR SHOP	224 EAST WATER STREET SYRACUSE NY <i>Site ID Close Date:</i> 91962 2002-08-06 00:00:00	SE	0.12 / 617.78	-3	151
45	NY SPILLS	FRANKLIN ST	129 FRANKLIN ST SYRACUSE NY <i>Site ID Close Date:</i> 137852 1990-06-13 00:00:00	SW	0.12 / 619.03	-5	152
46	NY SPILLS	WASHINGTON ST AND SALINA	WASHINGTON ST AND SALINA SYRACUSE NY <i>Site ID Close Date:</i> 253327 2004-02-12 00:00:00	S	0.12 / 630.14	-7	153
47	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	CLINTON ST & WASHINGTON ST SYRACUSE NY 13202	SSW	0.12 / 630.60	-9	154
47	NY SPILLS	INTERSECTION	CLINTON AND EAST WASHINGTON SYRACUSE NY <i>Site ID Close Date:</i> 448159 2011-07-05 00:00:00	SSW	0.12 / 630.60	-9	155
48	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	116 E WASHINGTON ST MANHOLE 116 SYRACUSE NY 13202	S	0.12 / 640.00	-8	156
49	UST	THE UNIVERSITY BUILDING	120 E. WASHINGTON ST SYRACUSE NY 13202 <i>Site ID Site Status:</i> 46985 Unregulated/Closed <i>Tank No Tank Status Close Date:</i> 001 Closed - In Place 1999-08-01 00:00:00	S	0.12 / 641.40	-7	157
50	ALT FUELS	EVPASS	141 West Washington Street Syracuse NY 13202	SSW	0.12 / 645.42	-8	159
51	RCRA NON GEN	SUNOCO SERVICE STATION	200 N STATE ST SYRACUSE NY 13203	E	0.14 / 732.53	6	160
51	UST	SUNOCO #0363-8954	200 NORTH STATE ST SYRACUSE NY 13203 <i>Site ID Site Status:</i> 44647 Active <i>Tank No Tank Status Close Date:</i> 003 In Service , 002 In Service , 001 In Service	E	0.14 / 732.53	6	161
52	RCRA NON GEN	GENERAL CHEMICAL LLC	344 W GENESEE ST SYRACUSE NY 13202	W	0.14 / 737.35	-10	166

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
53	BROWNFIELDS	Washington Station	333 W. Washington Street Syracuse NY 13202	SW	0.15 / 786.28	-6	168
53	UST	WASHINGTON / WALTON CO LLC	333 WEST WASHINGTON ST SYRACUSE NY 13202	SW	0.15 / 786.28	-6	169
54	AST	KEY BANK OF NEW YORK	201 S. WARREN ST SYRACUSE NY 13202	SSE	0.15 / 790.49	-7	173
55	LEAKING TANKS	AT&T BLDG	250 S CLINTON ST SYRACUSE NY	SSW	0.15 / 790.72	-11	175
56	RCRA NON GEN	FRANKLIN SQUARE ASSOC	429N FRANKLIN ST SYRACUSE NY 132041415	NNW	0.15 / 815.81	-16	176
57	RCRA NON GEN	MERCHANTS BANK	216-220 S WARREN ST SYRACUSE NY 132021607	SSE	0.15 / 816.18	-7	177
58	LEAKING TANKS	NIMOSYR	300 ERIE BLVD WEST SYRACUSE NY	WSW	0.17 / 908.64	-5	179
58	RCRA CESQG	NMPC - ERIE BLVD COMPLEX	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	179
58	RCRA NON GEN	NIAGARA MOHAWK - RTE 9W	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	181
58	RCRA NON GEN	NIAGARA MOHAWK LOCKPORT STATION	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	182
58	RCRA NON GEN	NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	184
58	RCRA NON GEN	NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	185
58	RCRA NON GEN	NIAGARA MOHAWK - FEEDER DAM HYDRO STAT	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	187

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number	
58	RCRA NON GEN	NIAGARA MOHAWK EAST UTICA SUBSTATION	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	188	
58	RCRA NON GEN	NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	189	
58	RCRA NON GEN	NIAGARA MOHAWK BUFFALO STATION 3	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	191	
58	RCRA NON GEN	NIAGARA MOHAWK BUFFALO STATION 1	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	192	
58	RCRA NON GEN	NIAGARA MOHAWK CHERRY VALLEY SUB	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	193	
58	RCRA NON GEN	NIAGARA MOHAWK GOLAH SUBSTATION	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	195	
58	SHWS	NM - Syracuse Erie Blvd. MGP	300 Erie Blvd West Syracuse NY 13208-	WSW	0.17 / 908.64	-5	196	
58	UST	NIAGARA MOHAWK POWER CORP.	300 ERIE BLVD WEST SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	198	
			Site ID / Site Status: 45815 Unregulated/Closed Tank No / Tank Status / Close Date: 001 Closed Prior to 03/1991 , 002 Closed Prior to 03/1991					
59	RCRA NON GEN	NYSDOT BRIDGE BIN 105100A	I-690 EB CONN D OVER STATE ST SYRACUSE NY 13201	E	0.18 / 938.74	4	201	
59	RCRA NON GEN	NYSDOT BRIDGE BIN 105095A	I-690 WB CONN B OVER STATE ST SYRACUSE NY 13202	E	0.18 / 938.74	4	203	
60	LEAKING TANKS	ST JOSEPHS HOSP HEALTH	201 PROSPECT AVE SYRACUSE NY	NE	0.19 / 981.53	49	204	
			Site ID / Close Date: 320693 2003-11-03 00:00:00					
61	AST	SYRACUSE BARBER & BEAUTY SUPPLY, INC.	320 S. CLINTON ST CORNER OF CLINTON & WALTON SYRACUSE NY 13202	S	0.20 / 1,035.98	-14	205	
			Site ID / Site Status: 46986 Unregulated/Closed Tank No / Tank Status / Close Date: 001 Closed - In Place 1997-07-01 00:00:00					
61	RCRA NON GEN	MARJON LLC	320 S CLINTON ST SYRACUSE NY 13202	S	0.20 / 1,035.98	-14	207	

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number	
62	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	WARREN & FAYETTE ST SYRACUSE NY 13202	SSE	0.20 / 1,038.99	-9	208	
63	RCRA LQG	RITE AID #546	301 SOUTH SALINA STREET SYRACUSE NY 13202	S	0.20 / 1,044.77	-12	209	
64	BROWNFIELDS	432 North Franklin Street	432 North Franklin Street Syracuse NY 13201	NNW	0.20 / 1,068.95	-19	212	
64	NY ENG	432 North Franklin Street	432 North Franklin Street Syracuse NY 13201	NNW	0.20 / 1,068.95	-19	215	
64	NY INST	432 North Franklin Street	432 North Franklin Street Syracuse NY 13201	NNW	0.20 / 1,068.95	-19	217	
64	VCP	432 North Franklin Street	432 North Franklin Street Syracuse NY 13204-	NNW	0.20 / 1,068.95	-19	220	
65	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	454 JAMES ST VAULT N4779 SYRACUSE NY 1323	E	0.21 / 1,098.53	13	221	
66	RCRA NON GEN	NYS DOT BIN 1031570	I 81 UNDER BUTTERNUT ST SYRACUSE NY 13208	N	0.21 / 1,116.28	-8	222	
67	UST	FELDMAN-MONDLICK, INC.	441 N. FRANKLIN ST SYRACUSE NY 13204	NNW	0.21 / 1,126.77	-19	223	
			<i>Site ID Site Status:</i> 46235 Unregulated/Closed <i>Tank No Tank Status Close Date:</i> 001 Closed - Removed 1990-11-01 00:00:00					
68	BROWNFIELDS	Leeds Building Property	407-409 HICKORY STREET SYRACUSE NY 13203	NE	0.21 / 1,130.24	44	225	
68	LEAKING TANKS	FORMER LEEDS BUILDING	407-409 Hickory Street Syracuse NY 13203	NE	0.21 / 1,130.24	44	226	
			<i>Site ID Close Date:</i> 346349 2005-09-13 00:00:00					
69	RCRA NON GEN	NYS DOT BRIDGE BIN 1050950	I-690 OVER N STATE ST SYRACUSE NY 13202	ESE	0.22 / 1,141.37	20	227	
70	RCRA LQG	LEARBURY CENTRE	329 N SALINA ST SYRACUSE NY 13202	N	0.22 / 1,143.51	0	229	

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number	
71	RCRA NON GEN	NYSDOT BIN 1031570	BUTTERNUT ST OVER I-81 SYRACUSE NY 13202	N	0.22 / 1,166.29	-9	230	
72	RCRA NON GEN	F B SMITH DIALYSIS CENTER	410 HICKORY ST SYRACUSE NY 13203	ENE	0.22 / 1,174.82	39	231	
73	RCRA NON GEN	KATE JUNG DESIGNS INC	602 N STATE ST SYRACUSE NY 132031709	NNE	0.22 / 1,175.88	9	232	
74	ALT FUELS	EVPASS	217 Montgomery Street Syracuse NY 13202	SE	0.23 / 1,202.85	-6	234	
75	RCRA NON GEN	NYSDOT BIN 1053881	I-81/NORTH STATE STREET SYRACUSE NY 13202	ESE	0.23 / 1,220.46	2	234	
76	RCRA NON GEN	NYSDOT- BIN 1053882	I-81NORTH STATE STREET SYRACUSE NY 13202	ESE	0.23 / 1,226.48	2	236	
77	UST	CALDWELL & WARD BRASS CO. INC.	124 BURNET AVE SYRACUSE NY 13203	E	0.24 / 1,249.15	10	237	
			Site ID Site Status: 45604 Unregulated/Closed Tank No Tank Status Close Date: 001 Closed - Removed 2005-07-31 00:00:00					
78	RCRA NON GEN	SYRACUSE OFFICE ENVIRONMENTS	375 ERIE BLVD WEST SYRACUSE NY 13202	WSW	0.24 / 1,250.82	-5	240	
79	RCRA CESQG	HESS CORPORATION	400 ERIE BLVD SYRACUSE NY 13760	ESE	0.24 / 1,253.06	3	241	
79	UST	SPEEDWAY # 7682	400 ERIE BLVD SYRACUSE NY 13203	ESE	0.24 / 1,253.06	3	242	
			Site ID Site Status: 44906 Active Tank No Tank Status Close Date: 3 In Service , 2 In Service , 4 In Service , 5 In Service , 1 In Service					
80	AST	NEW YORK TELEPHONE	300 E. WASHINGTON ST SYRACUSE NY 13202	SE	0.24 / 1,275.46	-4	249	
			Site ID Site Status: 45640 Unregulated/Closed Tank No Tank Status Close Date: 002 Closed - Removed 1995-11-01 00:00:00, 003 Closed - Removed 1995-11-01 00:00:00					
80	RCRA SQG	V C ASSOCIATES	300 E WASHINGTON ST SYRACUSE NY 13202	SE	0.24 / 1,275.46	-4	250	
80	UST	NEW YORK TELEPHONE	300 E. WASHINGTON ST SYRACUSE NY 13202	SE	0.24 / 1,275.46	-4	251	
			Site ID Site Status: 45640 Unregulated/Closed Tank No Tank Status Close Date: 001 Closed - Removed 1995-11-01 00:00:00					
81	RCRA SQG	ICON TOWER	344 S WARREN ST SYRACUSE NY 13202	SSE	0.24 / 1,291.56	-10	252	

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number	
82	RCRA NON GEN	NATIONAL GRID MANHOLE -345 WARREN ST	345 WARREN ST SYRACUSE NY 13202	SSE	0.25 / 1,294.52	-10	253	
83	RCRA NON GEN	HUGHES J H - SENATOR S O B	333 E WASHINGTON ST SYRACUSE NY 13202	SE	0.25 / 1,314.40	-3	254	
83	RCRA NON GEN	SENATOR HUGHES STATE OFFICE BUILDING	333 E WASHINGTON ST SYRACUSE NY 13202	SE	0.25 / 1,314.40	-3	256	
83	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	333 E WASHINGTON ST MANHOLE 333 SYRACUSE NY 13202	SE	0.25 / 1,314.40	-3	257	
83	UST	SENATOR HUGHES STATE OFFICE BUILDING	333 E. WASHINGTON ST SYRACUSE NY 13202	SE	0.25 / 1,314.40	-3	258	
			<i>Site ID Site Status:</i> 46965 Unregulated/Closed <i>Tank No Tank Status Close Date:</i> 1 Closed - Removed 1999-07-01 00:00:00					
84	LEAKING TANKS	ST JOSEPH'S HOSPITAL	301 PROSPECT AVE SYRACUSE NY 13203-1898	NNE	0.26 / 1,368.37	53	260	
			<i>Site ID Close Date:</i> 489373 2014-01-08 00:00:00					
84	LEAKING TANKS	ST. JOSEPHS HOSPITAL	301 PROSPECT AVE SYRACUSE NY 13208	NNE	0.26 / 1,368.37	53	262	
			<i>Site ID Close Date:</i> 448703 2012-12-10 00:00:00					
85	LEAKING TANKS	ST. JOSEPH HOSPITAL	110 UNION AVENUE SYRACUSE NY	NE	0.27 / 1,406.20	46	263	
			<i>Site ID Close Date:</i> 143447 1989-07-10 00:00:00					
86	LEAKING TANKS	FRANKLIN CENTER	455 NORHT FRANKLIN CENTER SYRACUSE NY	NNW	0.27 / 1,447.55	-19	264	
			<i>Site ID Close Date:</i> 241385 2004-05-04 00:00:00					
87	LEAKING TANKS	BURNET AVENUE SEWER MAINT	BURNET AVENUE SYRACUSE NY	E	0.29 / 1,505.68	3	265	
			<i>Site ID Close Date:</i> 216738 1997-08-14 00:00:00					
87	LEAKING TANKS	MAINTENANCE GARAGE	BURNET AVE SYRACUSE NY	E	0.29 / 1,505.68	3	266	
			<i>Site ID Close Date:</i> 278116 1996-12-31 00:00:00					
88	LEAKING TANKS	WALTON STREET ASSOCIATES	231 WALTON STREET SYRACUSE NY	SW	0.29 / 1,534.42	-27	267	
			<i>Site ID Close Date:</i> 226385 1996-11-08 00:00:00					
89	LEAKING TANKS	NY TELEPHONE	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	-5	268	

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number	
			Site ID / Close Date: 132347 1987-08-11 00:00:00					
89	LEAKING TANKS	NEW YORK TELEPHONE	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	-5	269	
			Site ID / Close Date: 257954 1993-05-13 00:00:00					
89	LEAKING TANKS	NY TELEPHONE	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	-5	270	
			Site ID / Close Date: 132346 1987-06-04 00:00:00					
89	LEAKING TANKS	NEW YORK TEL	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	-5	271	
			Site ID / Close Date: 176285 1993-07-09 00:00:00					
90	LEAKING TANKS	N.Y. TELE. - FAYETTE ST.	FAYETTE ST & STATE ST SYRACUSE NY	SE	0.31 / 1,613.11	-6	272	
			Site ID / Close Date: 313598 1989-12-31 00:00:00					
91	LEAKING TANKS	Spill Number 8710952	400 BLOCK ERIE BLVD SYRACUSE NY	WSW	0.31 / 1,648.09	-4	273	
			Site ID / Close Date: 281831 1988-04-12 00:00:00					
92	LEAKING TANKS	HIGHWAY OIL CO.	STATION 107 AUBURN NY	NW	0.33 / 1,734.74	-32	274	
			Site ID / Close Date: 132497 1987-07-03 00:00:00					
93	LEAKING TANKS	AUTO FINISHERS SUPPLY CO	206-208 PLUM ST SYRACUSE NY	W	0.33 / 1,765.07	-5	275	
			Site ID / Close Date: 116943 1999-09-17 00:00:00					
94	BROWNFIELDS	Hosek Prop/339 W Jeff.St(400 Bk of SW ST	339 West Jefferson Street Syracuse NY 13202-	SSW	0.34 / 1,783.76	-6	276	
94	VCP	Hosek Prop/339 W Jeff.St(400 Bk of SW ST	339 West Jefferson Street Syracuse NY 13202-	SSW	0.34 / 1,783.76	-6	277	
95	LEAKING TANKS	Spill Number 0307721	601 WEST GENESSEE STREET SYRACUSE NY	W	0.34 / 1,803.53	-5	277	
			Site ID / Close Date: 318571 2003-10-28 00:00:00					
96	LEAKING TANKS	501 PLUM ST.	501 PLUM STREET SYRACUSE NY	NW	0.35 / 1,853.88	-34	278	
			Site ID / Close Date: 287306 1993-01-11 00:00:00					
97	BROWNFIELDS	Hosek Prop/343 W Jeff.St.(400 Bk of SW S	343 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	-15	279	
97	BROWNFIELDS	Vacant Lot(400 Block of SWest Street)	347-351 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	-15	280	

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
97	VCP	Hosek Prop/343 W Jeff.St.(400 Bk of SW S	343 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	-15	281
97	VCP	Vacant Lot(400 Block of SWest Street)	347-351 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	-15	282
98	BROWNFIELDS	Hosek Prop/345 W Jeff. St(400 Bk of SW S	345 West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,887.12	-15	283
98	VCP	Hosek Prop/345 W Jeff. St(400 Bk of SW S	345 West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,887.12	-15	283
99	VCP	W.Jefferson St. Roadway&ROW(400 of SW St	West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,917.32	-15	284
100	BROWNFIELDS	W.Jefferson St. Roadway&ROW(400 of SW St	West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,926.12	-14	285
101	BROWNFIELDS	Form. Dupli Graphics Facility(400 Block)	358 West Jefferson Street & West Street Syracuse NY 13202-	SW	0.37 / 1,949.73	-14	286
101	VCP	Form. Dupli Graphics Facility(400 Block)	358 West Jefferson Street & West Street Syracuse NY 13202-	SW	0.37 / 1,949.73	-14	287
102	LEAKING TANKS	DUPLI GRAPHICS	W. JEFFERSON & WEST ST.'S SYRACUSE NY Site ID / Close Date: 135578 1988-09-01 00:00:00	SW	0.38 / 2,027.13	-13	288
103	BROWNFIELDS	Form.Dupli GraphicsParking Lot(400 Bloc)	401-411 South West Street Syracuse NY 13202-	SW	0.39 / 2,043.33	-13	289
103	VCP	Form.Dupli GraphicsParking Lot(400 Bloc)	401-411 South West Street Syracuse NY 13202-	SW	0.39 / 2,043.33	-13	289
104	LEAKING TANKS	KRAFT FOODS	120 WILKINSON STREET SYRACUSE NY Site ID / Close Date: 246629 1988-02-04 00:00:00	WSW	0.39 / 2,072.49	-5	290

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
104	LEAKING TANKS	KRAFT DAIRY	120 WILKINSON STREET SYRACUSE NY <i>Site ID / Close Date:</i> 246630 1988-02-22 00:00:00	WSW	0.39 / 2,072.49	-5	291
105	BROWNFIELDS	Radell (400 Block of South West Street)	413-419 South West Street Syracuse NY 13202-	SW	0.39 / 2,079.74	-13	292
105	VCP	Radell (400 Block of South West Street)	413-419 South West Street Syracuse NY 13202-	SW	0.39 / 2,079.74	-13	293
106	LEAKING TANKS	SYRACUSE SCALE	156 SOLAR STREET SYRACUSE NY <i>Site ID / Close Date:</i> 211790 1996-12-31 00:00:00	NW	0.41 / 2,169.39	-27	294
107	LEAKING TANKS	SURE GOODS FOODS	528 ERIE BLVD WEST SYRACUSE NY <i>Site ID / Close Date:</i> 265423 1999-07-08 00:00:00	WSW	0.41 / 2,177.00	-5	295
108	LEAKING TANKS	500 WARREN ST	500 WARREN ST SYRACUSE NY <i>Site ID / Close Date:</i> 295387 2000-04-24 00:00:00	S	0.41 / 2,183.92	-12	296
109	LEAKING TANKS	CATHEDRAL IMMACULATE CON.	420 MONTGOMERY AVE SYRACUSE NY <i>Site ID / Close Date:</i> 317505 1988-02-05 00:00:00	SSE	0.42 / 2,193.35	-10	296
110	CERCLIS	SYRACUSE CHILDED PLOW CO	501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SW	0.43 / 2,256.31	-6	297
110	CERCLIS NFRAP	SYRACUSE CHILDED PLOW CO	501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SW	0.43 / 2,256.31	-6	298
110	SEMS ARCHIVE	SYRACUSE CHILDED PLOW CO	501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SW	0.43 / 2,256.31	-6	299
111	LEAKING TANKS	STEAM STATION	601 S. STATE ST SYRACUSE NY <i>Site ID / Close Date:</i> 93875 1988-12-12 00:00:00	SSE	0.44 / 2,308.13	-8	299
112	LEAKING TANKS	MONTGOMERY STREET	MONGOMERY ST AND MADISON SYRACUSE NY <i>Site ID / Close Date:</i> 316015 2003-12-15 00:00:00	SSE	0.44 / 2,311.81	-10	300
113	LEAKING TANKS	Spill Number 8601815	600 S. STATE ST @ CIVIC CTR. SYRACUSE NY <i>Site ID / Close Date:</i> 137258 1988-01-15 00:00:00	SSE	0.44 / 2,321.09	-9	301

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
114	SHWS	Rotondo Warehouse	West Division Street Syracuse NY 13204	NNW	0.44 / 2,330.39	-26	302
115	CERCLIS	OTISCA OIL	900 NORTH MCBRIDE STREET SYRACUSE NY 13208	NNE	0.44 / 2,336.87	41	303
115	ERP	Otisca Building	900 North McBride Street (& Butternut) Syracuse NY 13208	NNE	0.44 / 2,336.87	41	304
115	SEMS	OTISCA OIL	900 NORTH MCBRIDE STREET SYRACUSE NY 13208	NNE	0.44 / 2,336.87	41	305
116	LEAKING TANKS	FORMER ACCURATE DIE SITE	547 EAST GENESEE STREET SYRACUSE NY <i>Site ID Close Date:</i> 129682 1996-01-01 00:00:00	SE	0.46 / 2,435.59	-4	305
117	LEAKING TANKS	J & S LEASING	212 SOLAR STREET SYRACUSE NY <i>Site ID Close Date:</i> 143307 2002-06-03 00:00:00	NW	0.48 / 2,522.45	-29	306
118	SWF/LF	Hiawatha Used Cars Inc & Auto Parts	1006 North State Street Syracuse NY 13208	N	0.48 / 2,545.97	2	306
119	LEAKING TANKS	513 WEST STREET	513 SOUTH WEST STREET SYRACUSE NY <i>Site ID Close Date:</i> 203639 1995-04-13 00:00:00	SSW	0.48 / 2,555.65	-14	307
120	LEAKING TANKS	HARRISON PARKING GARAGE	WARREN & HARRISON ST SYRACUSE NY <i>Site ID Close Date:</i> 121632 1999-11-26 00:00:00	S	0.49 / 2,580.86	-13	308
121	SWF/LF	Big D's Auto	321 Leavenworth Ave Syracuse NY 13204	WNW	0.49 / 2,581.18	0	309
122	BROWNFIELDS	700 Out Parcel, LLC	701-709 East Water Street Syracuse NY 13202	ESE	0.49 / 2,588.37	2	309
122	LEAKING TANKS	U-HAUL	701-709 EAST WATER ST SYRACUSE NY <i>Site ID Close Date:</i> 121961 2003-11-05 00:00:00	ESE	0.49 / 2,588.37	2	314
123	BROWNFIELDS	Syracuse Auto Dynamics(400 Bk of SW St)	517 South West Street and Fabius Street Syracuse NY 13202-	SSW	0.49 / 2,602.93	-14	314

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
<u>123</u>	VCP	Syracuse Auto Dynamics(400 Bk of SW St)	517 South West Street and Fabius Street Syracuse NY 13202-	SSW	0.49 / 2,602.93	-14	<u>315</u>
<u>124</u>	SHWS	American Bag and Metal, Inc.	400 Spencer Street Syracuse NY 13204	NW	0.58 / 3,063.12	-42	<u>316</u>
<u>125</u>	SHWS	Old Tip-Top Bakery	Shonnard Street Syracuse NY 13204	SW	0.79 / 4,187.16	-9	<u>318</u>
<u>126</u>	SHWS	Rockwell Plant Site	Marcellus Street Syracuse NY 13210	WSW	0.88 / 4,665.19	-7	<u>320</u>
<u>127</u>	NPL	ONONDAGA LAKE	Postal Address is unavailable for the Site, SYRACUSE, NY 13209 NY	NW	0.98 / 5,188.78	-42	<u>321</u>

Executive Summary: Summary by Data Source

Standard

Federal

NPL - National Priority List

A search of the NPL database, dated Nov 7, 2016 has found that there are 1 NPL site(s) within approximately 1.00 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
ONONDAGA LAKE	Postal Address is unavailable for the Site, SYRACUSE, NY 13209 NY	NW	0.98 / 5,188.78	127

SEMS - SEMS List 8R Active Site Inventory

A search of the SEMS database, dated Aug 5, 2016 has found that there are 1 SEMS site(s) within approximately 0.50 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
OTISCA OIL	900 NORTH MCBRIDE STREET SYRACUSE NY 13208	NNE	0.44 / 2,336.87	115

SEMS ARCHIVE - SEMS List 8R Archive Sites

A search of the SEMS ARCHIVE database, dated Aug 5, 2016 has found that there are 1 SEMS ARCHIVE site(s) within approximately 0.50 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
SYRACUSE CHILLED PLOW CO	501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SW	0.43 / 2,256.31	110

CERCLIS - Comprehensive Environmental Response, Compensation and Liability Information System - CERCLIS

A search of the CERCLIS database, dated Oct 25, 2013 has found that there are 2 CERCLIS site(s) within approximately 0.50 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
OTISCA OIL	900 NORTH MCBRIDE STREET SYRACUSE NY 13208	NNE	0.44 / 2,336.87	115

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
SYRACUSE CHILLED PLOW CO	501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SW	0.43 / 2,256.31	110

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
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CERCLIS NFRAP - CERCLIS - No Further Remedial Action Planned

A search of the CERCLIS NFRAP database, dated Oct 25, 2013 has found that there are 1 CERCLIS NFRAP site(s) within approximately 0.50 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
SYRACUSE CHILLED PLOW CO	501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SW	0.43 / 2,256.31	110

RCRA LQG - RCRA Generator List

A search of the RCRA LQG database, dated Sep 6, 2016 has found that there are 3 RCRA LQG site(s) within approximately 0.25 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NYS DOT BIN 105384A	RAMP FROM I-81 NB TO I-690 EB OVER ERIE BLVD SYRACUSE NY 13202	NE	0.03 / 144.62	11

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
RITE AID #546	301 SOUTH SALINA STREET SYRACUSE NY 13202	S	0.20 / 1,044.77	63

LEARBURY CENTRE	329 N SALINA ST SYRACUSE NY 13202	N	0.22 / 1,143.51	70
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RCRA SQG - RCRA Small Quantity Generators List

A search of the RCRA SQG database, dated Sep 6, 2016 has found that there are 5 RCRA SQG site(s) within approximately 0.25 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
JAMES M HANLEY FEDERAL BUILDING	100 S CLINTON ST SYRACUSE NY 13261	SSW	0.07 / 384.45	28

EMO O'DONNELL BUILDING	301 ERIE BLVD WEST SYRACUSE NY 13202	SW	0.10 / 545.54	38
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NYS DOT I-81 OFF RAMP/ROUTE 11	109 SOUTH WARREN STREET SYRACUSE NY 13202	SE	0.11 / 562.45	39
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<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
V C ASSOCIATES	300 E WASHINGTON ST SYRACUSE NY 13202	SE	0.24 / 1,275.46	80
ICON TOWER	344 S WARREN ST SYRACUSE NY 13202	SSE	0.24 / 1,291.56	81

RCRA CESQG - RCRA Conditionally Exempt Small Quantity Generators List

A search of the RCRA CESQG database, dated Sep 6, 2016 has found that there are 4 RCRA CESQG site(s) within approximately 0.25 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NYSDOT BIN 1095510	I-690 WB OVER I-81 SYRACUSE NY 13202	NE	0.03 / 144.62	11
HESS CORPORATION	400 ERIE BLVD SYRACUSE NY 13760	ESE	0.24 / 1,253.06	79

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
M & T BANK	101 S SALINA ST SYRACUSE NY 13202	SSE	0.07 / 384.41	27
NMPC - ERIE BLVD COMPLEX	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58

RCRA NON GEN - RCRA Non-Generators

A search of the RCRA NON GEN database, dated Sep 6, 2016 has found that there are 55 RCRA NON GEN site(s) within approximately 0.25 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NIAGARA MOHAWK A NATIONAL GRID CO	N SALINA ST & E WILLOW ST MANHOLE 2-1 SYRACUSE NY 13202	E	0.00 / 3.65	3
NYSDOT BRIDGE BIN 1095510	RTE I-690 OVER RTE I-81 SYRACUSE NY 13202	NE	0.01 / 32.21	5
NYSDOT BRIDGE BIN 1064590	I-81 SB FROM I-690 WB OVER E FAYETTE SYRACUSE NY 13203	NE	0.01 / 32.21	5

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NYSDOT- BIN 105388A	I-81 RAMP TO I-690EB/JAMES STR SYRACUSE NY 13202	NE	0.01 / 32.21	<u>5</u>
NYSDOT BRIDGE BIN 1051000	RTE I-690 OVER N SALINA ST SYRACUSE NY 13202	NNE	0.02 / 94.39	<u>8</u>
NYSDOT BRIDGE BIN 1050921	I-690 WB CONNECTOR B WILLOW ST SYRACUSE NY 13203	E	0.03 / 158.33	<u>12</u>
NYSDOT BRIDGE BIN 1050922	I-690 WB OVER WILLOW ST SYRACUSE NY 13203	E	0.03 / 158.33	<u>12</u>
NYSDOT BRIDGE BIN 1008489	I-81 OVER N SALINA ST SYRACUSE NY 13202	NNE	0.04 / 196.62	<u>18</u>
S M R METALS	310 PEARL ST SYRACUSE NY 13210	ENE	0.06 / 328.04	<u>23</u>
V I P STRUCTURES	1 WEBSTERS LANDING SYRACUSE NY 13202	N	0.06 / 336.32	<u>25</u>
NYSDOT BRIDGE BIN 1054020	I-690 WB OVER N CLINTON ST SYRACUSE NY 13203	NNW	0.08 / 434.56	<u>32</u>
E S SHOE CO LTD	313 E WILLOW ST SYRACUSE NY 13203	ENE	0.08 / 447.82	<u>34</u>
313 EAST WILLOW STREET CORP	313 E WILLOW ST SYRACUSE NY 13202	ENE	0.08 / 447.82	<u>34</u>
NYSDOT BIN 1050851	I-690 WB OVER N FRANKLIN ST SYRACUSE NY 13202	NW	0.09 / 479.17	<u>36</u>
NYSDOT BRIDGE BIN 1050852	I-690 EB OVER N FRANKLIN ST SYRACUSE NY 13202	NW	0.09 / 479.17	<u>36</u>
SUNOCO SERVICE STATION	200 N STATE ST SYRACUSE NY 13203	E	0.14 / 732.53	<u>51</u>

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NYSDOT BRIDGE BIN 105100A	I-690 EB CONN D OVER STATE ST SYRACUSE NY 13201	E	0.18 / 938.74	59
NYSDOT BRIDGE BIN 105095A	I-690 WB CONN B OVER STATE ST SYRACUSE NY 13202	E	0.18 / 938.74	59
NIAGARA MOHAWK A NATIONAL GRID CO	454 JAMES ST VAULT N4779 SYRACUSE NY 1323	E	0.21 / 1,098.53	65
NYSDOT BRIDGE BIN 1050950	I-690 OVER N STATE ST SYRACUSE NY 13202	ESE	0.22 / 1,141.37	69
F B SMITH DIALYSIS CENTER	410 HICKORY ST SYRACUSE NY 13203	ENE	0.22 / 1,174.82	72
KATE JUNG DESIGNS INC	602 N STATE ST SYRACUSE NY 132031709	NNE	0.22 / 1,175.88	73
NYSDOT BIN 1053881	I-81/NORTH STATE STREET SYRACUSE NY 13202	ESE	0.23 / 1,220.46	75
NYSDOT- BIN 1053882	I-81NORTH STATE STREET SYRACUSE NY 13202	ESE	0.23 / 1,226.48	76
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
FLEET BANK	1 CLINTON SQ SYRACUSE NY 13202	SSW	0.04 / 188.87	15
CLINTON EXCHANGE THE	4 CLINTON SQ SYRACUSE NY 13202	SSW	0.04 / 191.01	16
NIAGARA MOHAWK A NATIONAL GRID CO	200 ERIE BLVD W MANHOLE 4040 SYRACUSE NY 13212	SW	0.06 / 339.10	26
NATIONAL GRID MANHOLE 100- S SALINA	100 S SALINA ST SYRACUSE NY 13202	S	0.08 / 439.77	33
NYSDOT-BIN1061770	109 SOUTH WARREN STREET SYRACUSE NY 13202	SE	0.11 / 562.45	39

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NIAGARA MOHAWK A NATIONAL GRID CO	BUTTERNUT ST & FRANKLIN ST MH 884-A SYRACUSE NY 13204	NNW	0.11 / 598.96	41
NIAGARA MOHAWK A NATIONAL GRID CO	CLINTON ST & WASHINGTON ST SYRACUSE NY 13202	SSW	0.12 / 630.60	47
NIAGARA MOHAWK A NATIONAL GRID CO	116 E WASHINGTON ST MANHOLE 116 SYRACUSE NY 13202	S	0.12 / 640.00	48
GENERAL CHEMICAL LLC	344 W GENESEE ST SYRACUSE NY 13202	W	0.14 / 737.35	52
FRANKLIN SQUARE ASSOC	429N FRANKLIN ST SYRACUSE NY 132041415	NNW	0.15 / 815.81	56
MERCHANTS BANK	216-220 S WARREN ST SYRACUSE NY 132021607	SSE	0.15 / 816.18	57
NIAGARA MOHAWK - RTE 9W	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK LOCKPORT STATION	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK - FEEDER DAM HYDRO STAT	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK EAST UTICA SUBSTATION	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NIAGARA MOHAWK BUFFALO STATION 3	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK BUFFALO STATION 1	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK CHERRY VALLEY SUB	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK GOLAH SUBSTATION	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
MARJON LLC	320 S CLINTON ST SYRACUSE NY 13202	S	0.20 / 1,035.98	61
NIAGARA MOHAWK A NATIONAL GRID CO	WARREN & FAYETTE ST SYRACUSE NY 13202	SSE	0.20 / 1,038.99	62
NYSDOT BIN 1031570	I 81 UNDER BUTTERNUT ST SYRACUSE NY 13208	N	0.21 / 1,116.28	66
NYSDOT BIN 1031570	BUTTERNUT ST OVER I-81 SYRACUSE NY 13202	N	0.22 / 1,166.29	71
SYRACUSE OFFICE ENVIRONMENTS	375 ERIE BLVD WEST SYRACUSE NY 13202	WSW	0.24 / 1,250.82	78
NATIONAL GRID MANHOLE -345 WARREN ST	345 WARREN ST SYRACUSE NY 13202	SSE	0.25 / 1,294.52	82
HUGHES J H - SENATOR S O B	333 E WASHINGTON ST SYRACUSE NY 13202	SE	0.25 / 1,314.40	83
SENATOR HUGHES STATE OFFICE BUILDING	333 E WASHINGTON ST SYRACUSE NY 13202	SE	0.25 / 1,314.40	83
NIAGARA MOHAWK A NATIONAL GRID CO	333 E WASHINGTON ST MANHOLE 333 SYRACUSE NY 13202	SE	0.25 / 1,314.40	83

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
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State

SHWS - Registry of Inactive Hazardous Waste Disposal Sites in New York State

A search of the SHWS database, dated Aug 10, 2016 has found that there are 5 SHWS site(s) within approximately 1.00 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NM - Syracuse Erie Blvd. MGP	300 Erie Blvd West Syracuse NY 13208-	WSW	0.17 / 908.64	58
Rotondo Warehouse	West Division Street Syracuse NY 13204	NNW	0.44 / 2,330.39	114
American Bag and Metal, Inc.	400 Spencer Street Syracuse NY 13204	NW	0.58 / 3,063.12	124
Old Tip-Top Bakery	Shonnard Street Syracuse NY 13204	SW	0.79 / 4,187.16	125
Rockwell Plant Site	Marcellus Street Syracuse NY 13210	WSW	0.88 / 4,665.19	126

SWF/LF - Solid Waste Facilities and Landfills

A search of the SWF/LF database, dated Oct 04, 2016 has found that there are 2 SWF/LF site(s) within approximately 0.50 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Hiawatha Used Cars Inc & Auto Parts	1006 North State Street Syracuse NY 13208	N	0.48 / 2,545.97	118
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Big D's Auto	321 Leavenworth Ave Syracuse NY 13204	WNW	0.49 / 2,581.18	121

LEAKING TANKS - Leaking Storage Tanks

A search of the LEAKING TANKS database, dated Sep 21, 2016 has found that there are 41 LEAKING TANKS site(s) within approximately 0.50 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
I81 AT I690	I81 AT I690 SYRACUSE NY	NE	0.01 / 32.21	<u>5</u>
	<i>Site ID Close Date: 467020 2013-01-17 00:00:00</i>			
VIP STRUCTURES	1 WEBSTER LANDING SYRACUSE NY	N	0.06 / 336.32	<u>25</u>
	<i>Site ID Close Date: 276537 1993-01-12 00:00:00</i>			
VIP STRUCTURES	1 WEBSTERS LANDING SYRACUSE NY	N	0.06 / 336.32	<u>25</u>
	<i>Site ID Close Date: 232386 1992-10-23 00:00:00</i>			
Spill Number 9508471	128 N WARREN ST SYRACUSE NY	ESE	0.07 / 395.85	<u>29</u>
	<i>Site ID Close Date: 319822 1996-01-01 00:00:00</i>			
ST JOSEPHS HOSP HEALTH	201 PROSPECT AVE SYRACUSE NY	NE	0.19 / 981.53	<u>60</u>
	<i>Site ID Close Date: 320693 2003-11-03 00:00:00</i>			
FORMER LEEDS BUILDING	407-409 Hickory Street Syracuse NY 13203	NE	0.21 / 1,130.24	<u>68</u>
	<i>Site ID Close Date: 346349 2005-09-13 00:00:00</i>			
ST JOSEPH'S HOSPITAL	301 PROSPECT AVE SYRACUSE NY 13203-1898	NNE	0.26 / 1,368.37	<u>84</u>
	<i>Site ID Close Date: 489373 2014-01-08 00:00:00</i>			
ST. JOSEPHS HOSPITAL	301 PROSPECT AVE SYRACUSE NY 13208	NNE	0.26 / 1,368.37	<u>84</u>
	<i>Site ID Close Date: 448703 2012-12-10 00:00:00</i>			
ST. JOSEPH HOSPITAL	110 UNION AVENUE SYRACUSE NY	NE	0.27 / 1,406.20	<u>85</u>
	<i>Site ID Close Date: 143447 1989-07-10 00:00:00</i>			
BURNET AVENUE SEWER MAINT	BURNET AVENUE SYRACUSE NY	E	0.29 / 1,505.68	<u>87</u>
	<i>Site ID Close Date: 216738 1997-08-14 00:00:00</i>			
MAINTENANCE GARAGE	BURNET AVE SYRACUSE NY	E	0.29 / 1,505.68	<u>87</u>
	<i>Site ID Close Date: 278116 1996-12-31 00:00:00</i>			
U-HAUL	701-709 EAST WATER ST SYRACUSE NY	ESE	0.49 / 2,588.37	<u>122</u>
	<i>Site ID Close Date: 121961 2003-11-05 00:00:00</i>			
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
WALT SERVICE CENTER	238 WEST GENESEE STREET SYRACUSE NY	SW	0.03 / 161.47	<u>14</u>

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
	<i>Site ID Close Date: 153354 2009-01-06 00:00:00</i>			
AT&T BLDG	250 S CLINTON ST SYRACUSE NY	SSW	0.15 / 790.72	<u>55</u>
	<i>Site ID Close Date: 239109 1989-05-26 00:00:00</i>			
NIMOSYR	300 ERIE BLVD WEST SYRACUSE NY	WSW	0.17 / 908.64	<u>58</u>
	<i>Site ID Close Date: 150027 1988-05-20 00:00:00</i>			
FRANKLIN CENTER	455 NORHT FRANKLIN CENTER SYRACUSE NY	NNW	0.27 / 1,447.55	<u>86</u>
	<i>Site ID Close Date: 241385 2004-05-04 00:00:00</i>			
WALTON STREET ASSOCIATES	231 WALTON STREET SYRACUSE NY	SW	0.29 / 1,534.42	<u>88</u>
	<i>Site ID Close Date: 226385 1996-11-08 00:00:00</i>			
NY TELEPHONE	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	<u>89</u>
	<i>Site ID Close Date: 132347 1987-08-11 00:00:00</i>			
NEW YORK TELEPHONE	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	<u>89</u>
	<i>Site ID Close Date: 257954 1993-05-13 00:00:00</i>			
NY TELEPHONE	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	<u>89</u>
	<i>Site ID Close Date: 132346 1987-06-04 00:00:00</i>			
NEW YORK TEL	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	<u>89</u>
	<i>Site ID Close Date: 176285 1993-07-09 00:00:00</i>			
N.Y. TELE. - FAYETTE ST.	FAYETTE ST & STATE ST SYRACUSE NY	SE	0.31 / 1,613.11	<u>90</u>
	<i>Site ID Close Date: 313598 1989-12-31 00:00:00</i>			
Spill Number 8710952	400 BLOCK ERIE BLVD SYRACUSE NY	WSW	0.31 / 1,648.09	<u>91</u>
	<i>Site ID Close Date: 281831 1988-04-12 00:00:00</i>			
HIGHWAY OIL CO.	STATION 107 AUBURN NY	NW	0.33 / 1,734.74	<u>92</u>
	<i>Site ID Close Date: 132497 1987-07-03 00:00:00</i>			
AUTO FINISHERS SUPPLY CO	206-208 PLUM ST SYRACUSE NY	W	0.33 / 1,765.07	<u>93</u>
	<i>Site ID Close Date: 116943 1999-09-17 00:00:00</i>			
Spill Number 0307721	601 WEST GENESSEE STREET SYRACUSE NY	W	0.34 / 1,803.53	<u>95</u>

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
	<i>Site ID Close Date: 318571 2003-10-28 00:00:00</i>			
501 PLUM ST.	501 PLUM STREET SYRACUSE NY	NW	0.35 / 1,853.88	96
	<i>Site ID Close Date: 287306 1993-01-11 00:00:00</i>			
DUPLI GRAPHICS	W. JEFFERSON & WEST ST.'S SYRACUSE NY	SW	0.38 / 2,027.13	102
	<i>Site ID Close Date: 135578 1988-09-01 00:00:00</i>			
KRAFT FOODS	120 WILKINSON STREET SYRACUSE NY	WSW	0.39 / 2,072.49	104
	<i>Site ID Close Date: 246629 1988-02-04 00:00:00</i>			
KRAFT DAIRY	120 WILKINSON STREET SYRACUSE NY	WSW	0.39 / 2,072.49	104
	<i>Site ID Close Date: 246630 1988-02-22 00:00:00</i>			
SYRACUSE SCALE	156 SOLAR STREET SYRACUSE NY	NW	0.41 / 2,169.39	106
	<i>Site ID Close Date: 211790 1996-12-31 00:00:00</i>			
SURE GOODS FOODS	528 ERIE BLVD WEST SYRACUSE NY	WSW	0.41 / 2,177.00	107
	<i>Site ID Close Date: 265423 1999-07-08 00:00:00</i>			
500 WARREN ST	500 WARREN ST SYRACUSE NY	S	0.41 / 2,183.92	108
	<i>Site ID Close Date: 295387 2000-04-24 00:00:00</i>			
CATHEDRAL IMMACULATE CON.	420 MONTGOMERY AVE SYRACUSE NY	SSE	0.42 / 2,193.35	109
	<i>Site ID Close Date: 317505 1988-02-05 00:00:00</i>			
STEAM STATION	601 S. STATE ST SYRACUSE NY	SSE	0.44 / 2,308.13	111
	<i>Site ID Close Date: 93875 1988-12-12 00:00:00</i>			
MONTGOMERY STREET	MONGOMERY ST AND MADISON SYRACUSE NY	SSE	0.44 / 2,311.81	112
	<i>Site ID Close Date: 316015 2003-12-15 00:00:00</i>			
Spill Number 8601815	600 S. STATE ST @ CIVIC CTR. SYRACUSE NY	SSE	0.44 / 2,321.09	113
	<i>Site ID Close Date: 137258 1988-01-15 00:00:00</i>			
FORMER ACCURATE DIE SITE	547 EAST GENESEE STREET SYRACUSE NY	SE	0.46 / 2,435.59	116
	<i>Site ID Close Date: 129682 1996-01-01 00:00:00</i>			
J & S LEASING	212 SOLAR STREET SYRACUSE NY	NW	0.48 / 2,522.45	117

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
	<i>Site ID Close Date: 143307 2002-06-03 00:00:00</i>			
513 WEST STREET	513 SOUTH WEST STREET SYRACUSE NY	SSW	0.48 / 2,555.65	119
	<i>Site ID Close Date: 203639 1995-04-13 00:00:00</i>			
HARRISON PARKING GARAGE	WARREN & HARRISON ST SYRACUSE NY	S	0.49 / 2,580.86	120
	<i>Site ID Close Date: 121632 1999-11-26 00:00:00</i>			

UST - Underground Storage Tanks- UST-Petroleum Bulk Storage (PBS)

A search of the UST database, dated Sep 21, 2016 has found that there are 14 UST site(s) within approximately 0.25 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
V.I.P. STRUCTURES, INC.	ONE WEBSTER'S LANDING SYRACUSE NY 13202	N	0.06 / 336.32	25
	<i>Site ID Site Status: 46516 Unregulated/Closed</i>			
	<i>Tank No Tank Status Close Date: 001 Closed - Removed 1991-12-01 00:00:00</i>			
SUNOCO #0363-8954	200 NORTH STATE ST SYRACUSE NY 13203	E	0.14 / 732.53	51
	<i>Site ID Site Status: 44647 Active</i>			
	<i>Tank No Tank Status Close Date: 003 In Service , 002 In Service , 001 In Service </i>			
CALDWELL & WARD BRASS CO. INC.	124 BURNET AVE SYRACUSE NY 13203	E	0.24 / 1,249.15	77
	<i>Site ID Site Status: 45604 Unregulated/Closed</i>			
	<i>Tank No Tank Status Close Date: 001 Closed - Removed 2005-07-31 00:00:00</i>			
SPEEDWAY # 7682	400 ERIE BLVD SYRACUSE NY 13203	ESE	0.24 / 1,253.06	79
	<i>Site ID Site Status: 44906 Active</i>			
	<i>Tank No Tank Status Close Date: 3 In Service , 2 In Service , 4 In Service , 5 In Service , 1 In Service </i>			

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
THE HERALD COMPANY	CLINTON SQUARE SYRACUSE NY 13202	SSW	0.03 / 158.60	13
	<i>Site ID Site Status: 46128 Unregulated/Closed</i>			
	<i>Tank No Tank Status Close Date: 005 Closed - Removed 2000-09-22 00:00:00, 001 Closed - Removed 1998-07-01 00:00:00, 004 Closed - Removed 2000-09-22 00:00:00, 003 Closed - Removed 2000-09-22 00:00:00, 002 Closed - Removed 1998-07-01 00:00:00</i>			
WALT'S AUTOMOTIVE SERVICE LLC	238 WEST GENESEE ST SYRACUSE NY 13202	SW	0.03 / 161.47	14
	<i>Site ID Site Status: 46093 Active</i>			
	<i>Tank No Tank Status Close Date: 001 Closed - Removed 2004-05-14 00:00:00, 002 Closed - Removed 2004-05-14 00:00:00</i>			
KRELL DIST. CO. INC.	211 HERALD PL SYRACUSE NY 13202	NW	0.04 / 221.96	19
	<i>Site ID Site Status: 46122 Unregulated/Closed</i>			
	<i>Tank No Tank Status Close Date: 001 Closed Prior to 03/1991 </i>			

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
JAMES M. HANLEY U.S. COURTHOUSE	& FEDERAL BUILDING 100 S. CLINTON ST SYRACUSE NY 13261 <i>Site ID Site Status: 46652 Unregulated/Closed</i> <i>Tank No Tank Status Close Date: 1 Closed - Removed 1998-12-01 00:00:00</i>	SSW	0.07 / 384.45	28
THE UNIVERSITY BUILDING	120 E. WASHINGTON ST SYRACUSE NY 13202 <i>Site ID Site Status: 46985 Unregulated/Closed</i> <i>Tank No Tank Status Close Date: 001 Closed - In Place 1999-08-01 00:00:00</i>	S	0.12 / 641.40	49
WASHINGTON / WALTON CO LLC	333 WEST WASHINGTON ST SYRACUSE NY 13202 <i>Site ID Site Status: 414782 Unregulated/Closed</i> <i>Tank No Tank Status Close Date: 02 Closed - Removed 2009-06-09 00:00:00, 01 Closed - Removed 2009-06-09 00:00:00</i>	SW	0.15 / 786.28	53
NIAGARA MOHAWK POWER CORP.	300 ERIE BLVD WEST SYRACUSE NY 13202 <i>Site ID Site Status: 45815 Unregulated/Closed</i> <i>Tank No Tank Status Close Date: 001 Closed Prior to 03/1991 , 002 Closed Prior to 03/1991 </i>	WSW	0.17 / 908.64	58
FELDMAN-MONDLICK, INC.	441 N. FRANKLIN ST SYRACUSE NY 13204 <i>Site ID Site Status: 46235 Unregulated/Closed</i> <i>Tank No Tank Status Close Date: 001 Closed - Removed 1990-11-01 00:00:00</i>	NNW	0.21 / 1,126.77	67
NEW YORK TELEPHONE	300 E. WASHINGTON ST SYRACUSE NY 13202 <i>Site ID Site Status: 45640 Unregulated/Closed</i> <i>Tank No Tank Status Close Date: 001 Closed - Removed 1995-11-01 00:00:00</i>	SE	0.24 / 1,275.46	80
SENATOR HUGHES STATE OFFICE BUILDING	333 E. WASHINGTON ST SYRACUSE NY 13202 <i>Site ID Site Status: 46965 Unregulated/Closed</i> <i>Tank No Tank Status Close Date: 1 Closed - Removed 1999-07-01 00:00:00</i>	SE	0.25 / 1,314.40	83

AST - The Bulk Storage Program Database - AST

A search of the AST database, dated Sep 21, 2016 has found that there are 9 AST site(s) within approximately 0.25 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
WALT'S AUTOMOTIVE SERVICE LLC	238 WEST GENESEE ST SYRACUSE NY 13202 <i>Site ID Site Status: 46093 Active</i> <i>Tank No Tank Status Close Date: 2 In Service , 3 In Service , 1 In Service , 4 In Service </i>	SW	0.03 / 161.47	14
RECORD MANAGEMENT SYSTEMS	216 W. WILLOW ST SYRACUSE NY 13202 <i>Site ID Site Status: 47027 Unregulated/Closed</i> <i>Tank No Tank Status Close Date: 001 Closed - In Place 1997-09-01 00:00:00</i>	W	0.04 / 235.10	20
M & T BANK	101 SOUTH SALINA ST SYRACUSE NY 13202 <i>Site ID Site Status: 336892 Unregulated/Closed</i> <i>Tank No Tank Status Close Date: 1 Closed - Removed 2016-06-25 00:00:00</i>	SSE	0.07 / 384.41	27

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NYSENET.ORG INC	100 SOUTH SALINA ST SYRACUSE NY 13202	S	0.08 / 439.77	33
	<i>Site ID Site Status: 404051 Active Tank No Tank Status Close Date: 001 In Service </i>			
AT&T SYRACUSE (NY 1198)	19 SOUTH WARREN ST SYRACUSE NY 13202	SE	0.09 / 450.66	35
	<i>Site ID Site Status: 439104 Unregulated/Closed Tank No Tank Status Close Date: NY1198-A1 In Service </i>			
STATE TOWER ASSOCIATES	109 S. WARREN ST STATE TOWER BUILDING SYRACUSE NY 13202	SE	0.11 / 562.45	39
	<i>Site ID Site Status: 46468 Unregulated/Closed Tank No Tank Status Close Date: 001 Tank Converted to Non-Regulated Use 1994-04-01 00:00:00</i>			
KEY BANK OF NEW YORK	201 S. WARREN ST SYRACUSE NY 13202	SSE	0.15 / 790.49	54
	<i>Site ID Site Status: 46695 Unregulated/Closed Tank No Tank Status Close Date: 1 Closed - Removed 1994-08-01 00:00:00</i>			
SYRACUSE BARBER & BEAUTY SUPPLY, INC.	320 S. CLINTON ST CORNER OF CLINTON & WALTON SYRACUSE NY 13202	S	0.20 / 1,035.98	61
	<i>Site ID Site Status: 46986 Unregulated/Closed Tank No Tank Status Close Date: 001 Closed - In Place 1997-07-01 00:00:00</i>			
NEW YORK TELEPHONE	300 E. WASHINGTON ST SYRACUSE NY 13202	SE	0.24 / 1,275.46	80
	<i>Site ID Site Status: 45640 Unregulated/Closed Tank No Tank Status Close Date: 002 Closed - Removed 1995-11-01 00:00:00, 003 Closed - Removed 1995-11-01 00:00:00</i>			

NY ENG - Registry of Engineering Controls in New York State

A search of the NY ENG database, dated Aug 10, 2016 has found that there are 1 NY ENG site(s) within approximately 0.50 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
432 North Franklin Street	432 North Franklin Street Syracuse NY 13201	NNW	0.20 / 1,068.95	64

NY INST - Registry of Institutional Controls in New York State

A search of the NY INST database, dated Aug 10, 2016 has found that there are 1 NY INST site(s) within approximately 0.50 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
432 North Franklin Street	432 North Franklin Street Syracuse NY 13201	NNW	0.20 / 1,068.95	64

VCP - Voluntary Cleanup Agreements

A search of the VCP database, dated Aug 10, 2016 has found that there are 10 VCP site(s) within approximately 0.50 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
432 North Franklin Street	432 North Franklin Street Syracuse NY 13204-	NNW	0.20 / 1,068.95	<u>64</u>
Hosek Prop/339 W Jeff. St(400 Bk of SW ST	339 West Jefferson Street Syracuse NY 13202-	SSW	0.34 / 1,783.76	<u>94</u>
Hosek Prop/343 W Jeff. St.(400 Bk of SW S	343 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	<u>97</u>
Vacant Lot(400 Block of SWest Street)	347-351 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	<u>97</u>
Hosek Prop/345 W Jeff. St(400 Bk of SW S	345 West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,887.12	<u>98</u>
W.Jefferson St. Roadway&ROW(400 of SW St	West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,917.32	<u>99</u>
Form. Dupli Graphics Facility(400 Block)	358 West Jefferson Street & West Street Syracuse NY 13202-	SW	0.37 / 1,949.73	<u>101</u>
Form.Dupli GraphicsParking Lot(400 Bloc)	401-411 South West Street Syracuse NY 13202-	SW	0.39 / 2,043.33	<u>103</u>
Radell (400 Block of South West Street)	413-419 South West Street Syracuse NY 13202-	SW	0.39 / 2,079.74	<u>105</u>
Syracuse Auto Dynamics(400 Bk of SW St)	517 South West Street and Fabius Street Syracuse NY 13202-	SSW	0.49 / 2,602.93	<u>123</u>

ERP - Environmental Restoration Program Listing

A search of the ERP database, dated Aug 10, 2016 has found that there are 1 ERP site(s) within approximately 0.50 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Otisca Building	900 North McBride Street (& Butternut) Syracuse NY 13208	NNE	0.44 / 2,336.87	<u>115</u>

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
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BROWNFIELDS - Brownfields Site List (Subset of Site Remediation)

A search of the BROWNFIELDS database, dated Aug 10, 2016 has found that there are 13 BROWNFIELDS site(s) within approximately 0.50 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
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Leeds Building Property	407-409 HICKORY STREET SYRACUSE NY 13203	NE	0.21 / 1,130.24	68
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700 Out Parcel, LLC	701-709 East Water Street Syracuse NY 13202	ESE	0.49 / 2,588.37	122
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<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
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Washington Station	333 W. Washington Street Syracuse NY 13202	SW	0.15 / 786.28	53
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432 North Franklin Street	432 North Franklin Street Syracuse NY 13201	NNW	0.20 / 1,068.95	64
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Hosek Prop/339 W Jeff. St(400 Bk of SW ST	339 West Jefferson Street Syracuse NY 13202-	SSW	0.34 / 1,783.76	94
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Hosek Prop/343 W Jeff. St.(400 Bk of SW S	343 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	97
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Vacant Lot(400 Block of SWest Street)	347-351 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	97
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Hosek Prop/345 W Jeff. St(400 Bk of SW S	345 West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,887.12	98
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W. Jefferson St. Roadway&ROW(400 of SW St	West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,926.12	100
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Form. Dupli Graphics Facility(400 Block)	358 West Jefferson Street & West Street Syracuse NY 13202-	SW	0.37 / 1,949.73	101
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<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Form.Dupli GraphicsParking Lot(400 Bloc)	401-411 South West Street Syracuse NY 13202-	SW	0.39 / 2,043.33	103
Radell (400 Block of South West Street)	413-419 South West Street Syracuse NY 13202-	SW	0.39 / 2,079.74	105
Syracuse Auto Dynamics(400 Bk of SW St)	517 South West Street and Fabius Street Syracuse NY 13202-	SSW	0.49 / 2,602.93	123

Non Standard

Federal

FINDS/FRS - Facility Registry Service/Facility Index

A search of the FINDS/FRS database, dated Mar 9, 2016 has found that there are 2 FINDS/FRS site(s) within approximately 0.02 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
M & T BANK	101 S SALINA ST SYRACUSE NY 13202	-	0.00 / 0.00	1
NIAGARA MOHAWK A NATIONAL GRID CO	N SALINA ST & E WILLOW ST SYRACUSE NY 13202	E	0.00 / 3.65	3

TRIS - Toxics Release Inventory (TRI) Program

A search of the TRIS database, dated Dec 31, 2014 has found that there are 16 TRIS site(s) within approximately 0.02 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6

ALT FUELS - Alternative Fueling Stations

A search of the ALT FUELS database, dated Nov 3, 2016 has found that there are 2 ALT FUELS site(s) within approximately 0.25 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
EVPASS	141 West Washington Street Syracuse NY 13202	SSW	0.12 / 645.42	50

EVPASS	217 Montgomery Street Syracuse NY 13202	SE	0.23 / 1,202.85	74
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State

NY SPILLS - Spill Incidents Database

A search of the NY SPILLS database, dated Sep 21, 2016 has found that there are 25 NY SPILLS site(s) within approximately 0.12 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
THE HAROLD COMPANY	101 NORTH SALINA ST SYRACUSE NY	-	0.00 / 0.00	1

Site ID | Close Date: 256623 | 2001-02-21 00:00:00

ROADWAY	NB I 81 SOUTH OF EB 690 SPLIT SYRACUSE NY	NE	0.01 / 32.21	5
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Site ID | Close Date: 478505 | 2013-02-08 00:00:00

RT 81 NORTH & 690 WEST	RT 81/RT 690 SYRACUSE NY	NE	0.01 / 32.21	5
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Site ID | Close Date: 277502 | 1994-09-29 00:00:00

ON A BRIDGE	I-81 & I-690 INTERCHANGE SYRACUSE NY	NE	0.03 / 137.89	10
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Site ID | Close Date: 80900 | 2004-12-28 00:00:00

PAINT STRIPPER	N CLINTON ST SYRACUSE NY	NNW	0.05 / 246.51	21
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Site ID | Close Date: 176569 | 1989-06-06 00:00:00

FRANKLIN ST. RAMP	I-81 S/FRANKLIN ST RAMP SYRACUSE NY	NW	0.09 / 479.17	36
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Site ID | Close Date: 300861 | 1994-09-19 00:00:00

MANHOLE 510	N STATE AND HICKORY ST SYRACUSE NY	NE	0.11 / 605.63	43
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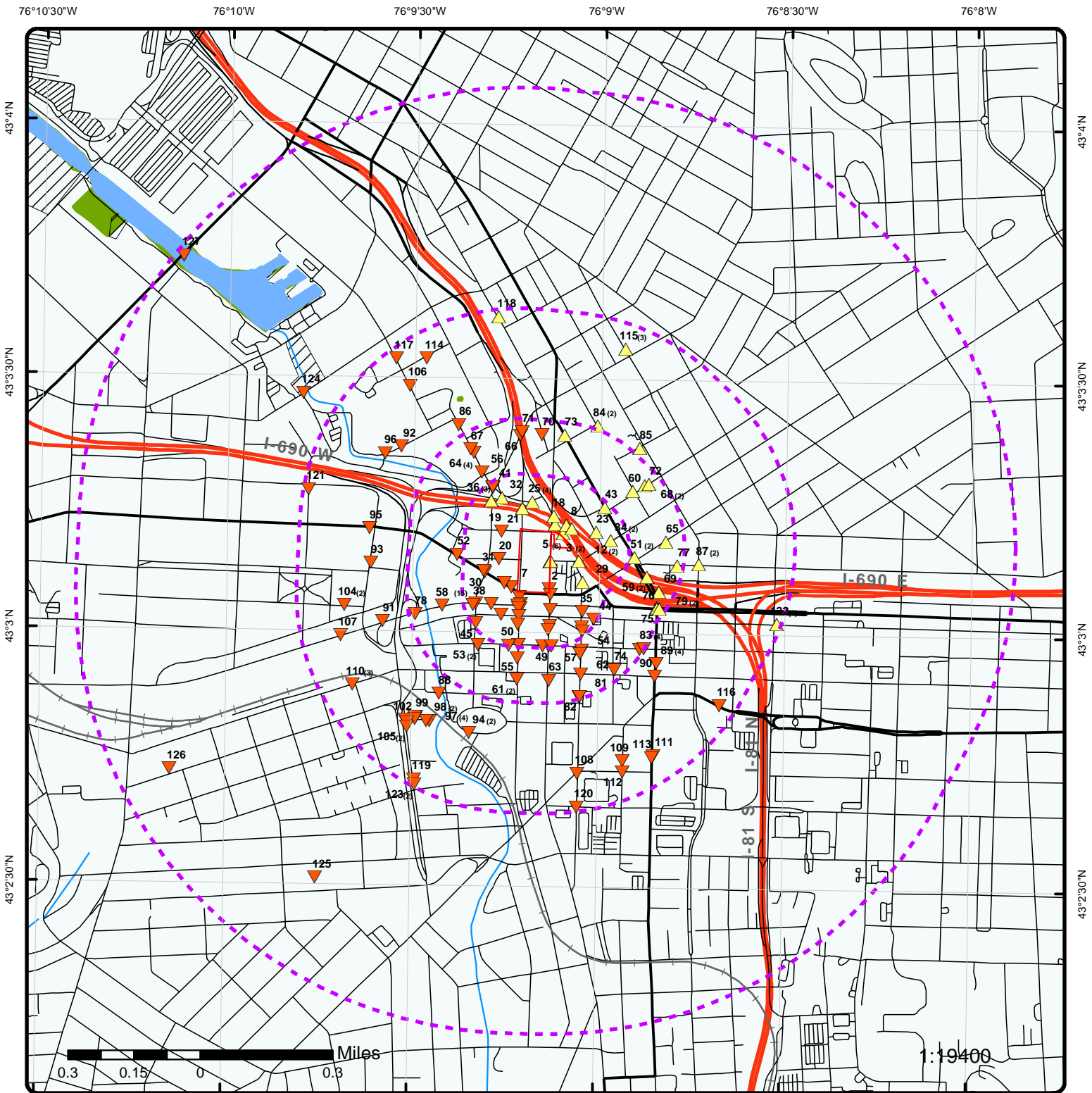
Site ID | Close Date: 462807 | 2012-06-26 00:00:00

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
AUTO GARAGE	115 NORTH SALINA STREET SYRACUSE NY	-	0.00 / 0.00	2

Site ID | Close Date: 493399 | 2014-09-23 00:00:00

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
MVA	N. SALINA / W. GENESEE ST SYRACUSE NY	SSE	0.00 / 23.14	4
	<i>Site ID Close Date: 514987 2016-06-15 00:00:00</i>			
ON CLINTON STREET SIDE	210 WEST GENESEE STREET SYRACUSE NY	SW	0.01 / 73.52	7
	<i>Site ID Close Date: 337224 2005-02-08 00:00:00</i>			
J.P. BYRNE RETREAD SHOP	238 WEST GENESEE STREET SYRACUSE NY	SW	0.03 / 161.47	14
	<i>Site ID Close Date: 281910 1995-02-28 00:00:00</i>			
HESS; ROUTE 11	ROUTE 11, S. SALINA ST SYRACUSE NY	SSE	0.04 / 191.08	17
	<i>Site ID Close Date: 265466 1987-06-10 00:00:00</i>			
TRANSFORMER LEAK	S. CLINTON ST & WATER ST SYRACUSE NY	SSW	0.05 / 287.70	22
	<i>Site ID Close Date: 129966 1994-06-16 00:00:00</i>			
WEST WATER STREET	228-238 WEST WATER ST SYRACUSE NY	SSW	0.06 / 332.01	24
	<i>Site ID Close Date: 319631 2004-11-17 00:00:00</i>			
JAMES M HANLEY FED BUILDI	100 S CLINTON ST SYRACUSE NY	SSW	0.07 / 384.45	28
	<i>Site ID Close Date: 75309 2000-10-24 00:00:00</i>			
FEDERAL BUILDING	100 SOUTH CLINTON ST SYRACUSE NY	SSW	0.07 / 384.45	28
	<i>Site ID Close Date: 487548 2013-10-02 00:00:00</i>			
GENESEE AND FRANKLIN	GENESEE AND FRANKLIN SYRACUSE NY	WSW	0.08 / 398.31	30
	<i>Site ID Close Date: 71473 1994-02-10 00:00:00</i>			
.5	300 WEST GENESEE SYRACUSE NY	WSW	0.08 / 408.88	31
	<i>Site ID Close Date: 86957 1999-05-12 00:00:00</i>			
ROADWAY TO PRKING LOT	ERIE BLVD./FRANKLIN ST. SYRACUSE NY	SW	0.10 / 516.73	37
	<i>Site ID Close Date: 392099 2009-01-06 00:00:00</i>			
CURB AND STORM DRAIN	INT. OF BUTTERNUT & FRANKLIN STS. SYRACUSE NY	NNW	0.11 / 588.68	40
	<i>Site ID Close Date: 469438 2014-08-22 00:00:00</i>			
SHELL, E. GENESEE ST.	200 BLOCK E GENESEE ST SYRACUSE NY	SSE	0.11 / 604.06	42
	<i>Site ID Close Date: 283559 1989-06-27 00:00:00</i>			

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
BASEMENT TAILOR SHOP	224 EAST WATER STREET SYRACUSE NY	SE	0.12 / 617.78	<u>44</u>
	<i>Site ID Close Date: 91962 2002-08-06 00:00:00</i>			
FRANKLIN ST	129 FRANKLIN ST SYRACUSE NY	SW	0.12 / 619.03	<u>45</u>
	<i>Site ID Close Date: 137852 1990-06-13 00:00:00</i>			
WASHINGTON ST AND SALINA	WASHINGTON ST AND SALINA SYRACUSE NY	S	0.12 / 630.14	<u>46</u>
	<i>Site ID Close Date: 253327 2004-02-12 00:00:00</i>			
INTERSECTION	CLINTON AND EAST WASHINGTON SYRACUSE NY	SSW	0.12 / 630.60	<u>47</u>
	<i>Site ID Close Date: 448159 2011-07-05 00:00:00</i>			



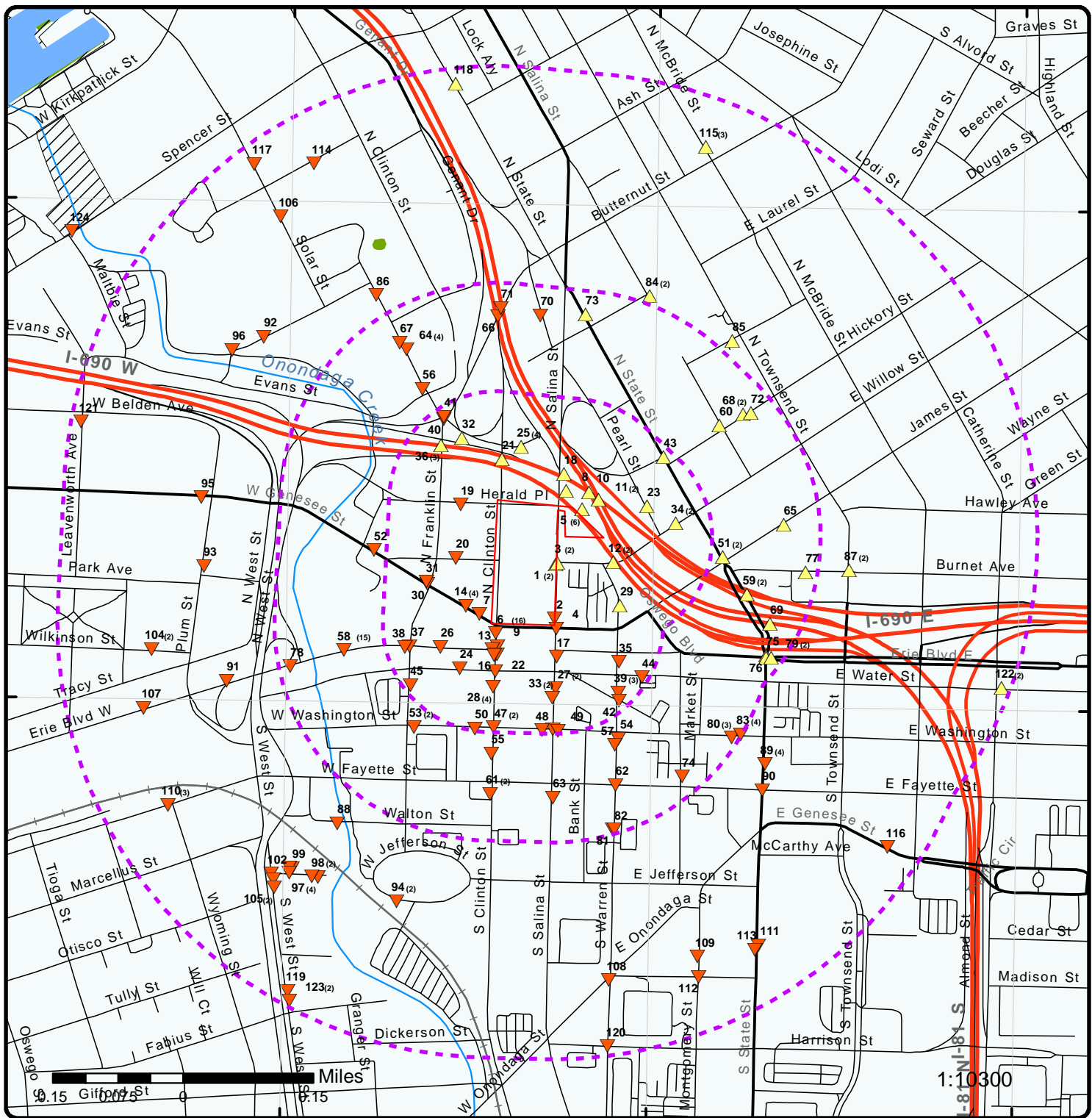
Map : 1 Mile Radius

Order No: 20161130088

Address: 101-239 And 214 N Salina St, Syracuse, NY, 13202



Project Property	Rails	State Boundary	FWS Special Designation Areas
Buffer Outline	Major Highways	National Priority List Sites	State Brownfield Sites
Eris Sites with Higher Elevation	Major Highways Ramps	National Wetland	State Brownfield Areas
Eris Sites with Same Elevation	Major Roads	Indian Reserve Land	State Superfund Areas:Dept. of Defense
Eris Sites with Lower Elevation	Major Roads Ramps	Historic Fill	State Superfund Areas:NPL
Eris Sites with Unknown Elevation	Secondary Roads	100 Year Flood Zone	WQARF Areas
County Boundary	Secondary Roads Ramps	500 Year Flood Zone	Federal Lands: Dept. of Defense (owned/administered areas)
	Local Roads and Ramps		



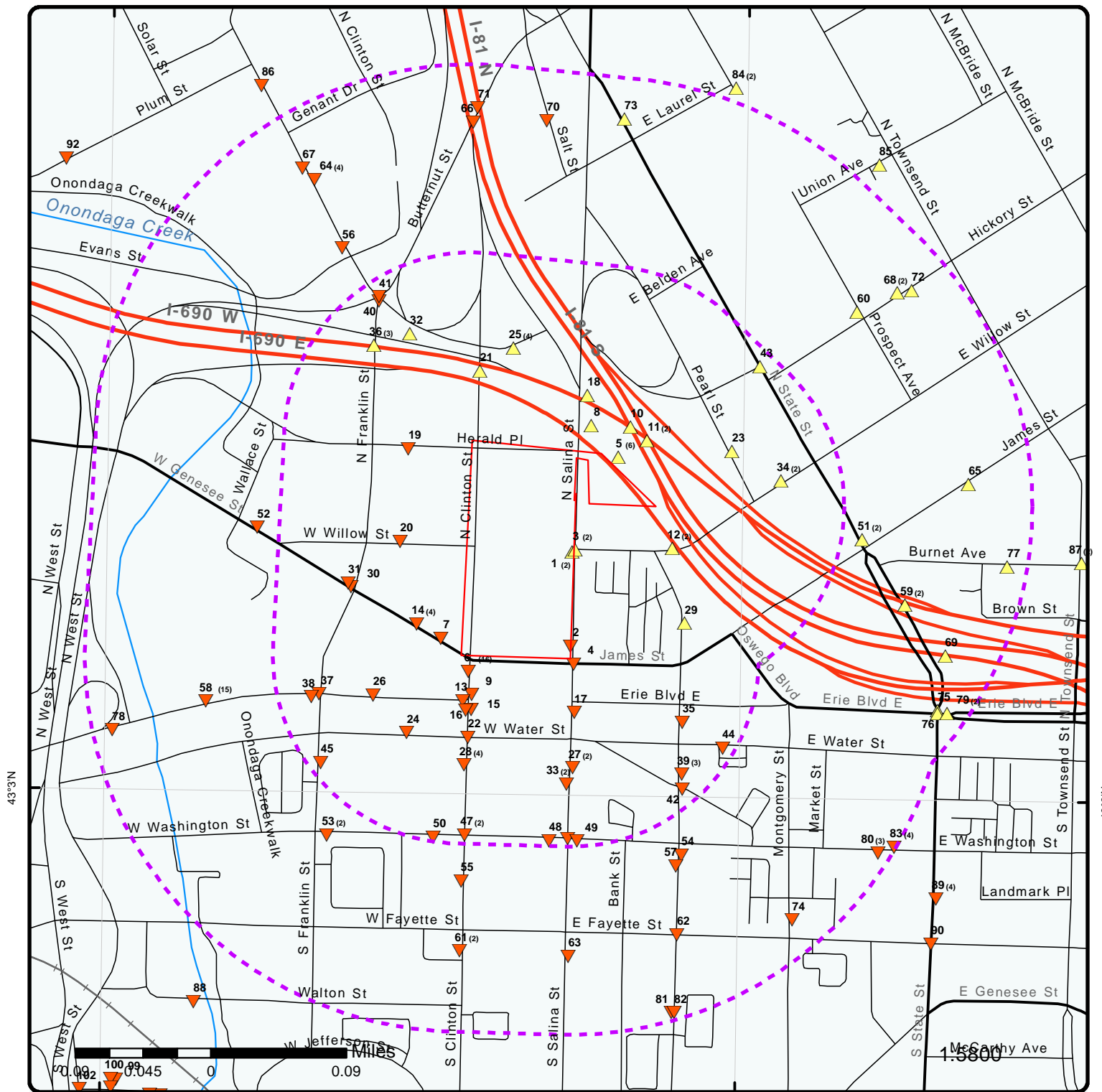
Map : 0.5 Mile Radius

Order No: 20161130088

Address: 101-239 And 214 N Salina St, Syracuse, NY, 13202



Project Property	Rails	State Boundary	FWS Special Designation Areas
Buffer Outline	Major Highways	National Priority List Sites	State Brownfield Sites
Eris Sites with Higher Elevation	Major Highways Ramps	National Wetland	State Brownfield Areas
Eris Sites with Same Elevation	Major Roads	Indian Reserve Land	State Superfund Areas:Dept. of Defense
Eris Sites with Lower Elevation	Major Roads Ramps	Historic Fill	State Superfund Areas:NPL
Eris Sites with Unknown Elevation	Secondary Roads	100 Year Flood Zone	WQARF Areas
County Boundary	Secondary Roads Ramps	500 Year Flood Zone	Federal Lands: Dept. of Defense (owned/administered areas)
	Local Roads and Ramps		



Map : 0.25 Mile Radius

Order No: 20161130088

Address: 101-239 And 214 N Salina St, Syracuse, NY, 13202



Project Property	Rails	State Boundary	FWS Special Designation Areas
Buffer Outline	Major Highways	National Priority List Sites	State Brownfield Sites
Eris Sites with Higher Elevation	Major Highways Ramps	National Wetland	State Brownfield Areas
Eris Sites with Same Elevation	Major Roads	Indian Reserve Land	State Superfund Areas:Dept. of Defense
Eris Sites with Lower Elevation	Major Roads Ramps	Historic Fill	State Superfund Areas:NPL
Eris Sites with Unknown Elevation	Secondary Roads	100 Year Flood Zone	WQARF Areas
County Boundary	Secondary Roads Ramps	500 Year Flood Zone	Federal Lands: Dept. of Defense (owned/administered areas)
	Local Roads and Ramps		



43°3'N

43°3'N

Aerial

Address: 101-239 And 214 N Salina St, Syracuse, NY, 13202

Source: ESRI World Imagery

Order No: 20161130088



© ERIS Information Inc.

Detail Report

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
1	1 of 2	-	0.00 / 0.00	406.17	M & T BANK 101 S SALINA ST SYRACUSE NY 13202	FINDS/FRS
<p>Registry ID: 110014359336 FIPS Code: 36067 Program Acronyms: RCRAINFO HUC Code: 04140201 Site Type Name: STATIONARY EPA Region Code: 02 Conveyor: FRS-GEOCODE County Name: ONONDAGA Source: SIC Codes: SIC Code Descriptions: Federal Facility Code: NAICS Codes: NAICS Code Descriptions: Federal Agency Name: US/Mexico Border Ind: Congressional Dist No: 25 Census Block Code: 360670032001026 Create Date: 17-MAY-2003 22:37:36 Update Date: 29-DEC-2014 09:47:09 Location Description: Supplemental Location: 101 S SALINA ST Tribal Land Code: Tribal Land Name: Latitude: 43.05026 Longitude: -76.15182 Coord Collection Method: ADDRESS MATCHING-HOUSE NUMBER Accuracy Value: 30 Datum: NAD83 Reference Point: CENTER OF A FACILITY OR STATION Interest Types: CESQG Facility Detail Rprt URL: http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110014359336</p>						

1	2 of 2	-	0.00 / 0.00	406.17	THE HAROLD COMPANY 101 NORTH SALINA ST SYRACUSE NY	NY SPILLS
<p>Site ID: 256623 Spill NO: 0007349 Spill Date: 2000-09-22 15:30:00 Close Date: 2001-02-21 00:00:00 Create Date: 2000-09-22 00:00:00 Update Date: 2001-02-21 00:00:00 Program Type: ER DER Facility ID: 210146 Cont Factor: Other UST Trust: No Penalty: No SWIS Code: 3415 DEC Region: 7 CID: 252 Meets Std: No</p> <p>Water Body: REM Phase: 0 Lead DEC: CXROSSI Reported By: Affected Persons Referred to: CAC Date: Source: Institutional, Educational, Gov., Other Class: B3 Rcvd Date: 2000-09-22 15:42:00 Insp Date: 2000-09-22 00:00:00 County: Onondaga Latitude: 43.051013710 Longitude: -76.152253620 After Hours: No</p>						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Callerremark:						
Decremark:						
Spiller Information						
--						
Spiller Name:					MICHAEL STERN	
Spiller Company:					SYRACUSE NEWSPAPERS	
Spiller Address:					CLINTON SQ (PO BOX 4915)	
Spiller City:					SYRACUSE	
Spiller State:					NY	
Spiller Zip:					13221-4915	
Spiller Country:					001	
Contact Name:					MICHAEL STERN	
Contact Phone:					(315) 470-2224	
Contact Ext.:						
--						
Material Information						
--						
Site ID:					256623	
Spill Number:					0007349	
OP Unit ID:					830013	
OU:					01	
Material ID:					560461	
Material Code:					0066A	
Material NA:					unknown petroleum	
CAS NO:						
Mat Family:					Petroleum	
Quantity:					.00	
Units:					G	
Recovered:					.00	
Med Soil:					Yes	
Med Air:					No	
Med In Air:					No	
Med GW:					No	
Med SW:					No	
Med DW:					No	
Med Sewer:					No	
Med Surf:					No	
Med Subway:					No	
Med Utility:					No	
Oxygenate:						
--						

2 1 of 1 - 0.00 / 0.00 403.23 **AUTO GARAGE** **NY SPILLS**
115 NORTH SALINA STREET
SYRACUSE NY

Site ID:	493399	Water Body:	
Spill NO:	1400170	REM Phase:	0
Spill Date:	2014-04-05 15:58:00	Lead DEC:	cxrossi
Close Date:	2014-09-23 00:00:00	Reported By:	Other
Create Date:	2014-04-05 16:01:00	Referred to:	
Update Date:	2014-09-23 13:44:17.413000000	CAC Date:	
Program Type:	ER	Source:	Commercial/Industrial
DER Facility ID:	448278	Class:	D5
Cont Factor:	Deliberate	Rcvd Date:	2014-04-05 15:13:00
UST Trust:	No	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	43.051392312
DEC Region:	7	Longitude:	-76.152244529
CID:		After Hours:	Yes
Meets Std:	No		
Decremark:			

""

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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Callerremark:

"report that this garage is only for auto sales - , but garage does repairs and oil changes and leaves the oil all over the ground clean up pending"

Spiller Information

--
Spiller Name: DENNIS PELLO
Spiller Company: 207 AUTO SALES
Spiller Address: 115 NORTH SALINA STREET
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: DENNIS PELLO
Contact Phone: (315) 863-9087
Contact Ext.:

Material Information

--
Site ID: 493399
Spill Number: 1400170
OP Unit ID: 1242906
OU: 01
Material ID: 2243492
Material Code: 0015
Material NA: motor oil
CAS NO:
Mat Family: Petroleum
Quantity:
Units:
Recovered:
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 --

<u>3</u>	1 of 2	E	0.00 / 3.65	406.17	NIAGARA MOHAWK A NATIONAL GRID CO N SALINA ST & E WILLOW ST SYRACUSE NY 13202	FINDS/FRS
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Registry ID: 110064020722
FIPS Code: 36067
Program Acronyms: RCRAINFO
HUC Code: 04140201
Site Type Name: STATIONARY
EPA Region Code: 02
Conveyor: FRS-GEocode
County Name: ONONDAGA
Source:
SIC Codes:
SIC Code Descriptions:
Federal Facility Code:
NAICS Codes:
NAICS Code Descriptions:
Federal Agency Name:
US/Mexico Border Ind:
Congressional Dist No: 25

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Census Block Code:		360670032001012				
Create Date:		29-APR-2015 20:02:06				
Update Date:						
Location Description:						
Supplemental Location:		N SALINA ST & E WILLOW ST				
Tribal Land Code:						
Tribal Land Name:						
Latitude:		43.05236				
Longitude:		-76.15214				
Coord Collection Method:		ADDRESS MATCHING-NEAREST INTERSECTION				
Accuracy Value:		200				
Datum:		NAD83				
Reference Point:		ENTRANCE POINT OF A FACILITY OR STATION				
Interest Types:		UNSPECIFIED UNIVERSE				
Facility Detail Rprt URL:		http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110064020722				

3	2 of 2	E	0.00 / 3.65	406.17	NIAGARA MOHAWK A NATIONAL GRID CO N SALINA ST & E WILLOW ST MANHOLE 2-1 SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYP000971499
Current Site Name: NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name: LENNY DELVECCHIO
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2: MANHOLE 2-1
 --
Owner/Operator Information
 --
NAICS Information
 --
Handler Information
 --
Date Received: 20150310
Facility Name: NIAGARA MOHAWK A NATIONAL GRID CO
Classification: Large Quantity Generator
 --
Date Received: 20150629
Facility Name: NIAGARA MOHAWK A NATIONAL GRID CO
 --

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Hazardous Waste Information						
--		--				
Waste Code:		B007				
Waste:						
--		--				
Waste Code:		B002				
Waste:						
--		--				
Violation/Evaluation Information						
--		--				

<u>4</u>	1 of 1	SSE	0.00 / 23.14	402.57	MVA N. SALINA / W. GENESEE ST SYRACUSE NY	NY SPILLS
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Site ID:	514987	Water Body:	
Spill NO:	1507501	REM Phase:	0
Spill Date:	2015-10-17 10:13:00	Lead DEC:	DJLASALL
Close Date:	2016-06-15 00:00:00	Reported By:	Fire Department
Create Date:	2015-10-17 10:48:00	Referred to:	
Update Date:	2016-06-15 13:11:21.420000000	CAC Date:	2016-01-25 00:00:00
Program Type:	ER	Source:	Passenger Vehicle
DER Facility ID:	469422	Class:	C1
Cont Factor:	Traffic Accident	Rcvd Date:	2015-10-17 10:45:00
UST Trust:	No	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:		After Hours:	Yes
Meets Std:	No		
Callerremark:			

"Clean up pending, local FD put down speedy dry. Call back request."

Decremark:

"Spill resulting from two vehicle MVA. spill was to blacktop with possible impact to storm drain. Op-tech hired by DEC. Op-Tech picked up speedy dry applied by FD and inspected storm drain for gasoline. No sheen or free product noted in drain. Syr PD report entered into DECDOCS"

Spiller Information

--	--
Spiller Name:	
Spiller Company:	ANTONISE ELMORE
Spiller Address:	110 ONONDAGA AVE D1
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13204
Spiller Country:	999
Contact Name:	LT. HUNTER
Contact Phone:	315-263-3279
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	514987
Spill Number:	1507501
OP Unit ID:	1264162
OU:	01
Material ID:	2267921
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	5.00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		Yes				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

5 1 of 6 **NE** 0.01 / 32.21 408.98 **I81 AT I690**
I81 AT I690
SYRACUSE NY **LEAKING TANKS**

Site ID:	467020	DECREG:	7
Spill NO:	1204153	Lead DEC:	menash
SWIS Code:	3415	Contr Factor:	Tank Test Failure
DER Fac ID:	421351	Source:	Commercial Vehicle
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	
Class:	C3	Meets Std:	No
Spill Date:	2012-07-27 00:28:00	Water Body:	
Close Date:	2013-01-17 00:00:00	Rem Phase:	0
Update Date:	2013-01-17 10:51:23.730000000	Refer to:	
CAC Date:		Reported By:	Other
Create Date:	2012-07-27 00:56:00	After Hours:	Yes
Received Date:	2012-07-27 00:53:00	County:	Onondaga
Latitude:		Inspection Date:	
Longitude:			
Caller Remark:			

"***** RESPONSE REQUESTED***** MVA with approx 100 gallons of diesel to pavement."

DEC Remark:

"Tractor trailer hit guard rail at downtown section of I81. Motor and chassis remained on I81. Cab landed in parking lot on McBride and Erie blvd. Approximately sixty gallons went into parking area. Remaining diesel spread over I81 bed. Op-ted called for cleanup. Syracuse Police Accident Report # 12-370083. Big Red Towing, Syracuse, NY, recovered truck cab and chassis. ISR submitted 17 January 2013."

Spiller Information

-- --
Spiller Name: DOUG POPE
Spiller Company: TRANSPORTATION NETWORK CARRIERS
Spiller Address: 389 E MORGAN STREET
Spiller City: MARTINSVILLE
Spiller State: IN
Spiller Zip: 46151
Spiller Country: 999
Contact Name: JASON
Contact Phone: (315) 435-8883
Contact Ext.:

Material Information

-- --
Site ID: 467020
Spill Number: 1204153
OP Unit ID: 1216990
OU: 01
Material ID: 2215246
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: 100.00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Units:		G				
Recovered:						
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

<u>5</u>	2 of 6	NE	0.01 / 32.21	408.98	NYS DOT BRIDGE BIN 1095510 RTE I-690 OVER RTE I-81 SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000049874
Current Site Name: NYS DOT BRIDGE BIN 1095510
Generator Status Universe: No Report
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--

Owner/Operator Information

--

Owner/Operator Indicator: CP
Owner/Operator Name: NYS DOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYS DOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY 13202				
Owner/Operator Phone:		3154487342				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Handler Information						
--		--				
Date Received:		19980203				
Facility Name:		NYS DOT BRIDGE BIN 1095510				
Classification:		Large Quantity Generator				
--		--				
Date Received:		19990714				
Facility Name:		NYS DOT BRIDGE BIN 1095510				
Classification:		Small Quantity Generator				
--		--				
Date Received:		20060101				
Facility Name:		NYS DOT BRIDGE BIN 1095510				
--		--				
Date Received:		20070101				
Facility Name:		NYS DOT BRIDGE BIN 1095510				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information						
--		--				

[5](#)

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NE

0.01 / 32.21

408.98

NYS DOT BRIDGE BIN 1064590
I-81 SB FROM I-690 WB OVER E
FAYETTE
SYRACUSE NY 13203

RCRA
NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000082636
Current Site Name: NYSDOT BRIDGE BIN 1064590
Generator Status Universe: No Report
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Used Oil Spec Marketer:						
Mailing Address:		109, S WARREN ST, , SYRACUSE, NY, 13202, US				
Contact Name:		WARREN UNDERWOOD				
Contact Address:		109, S WARREN ST, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:		FAYETTE				
--						
Owner/Operator Information						
--						
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154329106				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--						
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154329106				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--						
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY 13202				
Owner/Operator Phone:		3154329106				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--						
NAICS Information						
--						
Handler Information						
--						
Date Received:		20060101				
Facility Name:		NYS DOT BRIDGE BIN 1064590				
--						
Date Received:		19991217				
Facility Name:		NYS DOT BRIDGE BIN 1064590				
Classification:		Large Quantity Generator				
--						
Date Received:		20070101				
Facility Name:		NYS DOT BRIDGE BIN 1064590				
--						
Hazardous Waste Information						
--						
Waste Code:		D008				
Waste:		LEAD				
--						
Waste Code:		D000				
Waste:		DESCRIPTION				
--						
Violation/Evaluation Information						
--						

5

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NE

0.01 / 32.21

408.98

NYS DOT- BIN 105388A
I-81 RAMP TO I-690EB/JAMES STR
SYRACUSE NY 13202

RCRA
NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000097725

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Current Site Name:					NYSDOT- BIN 105388A	
Generator Status Universe:					No Report	
Land Type:						
Activity Location:					NY	
TSD Activity:					No	
Mixed Waste Generator:					No	
Importer Activity:					No	
Transporter Activity:					No	
Transfer Facility:					No	
Recycler Activity:					No	
Onsite Burner Exemption:					No	
Furnace Exemption:					No	
Underground Inject Activity:					No	
Rece Waste From Off Site:					No	
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:					109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US	
Contact Name:					RICHARD S STEELE	
Contact Address:					109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US	
Contact Email:						
Location Street 2:						
--					--	
Owner/Operator Information						
--					--	
Owner/Operator Indicator:					CO	
Owner/Operator Name:					NYSDOT	
Owner/Operator Address:					109 S WARREN ST SYRACUSE NY US 13202	
Owner/Operator Phone:					3154487349	
Owner/Operator Type:					S	
Date Became Current:					20010101	
Date Ended Current:						
--					--	
Owner/Operator Indicator:					CP	
Owner/Operator Name:					NYSDOT	
Owner/Operator Address:					109 S WARREN ST SYRACUSE NY US 13202	
Owner/Operator Phone:					3154487349	
Owner/Operator Type:					S	
Date Became Current:					20010101	
Date Ended Current:						
--					--	
Owner/Operator Indicator:					CO	
Owner/Operator Name:					NYSDOT	
Owner/Operator Address:					109 S WARREN ST SYRACUSE NY 13202	
Owner/Operator Phone:					3154487349	
Owner/Operator Type:					S	
Date Became Current:						
Date Ended Current:						
--					--	
NAICS Information						
--					--	
Naics Code:					23412	
Naics Description:					BRIDGE AND TUNNEL CONSTRUCTION	
--					--	
Handler Information						
--					--	
Date Received:					20060101	
Facility Name:					NYSDOT- BIN 105388A	
--					--	
Date Received:					20070101	
Facility Name:					NYSDOT- BIN 105388A	
--					--	
Date Received:					20020227	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Facility Name:		NYS DOT - BIN 105388A				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20010604				
Facility Name:		NYS DOT BRIDGE BIN 105388A				
Classification:		Small Quantity Generator				
--		--				
Hazardous Waste Information		--				
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information		--				
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5

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NE

0.01 / 32.21

408.98

RT 81 NORTH & 690 WEST
RT 81/RT 690
SYRACUSE NY

NY SPILLS

Site ID: 277502
Spill NO: 9402823
Spill Date: 1994-05-25 05:15:00
Close Date: 1994-09-29 00:00:00
Create Date: 1994-05-26 00:00:00
Update Date: 1994-10-04 00:00:00
Program Type: ER
DER Facility ID: 225560
Cont Factor: Traffic Accident
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: RJBRAZEL
Reported By: Other
Referred to:
CAC Date: 1994-09-29 00:00:00
Source: Commercial Vehicle
Class: C3
Rcvd Date: 1994-05-25 05:20:00
Insp Date: 1994-09-29 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: PGT TRUCKING
Spiller Address: ONE PGT WAY
Spiller City: MONACA
Spiller State: PA
Spiller Zip: 15061
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:
--

Material Information

--
Site ID: 277502
Spill Number: 9402823
OP Unit ID: 996619
OU: 01
Material ID: 382995
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: 40.00
Units: G
Recovered: .00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

5 6 of 6 **NE** 0.01 / 32.21 408.98 **ROADWAY
NB I 81 SOUTH OF EB 690 SPLIT
SYRACUSE NY** **NY SPILLS**

Site ID:	478505	Water Body:	
Spill NO:	1215218	REM Phase:	0
Spill Date:	2013-02-01 13:41:00	Lead DEC:	MJROMOCK
Close Date:	2013-02-08 00:00:00	Reported By:	Other
Create Date:	2013-02-01 14:01:00	Referred to:	
Update Date:	2013-02-08 10:05:42.800000000	CAC Date:	
Program Type:	ER	Source:	Commercial Vehicle
DER Facility ID:	433773	Class:	C4
Cont Factor:	Traffic Accident	Rcvd Date:	2013-02-01 13:59:00
UST Trust:	No	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:		After Hours:	No
Meets Std:	No		
Callerremark:			

"fire dept cleaning it up"

Decremark:

""

Spiller Information

--

Spiller Name: --

Spiller Company: unknown

Spiller Address:

Spiller City:

Spiller State: NY

Spiller Zip:

Spiller Country: 999

Contact Name: DISPATCH

Contact Phone: (315) 435-8884

Contact Ext.:

--

Material Information

--

Site ID: 478505

Spill Number: 1215218

OP Unit ID: 1228277

OU: 01

Material ID: 2225855

Material Code: 0008

Material NA: diesel

CAS NO:

Mat Family: Petroleum

Quantity:

Units:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Recovered:						
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

<u>6</u>	1 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
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TRI Facility ID:	13203CLDWL124BU	Year:	1997
BIA Code:		Tribe:	
Federal Facility:	NO	County:	ONONDAGA

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1397115067047
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	177
Total Releases:	177
Sec 8 Releases:	177
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	7889
On-Site Treatment:	0
Production Waste:	9645
One-Time Release:	0
Production Ratio:	.84
Parent Company Name:	NA
Parent Company DB No:	NA

<u>6</u>	2 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
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TRI Facility ID:	13203CLDWL124BU	Year:	1996
BIA Code:		Tribe:	
Federal Facility:	NO	County:	ONONDAGA

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1396105023687
Chemical:	COPPER
CAS/Compound ID:	007440508

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Clean Air Act?:		NO				
Classification:		NON-PBT				
Metal:		YES				
Metal Category:		1				
Carcinogen:		NO				
Unit of Measure:		Pounds				
On-Site Release Total:		101				
Total Releases:		101				
Sec 8 Releases:		101				
On-site Contained:		0				
On-site Other:		0				
On-site Energy Recovery:		0				
On-Site Recycling:		9333				
On-Site Treatment:		0				
Production Waste:		17332				
One-Time Release:		0				
Production Ratio:		.93				
Parent Company Name:		NA				
Parent Company DB No:		NA				

<u>6</u>	3 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
TRI Facility ID:	13203CLDWL124BU			Year:	1990	
BIA Code:				Tribe:		
Federal Facility:	NO			County:	ONONDAGA	

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1390045072687
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	882
Total Releases:	882
Sec 8 Releases:	0
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	0
On-Site Treatment:	0
Production Waste:	0
One-Time Release:	0
Production Ratio:	
Parent Company Name:	NA
Parent Company DB No:	NA

<u>6</u>	4 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
TRI Facility ID:	13203CLDWL124BU			Year:	1991	
BIA Code:				Tribe:		
Federal Facility:	NO			County:	ONONDAGA	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--Details--						
		Primary SIC:	3365			
		Primary NAICS:	331524			
		Document Number:	1391055023042			
		Chemical:	COPPER			
		CAS/Compound ID:	007440508			
		Clean Air Act?:	NO			
		Classification:	NON-PBT			
		Metal:	YES			
		Metal Category:	1			
		Carcinogen:	NO			
		Unit of Measure:	Pounds			
		On-Site Release Total:	380			
		Total Releases:	380			
		Sec 8 Releases:	380			
		On-site Contained:	0			
		On-site Other:	0			
		On-site Energy Recovery:	0			
		On-Site Recycling:	10000			
		On-Site Treatment:	0			
		Production Waste:	20280			
		One-Time Release:	0			
		Production Ratio:	.85			
		Parent Company Name:	NA			
		Parent Company DB No:	NA			

<u>6</u>	5 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
		TRI Facility ID:	13203CLDWL124BU	Year:	1989	
		BIA Code:		Tribe:		
		Federal Facility:	NO	County:	ONONDAGA	

--Details--						
		Primary SIC:	3365			
		Primary NAICS:	331524			
		Document Number:	1389035129927			
		Chemical:	COPPER			
		CAS/Compound ID:	007440508			
		Clean Air Act?:	NO			
		Classification:	NON-PBT			
		Metal:	YES			
		Metal Category:	1			
		Carcinogen:	NO			
		Unit of Measure:	Pounds			
		On-Site Release Total:	1636			
		Total Releases:	1636			
		Sec 8 Releases:	0			
		On-site Contained:	0			
		On-site Other:	0			
		On-site Energy Recovery:	0			
		On-Site Recycling:	0			
		On-Site Treatment:	0			
		Production Waste:	0			
		One-Time Release:	0			
		Production Ratio:				
		Parent Company Name:	NA			
		Parent Company DB No:	NA			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
<u>6</u>	6 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS

TRI Facility ID: 13203CLDWL124BU **Year:** 1993
BIA Code: **Tribe:**
Federal Facility: NO **County:** ONONDAGA

--Details--

Primary SIC: 3365
Primary NAICS: 331524
Document Number: 1393075030383
Chemical: COPPER
CAS/Compound ID: 007440508
Clean Air Act?: NO
Classification: NON-PBT
Metal: YES
Metal Category: 1
Carcinogen: NO
Unit of Measure: Pounds
On-Site Release Total: 225
Total Releases: 225
Sec 8 Releases: 225
On-site Contained: 0
On-site Other: 0
On-site Energy Recovery: 0
On-Site Recycling: 10000
On-Site Treatment: 0
Production Waste: 23936
One-Time Release: 0
Production Ratio: .92
Parent Company Name: NA
Parent Company DB No: NA

<u>6</u>	7 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
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TRI Facility ID: 13203CLDWL124BU **Year:** 1999
BIA Code: **Tribe:**
Federal Facility: NO **County:** ONONDAGA

--Details--

Primary SIC: 3365
Primary NAICS: 331524
Document Number: 1399135013579
Chemical: COPPER
CAS/Compound ID: 007440508
Clean Air Act?: NO
Classification: NON-PBT
Metal: YES
Metal Category: 1
Carcinogen: NO
Unit of Measure: Pounds
On-Site Release Total: 151
Total Releases: 151
Sec 8 Releases: 151
On-site Contained: 0
On-site Other: 0
On-site Energy Recovery: 0
On-Site Recycling: 7668
On-Site Treatment: 0
Production Waste: 15974

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
One-Time Release:		0				
Production Ratio:		.69				
Parent Company Name:		NA				
Parent Company DB No:		NA				

<u>6</u>	8 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
TRI Facility ID:	13203CLDWL124BU			Year:	1994	
BIA Code:				Tribe:		
Federal Facility:	NO			County:	ONONDAGA	

--Details--

Primary SIC: 3365
Primary NAICS: 331524
Document Number: 1394085054068
Chemical: COPPER
CAS/Compound ID: 007440508
Clean Air Act?: NO
Classification: NON-PBT
Metal: YES
Metal Category: 1
Carcinogen: NO
Unit of Measure: Pounds
On-Site Release Total: 97
Total Releases: 97
Sec 8 Releases: 97
On-site Contained: 0
On-site Other: 0
On-site Energy Recovery: 0
On-Site Recycling: 10760
On-Site Treatment: 0
Production Waste: 20478
One-Time Release: 0
Production Ratio: 1.04
Parent Company Name: NA
Parent Company DB No: NA

<u>6</u>	9 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
TRI Facility ID:	13203CLDWL124BU			Year:	1988	
BIA Code:				Tribe:		
Federal Facility:	NO			County:	ONONDAGA	

--Details--

Primary SIC: 3365
Primary NAICS: 331524
Document Number: 1388025335555
Chemical: COPPER
CAS/Compound ID: 007440508
Clean Air Act?: NO
Classification: NON-PBT
Metal: YES
Metal Category: 1
Carcinogen: NO
Unit of Measure: Pounds
On-Site Release Total: 750
Total Releases: 750

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Sec 8 Releases:	0					
On-site Contained:	0					
On-site Other:	0					
On-site Energy Recovery:	0					
On-Site Recycling:	0					
On-Site Treatment:	0					
Production Waste:	0					
One-Time Release:	0					
Production Ratio:						
Parent Company Name:	NA					
Parent Company DB No:	NA					

6	10 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
TRI Facility ID:	13203CLDWL124BU			Year:	1992	
BIA Code:				Tribe:		
Federal Facility:	NO			County:	ONONDAGA	

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1392065117083
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	589
Total Releases:	589
Sec 8 Releases:	590
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	10000
On-Site Treatment:	0
Production Waste:	18520
One-Time Release:	0
Production Ratio:	1.03
Parent Company Name:	NA
Parent Company DB No:	NA

6	11 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
TRI Facility ID:	13203CLDWL124BU			Year:	2002	
BIA Code:				Tribe:		
Federal Facility:	NO			County:	ONONDAGA	

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1302200069247
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Classification:		NON-PBT				
Metal:		YES				
Metal Category:		1				
Carcinogen:		NO				
Unit of Measure:		Pounds				
On-Site Release Total:		210				
Total Releases:		210				
Sec 8 Releases:		210				
On-site Contained:		0				
On-site Other:		0				
On-site Energy Recovery:		0				
On-Site Recycling:		7485				
On-Site Treatment:		0				
Production Waste:		7695				
One-Time Release:		0				
Production Ratio:		1.44				
Parent Company Name:		NA				
Parent Company DB No:		NA				

<u>6</u>	12 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
TRI Facility ID:	13203CLDWL124BU			Year:	2001	
BIA Code:				Tribe:		
Federal Facility:	NO			County:	ONONDAGA	

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1301155011404
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	160
Total Releases:	160
Sec 8 Releases:	160
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	6314
On-Site Treatment:	0
Production Waste:	8866
One-Time Release:	0
Production Ratio:	.8
Parent Company Name:	NA
Parent Company DB No:	NA

<u>6</u>	13 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
TRI Facility ID:	13203CLDWL124BU			Year:	2003	
BIA Code:				Tribe:		
Federal Facility:	NO			County:	ONONDAGA	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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--Details--

Primary SIC: 3365
Primary NAICS: 331524
Document Number: 1303201089036
Chemical: COPPER
CAS/Compound ID: 007440508
Clean Air Act?: NO
Classification: NON-PBT
Metal: YES
Metal Category: 1
Carcinogen: NO
Unit of Measure: Pounds
On-Site Release Total: 126
Total Releases: 126
Sec 8 Releases: 0
On-site Contained: 0
On-site Other: 126
On-site Energy Recovery: 0
On-Site Recycling: 5250
On-Site Treatment: 0
Production Waste: 12107
One-Time Release: 0
Production Ratio: .67
Parent Company Name: NA
Parent Company DB No: NA

6	14 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
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TRI Facility ID: 13203CLDWL124BU
BIA Code:
Federal Facility: NO
Year: 1998
Tribe:
County: ONONDAGA

--Details--

Primary SIC: 3365
Primary NAICS: 331524
Document Number: 1398125003261
Chemical: COPPER
CAS/Compound ID: 007440508
Clean Air Act?: NO
Classification: NON-PBT
Metal: YES
Metal Category: 1
Carcinogen: NO
Unit of Measure: Pounds
On-Site Release Total: 160
Total Releases: 160
Sec 8 Releases: 160
On-site Contained: 0
On-site Other: 0
On-site Energy Recovery: 0
On-Site Recycling: 10128
On-Site Treatment: 0
Production Waste: 12520
One-Time Release: 0
Production Ratio: 1.21
Parent Company Name: NA
Parent Company DB No: NA

6	15 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC	TRIS
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
					124 BURNET AVE SYRACUSE NY 13203	
TRI Facility ID:	13203CLDWL124BU				Year: 1995	
BIA Code:					Tribe:	
Federal Facility:	NO				County: ONONDAGA	
--Details--						
Primary SIC:	3365					
Primary NAICS:	331524					
Document Number:	1395095046456					
Chemical:	COPPER					
CAS/Compound ID:	007440508					
Clean Air Act?:	NO					
Classification:	NON-PBT					
Metal:	YES					
Metal Category:	1					
Carcinogen:	NO					
Unit of Measure:	Pounds					
On-Site Release Total:	114					
Total Releases:	114					
Sec 8 Releases:	114					
On-site Contained:	0					
On-site Other:	0					
On-site Energy Recovery:	0					
On-Site Recycling:	9344					
On-Site Treatment:	0					
Production Waste:	18891					
One-Time Release:	0					
Production Ratio:	.84					
Parent Company Name:	NA					
Parent Company DB No:	NA					

6	16 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS
TRI Facility ID:	13203CLDWL124BU				Year: 2000	
BIA Code:					Tribe:	
Federal Facility:	NO				County: ONONDAGA	
--Details--						
Primary SIC:	3365					
Primary NAICS:	331524					
Document Number:	1300145011274					
Chemical:	COPPER					
CAS/Compound ID:	007440508					
Clean Air Act?:	NO					
Classification:	NON-PBT					
Metal:	YES					
Metal Category:	1					
Carcinogen:	NO					
Unit of Measure:	Pounds					
On-Site Release Total:	177					
Total Releases:	177					
Sec 8 Releases:	177					
On-site Contained:	0					
On-site Other:	0					
On-site Energy Recovery:	0					
On-Site Recycling:	7020					
On-Site Treatment:	0					
Production Waste:	13676					
One-Time Release:	0					
Production Ratio:	.66					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Parent Company Name:		NA				
Parent Company DB No:		NA				

<u>7</u>	1 of 1	SW	0.01 / 73.52	401.28	ON CLINTON STREET SIDE 210 WEST GENESEE STREET SYRACUSE NY	NY SPILLS
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Site ID: 337224 Spill NO: 0411911 Spill Date: 2005-02-08 08:04:00 Close Date: 2005-02-08 00:00:00 Create Date: 2005-02-08 09:19:00 Update Date: 2005-02-08 12:33:22.687000000 Program Type: ER DER Facility ID: 272565 Cont Factor: Equipment Failure UST Trust: Penalty: SWIS Code: 3400 DEC Region: 7 CID: 444 Meets Std: Yes Callerremark:	Water Body: REM Phase: 0 Lead DEC: CXROSSI Reported By: Responsible Party Referred to: CAC Date: Source: Commercial Vehicle Class: D4 Rcvd Date: 2005-02-08 08:04:00 Insp Date: County: Onondaga Latitude: 43.051460000 Longitude: -76.153697000 After Hours: Yes
--	--

"BLOWN HOSE ON A TRUCK, IS CLEANED UP AND REPAIRED: LAND ONLY:"

Decremark:

""

Spiller Information

-- --

Spiller Name: ROBIN GRANGER
Spiller Company: ON CLINTON STREET SIDE
Spiller Address: 210 WEST GENESEE STREET
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: ROBIN GRANGER
Contact Phone: (315) 457-0003
Contact Ext.:

Material Information

-- --

Site ID: 337224
Spill Number: 0411911
OP Unit ID: 1099210
OU: 01
Material ID: 579525
Material Code: 0010
Material NA: hydraulic oil
CAS NO:
Mat Family: Petroleum
Quantity: 20.00
Units: G
Recovered: 20.00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

<u>8</u>	1 of 1	NNE	0.02 / 94.39	408.87	NYSDOT BRIDGE BIN 1051000 RTE I-690 OVER N SALINA ST SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000049841
Current Site Name: NYSDOT BRIDGE BIN 1051000
Generator Status Universe: No Report
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--

Owner/Operator Information

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

NAICS Information

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Handler Information						
--		--				
Date Received:		20060101				
Facility Name:		NYS DOT BRIDGE BIN 1051000				
--		--				
Date Received:		20070101				
Facility Name:		NYS DOT BRIDGE BIN 1051000				
--		--				
Date Received:		19990714				
Facility Name:		NYS DOT BRIDGE BIN 1051000				
Classification:		Small Quantity Generator				
--		--				
Date Received:		19980203				
Facility Name:		NYS DOT BRIDGE BIN 1051000				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information						
--		--				

[10](#) 1 of 1 NE 0.03 / 137.89 412.82 ON A BRIDGE I-81 & I-690 INTERCHANGE SYRACUSE NY NY SPILLS

Site ID: 80900
Spill NO: 0402106
Spill Date: 2004-05-26 08:15:00
Close Date: 2004-12-28 00:00:00
Create Date: 2004-05-26 00:00:00
Update Date: 2004-12-28 07:56:37.640000000
Program Type: ER
DER Facility ID: 74922
Cont Factor: Equipment Failure
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 444
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: MENASH
Reported By: Responsible Party
Referred to:
CAC Date:
Source: Institutional, Educational, Gov., Other
Class: C4
Rcvd Date: 2004-05-26 09:39:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: NYSDOT
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: RICHARD STEELE
Contact Phone: (315) 448-7363
Contact Ext.:
 --

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
11	1 of 2	NE	0.03 / 144.62	413.81	NYS DOT BIN 1095510 I-690 WB OVER I-81 SYRACUSE NY 13202	RCRA CESQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986941631
Current Site Name: NYSDOT BIN 1095510
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name: JOHN SEXTON
Contact Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email: JSEXTON@DOT.STATE.NY.US
Location Street 2:

--

Owner/Operator Information

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154727616
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: NO NAME FOUND
Owner/Operator Address: US
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: US
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 19670101

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Date Ended Current:						
--						
NAICS Information						
--						
Naics Code:		23411				
Naics Description:		HIGHWAY AND STREET CONSTRUCTION				
--						
Naics Code:		23412				
Naics Description:		BRIDGE AND TUNNEL CONSTRUCTION				
--						
Handler Information						
--						
Date Received:		19920107				
Facility Name:		NYSDOT BIN 1095510				
--						
Date Received:		20060101				
Facility Name:		NYSDOT BIN 1095510				
Classification:		Small Quantity Generator				
--						
Date Received:		20040525				
Facility Name:		NYSDOT BIN 1095510				
Classification:		Large Quantity Generator				
--						
Date Received:		19920603				
Facility Name:		NEW YORK STATE DEPT OF TRANSPORTATION				
Classification:		Large Quantity Generator				
--						
Date Received:		19910219				
Facility Name:		NYSDOT BIN 1095510				
Classification:		Large Quantity Generator				
--						
Date Received:		20070101				
Facility Name:		NYSDOT BIN 1095510				
Classification:		Conditionally Exempt Small Quantity				
--						
Hazardous Waste Information						
--						
Waste Code:		NONE				
Waste:		DESCRIPTION				
--						
Waste Code:		D008				
Waste:		LEAD				
--						
Violation/Evaluation Information						
--						

11	2 of 2	NE	0.03 / 144.62	413.81	NYSDOT BIN 105384A RAMP FROM I-81 NB TO I-690 EB OVER ERIE BLVD SYRACUSE NY 13202	RCRA LQG
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County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000179192
Current Site Name:	NYSDOT BIN 105384A
Generator Status Universe:	Large Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		333, E WASHINGTON ST, DOT REGION 3 CONSTR OFFICE, SYRACUSE, NY, 13202, US				
Contact Name:		CARL R KOCHERSBERGER				
Contact Address:		50, WOLF RD - ENV ANALYSIS NYSDOT, HAZ WASTE SEC POD 4-1, ALBANY, NY, 12232, US				
Contact Email:		CKOCHERSBERGER@DOT.STATE.NY.US				
Location Street 2:		OVER ERIE BLVD				
--		--				
Owner/Operator Information						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		STATE OF NY C/O NYSDOT COMMISSIONER				
Owner/Operator Address:		50 WOLF RD ALBANY NY US 12232				
Owner/Operator Phone:						
Owner/Operator Type:		S				
Date Became Current:		19670401				
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		OFFICE OF CONSTRUCTION NYSDOT REGION 3				
Owner/Operator Address:		US				
Owner/Operator Phone:						
Owner/Operator Type:		S				
Date Became Current:		19670401				
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Naics Code:		23731				
Naics Description:		HIGHWAY, STREET, AND BRIDGE CONSTRUCTION				
--		--				
Handler Information						
--		--				
Date Received:		20101025				
Facility Name:		NYSDOT BIN 105384A				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information						
--		--				

[12](#)

1 of 2

E

0.03 / 158.33

408.23

NYSDOT BRIDGE BIN 1050921
I-690 WB CONNECTOR B WILLOW
ST
SYRACUSE NY 13203

RCRA
NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986946358
Current Site Name: NYSDOT BRIDGE BIN 1050921
Generator Status Universe: No Report
Land Type: State
Activity Location: NY
TSD Activity: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Mixed Waste Generator:		No				
Importer Activity:		No				
Transporter Activity:		No				
Transfer Facility:		No				
Recycler Activity:		No				
Onsite Burner Exemption:		No				
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		109, S WARREN ST, , SYRACUSE, NY, 13202, US				
Contact Name:		WARREN UNDERWOOD				
Contact Address:		109, S WARREN ST, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NYSDOT				
Owner/Operator Address:		333 E WASHINGTON ST SYRACUSE NY 13202				
Owner/Operator Phone:		3154284400				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYSDOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY 13202				
Owner/Operator Phone:		3154329106				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NYSDOT				
Owner/Operator Address:		333 E WASHINGTON ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154284400				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYSDOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154329106				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Naics Code:		23412				
Naics Description:		BRIDGE AND TUNNEL CONSTRUCTION				
--		--				
Handler Information						
--		--				
Date Received:		19911028				
Facility Name:		NYSDOT BRIDGE BIN 1050921				
--		--				
Date Received:		20070101				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Facility Name:		NYS DOT BRIDGE BIN 1050921				
--		--				
Date Received:		19991217				
Facility Name:		NYS DOT BRIDGE BIN 1050921				
Classification:		Large Quantity Generator				
--		--				
Date Received:		19920513				
Facility Name:		NYS DOT				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20060101				
Facility Name:		NYS DOT BRIDGE BIN 1050921				
--		--				
Hazardous Waste Information		--				
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information		--				
--		--				

12	2 of 2	E	0.03 / 158.33	408.23	NYS DOT BRIDGE BIN 1050922 I-690 WB OVER WILLOW ST SYRACUSE NY 13203	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986946366
Current Site Name: NYSDOT BRIDGE BIN 1050922
Generator Status Universe: No Report
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name: WARREN UNDERWOOD
Contact Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:
 --
Owner/Operator Information
 --
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone: 3154284400
Owner/Operator Type: S

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CP				
<i>Owner/Operator Name:</i>		NYS DOT				
<i>Owner/Operator Address:</i>		333 E WASHINGTON ST	SYRACUSE NY US	13202		
<i>Owner/Operator Phone:</i>		3154284400				
<i>Owner/Operator Type:</i>		S				
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CO				
<i>Owner/Operator Name:</i>		NYS DOT				
<i>Owner/Operator Address:</i>		109 S WARREN ST	SYRACUSE NY US	13202		
<i>Owner/Operator Phone:</i>		3154329106				
<i>Owner/Operator Type:</i>		S				
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CO				
<i>Owner/Operator Name:</i>		NYS DOT				
<i>Owner/Operator Address:</i>		109 S WARREN ST	SYRACUSE NY	13202		
<i>Owner/Operator Phone:</i>		3154329106				
<i>Owner/Operator Type:</i>		S				
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>NAICS Information</i>						
--		--				
<i>Naics Code:</i>		23412				
<i>Naics Description:</i>		BRIDGE AND TUNNEL CONSTRUCTION				
--		--				
<i>Handler Information</i>						
--		--				
<i>Date Received:</i>		19911028				
<i>Facility Name:</i>		NYS DOT BRIDGE BIN 1050922				
--		--				
<i>Date Received:</i>		19991217				
<i>Facility Name:</i>		NYS DOT BRIDGE BIN 1050922				
<i>Classification:</i>		Large Quantity Generator				
--		--				
<i>Date Received:</i>		20070101				
<i>Facility Name:</i>		NYS DOT BRIDGE BIN 1050922				
--		--				
<i>Date Received:</i>		20060101				
<i>Facility Name:</i>		NYS DOT BRIDGE BIN 1050922				
--		--				
<i>Date Received:</i>		19920513				
<i>Facility Name:</i>		NYS DOT				
<i>Classification:</i>		Large Quantity Generator				
--		--				
<i>Hazardous Waste Information</i>						
--		--				
<i>Waste Code:</i>		NONE				
<i>Waste:</i>		DESCRIPTION				
--		--				
<i>Waste Code:</i>		D000				
<i>Waste:</i>		DESCRIPTION				
--		--				
<i>Waste Code:</i>		D008				
<i>Waste:</i>		LEAD				
--		--				
<i>Violation/Evaluation Information</i>						
--		--				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
13	1 of 1	SSW	0.03 / 158.60	401.30	THE HERALD COMPANY CLINTON SQUARE SYRACUSE NY 13202	UST

Site ID:	46128	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program NO:	7-459321	Utm X:	406048.83628
Program Type:	Petroleum Bulk Storage Program	Utm Y:	4767112.46383
Site Type:	Other		

Tank Information

--

Tank ID:	139538
Tank NO:	004
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	
Capacity(gal):	1000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	2000-09-22 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000

--

Material Code:	9999
Material Name:	other
Percent:	100.00

--

Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location

--

Equipment:	D00
Code Name:	No Piping
Type:	Pipe Type

--

Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection

--

Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment

--

Equipment:	I00
Code Name:	None
Type:	Overfill

--

Equipment:	B00
Code Name:	None
Type:	Tank External Protection

--

Equipment:	F00
Code Name:	None
Type:	Pipe External Protection

--

Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection

Tank Information

--

Tank ID:	138616
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Tank NO:			003			
Tank Model:						
Pipe Model:						
Tank Location:			Underground			
Tank Status:			Closed - Removed			
Install Date:			1998-07-01 00:00:00			
Capacity(gal):			10000			
Tank Type:			Equivalent Technology			
Test Method:			NN			
Date Tested:						
Next Test:						
Close Date:			2000-09-22 00:00:00			
Register:			True			
Modified By:			TRANSLAT			
Last Modified:			2004-03-04 12:34:30.780000000			
--			--			
Material Code:			0000			
Material Name:			empty			
Percent:			100.00			
--			--			
Equipment:			J02			
Code Name:			Suction Dispenser			
Type:			Dispenser			
--			--			
Equipment:			K01			
Code Name:			Catch Basin			
Type:			Spill Prevention			
--			--			
Equipment:			F05			
Code Name:			Jacketed			
Type:			Pipe External Protection			
--			--			
Equipment:			G04			
Code Name:			Double-Walled (Underground)			
Type:			Tank Secondary Containment			
--			--			
Equipment:			D08			
Code Name:			Equivalent Technology			
Type:			Pipe Type			
--			--			
Equipment:			H01			
Code Name:			Interstitial - Electronic Monitoring			
Type:			Tank Leak Detection			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			C02			
Code Name:			Underground/On-ground			
Type:			Pipe Location			
--			--			
Equipment:			I03			
Code Name:			Automatic Shut-Off			
Type:			Overfill			
--			--			
Equipment:			B05			
Code Name:			Jacketed			
Type:			Tank External Protection			
--			--			
Tank Information						
--			--			
Tank ID:			133019			
Tank NO:			001			
Tank Model:						
Pipe Model:						
Tank Location:			Underground			
Tank Status:			Closed - Removed			

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Install Date:			1973-12-01 00:00:00			
Capacity(gal):			10000			
Tank Type:			Steel/Carbon Steel/Iron			
Test Method:			03			
Date Tested:			1993-02-01 00:00:00			
Next Test:						
Close Date:			1998-07-01 00:00:00			
Register:			True			
Modified By:			TRANSLAT			
Last Modified:			2004-03-04 12:34:30.780000000			
--			--			
Material Code:			0009			
Material Name:			gasoline			
Percent:			100.00			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			G00			
Code Name:			None			
Type:			Tank Secondary Containment			
--			--			
Equipment:			I00			
Code Name:			None			
Type:			Overfill			
--			--			
Equipment:			D01			
Code Name:			Steel/Carbon Steel/Iron			
Type:			Pipe Type			
--			--			
Equipment:			J02			
Code Name:			Suction Dispenser			
Type:			Dispenser			
--			--			
Equipment:			B00			
Code Name:			None			
Type:			Tank External Protection			
--			--			
Equipment:			F00			
Code Name:			None			
Type:			Pipe External Protection			
--			--			
Equipment:			H05			
Code Name:			In-Tank System (ATG)			
Type:			Tank Leak Detection			
--			--			
Equipment:			C00			
Code Name:			No Piping			
Type:			Pipe Location			
--			--			
Tank Information						
--			--			
Tank ID:			133020			
Tank NO:			002			
Tank Model:						
Pipe Model:						
Tank Location:			Underground			
Tank Status:			Closed - Removed			
Install Date:			1973-12-01 00:00:00			
Capacity(gal):			10000			
Tank Type:			Steel/Carbon Steel/Iron			
Test Method:			03			
Date Tested:			1993-02-01 00:00:00			
Next Test:						
Close Date:			1998-07-01 00:00:00			
Register:			True			
Modified By:			TRANSLAT			

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Last Modified:			2004-03-04 12:34:30.780000000			
--			--			
Material Code:			0009			
Material Name:			gasoline			
Percent:			100.00			
--			--			
Equipment:			B00			
Code Name:			None			
Type:			Tank External Protection			
--			--			
Equipment:			F00			
Code Name:			None			
Type:			Pipe External Protection			
--			--			
Equipment:			H05			
Code Name:			In-Tank System (ATG)			
Type:			Tank Leak Detection			
--			--			
Equipment:			D01			
Code Name:			Steel/Carbon Steel/Iron			
Type:			Pipe Type			
--			--			
Equipment:			J02			
Code Name:			Suction Dispenser			
Type:			Dispenser			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			G00			
Code Name:			None			
Type:			Tank Secondary Containment			
--			--			
Equipment:			I00			
Code Name:			None			
Type:			Overfill			
--			--			
Equipment:			C00			
Code Name:			No Piping			
Type:			Pipe Location			
--			--			
Tank Information						
--			--			
Tank ID:			139539			
Tank NO:			005			
Tank Model:						
Pipe Model:						
Tank Location:			Underground			
Tank Status:			Closed - Removed			
Install Date:						
Capacity(gal):			500			
Tank Type:			Steel/Carbon Steel/Iron			
Test Method:			NN			
Date Tested:						
Next Test:						
Close Date:			2000-09-22 00:00:00			
Register:			True			
Modified By:			TRANSLAT			
Last Modified:			2004-03-04 12:34:30.780000000			
--			--			
Material Code:			9999			
Material Name:			other			
Percent:			100.00			
--			--			
Equipment:			B00			
Code Name:			None			
Type:			Tank External Protection			

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
--		--				
Equipment:		F00				
Code Name:		None				
Type:		Pipe External Protection				
--		--				
Equipment:		D00				
Code Name:		No Piping				
Type:		Pipe Type				
--		--				
Equipment:		A00				
Code Name:		None				
Type:		Tank Internal Protection				
--		--				
Equipment:		G00				
Code Name:		None				
Type:		Tank Secondary Containment				
--		--				
Equipment:		I00				
Code Name:		None				
Type:		Overfill				
--		--				
Equipment:		C00				
Code Name:		No Piping				
Type:		Pipe Location				
--		--				
Equipment:		H00				
Code Name:		None				
Type:		Tank Leak Detection				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		01				
Affiliation Name:		Facility Owner				
Affiliation Sub Type:		E				
Company:		THE HERALD COMPANY				
Contact Type:						
Contact Name:						
Address:		CLINTON SQUARE				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13202				
Country Code:		001				
Phone:		(315) 470-0011				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:42.31000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		07				
Affiliation Name:		Mail Contact				
Affiliation Sub Type:		NNN				
Company:		THE HERALD COMPANY				
Contact Type:						
Contact Name:		MICHAEL STERN				
Address:		CLINTON SQUARE				
Address2:		P.O. BOX 4915				
City:		SYRACUSE				
State:		NY				
Zip Code:		13202				
Country Code:		001				
Phone:		(315) 470-0011				
Phone Ext:						
Email:						
Fax:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:42.310000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		04				
Affiliation Name:		On-Site Operator				
Affiliation Sub Type:		NNN				
Company:		THE HERALD COMPANY				
Contact Type:		THE HERALD COMPANY				
Contact Name:		THE HERALD COMPANY				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 470-0011				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:42.310000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		THE HERALD COMPANY				
Contact Type:						
Contact Name:		MICHAEL STERN				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 470-0011				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:42.310000000				
--		--				

14	1 of 4	SW	0.03 / 161.47	400.59	WALT'S AUTOMOTIVE SERVICE LLC 238 WEST GENESEE ST SYRACUSE NY 13202	AST
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Site ID:	46093	Expiry:	2017/11/26
Site Status:	Active	County:	Onondaga
Site Type:	Auto Service/Repair (No Gasoline Sales)	UTM X:	406006.78277
Program NO:	7-451495	UTM Y:	4767193.32276
Program Type:	Petroleum Bulk Storage Program		

Tank Information

--	--
Tank ID:	140351
Tank NO:	1
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground-contact w/ impervious barrier
Tank Status:	In Service
Install Date:	1999-01-01 00:00:00
Capacity(gal):	180

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Tank Type:			Steel/Carbon Steel/Iron			
Test Method:			NN			
Date Tested:						
Next Test:						
Close Date:						
Register:			True			
Modified By:			KCKEMP			
Last Modified:			2011-07-28 09:18:01.810000000			
--			--			
Material Code:			0015			
Material Name:			motor oil			
Percent:			100.00			
--			--			
Equipment:			B01			
Code Name:			Painted/Asphalt Coating			
Type:			Tank External Protection			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			G00			
Code Name:			None			
Type:			Tank Secondary Containment			
--			--			
Equipment:			L00			
Code Name:			None			
Type:			Piping Leak Detection			
--			--			
Equipment:			F00			
Code Name:			None			
Type:			Pipe External Protection			
--			--			
Equipment:			D00			
Code Name:			No Piping			
Type:			Pipe Type			
--			--			
Equipment:			E00			
Code Name:			None			
Type:			Piping Secondary Containment			
--			--			
Equipment:			H06			
Code Name:			Impervious Barrier/Concrete Pad (A/G)			
Type:			Tank Leak Detection			
--			--			
Equipment:			J02			
Code Name:			Suction Dispenser			
Type:			Dispenser			
--			--			
Equipment:			K00			
Code Name:			None			
Type:			Spill Prevention			
--			--			
Equipment:			C00			
Code Name:			No Piping			
Type:			Pipe Location			
--			--			
Equipment:			I04			
Code Name:			Product Level Gauge (A/G)			
Type:			Overfill			
--			--			
Tank Information						
--			--			
Tank ID:			140352			
Tank NO:			2			
Tank Model:						
Pipe Model:						
Tank Location:			Aboveground-contact w/ impervious barrier			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Tank Status:					In Service	
Install Date:					1999-01-01 00:00:00	
Capacity(gal):					180	
Tank Type:					Steel/Carbon Steel/Iron	
Test Method:					NN	
Date Tested:						
Next Test:						
Close Date:						
Register:					True	
Modified By:					KCKEMP	
Last Modified:					2011-07-26 13:07:37.047000000	
--					--	
Material Code:					0015	
Material Name:					motor oil	
Percent:					100.00	
--					--	
Equipment:					C00	
Code Name:					No Piping	
Type:					Pipe Location	
--					--	
Equipment:					I04	
Code Name:					Product Level Gauge (A/G)	
Type:					Overfill	
--					--	
Equipment:					F00	
Code Name:					None	
Type:					Pipe External Protection	
--					--	
Equipment:					A00	
Code Name:					None	
Type:					Tank Internal Protection	
--					--	
Equipment:					G00	
Code Name:					None	
Type:					Tank Secondary Containment	
--					--	
Equipment:					L00	
Code Name:					None	
Type:					Piping Leak Detection	
--					--	
Equipment:					B01	
Code Name:					Painted/Asphalt Coating	
Type:					Tank External Protection	
--					--	
Equipment:					D00	
Code Name:					No Piping	
Type:					Pipe Type	
--					--	
Equipment:					E00	
Code Name:					None	
Type:					Piping Secondary Containment	
--					--	
Equipment:					H06	
Code Name:					Impervious Barrier/Concrete Pad (A/G)	
Type:					Tank Leak Detection	
--					--	
Equipment:					J02	
Code Name:					Suction Dispenser	
Type:					Dispenser	
--					--	
Equipment:					K00	
Code Name:					None	
Type:					Spill Prevention	
--					--	
Tank Information						
--					--	
Tank ID:					140353	
Tank NO:					3	

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Tank Model:						
Pipe Model:						
Tank Location:					Aboveground-contact w/ impervious barrier	
Tank Status:					In Service	
Install Date:					1999-01-01 00:00:00	
Capacity(gal):					240	
Tank Type:					Steel/Carbon Steel/Iron	
Test Method:					NN	
Date Tested:						
Next Test:						
Close Date:						
Register:					True	
Modified By:					KCKEMP	
Last Modified:					2011-07-26 13:07:37.077000000	
--					--	
Material Code:					2642	
Material Name:					used oil (heating, on-site consumption)	
Percent:					100.00	
--					--	
Equipment:					E00	
Code Name:					None	
Type:					Piping Secondary Containment	
--					--	
Equipment:					H06	
Code Name:					Impervious Barrier/Concrete Pad (A/G)	
Type:					Tank Leak Detection	
--					--	
Equipment:					J02	
Code Name:					Suction Dispenser	
Type:					Dispenser	
--					--	
Equipment:					K00	
Code Name:					None	
Type:					Spill Prevention	
--					--	
Equipment:					B01	
Code Name:					Painted/Asphalt Coating	
Type:					Tank External Protection	
--					--	
Equipment:					F00	
Code Name:					None	
Type:					Pipe External Protection	
--					--	
Equipment:					I04	
Code Name:					Product Level Gauge (A/G)	
Type:					Overfill	
--					--	
Equipment:					A00	
Code Name:					None	
Type:					Tank Internal Protection	
--					--	
Equipment:					G00	
Code Name:					None	
Type:					Tank Secondary Containment	
--					--	
Equipment:					L00	
Code Name:					None	
Type:					Piping Leak Detection	
--					--	
Equipment:					C01	
Code Name:					Aboveground	
Type:					Pipe Location	
--					--	
Equipment:					D02	
Code Name:					Galvanized Steel	
Type:					Pipe Type	
--					--	
Tank Information						

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
--		--				
Tank ID:		140354				
Tank NO:		4				
Tank Model:						
Pipe Model:						
Tank Location:		Aboveground-contact w/ impervious barrier				
Tank Status:		In Service				
Install Date:		1999-01-01 00:00:00				
Capacity(gal):		240				
Tank Type:		Steel/Carbon Steel/Iron				
Test Method:		NN				
Date Tested:						
Next Test:						
Close Date:						
Register:		True				
Modified By:		KCKEMP				
Last Modified:		2011-07-26 13:07:37.077000000				
--		--				
Material Code:		2642				
Material Name:		used oil (heating, on-site consumption)				
Percent:		100.00				
--		--				
Equipment:		L00				
Code Name:		None				
Type:		Piping Leak Detection				
--		--				
Equipment:		G00				
Code Name:		None				
Type:		Tank Secondary Containment				
--		--				
Equipment:		A00				
Code Name:		None				
Type:		Tank Internal Protection				
--		--				
Equipment:		J02				
Code Name:		Suction Dispenser				
Type:		Dispenser				
--		--				
Equipment:		K00				
Code Name:		None				
Type:		Spill Prevention				
--		--				
Equipment:		E00				
Code Name:		None				
Type:		Piping Secondary Containment				
--		--				
Equipment:		H06				
Code Name:		Impervious Barrier/Concrete Pad (A/G)				
Type:		Tank Leak Detection				
--		--				
Equipment:		C01				
Code Name:		Aboveground				
Type:		Pipe Location				
--		--				
Equipment:		D02				
Code Name:		Galvanized Steel				
Type:		Pipe Type				
--		--				
Equipment:		I04				
Code Name:		Product Level Gauge (A/G)				
Type:		Overfill				
--		--				
Equipment:		B01				
Code Name:		Painted/Asphalt Coating				
Type:		Tank External Protection				
--		--				
Equipment:		F00				
Code Name:		None				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Type:					Pipe External Protection	
--					--	
Affiliation Information						
--					--	
Affiliation Type:					01	
Affiliation Name:					Facility Owner	
Affiliation Sub Type:					E	
Company:					238 WEST GENESEE ST LLC	
Contact Type:					MEMBER	
Contact Name:					CJ DOSHNA	
Address:					238 WEST GENESEE ST	
Address2:						
City:					SYRACUSE	
State:					NY	
Zip Code:					13202	
Country Code:					001	
Phone:					(315) 472-5880	
Phone Ext:						
Email:						
Fax:						
Modified By:					KCKEMP	
Last Modified:					2011-07-26 13:07:37	
--					--	
Affiliation Information						
--					--	
Affiliation Type:					07	
Affiliation Name:					Mail Contact	
Affiliation Sub Type:					NNN	
Company:					WALTS AUTOMOTIVE SERVICE LLC	
Contact Type:						
Contact Name:					CHRISTOPHER J OR NICHOLAS B DOSHNA	
Address:					238 WEST GENESEE ST	
Address2:						
City:					SYRACUSE	
State:					NY	
Zip Code:					13202	
Country Code:					001	
Phone:					(315) 472-5880	
Phone Ext:						
Email:						
Fax:						
Modified By:					KCKEMP	
Last Modified:					2011-07-26 13:07:37.017000000	
--					--	
Affiliation Information						
--					--	
Affiliation Type:					04	
Affiliation Name:					On-Site Operator	
Affiliation Sub Type:					NNN	
Company:					WALTS AUTOMOTIVE SERVICE LLC	
Contact Type:						
Contact Name:					CJ DOSHNA	
Address:						
Address2:						
City:						
State:					NN	
Zip Code:						
Country Code:					001	
Phone:					(315) 472-5880	
Phone Ext:						
Email:						
Fax:						
Modified By:					KCKEMP	
Last Modified:					2011-07-26 13:07:37	
--					--	
Affiliation Information						
--					--	
Affiliation Type:					11	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		WALT DOSHNA				
Contact Type:						
Contact Name:		WALT DOSHNA				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 727-3959				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:41.937000000				
--		--				

14	2 of 4	SW	0.03 / 161.47	400.59	WALT SERVICE CENTER 238 WEST GENESEE STREET SYRACUSE NY	LEAKING TANKS
--------------------	--------	----	---------------	--------	---	---------------

Site ID:	153354	DECREG:	7
Spill NO:	0401571	Lead DEC:	MENASH
SWIS Code:	3415	Contr Factor:	Tank Test Failure
DER Fac ID:	228865	Source:	Commercial/Industrial
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	407
Class:	C4	Meets Std:	No
Spill Date:	2004-05-13 16:01:00	Water Body:	
Close Date:	2009-01-06 00:00:00	Rem Phase:	0
Update Date:	2009-01-06 18:47:40.973000000	Refer to:	
CAC Date:	2004-05-21 00:00:00	Reported By:	Other
Create Date:	2004-05-13 00:00:00	After Hours:	No
Received Date:	2004-05-13 16:01:00	County:	Onondaga
Latitude:	43.051616490	Inspection Date:	
Longitude:	-76.154094450		
Caller Remark:			

DEC Remark:

Spiller Information

--

Spiller Name:	WALT DOSHNA
Spiller Company:	WALT SERVICE CENTER
Spiller Address:	238 WEST GENESEE ST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13202
Spiller Country:	001
Contact Name:	MARK KINNEY
Contact Phone:	(315) 952-0729
Contact Ext.:	

--

Material Information

--

Site ID:	153354
Spill Number:	0401571
OP Unit ID:	883412
OU:	01
Material ID:	492775
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Quantity:		.00				
Units:		L				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

[14](#) 3 of 4 SW 0.03 / 161.47 400.59 J.P. BYRNE RETREAD SHOP
238 WEST GENESEE STREET NY SPILLS
SYRACUSE NY

Site ID:	281910	Water Body:	
Spill NO:	9414744	REM Phase:	0
Spill Date:	1995-02-09 12:00:00	Lead DEC:	CFMANNES
Close Date:	1995-02-28 00:00:00	Reported By:	Citizen
Create Date:	1995-02-13 00:00:00	Referred to:	
Update Date:	1997-11-28 00:00:00	CAC Date:	
Program Type:	ER	Source:	Commercial/Industrial
DER Facility ID:	228865	Class:	D5
Cont Factor:	Deliberate	Rcvd Date:	1995-02-09 08:51:00
UST Trust:	No	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	43.051616490
DEC Region:	7	Longitude:	-76.154094450
CID:		After Hours:	No
Meets Std:	No		
Callerremark:			

Decremark:

Spiller Information

--

Spiller Name:

Spiller Company: J.P. BYRNE INC.

Spiller Address: 238 WEST GENESEE ST.

Spiller City: SYRACUSE

Spiller State: NY

Spiller Zip: 13202

Spiller Country: 001

Contact Name:

Contact Phone:

Contact Ext.:

--

Material Information

--

Site ID: 281910

Spill Number: 9414744

OP Unit ID: 1008249

OU: 01

Material ID: 373470

Material Code: 0066A

Material NA: unknown petroleum

CAS NO:

Mat Family: Petroleum

Quantity: .00

Units: L

Recovered: .00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

14	4 of 4	SW	0.03 / 161.47	400.59	WALT'S AUTOMOTIVE SERVICE LLC 238 WEST GENESEE ST SYRACUSE NY 13202	UST
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Site ID:	46093	Expiry:	2017/11/26
Site Status:	Active	County:	Onondaga
Program NO:	7-451495	Utm X:	406006.78277
Program Type:	Petroleum Bulk Storage Program	Utm Y:	4767193.32276
Site Type:	Auto Service/Repair (No Gasoline Sales)		

Tank Information

--	--
Tank ID:	132945
Tank NO:	002
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	1983-05-01 00:00:00
Capacity(gal):	4000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	2004-05-14 00:00:00
Register:	True
Modified By:	DJLASALL
Last Modified:	2004-09-27 15:31:30.560000000
--	--
Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Equipment:		B00				
Code Name:		None				
Type:		Tank External Protection				
--		--				
Equipment:		F00				
Code Name:		None				
Type:		Pipe External Protection				
--		--				
Equipment:		H00				
Code Name:		None				
Type:		Tank Leak Detection				
--		--				
Equipment:		C01				
Code Name:		Aboveground				
Type:		Pipe Location				
--		--				
Equipment:		D02				
Code Name:		Galvanized Steel				
Type:		Pipe Type				
--		--				
Tank Information						
--		--				
Tank ID:		132944				
Tank NO:		001				
Tank Model:						
Pipe Model:						
Tank Location:		Underground				
Tank Status:		Closed - Removed				
Install Date:		1983-05-01 00:00:00				
Capacity(gal):		4000				
Tank Type:		Steel/Carbon Steel/Iron				
Test Method:		NN				
Date Tested:						
Next Test:						
Close Date:		2004-05-14 00:00:00				
Register:		True				
Modified By:		DJLASALL				
Last Modified:		2004-09-27 15:31:30.513000000				
--		--				
Material Code:		0001				
Material Name:		#2 fuel oil (on-site consumption)				
Percent:		100.00				
--		--				
Equipment:		C01				
Code Name:		Aboveground				
Type:		Pipe Location				
--		--				
Equipment:		D02				
Code Name:		Galvanized Steel				
Type:		Pipe Type				
--		--				
Equipment:		H00				
Code Name:		None				
Type:		Tank Leak Detection				
--		--				
Equipment:		J02				
Code Name:		Suction Dispenser				
Type:		Dispenser				
--		--				
Equipment:		A00				
Code Name:		None				
Type:		Tank Internal Protection				
--		--				
Equipment:		G00				
Code Name:		None				
Type:		Tank Secondary Containment				
--		--				
Equipment:		I00				

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Code Name:		None				
Type:		Overfill				
--		--				
Equipment:		L00				
Code Name:		None				
Type:		Piping Leak Detection				
--		--				
Equipment:		B00				
Code Name:		None				
Type:		Tank External Protection				
--		--				
Equipment:		F00				
Code Name:		None				
Type:		Pipe External Protection				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		01				
Affiliation Name:		Facility Owner				
Affiliation Sub Type:		E				
Company:		238 WEST GENESEE ST LLC				
Contact Type:		MEMBER				
Contact Name:		CJ DOSHNA				
Address:		238 WEST GENESEE ST				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13202				
Country Code:		001				
Phone:		(315) 472-5880				
Phone Ext:						
Email:						
Fax:						
Modified By:		KCKEMP				
Last Modified:		2011-07-26 13:07:37				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		07				
Affiliation Name:		Mail Contact				
Affiliation Sub Type:		NNN				
Company:		WALTS AUTOMOTIVE SERVICE LLC				
Contact Type:						
Contact Name:		CHRISTOPHER J OR NICHOLAS B DOSHNA				
Address:		238 WEST GENESEE ST				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13202				
Country Code:		001				
Phone:		(315) 472-5880				
Phone Ext:						
Email:						
Fax:						
Modified By:		KCKEMP				
Last Modified:		2011-07-26 13:07:37.017000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		04				
Affiliation Name:		On-Site Operator				
Affiliation Sub Type:		NNN				
Company:		WALTS AUTOMOTIVE SERVICE LLC				
Contact Type:						
Contact Name:		CJ DOSHNA				
Address:						
Address2:						
City:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 472-5880				
Phone Ext:						
Email:						
Fax:						
Modified By:		KCKEMP				
Last Modified:		2011-07-26 13:07:37				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		WALT DOSHNA				
Contact Type:						
Contact Name:		WALT DOSHNA				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 727-3959				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:41.937000000				
--		--				

15	1 of 1	SSW	0.04 / 188.87	401.15	FLEET BANK 1 CLINTON SQ SYRACUSE NY 13202	RCRA NON GEN
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County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000029231
Current Site Name:	FLEET BANK
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	1, CLINTON SQ, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	1, CLINTON SQ, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner/Operator Information						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		FLEET BANK				
Owner/Operator Address:		1 CLINTON SQ SYRACUSE NY US 13202				
Owner/Operator Phone:		3154264550				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		FLEET BANK				
Owner/Operator Address:		1 CLINTON SQ SYRACUSE NY US 13202				
Owner/Operator Phone:		3154264550				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		FLEET BANK				
Owner/Operator Address:		1 CLINTON SQ SYRACUSE NY 13202				
Owner/Operator Phone:		3154264550				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Handler Information						
--		--				
Date Received:		19990708				
Facility Name:		FLEET BANK				
--		--				
Date Received:		20070101				
Facility Name:		FLEET BANK				
--		--				
Date Received:		19960912				
Facility Name:		FLEET BANK				
Classification:		Small Quantity Generator				
--		--				
Date Received:		20060101				
Facility Name:		FLEET BANK				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
--		--				
Waste Code:		D002				
Waste:		CORROSIVE WASTE				
--		--				
Violation/Evaluation Information						
--		--				

[16](#)

1 of 1

SSW

0.04 / 191.01

401.00

CLINTON EXCHANGE THE
4 CLINTON SQ
SYRACUSE NY 13202

RCRA
NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NY0000998724
Current Site Name: CLINTON EXCHANGE THE
Generator Status Universe: No Report
Land Type: Private
Activity Location: NY
TSD Activity: No

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Mixed Waste Generator:</i>		No				
<i>Importer Activity:</i>		No				
<i>Transporter Activity:</i>		No				
<i>Transfer Facility:</i>		No				
<i>Recycler Activity:</i>		No				
<i>Onsite Burner Exemption:</i>		No				
<i>Furnace Exemption:</i>		No				
<i>Underground Inject Activity:</i>		No				
<i>Rece Waste From Off Site:</i>		No				
<i>Used Oil Transporter:</i>						
<i>Used Oil Transfer Facility:</i>						
<i>Used Oil Processor:</i>						
<i>Used Oil Refiner:</i>						
<i>Used Oil Burner:</i>						
<i>Used Oil Market Burner:</i>						
<i>Used Oil Spec Marketer:</i>						
<i>Mailing Address:</i>		4, CLINTON SQ, , SYRACUSE, NY, 13202, US				
<i>Contact Name:</i>		CARL LEACH				
<i>Contact Address:</i>		4, CLINTON SQ, , SYRACUSE, NY, 13202, US				
<i>Contact Email:</i>						
<i>Location Street 2:</i>						
--		--				
<i>Owner/Operator Information</i>		--				
--		--				
<i>Owner/Operator Indicator:</i>		CP				
<i>Owner/Operator Name:</i>		SUZANNE M CONGEL				
<i>Owner/Operator Address:</i>		7237 WOODCHUCK HILL RD FAYETTEVILLE NY US 13066				
<i>Owner/Operator Phone:</i>		3156378300				
<i>Owner/Operator Type:</i>		P				
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CO				
<i>Owner/Operator Name:</i>		SUZANNE M CONGEL				
<i>Owner/Operator Address:</i>		7237 WOODCHUCK HILL RD FAYETTEVILLE NY 13066				
<i>Owner/Operator Phone:</i>		3156378300				
<i>Owner/Operator Type:</i>		P				
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CO				
<i>Owner/Operator Name:</i>		SUZANNE M CONGEL				
<i>Owner/Operator Address:</i>		7237 WOODCHUCK HILL RD FAYETTEVILLE NY US 13066				
<i>Owner/Operator Phone:</i>		3156378300				
<i>Owner/Operator Type:</i>		P				
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>NAICS Information</i>		--				
--		--				
<i>Handler Information</i>		--				
--		--				
<i>Date Received:</i>		20060101				
<i>Facility Name:</i>		CLINTON EXCHANGE THE				
--		--				
<i>Date Received:</i>		20070101				
<i>Facility Name:</i>		CLINTON EXCHANGE THE				
--		--				
<i>Date Received:</i>		19950104				
<i>Facility Name:</i>		CLINTON EXCHANGE THE				
<i>Classification:</i>		Small Quantity Generator				
--		--				
<i>Hazardous Waste Information</i>		--				
--		--				
<i>Waste Code:</i>		D001				
<i>Waste:</i>		IGNITABLE WASTE				
--		--				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Waste Code:		D018				
Waste:		BENZENE				
--		--				
Violation/Evaluation Information						
--		--				

[17](#) 1 of 1 SSE 0.04 / 191.08 401.22 HESS; ROUTE 11 ROUTE 11, S. SALINA ST SYRACUSE NY NY SPILLS

Site ID:	265466	Water Body:	
Spill NO:	8701800	REM Phase:	0
Spill Date:	1987-06-02 13:00:00	Lead DEC:	AJMARSCH
Close Date:	1987-06-10 00:00:00	Reported By:	Other
Create Date:	1987-06-08 00:00:00	Referred to:	
Update Date:	1987-06-11 00:00:00	CAC Date:	1987-06-10 00:00:00
Program Type:	ER	Source:	Gasoline Station or other PBS Facility
DER Facility ID:	216304	Class:	
Cont Factor:	Unknown	Rcvd Date:	1987-06-02 13:40:00
UST Trust:	No	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3400	Latitude:	
DEC Region:	7	Longitude:	
CID:		After Hours:	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--

Spiller Name:

Spiller Company: HESS

Spiller Address: S. SALINA & RUHAHNAH AVE

Spiller City: SYRACUSE

Spiller State: NY

Spiller Zip:

Spiller Country: 001

Contact Name:

Contact Phone:

Contact Ext.:

--

Material Information

--

Site ID: 265466

Spill Number: 8701800

OP Unit ID: 908421

OU: 01

Material ID: 471699

Material Code: 0066A

Material NA: unknown petroleum

CAS NO:

Mat Family: Petroleum

Quantity: .00

Units:

Recovered: .00

Med Soil: No

Med Air: No

Med In Air: No

Med GW: Yes

Med SW: No

Med DW: No

Med Sewer: No

Med Surf: No

Med Subway: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med Utility: Oxygenate: --		No --				

18	1 of 1	NNE	0.04 / 196.62	408.22	NYS DOT BRIDGE BIN 1008489 I-81 OVER N SALINA ST SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000097709
Current Site Name: NYS DOT BRIDGE BIN 1008489
Generator Status Universe: No Report
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name: WARREN UNDERWOOD
Contact Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--

Owner/Operator Information

--

Owner/Operator Indicator: CP
Owner/Operator Name: NYS DOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487349
Owner/Operator Type: S
Date Became Current: 20010101
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYS DOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487349
Owner/Operator Type: S
Date Became Current: 20010101
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYS DOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3154487349
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

NAICS Information

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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Handler Information						
--		--				
Date Received:		20010604				
Facility Name:		NYS DOT BRIDGE BIN 1008489				
Classification:		Small Quantity Generator				
--		--				
Date Received:		20060101				
Facility Name:		NYS DOT BRIDGE BIN 1008489				
--		--				
Date Received:		20070101				
Facility Name:		NYS DOT BRIDGE BIN 1008489				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information						
--		--				

19	1 of 1	NW	0.04 / 221.96	403.55	KRELL DIST. CO. INC. 211 HERALD PL SYRACUSE NY 13202	UST
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Site ID:	46122	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program NO:	7-459267	Utm X:	406046.63396
Program Type:	Petroleum Bulk Storage Program	Utm Y:	4767378.37594
Site Type:	Unknown		

Tank Information

--	--
Tank ID:	134520
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed Prior to 03/1991
Install Date:	
Capacity(gal):	6000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Equipment:	C00

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Code Name:		No Piping				
Type:		Pipe Location				
--		--				
Equipment:		D10				
Code Name:		Copper				
Type:		Pipe Type				
--		--				
Equipment:		A00				
Code Name:		None				
Type:		Tank Internal Protection				
--		--				
Equipment:		G00				
Code Name:		None				
Type:		Tank Secondary Containment				
--		--				
Equipment:		I00				
Code Name:		None				
Type:		Overfill				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		01				
Affiliation Name:		Facility Owner				
Affiliation Sub Type:		ZZZ				
Company:		JOHN F. KRELL				
Contact Type:						
Contact Name:						
Address:		206 ALTON ST.				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13215				
Country Code:		001				
Phone:		(315) 471-7553				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:42.233000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		07				
Affiliation Name:		Mail Contact				
Affiliation Sub Type:		NNN				
Company:		JOHN F. KRELL				
Contact Type:						
Contact Name:						
Address:		206 ALTON ST.				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13215				
Country Code:		001				
Phone:		(315) 471-7553				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:42.233000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		04				
Affiliation Name:		On-Site Operator				
Affiliation Sub Type:		NNN				
Company:		KRELL DIST. CO. INC.				
Contact Type:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Contact Name:		JOHN F. KRELL				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 471-7553				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:42.250000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		JOHN F. KRELL				
Contact Type:						
Contact Name:		JOHN F. KRELL				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 471-7553				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:42.250000000				
--		--				

<u>20</u>	1 of 1	W	0.04 / 235.10	399.82	RECORD MANAGEMENT SYSTEMS 216 W. WILLOW ST SYRACUSE NY 13202	AST
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Site ID:	47027	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Site Type:	Other	UTM X:	406038.83479
Program NO:	7-600590	UTM Y:	4767285.07170
Program Type:	Petroleum Bulk Storage Program		

Tank Information

--	--
Tank ID:	138483
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground in Subterranean Vault w/ access for inspections
Tank Status:	Closed - In Place
Install Date:	
Capacity(gal):	8000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1997-09-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0001

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Material Name:			#2 fuel oil (on-site consumption)			
Percent:			100.00			
--			--			
Equipment:			F00			
Code Name:			None			
Type:			Pipe External Protection			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			I00			
Code Name:			None			
Type:			Overfill			
--			--			
Equipment:			B01			
Code Name:			Painted/Asphalt Coating			
Type:			Tank External Protection			
--			--			
Equipment:			H00			
Code Name:			None			
Type:			Tank Leak Detection			
--			--			
Equipment:			D01			
Code Name:			Steel/Carbon Steel/Iron			
Type:			Pipe Type			
--			--			
Equipment:			G03			
Code Name:			Vault (w/o access)			
Type:			Tank Secondary Containment			
--			--			
Equipment:			J02			
Code Name:			Suction Dispenser			
Type:			Dispenser			
--			--			
Equipment:			C01			
Code Name:			Aboveground			
Type:			Pipe Location			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			01			
Affiliation Name:			Facility Owner			
Affiliation Sub Type:			E			
Company:			WEST WILLOW STREET PROPERTIES			
Contact Type:						
Contact Name:						
Address:			P.O. BOX 6483			
Address2:						
City:			SYRACUSE			
State:			NY			
Zip Code:			13217			
Country Code:			001			
Phone:			(315) 476-1273			
Phone Ext:						
Email:						
Fax:						
Modified By:			TRANSLAT			
Last Modified:			2004-03-04 12:31:51.950000000			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			07			
Affiliation Name:			Mail Contact			
Affiliation Sub Type:			NNN			
Company:			WEST WILLOW STREET PROPERTIES			
Contact Type:						
Contact Name:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Address:		P.O. BOX 6483				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13217				
Country Code:		001				
Phone:		(315) 476-1273				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:51.950000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		04				
Affiliation Name:		On-Site Operator				
Affiliation Sub Type:		NNN				
Company:		RECORD MANAGEMENT SYSTEMS				
Contact Type:						
Contact Name:		WILLIAM MATHERS				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 478-4767				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:51.950000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		WEST WILLOW STREET PROPERTIES				
Contact Type:						
Contact Name:		WILLIAM MATHERS				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 478-4767				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:51.950000000				
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1 of 1

NNW

0.05 / 246.51

409.15

PAINT STRIPPER
N CLINTON ST
SYRACUSE NY

NY SPILLS

Site ID: 176569
Spill NO: 8900378
Spill Date: 1989-04-13 09:00:00
Close Date: 1989-06-06 00:00:00
Create Date: 1989-04-18 00:00:00
Update Date: 1989-06-07 00:00:00
Program Type: ER

Water Body:
REM Phase: 0
Lead DEC: CSCUIPLY
Reported By: Local Agency
Referred to:
CAC Date: 1989-06-06 00:00:00
Source: Commercial/Industrial

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
DER Facility ID:	148392				Class:	
Cont Factor:	Housekeeping				Rcvd Date:	1989-04-13 11:02:00
UST Trust:	No				Insp Date:	
Penalty:	No				County:	Onondaga
SWIS Code:	3415				Latitude:	43.054074994
DEC Region:	7				Longitude:	-76.153440000
CID:					After Hours:	No
Meets Std:	Yes					
Callerremark:						
Decremark:						
Spiller Information						
--	--					
Spiller Name:						
Spiller Company:	BOB ANTHONY					
Spiller Address:						
Spiller City:						
Spiller State:	ZZ					
Spiller Zip:						
Spiller Country:	001					
Contact Name:						
Contact Phone:						
Contact Ext.:						
--	--					
Material Information						
--	--					
Site ID:	176569					
Spill Number:	8900378					
OP Unit ID:	926677					
OU:	01					
Material ID:	451718					
Material Code:	1349A					
Material NA:	paint strippers					
CAS NO:						
Mat Family:	Other					
Quantity:	.00					
Units:						
Recovered:	.00					
Med Soil:	Yes					
Med Air:	No					
Med In Air:	No					
Med GW:	No					
Med SW:	No					
Med DW:	No					
Med Sewer:	No					
Med Surf:	No					
Med Subway:	No					
Med Utility:	No					
Oxygenate:						
--	--					

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1 of 1

SSW

0.05 / 287.70

399.91

TRANSFORMER LEAK
S. CLINTON ST & WATER ST
SYRACUSE NY

NY SPILLS

Site ID: 129966
Spill NO: 9403693
Spill Date: 1994-06-15 20:45:00
Close Date: 1994-06-16 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
Program Type: ER
DER Facility ID: 112004
Cont Factor: Equipment Failure
UST Trust: No

Water Body:
REM Phase: 0
Lead DEC: ROMOCKI
Reported By: Responsible Party
Referred to:
CAC Date: 1994-06-16 00:00:00
Source: Commercial/Industrial
Class: D5
Rcvd Date: 1994-06-15 00:57:00
Insp Date: 1994-06-16 00:00:00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Penalty:	No				County: Onondaga	
SWIS Code:	3415				Latitude: 43.050541886	
DEC Region:	7				Longitude: -76.153538896	
CID:					After Hours: Yes	
Meets Std:	Yes					
Callerremark:						
Decremark:						
Spiller Information						
--		--				
Spiller Name:						
Spiller Company:		NI-MO				
Spiller Address:		300 ERIE BLVD. WEST				
Spiller City:		SYRACUSE.				
Spiller State:		NY				
Spiller Zip:						
Spiller Country:		001				
Contact Name:						
Contact Phone:						
Contact Ext.:						
--		--				
Material Information						
--		--				
Site ID:		129966				
Spill Number:		9403693				
OP Unit ID:		1000729				
OU:		01				
Material ID:		383867				
Material Code:		0016A				
Material NA:		non PCB oil				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		12.00				
Units:		G				
Recovered:		5.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

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1 of 1

ENE

0.06 / 328.04

407.11

S M R METALS
310 PEARL ST
SYRACUSE NY 13210

RCRA
NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000145789
Current Site Name: S M R METALS
Generator Status Universe: No Report
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Onsite Burner Exemption:</i>		No				
<i>Furnace Exemption:</i>		No				
<i>Underground Inject Activity:</i>		No				
<i>Rece Waste From Off Site:</i>		No				
<i>Used Oil Transporter:</i>						
<i>Used Oil Transfer Facility:</i>						
<i>Used Oil Processor:</i>						
<i>Used Oil Refiner:</i>						
<i>Used Oil Burner:</i>						
<i>Used Oil Market Burner:</i>						
<i>Used Oil Spec Marketer:</i>						
<i>Mailing Address:</i>		310, PEARL ST, , SYRACUSE, NY, 13210, US				
<i>Contact Name:</i>		JOSEPH TARTAGLIA				
<i>Contact Address:</i>		310, PEARL ST, , SYRACUSE, NY, 13210, US				
<i>Contact Email:</i>						
<i>Location Street 2:</i>						
--		--				
<i>Owner/Operator Information</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CP				
<i>Owner/Operator Name:</i>		SMR METALS				
<i>Owner/Operator Address:</i>						
<i>Owner/Operator Phone:</i>						
<i>Owner/Operator Type:</i>		P				
<i>Date Became Current:</i>		19940101				
<i>Date Ended Current:</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CO				
<i>Owner/Operator Name:</i>		SMR METALS				
<i>Owner/Operator Address:</i>						
<i>Owner/Operator Phone:</i>						
<i>Owner/Operator Type:</i>		P				
<i>Date Became Current:</i>		19940101				
<i>Date Ended Current:</i>						
--		--				
<i>NAICS Information</i>						
--		--				
<i>Naics Code:</i>		42393				
<i>Naics Description:</i>		RECYCLABLE MATERIAL MERCHANT WHOLESALERS				
--		--				
<i>Naics Code:</i>		42512				
<i>Naics Description:</i>		WHOLESALE TRADE AGENTS AND BROKERS				
--		--				
<i>Handler Information</i>						
--		--				
<i>Date Received:</i>		20070717				
<i>Facility Name:</i>		S M R METALS				
--		--				
<i>Date Received:</i>		20070403				
<i>Facility Name:</i>		S M R METALS				
--		--				
<i>Date Received:</i>		20070718				
<i>Facility Name:</i>		S M R METALS				
--		--				
<i>Date Received:</i>		20070402				
<i>Facility Name:</i>		S M R METALS				
--		--				
<i>Hazardous Waste Information</i>						
--		--				
<i>Violation/Evaluation Information</i>						
--		--				
<i>Evaluation Start Date:</i>		20080916				
<i>Evaluation Agency:</i>		S				
<i>Evaluation Type Description:</i>		COMPLIANCE EVALUATION INSPECTION ON-SITE				
<i>Violation Short Description:</i>						
<i>Violation Determined Date:</i>						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Actual Return to Compliance Date:						
Violation Responsible Agency:						
Enforcement Action Date:						
Enforcement Agency:						
Disposition Status Date:						
Disposition Status:						
Enforcement Type Description:						
Proposed Penalty Amount:						
Paid Amount:						
Final Amount:						
--						

24	1 of 1	SSW	0.06 / 332.01	401.33	WEST WATER STREET 228-238 WEST WATER ST SYRACUSE NY	NY SPILLS
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Site ID: 319631
Spill NO: 0401029
Spill Date: 2004-04-29 10:00:00
Close Date: 2004-11-17 00:00:00
Create Date: 2004-04-29 00:00:00
Update Date: 2004-11-18 14:33:16.717000000
Program Type: ER
DER Facility ID: 257522
Cont Factor: Other
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 403
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: RJBRAZEL
Reported By: Other
Referred to:
CAC Date:
Source: Unknown
Class: C4
Rcvd Date: 2004-04-29 13:50:00
Insp Date:
County: Onondaga
Latitude: 43.050607640
Longitude: -76.154124650
After Hours: No

Decremark:

Spiller Information

Spiller Name: SCOTT SMITH
Spiller Company:
Spiller Address: 228-238 WEST WATER ST
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: SCOTT SMITH
Contact Phone: (315) 471-3920
Contact Ext.:

Material Information

Site ID: 319631
Spill Number: 0401029
OP Unit ID: 882948
OU: 01
Material ID: 492256
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: L
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

25 1 of 4 **N** 0.06 / 336.32 409.25 **VIP STRUCTURES
1 WEBSTER LANDING
SYRACUSE NY** **LEAKING
TANKS**

Site ID:	276537	DECREG:	7
Spill NO:	9109078	Lead DEC:	MENASH
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	224835	Source:	Commercial/Industrial
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	
Class:	D4	Meets Std:	Yes
Spill Date:	1991-11-20 10:30:00	Water Body:	
Close Date:	1993-01-12 00:00:00	Rem Phase:	0
Update Date:	1993-05-25 00:00:00	Refer to:	
CAC Date:	1993-01-12 00:00:00	Reported By:	Responsible Party
Create Date:	1991-12-02 00:00:00	After Hours:	No
Received Date:	1991-11-20 10:31:00	County:	Onondaga
Latitude:	43.025173029	Inspection Date:	
Longitude:	-76.146294130		
Caller Remark:			

DEC Remark:

Spiller Information

--

Spiller Name:

Spiller Company: VIP STRUCTURES

Spiller Address: 1 WEBSTERS LANDING

Spiller City: SYRACUSE

Spiller State: NY

Spiller Zip: 13202

Spiller Country: 001

Contact Name:

Contact Phone:

Contact Ext.:

Material Information

--

Site ID: 276537

Spill Number: 9109078

OP Unit ID: 963090

OU: 01

Material ID: 417733

Material Code: 0066A

Material NA: unknown petroleum

CAS NO:

Mat Family: Petroleum

Quantity: .00

Units:

Recovered: .00

Med Soil: Yes

Med Air: No

Med In Air: No

Med GW: No

Med SW: No

Med DW: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

25	2 of 4	N	0.06 / 336.32	409.25	VIP STRUCTURES 1 WEBSTERS LANDING SYRACUSE NY	LEAKING TANKS
Site ID:	232386				DECREG: 7	
Spill NO:	9109775				Lead DEC: GREGG	
SWIS Code:	3415				Contr Factor: Tank Failure	
DER Fac ID:	191515				Source: Commercial/Industrial	
Program Type:	ER				Penalty: No	
UST Trust:	No				CID:	
Class:	C3				Meets Std: Yes	
Spill Date:	1991-12-13 09:30:00				Water Body:	
Close Date:	1992-10-23 00:00:00				Rem Phase: 0	
Update Date:	1993-05-04 00:00:00				Refer to:	
CAC Date:	1992-10-23 00:00:00				Reported By: Responsible Party	
Create Date:	1991-12-16 00:00:00				After Hours: No	
Received Date:	1991-12-13 09:36:00				County: Onondaga	
Latitude:	43.051439994				Inspection Date:	
Longitude:	-76.153790000					
Caller Remark:						

DEC Remark:

Spiller Information

--

Spiller Name:

Spiller Company: V.I.P. STRUCTURES

Spiller Address: 1 WEBSTERS LANDING

Spiller City: SYRACUSE

Spiller State: NY

Spiller Zip:

Spiller Country: 001

Contact Name:

Contact Phone:

Contact Ext.:

--

Material Information

--

Site ID: 232386

Spill Number: 9109775

OP Unit ID: 963528

OU: 01

Material ID: 418360

Material Code: 0001A

Material NA: #2 fuel oil

CAS NO:

Mat Family: Petroleum

Quantity: .00

Units:

Recovered: .00

Med Soil: Yes

Med Air: No

Med In Air: No

Med GW: No

Med SW: No

Med DW: No

Med Sewer: No

Med Surf: No

Med Subway: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med Utility: Oxygenate: --		No --				
25	3 of 4	N	0.06 / 336.32	409.25	V I P STRUCTURES 1 WEBSTERS LANDING SYRACUSE NY 13202	RCRA NON GEN
County Name:		ONONDAGA				
County Code:		NY067				
EPA Handler ID:		NYR000066076				
Current Site Name:		V I P STRUCTURES				
Generator Status Universe:		No Report				
Land Type:		Private				
Activity Location:		NY				
TSD Activity:		No				
Mixed Waste Generator:		No				
Importer Activity:		No				
Transporter Activity:		No				
Transfer Facility:		No				
Recycler Activity:		No				
Onsite Burner Exemption:		No				
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		1, WEBSTERS LANDING, , SYRACUSE, NY, 13202, US				
Contact Name:		DAVID BOWES				
Contact Address:		1, WEBSTERS LANDING, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		VIP ARCHITECTURAL ASSOCIATES				
Owner/Operator Address:		1 WEBSTERS LANDING SYRACUSE NY 13202				
Owner/Operator Phone:		3154715338				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		VIP ARCHITECTURAL ASSOCIATES				
Owner/Operator Address:		1 WEBSTERS LANDING SYRACUSE NY US 13202				
Owner/Operator Phone:		3154715338				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		VIP ARCHITECTURAL ASSOCIATES				
Owner/Operator Address:		1 WEBSTERS LANDING SYRACUSE NY US 13202				
Owner/Operator Phone:		3154715338				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Handler Information						
--		--				
Date Received:		20070101				
Facility Name:		V I P STRUCTURES				
--		--				
Date Received:		19980126				
Facility Name:		V I P STRUCTURES				
Classification:		Small Quantity Generator				
--		--				
Date Received:		20060101				
Facility Name:		V I P STRUCTURES				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		X002				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
--		--				
Violation/Evaluation Information						
--		--				

25	4 of 4	N	0.06 / 336.32	409.25	V.I.P. STRUCTURES, INC. ONE WEBSTER'S LANDING SYRACUSE NY 13202	UST
--------------------	--------	---	---------------	--------	---	-----

Site ID:	46516	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program NO:	7-600074	Utm X:	406111.83150
Program Type:	Petroleum Bulk Storage Program	Utm Y:	4767489.86064
Site Type:	Other		

Tank Information	
--	--
Tank ID:	135025
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	
Capacity(gal):	8000
Tank Type:	Other
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1991-12-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	B99
Code Name:	Other
Type:	Tank External Protection
--	--
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
--	--
Equipment:	H00
Code Name:	None

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Type:</i>					Tank Leak Detection	
--					--	
<i>Equipment:</i>					A00	
<i>Code Name:</i>					None	
<i>Type:</i>					Tank Internal Protection	
--					--	
<i>Equipment:</i>					C02	
<i>Code Name:</i>					Underground/On-ground	
<i>Type:</i>					Pipe Location	
--					--	
<i>Equipment:</i>					G99	
<i>Code Name:</i>					Other	
<i>Type:</i>					Tank Secondary Containment	
--					--	
<i>Equipment:</i>					I00	
<i>Code Name:</i>					None	
<i>Type:</i>					Overfill	
--					--	
<i>Equipment:</i>					F99	
<i>Code Name:</i>					Other	
<i>Type:</i>					Pipe External Protection	
--					--	
Affiliation Information						
--					--	
<i>Affiliation Type:</i>					01	
<i>Affiliation Name:</i>					Facility Owner	
<i>Affiliation Sub Type:</i>					E	
<i>Company:</i>					NUTTING/RICE PARTNERSHIP	
<i>Contact Type:</i>						
<i>Contact Name:</i>						
<i>Address:</i>					ONE WEBSTER'S LANDING	
<i>Address2:</i>						
<i>City:</i>					SYRACUSE	
<i>State:</i>					NY	
<i>Zip Code:</i>					13202	
<i>Country Code:</i>					001	
<i>Phone:</i>					(315) 471-5338	
<i>Phone Ext:</i>						
<i>Email:</i>						
<i>Fax:</i>						
<i>Modified By:</i>					TRANSLAT	
<i>Last Modified:</i>					2004-03-04 12:31:46.467000000	
--					--	
Affiliation Information						
--					--	
<i>Affiliation Type:</i>					07	
<i>Affiliation Name:</i>					Mail Contact	
<i>Affiliation Sub Type:</i>					NNN	
<i>Company:</i>					V.I.P. STRUCTURES, INC.	
<i>Contact Type:</i>						
<i>Contact Name:</i>					CHARLES C. WALLACE, JR.	
<i>Address:</i>					ONE WEBSTER'S LANDING	
<i>Address2:</i>						
<i>City:</i>					SYRACUSE	
<i>State:</i>					NY	
<i>Zip Code:</i>					13202	
<i>Country Code:</i>					001	
<i>Phone:</i>					(315) 471-5338	
<i>Phone Ext:</i>						
<i>Email:</i>						
<i>Fax:</i>						
<i>Modified By:</i>					TRANSLAT	
<i>Last Modified:</i>					2004-03-04 12:31:46.467000000	
--					--	
Affiliation Information						
--					--	
<i>Affiliation Type:</i>					04	
<i>Affiliation Name:</i>					On-Site Operator	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Affiliation Sub Type:		NNN				
Company:		V.I.P. STRUCTURES, INC.				
Contact Type:						
Contact Name:		V.I.P. STRUCTURES, INC.				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 471-5338				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:46.467000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		NUTTING/RICE PARTNERSHIP				
Contact Type:						
Contact Name:		CHARLES C. WALLACE, JR.				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 471-5338				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:46.467000000				
--		--				

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SW

0.06 / 339.10

401.45

NIAGARA MOHAWK A NATIONAL
GRID CO
200 ERIE BLVD W MANHOLE 4040
SYRACUSE NY 13212

RCRA
NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYP000968479
Current Site Name: NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Used Oil Spec Marketer:						
Mailing Address:		300, ERIE W BLVD, , SYRACUSE, NY, 13202, US				
Contact Name:		MARGARET M CARD				
Contact Address:		300, ERIE W BLVD, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--						
Owner/Operator Information						
--						
NAICS Information						
--						
Handler Information						
--						
Date Received:		20120627				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
Classification:		Large Quantity Generator				
--						
Date Received:		20121012				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
--						
Hazardous Waste Information						
--						
Waste Code:		B007				
Waste:						
--						
Violation/Evaluation Information						
--						

27	1 of 2	SSE	0.07 / 384.41	399.19	M & T BANK 101 SOUTH SALINA ST SYRACUSE NY 13202	AST
Site ID:		336892		Expiry:		N/A
Site Status:		Unregulated/Closed		County:		Onondaga
Site Type:		Utility (Other than Municipal)		UTM X:		406169.86312
Program NO:		7-601005		UTM Y:		4767080.89868
Program Type:		Petroleum Bulk Storage Program				
Tank Information						
--						
Tank ID:		181775				
Tank NO:		1				
Tank Model:						
Pipe Model:						
Tank Location:		Aboveground on saddles, legs, stilts, rack or cradle				
Tank Status:		Closed - Removed				
Install Date:		1961-05-19 00:00:00				
Capacity(gal):		5000				
Tank Type:		Steel/Carbon Steel/Iron				
Test Method:		NN				
Date Tested:						
Next Test:						
Close Date:		2016-06-25 00:00:00				
Register:		True				
Modified By:		KCKEMP				
Last Modified:		2016-07-06 08:35:32.413000000				
--						

27	2 of 2	SSE	0.07 / 384.41	399.19	M & T BANK 101 S SALINA ST SYRACUSE NY 13202	RCRA CESQG
County Name:		ONONDAGA				
County Code:		NY067				

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
EPA Handler ID:			NYR000113597			
Current Site Name:			M & T BANK			
Generator Status Universe:			Conditionally Exempt Small Quantity Generator			
Land Type:			Municipal			
Activity Location:			NY			
TSD Activity:			No			
Mixed Waste Generator:			No			
Importer Activity:			No			
Transporter Activity:			No			
Transfer Facility:			No			
Recycler Activity:			No			
Onsite Burner Exemption:			No			
Furnace Exemption:			No			
Underground Inject Activity:			No			
Rece Waste From Off Site:			No			
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:			101, S SALINA ST, , SYRACUSE, NY, 13202, US			
Contact Name:			TIMOTHY EDWARDS			
Contact Address:			101, S SALINA ST, , SYRACUSE, NY, 13202, US			
Contact Email:						
Location Street 2:						
--						
Owner/Operator Information						
--						
Owner/Operator Indicator:			CP			
Owner/Operator Name:			M & T BANK			
Owner/Operator Address:			101 S SALINA ST SYRACUSE NY US 13202			
Owner/Operator Phone:			3154244462			
Owner/Operator Type:			M			
Date Became Current:			20030225			
Date Ended Current:						
--						
Owner/Operator Indicator:			CO			
Owner/Operator Name:			M & T BANK			
Owner/Operator Address:			1 M & T PLAZA BUFFALO NY US 14203			
Owner/Operator Phone:			7168425328			
Owner/Operator Type:			M			
Date Became Current:			20030225			
Date Ended Current:						
--						
NAICS Information						
--						
Naics Code:			52211			
Naics Description:			COMMERCIAL BANKING			
--						
Handler Information						
--						
Date Received:			20060101			
Facility Name:			M & T BANK			
Classification:			Conditionally Exempt Small Quantity			
--						
Date Received:			20030225			
Facility Name:			M & T BANK			
Classification:			Small Quantity Generator			
--						
Date Received:			20070101			
Facility Name:			M & T BANK			
Classification:			Conditionally Exempt Small Quantity			
--						
Hazardous Waste Information						
--						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information						
--		--				

28	1 of 4	SSW	0.07 / 384.45	398.96	JAMES M HANLEY FEDERAL BUILDING 100 S CLINTON ST SYRACUSE NY 13261	RCRA SQG
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NY8470090111
Current Site Name: JAMES M HANLEY FEDERAL BUILDING
Generator Status Universe: Small Quantity Generator
Land Type: Federal
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 100, S CLINTON ST BOX 7305, , SYRACUSE, NY, 13261, US
Contact Name: JAY J BURRIS
Contact Address: 100, S CLINTON ST BOX 7305, , SYRACUSE, NY, 13261, US
Contact Email: JAY.BURRIS@GSA.GOV
Location Street 2:

--

Owner/Operator Information

--

Owner/Operator Indicator: CP
Owner/Operator Name: GENERAL SERVICES ADMIN
Owner/Operator Address: 100 S CLINTON ST RM 1473 SYRACUSE NY US 13261
Owner/Operator Phone: 3154235425
Owner/Operator Type: F
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: GENERAL SERVICES ADMIN
Owner/Operator Address: 100 S CLINTON ST RM 1473 SYRACUSE NY 13261
Owner/Operator Phone: 3154235425
Owner/Operator Type: F
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: JAMES C HANLEY FEDERAL BUILDING
Owner/Operator Address:
Owner/Operator Phone:
Owner/Operator Type: F
Date Became Current: 19771001

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		GENERAL SERVICES ADMIN				
Owner/Operator Address:		100 S CLINTON ST RM 1473 SYRACUSE NY 13261				
Owner/Operator Phone:		3154235425				
Owner/Operator Type:		F				
Date Became Current:						
Date Ended Current:		--				
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		JAMES C HANLEY FEDERAL BUILDING				
Owner/Operator Address:						
Owner/Operator Phone:						
Owner/Operator Type:		F				
Date Became Current:		19771001				
Date Ended Current:		--				
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		GENERAL SERVICES ADMIN				
Owner/Operator Address:		100 S CLINTON ST RM 1473 SYRACUSE NY US 13261				
Owner/Operator Phone:		3154235425				
Owner/Operator Type:		F				
Date Became Current:						
Date Ended Current:		--				
--		--				
NAICS Information						
--		--				
Naics Code:		92119				
Naics Description:		OTHER GENERAL GOVERNMENT SUPPORT				
--		--				
Handler Information						
--		--				
Date Received:		20070101				
Facility Name:		US CUSTOMS SERVICE				
--		--				
Date Received:		20060101				
Facility Name:		US CUSTOMS SERVICE				
--		--				
Date Received:		19910422				
Facility Name:		US CUSTOMS SERVICE				
Classification:		Conditionally Exempt Small Quantity				
--		--				
Date Received:		20091214				
Facility Name:		JAMES M HANLEY FEDERAL BUILDING				
Classification:		Small Quantity Generator				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
--		--				
Violation/Evaluation Information						
--		--				

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SSW

0.07 / 384.45

398.96

JAMES M HANLEY FED BUILDI
100 S CLINTON ST
SYRACUSE NY

NY SPILLS

Site ID: 75309
Spill NO: 0005887
Spill Date: 2000-08-16 14:00:00
Close Date: 2000-10-24 00:00:00
Create Date: 2000-08-16 00:00:00
Update Date: 2000-10-26 00:00:00
Program Type: ER

Water Body:
REM Phase: 0
Lead DEC: MENASH
Reported By: Affected Persons
Referred to:
CAC Date:
Source: Commercial Vehicle

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
DER Facility ID:	70501				Class: D6	
Cont Factor:	Equipment Failure				Rcvd Date: 2000-08-16 14:31:00	
UST Trust:	No				Insp Date:	
Penalty:	No				County: Onondaga	
SWIS Code:	3415				Latitude: 43.050539994	
DEC Region:	7				Longitude: -76.153670000	
CID:	257				After Hours: No	
Meets Std:	No					
Callerremark:						
Decremark:						
Spiller Information						
--	--					
Spiller Name:						
Spiller Company:	UNKNOWN					
Spiller Address:						
Spiller City:						
Spiller State:	ZZ					
Spiller Zip:	-					
Spiller Country:	001					
Contact Name:	DAVID TALARICO					
Contact Phone:	(315) 448-0603					
Contact Ext.:						
--	--					
Material Information						
--	--					
Site ID:	75309					
Spill Number:	0005887					
OP Unit ID:	828692					
OU:	01					
Material ID:	547024					
Material Code:	0044A					
Material NA:	battery acid					
CAS NO:						
Mat Family:	Other					
Quantity:	1.00					
Units:	G					
Recovered:	.00					
Med Soil:	Yes					
Med Air:	No					
Med In Air:	No					
Med GW:	No					
Med SW:	No					
Med DW:	No					
Med Sewer:	No					
Med Surf:	No					
Med Subway:	No					
Med Utility:	No					
Oxygenate:						
--	--					

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SSW

0.07 / 384.45

398.96

FEDERAL BUILDING
100 SOUTH CLINTON ST
SYRACUSE NY

NY SPILLS

Site ID: 487548
Spill NO: 1306905
Spill Date: 2013-10-02 08:40:00
Close Date: 2013-10-02 00:00:00
Create Date: 2013-10-02 09:32:00
Update Date: 2013-10-02 10:00:48.817000000
Program Type: ER
DER Facility ID: 442665
Cont Factor: Equipment Failure
UST Trust: No

Water Body:
REM Phase: 0
Lead DEC: cxrossi
Reported By: Other
Referred to:
CAC Date:
Source: Commercial Vehicle
Class: D4
Rcvd Date: 2013-10-02 09:30:00
Insp Date:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Penalty:	No				County: Onondaga	
SWIS Code:	3415				Latitude: 43.050061368	
DEC Region:	7				Longitude: -76.154547646	
CID:					After Hours: No	
Meets Std:	Yes					
Callerremark:	"in underground garage - cleanup done"					
Decremark:	"Spilled to concrete floor and clean up immediately. ~ctr~"					
Spiller Information						
Spiller Name:	--					
Spiller Company:	SYRACUSE HAULERS WASTE REMOVAL					
Spiller Address:						
Spiller City:						
Spiller State:	NY					
Spiller Zip:						
Spiller Country:	999					
Contact Name:	BRADLEY REMINGTON					
Contact Phone:	(315) 426-6771					
Contact Ext.:	--					
Material Information						
Site ID:	487548					
Spill Number:	1306905					
OP Unit ID:	1237183					
OU:	01					
Material ID:	2236796					
Material Code:	0010					
Material NA:	hydraulic oil					
CAS NO:						
Mat Family:	Petroleum					
Quantity:	1.50					
Units:	G					
Recovered:						
Med Soil:	No					
Med Air:	No					
Med In Air:	No					
Med GW:	No					
Med SW:	No					
Med DW:	No					
Med Sewer:	No					
Med Surf:	No					
Med Subway:	No					
Med Utility:	No					
Oxygenate:						
DB	--					

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SSW

0.07 / 384.45

398.96

JAMES M. HANLEY U.S. COURTHOUSE & FEDERAL BUILDING 100 S. CLINTON ST SYRACUSE NY 13261

UST

Site ID: 46652
Site Status: Unregulated/Closed
Program NO: 7-600213
Program Type: Petroleum Bulk Storage Program
Site Type: Other

Expiry: N/A
County: Onondaga
Utm X: 406047.41691
Utm Y: 4767070.09374

Tank Information

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
--		--				
Tank ID:		136239				
Tank NO:		1				
Tank Model:						
Pipe Model:						
Tank Location:		Underground				
Tank Status:		Closed - Removed				
Install Date:		1974-01-01 00:00:00				
Capacity(gal):		3000				
Tank Type:		Steel/Carbon Steel/Iron				
Test Method:		01				
Date Tested:		1992-04-01 00:00:00				
Next Test:						
Close Date:		1998-12-01 00:00:00				
Register:		True				
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:34:30.780000000				
--		--				
Material Code:		0008				
Material Name:		diesel				
Percent:		100.00				
--		--				
Equipment:		G00				
Code Name:		None				
Type:		Tank Secondary Containment				
--		--				
Equipment:		I00				
Code Name:		None				
Type:		Overfill				
--		--				
Equipment:		A00				
Code Name:		None				
Type:		Tank Internal Protection				
--		--				
Equipment:		C02				
Code Name:		Underground/On-ground				
Type:		Pipe Location				
--		--				
Equipment:		F00				
Code Name:		None				
Type:		Pipe External Protection				
--		--				
Equipment:		B00				
Code Name:		None				
Type:		Tank External Protection				
--		--				
Equipment:		D01				
Code Name:		Steel/Carbon Steel/Iron				
Type:		Pipe Type				
--		--				
Equipment:		H00				
Code Name:		None				
Type:		Tank Leak Detection				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		GENERAL SERVICE ADMINISTRATION				
Contact Type:						
Contact Name:		DONALD DELCAMP				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Phone:			(315) 687-3003			
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:47.920000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		01				
Affiliation Name:		Facility Owner				
Affiliation Sub Type:		D				
Company:		GENERAL SERVICE ADMINISTRATION				
Contact Type:						
Contact Name:						
Address:		100 S. CLINTON ST.				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13261				
Country Code:		001				
Phone:		(315) 423-5425				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:47.920000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		07				
Affiliation Name:		Mail Contact				
Affiliation Sub Type:		NNN				
Company:		GENERAL SERVICE ADMINISTRATION				
Contact Type:						
Contact Name:		ANTHONY OTTAVIANO				
Address:		100 S. CLINTON ST.				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13261				
Country Code:		001				
Phone:		(315) 423-5425				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:47.920000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		04				
Affiliation Name:		On-Site Operator				
Affiliation Sub Type:		NNN				
Company:		JAMES M. HANLEY U.S. COURTHOUSE				
Contact Type:						
Contact Name:		GENERAL SERVICE ADMINISTRATION				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 423-5425				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Last Modified:		2004-03-04 12:31:47.920000000				
--		--				

29	1 of 1	ESE	0.07 / 395.85	405.69	Spill Number 9508471 128 N WARREN ST SYRACUSE NY	LEAKING TANKS
--------------------	--------	-----	---------------	--------	--	---------------

Site ID:	319822	DECREG:	7
Spill NO:	9508471	Lead DEC:	CFMANNES
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	257677	Source:	Institutional, Educational, Gov., Other
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	211
Class:	C3	Meets Std:	No
Spill Date:	1994-09-07 11:00:00	Water Body:	
Close Date:	1996-01-01 00:00:00	Rem Phase:	0
Update Date:	1996-11-15 00:00:00	Refer to:	
CAC Date:		Reported By:	Responsible Party
Create Date:	1995-10-11 00:00:00	After Hours:	No
Received Date:	1995-10-11 12:02:00	County:	Onondaga
Latitude:	43.051882970	Inspection Date:	
Longitude:	-76.150882390		
Caller Remark:			

DEC Remark:

Spiller Information

--

Spiller Name:

Spiller Company: DAN LEARY

Spiller Address: 128 N WARREN ST

Spiller City: SYRACUSE

Spiller State: NY

Spiller Zip: 13202-

Spiller Country: 001

Contact Name: DAN LEARY

Contact Phone: (315) 472-4524

Contact Ext.:

--

Material Information

--

Site ID: 319822

Spill Number: 9508471

OP Unit ID: 1022922

OU: 01

Material ID: 362992

Material Code: 0022

Material NA: waste oil/used oil

CAS NO:

Mat Family: Petroleum

Quantity: .00

Units: G

Recovered: .00

Med Soil: Yes

Med Air: No

Med In Air: No

Med GW: No

Med SW: No

Med DW: No

Med Sewer: No

Med Surf: No

Med Subway: No

Med Utility: No

Oxygenate:

--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
30	1 of 1	WSW	0.08 / 398.31	398.11	GENESEE AND FRANKLIN GENESEE AND FRANKLIN SYRACUSE NY	NY SPILLS
Site ID:		71473	Water Body:			
Spill NO:		9313267	REM Phase:		0	
Spill Date:		1994-02-07 18:00:00	Lead DEC:		MENASH	
Close Date:		1994-02-10 00:00:00	Reported By:		Citizen	
Create Date:		1994-02-10 00:00:00	Referred to:			
Update Date:		1994-04-12 00:00:00	CAC Date:		1994-02-10 00:00:00	
Program Type:		ER	Source:		Unknown	
DER Facility ID:		67625	Class:		D4	
Cont Factor:		Deliberate	Rcvd Date:		1994-02-07 19:00:00	
UST Trust:		No	Insp Date:			
Penalty:		No	County:		Onondaga	
SWIS Code:		3415	Latitude:			
DEC Region:		7	Longitude:			
CID:			After Hours:		Yes	
Meets Std:		Yes				
Callerremark:						
Decremark:						
Spiller Information						
--						
Spiller Name:						
Spiller Company:		unknown				
Spiller Address:						
Spiller City:						
Spiller State:		NY				
Spiller Zip:						
Spiller Country:		999				
Contact Name:						
Contact Phone:						
Contact Ext.:						
--						
Material Information						
--						
Site ID:		71473				
Spill Number:		9313267				
OP Unit ID:		991719				
OU:		01				
Material ID:		388652				
Material Code:		0066A				
Material NA:		unknown petroleum				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:						
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--						
31	1 of 1	WSW	0.08 / 408.88	398.11	.5 300 WEST GENESEE	NY SPILLS

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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SYRACUSE NY

Site ID:	86957	Water Body:	
Spill NO:	9800130	REM Phase:	0
Spill Date:	1998-04-03 10:12:00	Lead DEC:	RJBRAZEL
Close Date:	1999-05-12 00:00:00	Reported By:	Fire Department
Create Date:	1998-04-03 00:00:00	Referred to:	
Update Date:	1999-05-12 00:00:00	CAC Date:	1998-12-16 00:00:00
Program Type:	ER	Source:	Unknown
DER Facility ID:	79713	Class:	B2
Cont Factor:	Human Error	Rcvd Date:	1998-04-03 10:35:00
UST Trust:	No	Insp Date:	1998-04-03 00:00:00
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	43.052029360
DEC Region:	7	Longitude:	-76.155121340
CID:	257	After Hours:	No
Meets Std:	No		
Callerremark:			

Decremark:

Spiller Information

-- --

Spiller Name:

Spiller Company: unknown

Spiller Address:

Spiller City:

Spiller State: NY

Spiller Zip:

Spiller Country: 999

Contact Name: DISPT BLISS

Contact Phone: (315) 435-8886

Contact Ext.:

-- --

Material Information

-- --

Site ID: 86957

Spill Number: 9800130

OP Unit ID: 1057530

OU: 01

Material ID: 325684

Material Code: 0029C

Material NA: hydrogen chloride

CAS NO: 07647010

Mat Family: Hazardous Material

Quantity: 1.00

Units: G

Recovered: .00

Med Soil: Yes

Med Air: No

Med In Air: No

Med GW: No

Med SW: No

Med DW: No

Med Sewer: No

Med Surf: No

Med Subway: No

Med Utility: No

Oxygenate:

-- --

[32](#)

1 of 1

NNW

0.08 / 434.56

409.53

NYSDOT BRIDGE BIN 1054020
I-690 WB OVER N CLINTON ST
SYRACUSE NY 13203

RCRA
NON GEN

County Name: ONONDAGA

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
County Code:			NY067			
EPA Handler ID:			NYD986946341			
Current Site Name:			NYSDOT BRIDGE BIN 1054020			
Generator Status Universe:			No Report			
Land Type:			State			
Activity Location:			NY			
TSD Activity:			No			
Mixed Waste Generator:			No			
Importer Activity:			No			
Transporter Activity:			No			
Transfer Facility:			No			
Recycler Activity:			No			
Onsite Burner Exemption:			No			
Furnace Exemption:			No			
Underground Inject Activity:			No			
Rece Waste From Off Site:			No			
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:			109, S WARREN ST, , SYRACUSE, NY, 13202, US			
Contact Name:			WARREN UNDERWOOD			
Contact Address:			109, S WARREN ST, , SYRACUSE, NY, 13202, US			
Contact Email:						
Location Street 2:						
--						
Owner/Operator Information						
--						
Owner/Operator Indicator:			CO			
Owner/Operator Name:			NYSDOT			
Owner/Operator Address:			109 S WARREN ST SYRACUSE NY US 13202			
Owner/Operator Phone:			3154329106			
Owner/Operator Type:			S			
Date Became Current:						
Date Ended Current:						
--						
Owner/Operator Indicator:			CP			
Owner/Operator Name:			NYSDOT			
Owner/Operator Address:			333 E WASHINGTON ST SYRACUSE NY US 13202			
Owner/Operator Phone:			3154284400			
Owner/Operator Type:			S			
Date Became Current:						
Date Ended Current:						
--						
Owner/Operator Indicator:			CP			
Owner/Operator Name:			NYSDOT			
Owner/Operator Address:			333 E WASHINGTON ST SYRACUSE NY 13202			
Owner/Operator Phone:			3154284400			
Owner/Operator Type:			S			
Date Became Current:						
Date Ended Current:						
--						
Owner/Operator Indicator:			CO			
Owner/Operator Name:			NYSDOT			
Owner/Operator Address:			109 S WARREN ST SYRACUSE NY 13202			
Owner/Operator Phone:			3154329106			
Owner/Operator Type:			S			
Date Became Current:						
Date Ended Current:						
--						
NAICS Information						
--						
Handler Information						
--						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Date Received:		20060101				
Facility Name:		NYS DOT BRIDGE BIN 1054020				
--		--				
Date Received:		20070101				
Facility Name:		NYS DOT BRIDGE BIN 1054020				
--		--				
Date Received:		19991217				
Facility Name:		NYS DOT BRIDGE BIN 1054020				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information		--				
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information		--				
--		--				

[33](#) 1 of 2 S 0.08 / 439.77 398.86 **NYSERNET.ORG INC**
100 SOUTH SALINA ST
SYRACUSE NY 13202 **AST**

Site ID: 404051 **Expiry:** 2017/06/01
Site Status: Active **County:** Onondaga
Site Type: Apartment Building/Office Building **UTM X:** 406158.05965
Program NO: 7-601248 **UTM Y:** 4767073.01822
Program Type: Petroleum Bulk Storage Program

Tank Information

-- --
Tank ID: 225170
Tank NO: 001
Tank Model:
Pipe Model:
Tank Location: Aboveground on saddles, legs, stilts, rack or cradle
Tank Status: In Service
Install Date: 2007-06-01 00:00:00
Capacity(gal): 2000
Tank Type: Steel/Carbon Steel/Iron
Test Method: NN
Date Tested:
Next Test:
Close Date:
Register: True
Modified By: KCKEMP
Last Modified: 2008-09-16 07:21:10.730000000
-- --
Material Code: 0008
Material Name: diesel
Percent: 100.00
-- --
Equipment: D01
Code Name: Steel/Carbon Steel/Iron
Type: Pipe Type
-- --
Equipment: E00
Code Name: None
Type: Piping Secondary Containment
-- --
Equipment: G09
Code Name: Modified Double-Walled (Aboveground)
Type: Tank Secondary Containment
-- --

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Equipment:</i>		J02				
<i>Code Name:</i>		Suction Dispenser				
<i>Type:</i>		Dispenser				
--		--				
<i>Equipment:</i>		K01				
<i>Code Name:</i>		Catch Basin				
<i>Type:</i>		Spill Prevention				
--		--				
<i>Equipment:</i>		B01				
<i>Code Name:</i>		Painted/Asphalt Coating				
<i>Type:</i>		Tank External Protection				
--		--				
<i>Equipment:</i>		H01				
<i>Code Name:</i>		Interstitial - Electronic Monitoring				
<i>Type:</i>		Tank Leak Detection				
--		--				
<i>Equipment:</i>		A00				
<i>Code Name:</i>		None				
<i>Type:</i>		Tank Internal Protection				
--		--				
<i>Equipment:</i>		F04				
<i>Code Name:</i>		Fiberglass				
<i>Type:</i>		Pipe External Protection				
--		--				
<i>Equipment:</i>		I02				
<i>Code Name:</i>		High Level Alarm				
<i>Type:</i>		Overfill				
--		--				
<i>Equipment:</i>		I03				
<i>Code Name:</i>		Automatic Shut-Off				
<i>Type:</i>		Overfill				
--		--				
<i>Equipment:</i>		L00				
<i>Code Name:</i>		None				
<i>Type:</i>		Piping Leak Detection				
--		--				
<i>Equipment:</i>		C01				
<i>Code Name:</i>		Aboveground				
<i>Type:</i>		Pipe Location				
--		--				
Affiliation Information						
--		--				
<i>Affiliation Type:</i>		01				
<i>Affiliation Name:</i>		Facility Owner				
<i>Affiliation Sub Type:</i>		E				
<i>Company:</i>		NYSERNET.ORG INC				
<i>Contact Type:</i>		CHIEF OPERATING OFFICER				
<i>Contact Name:</i>		STEPHEN R KANKUS				
<i>Address:</i>		10 SOUTH SALINA ST, SUITE 300				
<i>Address2:</i>						
<i>City:</i>		SYRACUSE				
<i>State:</i>		NY				
<i>Zip Code:</i>		13202				
<i>Country Code:</i>		001				
<i>Phone:</i>		(315) 413-0345				
<i>Phone Ext:</i>						
<i>Email:</i>						
<i>Fax:</i>						
<i>Modified By:</i>		KCKEMP				
<i>Last Modified:</i>		2008-09-16 07:21:10.70000000				
--		--				
Affiliation Information						
--		--				
<i>Affiliation Type:</i>		07				
<i>Affiliation Name:</i>		Mail Contact				
<i>Affiliation Sub Type:</i>		NNN				
<i>Company:</i>		NYSERNET.ORG INC				
<i>Contact Type:</i>						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
<hr/>						
Contact Name:		BOB BLOOM				
Address:		100 SOUTH SALINA ST, SUITE 300				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13202-1545				
Country Code:		001				
Phone:		(315) 413-0345				
Phone Ext:						
Email:		BBLOOM@NYSER.NET.ORG				
Fax:						
Modified By:		KCKEMP				
Last Modified:		2008-09-16 07:21:10.713000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		04				
Affiliation Name:		On-Site Operator				
Affiliation Sub Type:		NNN				
Company:		NYSER.NET.ORG INC				
Contact Type:						
Contact Name:		BOB BLOOM				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 413-0345				
Phone Ext:						
Email:						
Fax:						
Modified By:		KCKEMP				
Last Modified:		2008-09-16 07:21:10.730000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		NYSER.NET.ORG INC				
Contact Type:						
Contact Name:		NETWORK OPERATIONS				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 415-8508				
Phone Ext:						
Email:						
Fax:						
Modified By:		KCKEMP				
Last Modified:		2008-09-16 07:21:10.730000000				
--		--				
<hr/>						
33	2 of 2	S	0.08 / 439.77	398.86	NATIONAL GRID MANHOLE 100-S SALINA 100 S SALINA ST SYRACUSE NY 13202	RCRA NON GEN
County Name:		ONONDAGA				
County Code:		NY067				
EPA Handler ID:		NYP000967950				
Current Site Name:		NATIONAL GRID MANHOLE 100-S SALINA				
Generator Status Universe:		No Report				

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Land Type:		Private				
Activity Location:		NY				
TSD Activity:		No				
Mixed Waste Generator:		No				
Importer Activity:		No				
Transporter Activity:		No				
Transfer Facility:		No				
Recycler Activity:		No				
Onsite Burner Exemption:		No				
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		300, ERIE BLVD W , , SYRACUSE, NY, 13202, US				
Contact Name:		STEPHEN P HALLER				
Contact Address:		300, ERIE BLVD W A-3, , SYRACUSE, NY, 13202, US				
Contact Email:		STEPHEN.HALLER@US.NGRID.COM				
Location Street 2:						
--		--				
Owner/Operator Information						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:						
Owner/Operator Phone:						
Owner/Operator Type:		P				
Date Became Current:		19791231				
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NATIONAL GRID				
Owner/Operator Address:		300 ERIE BLVD W SYRACUSE NY US 13202				
Owner/Operator Phone:						
Owner/Operator Type:		P				
Date Became Current:		19791231				
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Naics Code:		22112				
Naics Description:		ELECTRIC POWER TRANSMISSION, CONTROL, AND DISTRIBUTION				
--		--				
Handler Information						
--		--				
Date Received:		20120917				
Facility Name:		NATIONAL GRID MANHOLE 100-S SALINA				
--		--				
Date Received:		20120302				
Facility Name:		NATIONAL GRID MANHOLE 100-S SALINA				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20111201				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		B002				
Waste:						
--		--				
Waste Code:		B007				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Waste:						
--		--				
Violation/Evaluation Information						
--		--				

34	1 of 2	ENE	0.08 / 447.82	409.16	E S SHOE CO LTD 313 E WILLOW ST SYRACUSE NY 13203	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD091977231
Current Site Name: E S SHOE CO LTD
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 1100, E MAIN ST, , ENDICOTT, NY, 13760, US
Contact Name:
Contact Address: 1100, E MAIN ST, , ENDICOTT, NY, 13760, US
Contact Email:
Location Street 2:

--

Owner/Operator Information

--

Owner/Operator Indicator: CP
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB	
NAICS Information							
--							
Handler Information							
--							
Date Received:			20060101				
Facility Name:			E S SHOE CO LTD				
--							
Date Received:			20070101				
Facility Name:			E S SHOE CO LTD				
--							
Date Received:			19990708				
Facility Name:			E S SHOE CO LTD				
--							
Date Received:			19800818				
Facility Name:			E S SHOE CO LTD				
Classification:			Large Quantity Generator				
--							
Hazardous Waste Information							
--							
Waste Code:			D000				
Waste:			DESCRIPTION				
--							
Waste Code:			F003				
Waste:			THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.				
--							
Waste Code:			D001				
Waste:			IGNITABLE WASTE				
--							
Waste Code:			F005				
Waste:			THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.				
--							
Violation/Evaluation Information							
--							
Evaluation Start Date:			19871029				
Evaluation Agency:			S				
Evaluation Type Description:			COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:							
Violation Determined Date:							
Actual Return to Compliance Date:							
Violation Responsible Agency:							
Enforcement Action Date:							
Enforcement Agency:							
Disposition Status Date:							
Disposition Status:							
Enforcement Type Description:							
Proposed Penalty Amount:							
Paid Amount:							
Final Amount:							
--							
34	2 of 2	ENE	0.08 / 447.82	409.16	313 EAST WILLOW STREET CORP 313 E WILLOW ST SYRACUSE NY 13202	RCRA NON GEN	

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
County Name:		ONONDAGA				
County Code:		NY067				
EPA Handler ID:		NYD981558638				
Current Site Name:		313 EAST WILLOW STREET CORP				
Generator Status Universe:		No Report				
Land Type:						
Activity Location:		NY				
TSD Activity:		No				
Mixed Waste Generator:		No				
Importer Activity:		No				
Transporter Activity:		No				
Transfer Facility:		No				
Recycler Activity:		No				
Onsite Burner Exemption:		No				
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		555, E GENESEE ST, , SYRACUSE, NY, 13202, US				
Contact Name:						
Contact Address:		555, E GENESEE ST, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		313 EAST WILLOW STREE CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		313 EAST WILLOW STREE CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		313 EAST WILLOW STREE CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Handler Information						
--		--				
Date Received:		19861006				
Facility Name:		313 EAST WILLOW STREET CORP				
Classification:		Small Quantity Generator				
--		--				
Date Received:		19990708				
Facility Name:		313 EAST WILLOW STREET CORP				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Date Received:		20070101				
Facility Name:		313 EAST WILLOW STREET CORP				
--		--				
Date Received:		20060101				
Facility Name:		313 EAST WILLOW STREET CORP				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
--		--				
Violation/Evaluation Information						
--		--				

35	1 of 1	SE	0.09 / 450.66	402.40	AT&T SYRACUSE (NY 1198) 19 SOUTH WARREN ST SYRACUSE NY 13202	AST
Site ID:	439104			Expiry:	N/A	
Site Status:	Unregulated/Closed			County:	Onondaga	
Site Type:	Utility (Other than Municipal)			UTM X:	406286.48804	
Program NO:	7-601367			UTM Y:	4767099.91347	
Program Type:	Petroleum Bulk Storage Program					
Tank Information						
--		--				
Tank ID:	235690					
Tank NO:	NY1198-A1					
Tank Model:						
Pipe Model:						
Tank Location:	Aboveground on saddles, legs, stilts, rack or cradle					
Tank Status:	In Service					
Install Date:	1998-01-01 00:00:00					
Capacity(gal):	450					
Tank Type:	Steel/Carbon Steel/Iron					
Test Method:	NN					
Date Tested:						
Next Test:						
Close Date:						
Register:	True					
Modified By:	KCKEMP					
Last Modified:	2010-08-24 16:00:34.490000000					
--		--				

36	1 of 3	NW	0.09 / 479.17	408.45	NYS DOT BIN 1050851 I-690 WB OVER N FRANKLIN ST SYRACUSE NY 13202	RCRA NON GEN
County Name:	ONONDAGA					
County Code:	NY067					
EPA Handler ID:	NYD986946325					
Current Site Name:	NYS DOT BIN 1050851					
Generator Status Universe:	No Report					
Land Type:						
Activity Location:	NY					
TSD Activity:	No					
Mixed Waste Generator:	No					
Importer Activity:	No					
Transporter Activity:	No					
Transfer Facility:	No					
Recycler Activity:	No					
Onsite Burner Exemption:	No					
Furnace Exemption:	No					
Underground Inject Activity:	No					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US				
Contact Name:						
Contact Address:		333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information		--				
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		333 E WASHINGTON ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154284400				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		333 E WASHINGTON ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154284400				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		333 E WASHINGTON ST SYRACUSE NY 13202				
Owner/Operator Phone:		3154284400				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		333 E WASHINGTON ST SYRACUSE NY 13202				
Owner/Operator Phone:		3154284400				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information		--				
--		--				
Naics Code:		23412				
Naics Description:		BRIDGE AND TUNNEL CONSTRUCTION				
--		--				
Handler Information		--				
--		--				
Date Received:		20060101				
Facility Name:		NYS DOT BIN 1050851				
--		--				
Date Received:		19920511				
Facility Name:		NEW YORK STATE DEPT OF TRANSPORTATION				
Classification:		Large Quantity Generator				
--		--				
Date Received:		19910913				
Facility Name:		NYS DOT BIN 1050851				
--		--				
Date Received:		20070101				
Facility Name:		NYS DOT BIN 1050851				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Date Received:		19910401				
Facility Name:		NYSDOT BIN 1050851				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information						
--		--				

36	2 of 3	NW	0.09 / 479.17	408.45	NYSDOT BRIDGE BIN 1050852 I-690 EB OVER N FRANKLIN ST SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986946333
Current Site Name: NYSDOT BRIDGE BIN 1050852
Generator Status Universe: No Report
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name: WARREN UNDERWOOD
Contact Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

Owner/Operator Information
--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone: 3154284400
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154284400
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154329106				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY 13202				
Owner/Operator Phone:		3154329106				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Naics Code:		23412				
Naics Description:		BRIDGE AND TUNNEL CONSTRUCTION				
--		--				
Handler Information						
--		--				
Date Received:		19920513				
Facility Name:		NYS DOT				
Classification:		Large Quantity Generator				
--		--				
Date Received:		19991217				
Facility Name:		NYS DOT BRIDGE BIN 1050852				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20060101				
Facility Name:		NYS DOT BRIDGE BIN 1050852				
--		--				
Date Received:		19910913				
Facility Name:		NYS DOT BRIDGE BIN 1050852				
--		--				
Date Received:		20070101				
Facility Name:		NYS DOT BRIDGE BIN 1050852				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information						
--		--				

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3 of 3

NW

0.09 / 479.17

408.45

FRANKLIN ST. RAMP
I-81 S/FRANKLIN ST RAMP
SYRACUSE NY

NY SPILLS

Site ID: 300861
Spill NO: 9408056
Spill Date: 1994-09-16 23:49:00
Close Date: 1994-09-19 00:00:00
Create Date: 1994-09-19 00:00:00
Update Date: 1994-11-09 00:00:00
Program Type: ER
DER Facility ID: 243316
Cont Factor: Equipment Failure
UST Trust: No
Penalty: No

Water Body:
REM Phase: 0
Lead DEC: MENASH
Reported By: Fire Department
Referred to:
CAC Date: 1994-09-19 00:00:00
Source: Commercial Vehicle
Class: C6
Rcvd Date: 1994-09-17 00:19:00
Insp Date:
County: Onondaga

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
SWIS Code:	3415				Latitude:	
DEC Region:	7				Longitude:	
CID:					After Hours:	Yes
Meets Std:	Yes					
Callerremark:						
Decremark:						
Spiller Information						
--		--				
Spiller Name:						
Spiller Company:		unknown				
Spiller Address:						
Spiller City:						
Spiller State:		NY				
Spiller Zip:						
Spiller Country:		999				
Contact Name:						
Contact Phone:						
Contact Ext.:						
--		--				
Material Information						
--		--				
Site ID:		300861				
Spill Number:		9408056				
OP Unit ID:		1005740				
OU:		01				
Material ID:		377503				
Material Code:		0008				
Material NA:		diesel				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		30.00				
Units:		G				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

[37](#) 1 of 1 SW 0.10 / 516.73 400.35 ROADWAY TO PRKING LOT ERIE BLVD./FRANKLIN ST. SYRACUSE NY NY SPILLS

Site ID:	392099	Water Body:	
Spill NO:	0710753	REM Phase:	0
Spill Date:	2008-01-10 14:47:00	Lead DEC:	menash
Close Date:	2009-01-06 00:00:00	Reported By:	Other
Create Date:	2008-01-10 15:08:00	Referred to:	
Update Date:	2009-01-06 17:35:29.050000000	CAC Date:	2008-02-29 00:00:00
Program Type:	ER	Source:	Commercial/Industrial
DER Facility ID:	341708	Class:	C3
Cont Factor:	Unknown	Rcvd Date:	2008-01-10 14:47:00
UST Trust:		Insp Date:	2008-01-10 00:00:00
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:	406	After Hours:	No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Meets Std:	No					
Callerremark:						
"Have dug 40 ft. down.... the groundwater is contaminated with an unknown petroleum. Site is a parking lot belonging to National Grid. Unknown who is doing the clean up,"						
Decremark:						
"Normal gw level at site 25 feet. Detected sheen on gw encountered at 40 feet. One time mgp site located behind National Grid (Ni-Mo)."						
Spiller Information						
--						
Spiller Name:		LISA MONTESANO				
Spiller Company:		NATIONAL GRID				
Spiller Address:		300 ERIE BLVD. WEST				
Spiller City:		SYRACUSE				
Spiller State:		NY				
Spiller Zip:		13202				
Spiller Country:		001				
Contact Name:		TOM BARBA				
Contact Phone:		(315) 455-2000				
Contact Ext.:		4258				
--						
Material Information						
--						
Site ID:		392099				
Spill Number:		0710753				
OP Unit ID:		1149126				
OU:		01				
Material ID:		2139632				
Material Code:		0066A				
Material NA:		unknown petroleum				
CAS NO:						
Mat Family:		Petroleum				
Quantity:						
Units:		G				
Recovered:		.00				
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		Yes				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--						

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1 of 1

SW

0.10 / 545.54

400.02

**EMO O'DONNELL BUILDING
301 ERIE BLVD WEST
SYRACUSE NY 13202**

RCRA SQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000204123
Current Site Name: EMO O'DONNELL BUILDING
Generator Status Universe: Small Quantity Generator
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Onsite Burner Exemption:		No				
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		301, ERIE BLVD WEST, , SYRACUSE, NY, 13202, US				
Contact Name:		CHARLIE F BREVER				
Contact Address:		PO BOX 515, , SYRACUSE, NY, 13205, US				
Contact Email:		CBREVER@HUEBER-BREVER.COM				
Location Street 2:						
--		--				
Owner/Operator Information						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		EMO PROPERTIES LLC				
Owner/Operator Address:		US				
Owner/Operator Phone:						
Owner/Operator Type:		P				
Date Became Current:		19850301				
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		EMO PROPERTIES LLC				
Owner/Operator Address:		US				
Owner/Operator Phone:						
Owner/Operator Type:		P				
Date Became Current:		19850301				
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Naics Code:		56179				
Naics Description:		OTHER SERVICES TO BUILDINGS AND DWELLINGS				
--		--				
Handler Information						
--		--				
Date Received:		20131112				
Facility Name:		EMO O'DONNELL BUILDING				
Classification:		Small Quantity Generator				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		B007				
Waste:						
--		--				
Violation/Evaluation Information						
--		--				

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1 of 3

SE

0.11 / 562.45

401.13

STATE TOWER ASSOCIATES
109 S. WARREN ST STATE
TOWER BUILDING
SYRACUSE NY 13202

AST

Site ID: 46468
Site Status: Unregulated/Closed
Site Type: Other
Program NO: 7-600026
Program Type: Petroleum Bulk Storage Program

Expiry: N/A
County: Onondaga
UTM X: 406287.83445
UTM Y: 4767046.73610

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Tank Information						
--		--				
Tank ID:			134760			
Tank NO:			001			
Tank Model:						
Pipe Model:						
Tank Location:			Aboveground in Subterranean Vault w/ access for inspections			
Tank Status:			Tank Converted to Non-Regulated Use			
Install Date:						
Capacity(gal):			13000			
Tank Type:			Steel/Carbon Steel/Iron			
Test Method:			NN			
Date Tested:						
Next Test:						
Close Date:			1994-04-01 00:00:00			
Register:			True			
Modified By:			TRANSLAT			
Last Modified:			2004-03-04 12:34:30.780000000			
--			--			
Material Code:			0000			
Material Name:			empty			
Percent:			100.00			
--			--			
Equipment:			D01			
Code Name:			Steel/Carbon Steel/Iron			
Type:			Pipe Type			
--			--			
Equipment:			J02			
Code Name:			Suction Dispenser			
Type:			Dispenser			
--			--			
Equipment:			B00			
Code Name:			None			
Type:			Tank External Protection			
--			--			
Equipment:			F00			
Code Name:			None			
Type:			Pipe External Protection			
--			--			
Equipment:			H00			
Code Name:			None			
Type:			Tank Leak Detection			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			G00			
Code Name:			None			
Type:			Tank Secondary Containment			
--			--			
Equipment:			I00			
Code Name:			None			
Type:			Overfill			
--			--			
Equipment:			C01			
Code Name:			Aboveground			
Type:			Pipe Location			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			01			
Affiliation Name:			Facility Owner			
Affiliation Sub Type:			E			
Company:			ANTHONY F. FIORITO-MANAGING PARTNER			
Contact Type:						
Contact Name:						
Address:			3940 PAWNEE DR.			

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Address2:						
City:		LIVERPOOL				
State:		NY				
Zip Code:		13090				
Country Code:		001				
Phone:		(315) 652-9256				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:45.937000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		07				
Affiliation Name:		Mail Contact				
Affiliation Sub Type:		NNN				
Company:		STATE TOWER ASSOCIATES				
Contact Type:						
Contact Name:		MR. MICHAEL I. CATES				
Address:		109 S. WARREN ST.				
Address2:		STATE TOWER BLDG.				
City:		SYRACUSE				
State:		NY				
Zip Code:		13202				
Country Code:		001				
Phone:		(315) 471-9125				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:45.937000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		04				
Affiliation Name:		On-Site Operator				
Affiliation Sub Type:		NNN				
Company:		STATE TOWER ASSOCIATES				
Contact Type:						
Contact Name:		MICHEAL I. CATES				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 471-9125				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:45.937000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		ANTHONY F. FIORITO-MANAGING PARTNER				
Contact Type:						
Contact Name:		MICHEAL I. CATES				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Phone:		(315) 673-1595				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:45.950000000				
--		--				

[39](#) 2 of 3 SE 0.11 / 562.45 401.13 NYSDOT-BIN1061770
 109 SOUTH WARREN STREET RCRA
 SYRACUSE NY 13202 NON GEN

County Name: ONONDAGA
 County Code: NY067
 EPA Handler ID: NYD986975589
 Current Site Name: NYSDOT-BIN1061770
 Generator Status Universe: No Report
 Land Type:
 Activity Location: NY
 TSD Activity: No
 Mixed Waste Generator: No
 Importer Activity: No
 Transporter Activity: No
 Transfer Facility: No
 Recycler Activity: No
 Onsite Burner Exemption: No
 Furnace Exemption: No
 Underground Inject Activity: No
 Rece Waste From Off Site: No
 Used Oil Transporter:
 Used Oil Transfer Facility:
 Used Oil Processor:
 Used Oil Refiner:
 Used Oil Burner:
 Used Oil Market Burner:
 Used Oil Spec Marketer:
 Mailing Address: 109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
 Contact Name: RICHARD S STEELE
 Contact Address: 109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
 Contact Email:
 Location Street 2:

--
Owner/Operator Information
 --

Owner/Operator Indicator: CP
 Owner/Operator Name: NYSDOT
 Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
 Owner/Operator Phone: 3154487349
 Owner/Operator Type: S
 Date Became Current: 20010101
 Date Ended Current:

--
 Owner/Operator Indicator: CO
 Owner/Operator Name: NYSDOT
 Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
 Owner/Operator Phone: 3154487349
 Owner/Operator Type: S
 Date Became Current: 20010101
 Date Ended Current:

--
 Owner/Operator Indicator: CO
 Owner/Operator Name: NYSDOT
 Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
 Owner/Operator Phone: 3154487349
 Owner/Operator Type: S
 Date Became Current:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Date Ended Current:						
--						
NAICS Information						
--						
Naics Code:		23412				
Naics Description:		BRIDGE AND TUNNEL CONSTRUCTION				
--						
Handler Information						
--						
Date Received:		19920730				
Facility Name:		NYSDOT BRIDGE BIN 1061770				
--						
Date Received:		19910912				
Facility Name:		NYSDOT BRIDGE BIN 1061770				
Classification:		Large Quantity Generator				
--						
Date Received:		20060101				
Facility Name:		NYSDOT-BIN1061770				
--						
Date Received:		20010604				
Facility Name:		NYSDOT BRIDGE BIN 1061770				
Classification:		Large Quantity Generator				
--						
Date Received:		20020722				
Facility Name:		NYSDOT-BIN1061770				
Classification:		Large Quantity Generator				
--						
Date Received:		20070101				
Facility Name:		NYSDOT-BIN1061770				
--						
Hazardous Waste Information						
--						
Waste Code:		D008				
Waste:		LEAD				
--						
Waste Code:		NONE				
Waste:		DESCRIPTION				
--						
Violation/Evaluation Information						
--						

39	3 of 3	SE	0.11 / 562.45	401.13	NYSDOT I-81 OFF RAMP/ROUTE 11 109 SOUTH WARREN STREET SYRACUSE NY 13202	RCRA SQG
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County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NY0000234815
Current Site Name:	NYSDOT I-81 OFF RAMP/ROUTE 11
Generator Status Universe:	Small Quantity Generator
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:					109 SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US	
Contact Name:					RICHARD S STEELE	
Contact Address:					US	
Contact Email:					RSTEELE@DOT.STATE.NY.US	
Location Street 2:						
--						
Owner/Operator Information						
--						
Owner/Operator Indicator:					CP	
Owner/Operator Name:					NYSDOT	
Owner/Operator Address:					US	
Owner/Operator Phone:						
Owner/Operator Type:					S	
Date Became Current:					19670101	
Date Ended Current:						
--						
Owner/Operator Indicator:					CO	
Owner/Operator Name:					NYSDOT	
Owner/Operator Address:					109 SOUTH WARREN STREET SYRACUSE NY US 13202	
Owner/Operator Phone:						
Owner/Operator Type:					S	
Date Became Current:					19670101	
Date Ended Current:						
--						
Owner/Operator Indicator:					CP	
Owner/Operator Name:					NYSDOT	
Owner/Operator Address:					US	
Owner/Operator Phone:						
Owner/Operator Type:					S	
Date Became Current:					20050329	
Date Ended Current:						
--						
Owner/Operator Indicator:					CO	
Owner/Operator Name:					NYSDOT	
Owner/Operator Address:					SUITE 518 109 S WARREN ST SYRACUSE NY 13202	
Owner/Operator Phone:					3154487342	
Owner/Operator Type:					S	
Date Became Current:						
Date Ended Current:						
--						
Owner/Operator Indicator:					CP	
Owner/Operator Name:					NO NAME FOUND	
Owner/Operator Address:					US	
Owner/Operator Phone:						
Owner/Operator Type:					S	
Date Became Current:					20050329	
Date Ended Current:						
--						
Owner/Operator Indicator:					CO	
Owner/Operator Name:					NYSDOT	
Owner/Operator Address:					US	
Owner/Operator Phone:						
Owner/Operator Type:					S	
Date Became Current:					20050329	
Date Ended Current:						
--						
NAICS Information						
--						
Naics Code:					23412	
Naics Description:					BRIDGE AND TUNNEL CONSTRUCTION	
--						
Naics Code:					23731	
Naics Description:					HIGHWAY, STREET, AND BRIDGE CONSTRUCTION	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Handler Information						
--		--				
Date Received:		20060323				
Facility Name:		NYS DOT I-81 OFF RAMP/ROUTE 11				
Classification:		Small Quantity Generator				
--		--				
Date Received:		20070101				
Facility Name:		NYS DOT I-81 OFF RAMP/ROUTE 11				
Classification:		Small Quantity Generator				
--		--				
Date Received:		20060324				
Facility Name:		NYS DOT I-81 OFF RAMP/ROUTE 11				
Classification:		Large Quantity Generator				
--		--				
Date Received:		19941125				
Facility Name:		NYS DOT BIN 1008530				
--		--				
Date Received:		20050401				
Facility Name:		NYS DOT BIN 1008530				
Classification:		Large Quantity Generator				
--		--				
Date Received:		19940422				
Facility Name:		NYS DOT BIN 1008530				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Waste Code:		NONE				
Waste:		DESCRIPTION				
--		--				
Violation/Evaluation Information						
--		--				

40 1 of 1 **NNW** 0.11 / 588.68 399.91 **CURB AND STORM DRAIN INT. OF BUTTERNUT & FRANKLIN STS. SYRACUSE NY** **NY SPILLS**

Site ID: 469438
Spill NO: 1206439
Spill Date: 2012-09-29 16:53:00
Close Date: 2014-08-22 00:00:00
Create Date: 2012-09-29 17:43:00
Update Date: 2014-08-22 12:45:45.680000000
Program Type: ER
DER Facility ID: 423740
Cont Factor: Traffic Accident
UST Trust: No
Penalty:
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: DJLASALL
Reported By: Police Department
Referred to:
CAC Date:
Source: Private Dwelling
Class: D3
Rcvd Date: 2012-09-29 17:38:00
Insp Date:
County: Onondaga
Latitude: 43.054894000
Longitude: -76.154792000
After Hours: Yes

"1742 THE CALLER ADVISED DISPATCH NO RESPONSE NECESSARY. CLEAN UP HAS BEEN CONDUCTED."

Decremark:

"received second call from Onon co 911 requesting site visit. On site 09/29 615pm-Syr Fire deployed two booms to storm drain to absorb motor oil. Op-tech hired to remove and dispose of booms."

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Spiller Information						
--		--				
Spiller Name:						
Spiller Company:		unknown				
Spiller Address:						
Spiller City:						
Spiller State:		NY				
Spiller Zip:						
Spiller Country:		999				
Contact Name:		ONONDAGA CTY				
Contact Phone:		(315) 435-8884				
Contact Ext.:						
--		--				
Material Information						
--		--				
Site ID:		469438				
Spill Number:		1206439				
OP Unit ID:		1219331				
OU:		01				
Material ID:		2217833				
Material Code:		0015				
Material NA:		motor oil				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		1.00				
Units:		G				
Recovered:						
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		Yes				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

41	1 of 1	NNW	0.11 / 598.96	399.91	NIAGARA MOHAWK A NATIONAL GRID CO BUTTERNUT ST & FRANKLIN ST MH 884-A SYRACUSE NY 13204	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYP000970988
Current Site Name: NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		300, ERIE BLVD W, , SYRACUSE, NY, 13202, US				
Contact Name:		LENNY DEL VECCHIO				
Contact Address:		300, ERIE BLVD W, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:		MH 884-A				
--						
Owner/Operator Information						
--						
NAICS Information						
--						
Handler Information						
--						
Date Received:		20140821				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
Classification:		Large Quantity Generator				
--						
Date Received:		20150225				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
--						
Hazardous Waste Information						
--						
Violation/Evaluation Information						
--						

[42](#) 1 of 1 SSE 0.11 / 604.06 400.45 SHELL, E. GENESEE ST. 200 BLOCK E GENESEE ST SYRACUSE NY NY SPILLS

Site ID:	283559	Water Body:	
Spill NO:	8901384	REM Phase:	0
Spill Date:	1989-05-11 15:17:00	Lead DEC:	HDWARNER
Close Date:	1989-06-27 00:00:00	Reported By:	Citizen
Create Date:	1989-06-03 00:00:00	Referred to:	
Update Date:	1989-06-27 00:00:00	CAC Date:	1989-05-11 00:00:00
Program Type:	ER	Source:	Gasoline Station or other PBS Facility
DER Facility ID:	229992	Class:	
Cont Factor:	Equipment Failure	Rcvd Date:	1989-05-11 15:22:00
UST Trust:	Yes	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:		After Hours:	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--

Spiller Name:

Spiller Company: SHELL GAS

Spiller Address:

Spiller City:

Spiller State: NY

Spiller Zip: 999

Spiller Country:

Contact Name:

Contact Phone:

Contact Ext.:

--

Material Information

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--	--	--	--	--	--	--
Site ID:		283559				
Spill Number:		8901384				
OP Unit ID:		928650				
OU:		01				
Material ID:		449133				
Material Code:		0009				
Material NA:		gasoline				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		50.00				
Units:		G				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--	--	--	--	--	--	--

[43](#) 1 of 1 **NE** 0.11 / 605.63 423.68 **MANHOLE 510
N STATE AND HICKORY ST
SYRACUSE NY** **NY SPILLS**

Site ID:	462807	Water Body:	
Spill NO:	1200188	REM Phase:	0
Spill Date:	2012-04-06 13:46:00	Lead DEC:	cxrossi
Close Date:	2012-06-26 00:00:00	Reported By:	Other
Create Date:	2012-04-06 15:15:00	Referred to:	
Update Date:	2012-06-26 09:52:50.510000000	CAC Date:	
Program Type:	ER	Source:	Commercial/Industrial
DER Facility ID:	417224	Class:	D4
Cont Factor:	Equipment Failure	Rcvd Date:	2012-04-06 15:12:00
UST Trust:	No	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:		After Hours:	No
Meets Std:	Yes		
Callerremark:			

"Caller advised aprx 5 gallons of mineral oil spilled into manhole in a secondary containment and has not affected the environment. Clean up is in progress."

Decremark:

"Contractor cleaned out vault. Did not even encounter a sheen. Sludgy bottom with mud removed and disposed of properly. ~ctr~"

Spiller Information

Spiller Name:	
Spiller Company:	NATIONAL GRID
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	STEVE HALLER
Contact Phone:	(315) 428-5206
Contact Ext.:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Material Information						
--		--				
Site ID:		462807				
Spill Number:		1200188				
OP Unit ID:		1212907				
OU:		01				
Material ID:		2210778				
Material Code:		2630				
Material NA:		mineral oil				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		1.00				
Units:		G				
Recovered:		1.00				
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		Yes				
Oxygenate:						
--		--				
44	1 of 1	SE	0.12 / 617.78	402.12	BASEMENT TAILOR SHOP 224 EAST WATER STREET SYRACUSE NY	NY SPILLS
Site ID:	91962				Water Body:	
Spill NO:	9515869				REM Phase:	0
Spill Date:	1996-03-11 15:00:00				Lead DEC:	CFMANNES
Close Date:	2002-08-06 00:00:00				Reported By:	Fire Department
Create Date:	1996-03-12 00:00:00				Referred to:	
Update Date:	2002-08-06 00:00:00				CAC Date:	
Program Type:	ER				Source:	Commercial/Industrial
DER Facility ID:	82596				Class:	C3
Cont Factor:	Housekeeping				Rcvd Date:	1996-03-12 09:39:00
UST Trust:	No				Insp Date:	
Penalty:	No				County:	Onondaga
SWIS Code:	3415				Latitude:	43.050483530
DEC Region:	7				Longitude:	-76.150352800
CID:	205				After Hours:	No
Meets Std:	No					
Callerremark:						
Decremark:						
Spiller Information						
--		--				
Spiller Name:						
Spiller Company:	MCCON INVESTORS					
Spiller Address:	224 EAST WATER STREET					
Spiller City:	SYRACUSE					
Spiller State:	NY					
Spiller Zip:	13202-					
Spiller Country:	001					
Contact Name:						
Contact Phone:						
Contact Ext.:						
--		--				
Material Information						
--		--				
Site ID:	91962					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Spill Number:		9515869				
OP Unit ID:		1030530				
OU:		01				
Material ID:		566901				
Material Code:		0898A				
Material NA:		dry cleaning filter				
CAS NO:						
Mat Family:		Other				
Quantity:		5.00				
Units:		G				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

[45](#) 1 of 1 SW 0.12 / 619.03 400.05 FRANKLIN ST 129 FRANKLIN ST SYRACUSE NY NY SPILLS

Site ID: 137852
Spill NO: 9002895
Spill Date: 1990-06-13 11:00:00
Close Date: 1990-06-13 00:00:00
Create Date: 1990-06-15 00:00:00
Update Date: 1990-09-10 00:00:00
Program Type: ER
DER Facility ID: 117878
Cont Factor: Deliberate
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: HDWARNER
Reported By: Citizen
Referred to:
CAC Date: 1990-06-13 00:00:00
Source: Institutional, Educational, Gov., Other
Class:
Rcvd Date: 1990-06-13 11:10:00
Insp Date:
County: Onondaga
Latitude: 43.050293132
Longitude: -76.155420030
After Hours: No

Decremark:

Spiller Information

-- --
Spiller Name:
Spiller Company: unknown
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip: 999
Spiller Country:
Contact Name:
Contact Phone:
Contact Ext.:
 -- --

Material Information

-- --
Site ID: 137852
Spill Number: 9002895
OP Unit ID: 943014
OU: 01

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Material ID:		437620				
Material Code:		0066A				
Material NA:		unknown petroleum				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:						
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

[46](#) 1 of 1 **S** 0.12 / 630.14 397.90 **WASHINGTON ST AND SALINA
WASHINGTON ST AND SALINA
SYRACUSE NY** **NY SPILLS**

Site ID: 253327
Spill NO: 0312561
Spill Date: 2004-02-11 13:25:00
Close Date: 2004-02-12 00:00:00
Create Date: 2004-02-11 00:00:00
Update Date: 2004-02-12 00:00:00
Program Type: ER
DER Facility ID: 207534
Cont Factor: Other
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 403
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: MENASH
Reported By: Other
Referred to:
CAC Date:
Source: Unknown
Class: C5
Rcvd Date: 2004-02-11 13:25:00
Insp Date:
County: Onondaga
Latitude: 43.050569994
Longitude: -76.139205000
After Hours: No

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company:
Spiller Address:
Spiller City: ***Update***
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name: GARY BAKER
Contact Phone: (315) 477-8448
Contact Ext.:
--

Material Information

--
Site ID: 253327
Spill Number: 0312561
OP Unit ID: 877814
OU: 01
Material ID: 497763
Material Code: 0001A
Material NA: #2 fuel oil

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:		L				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				
Material Information						
--		--				
Site ID:		253327				
Spill Number:		0312561				
OP Unit ID:		877814				
OU:		01				
Material ID:		497764				
Material Code:		0008				
Material NA:		diesel				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:		L				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

47	1 of 2	SSW	0.12 / 630.60	396.11	NIAGARA MOHAWK A NATIONAL GRID CO CLINTON ST & WASHINGTON ST SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYP000970871
Current Site Name: NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		300, ERIE BLVD W, , SYRACUSE, NY, 13202, US				
Contact Name:		LENNY DEL VECCHIO				
Contact Address:		300, ERIE BLVD W, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--						
Owner/Operator Information						
--						
NAICS Information						
--						
Handler Information						
--						
Date Received:		20150211				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
--						
Date Received:		20140723				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
Classification:		Large Quantity Generator				
--						
Hazardous Waste Information						
--						
Violation/Evaluation Information						
--						

47	2 of 2	SSW	0.12 / 630.60	396.11	INTERSECTION CLINTON AND EAST WASHINGTON SYRACUSE NY	NY SPILLS
Site ID:		448159			Water Body:	
Spill NO:		1100736			REM Phase: 0	
Spill Date:		2011-04-21 08:30:00			Lead DEC: MJROMOCK	
Close Date:		2011-07-05 00:00:00			Reported By: Other	
Create Date:		2011-04-21 10:20:00			Referred to:	
Update Date:		2011-07-05 09:53:30.867000000			CAC Date:	
Program Type:		ER			Source: Commercial/Industrial	
DER Facility ID:		402756			Class: D3	
Cont Factor:		Equipment Failure			Rcvd Date: 2011-04-21 10:17:00	
UST Trust:		No			Insp Date:	
Penalty:		No			County: Onondaga	
SWIS Code:		3415			Latitude:	
DEC Region:		7			Longitude:	
CID:					After Hours: No	
Meets Std:		No				
Callerremark:						

"9 gallons in vault - 1 gallon out on sidewalk - cleanup in progress"

Decremark:

"4/21/11 - Inspected site. While at site met with B. Cazzoli from National Grid. During the process of removing oil from a transformer in a vault under the sidewalk some oil was spilled on the sidewalk. Cleanup was done with speedi-dry."

Spiller Information

--
Spiller Name: BOB CAZZOLI
Spiller Company: NATIONAL GRID
Spiller Address:
Spiller City:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Spiller State:		NN				
Spiller Zip:						
Spiller Country:		999				
Contact Name:		BOB CAZZOLI				
Contact Phone:		(315) 247-1349				
Contact Ext.:						
--		--				
Material Information						
--		--				
Site ID:		448159				
Spill Number:		1100736				
OP Unit ID:		1198401				
OU:		01				
Material ID:		2194675				
Material Code:		0016A				
Material NA:		non PCB oil				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		10.00				
Units:						
Recovered:						
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

48	1 of 1	S	0.12 / 640.00	397.05	NIAGARA MOHAWK A NATIONAL GRID CO 116 E WASHINGTON ST MANHOLE 116 SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYP000969626
Current Site Name: NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name: MARGARET M CARD
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information						
--		--				
NAICS Information						
--		--				
Handler Information						
--		--				
Date Received:		20130515				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20130618				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		B002				
Waste:						
--		--				
Waste Code:		B007				
Waste:						
--		--				
Violation/Evaluation Information						
--		--				

49	1 of 1	S	0.12 / 641.40	398.16	THE UNIVERSITY BUILDING 120 E. WASHINGTON ST SYRACUSE NY 13202	UST
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Site ID:	46985	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program NO:	7-600547	Utm X:	406234.16490
Program Type:	Petroleum Bulk Storage Program	Utm Y:	4766958.50372
Site Type:	Other		

Tank Information

--	--
Tank ID:	138203
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - In Place
Install Date:	
Capacity(gal):	10000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1999-08-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0000
Material Name:	empty
Percent:	100.00
--	--
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
--	--
Equipment:	D00

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Code Name:		No Piping				
Type:		Pipe Type				
--		--				
Equipment:		B00				
Code Name:		None				
Type:		Tank External Protection				
--		--				
Equipment:		F00				
Code Name:		None				
Type:		Pipe External Protection				
--		--				
Equipment:		H00				
Code Name:		None				
Type:		Tank Leak Detection				
--		--				
Equipment:		A00				
Code Name:		None				
Type:		Tank Internal Protection				
--		--				
Equipment:		G00				
Code Name:		None				
Type:		Tank Secondary Containment				
--		--				
Equipment:		I00				
Code Name:		None				
Type:		Overfill				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		01				
Affiliation Name:		Facility Owner				
Affiliation Sub Type:		E				
Company:		VINLANDIC LLC				
Contact Type:						
Contact Name:						
Address:		120 E. WASHINGTON ST.				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13202				
Country Code:		001				
Phone:		(315) 426-126				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:51.500000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		07				
Affiliation Name:		Mail Contact				
Affiliation Sub Type:		NNN				
Company:		VINLANDIC LLC				
Contact Type:						
Contact Name:		JOSEPH H. HUCKO				
Address:		120 E. WASHINGTON ST.				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13202				
Country Code:		001				
Phone:		(315) 426-1265				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:51.500000000				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Affiliation Information						
--						
Affiliation Type:		04				
Affiliation Name:		On-Site Operator				
Affiliation Sub Type:		NNN				
Company:		THE UNIVERSITY BUILDING				
Contact Type:						
Contact Name:		MONAHAN HUCKO & CO.				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 426-1265				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:51.500000000				
--						
Affiliation Information						
--						
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		VINLANDIC LLC				
Contact Type:						
Contact Name:		JAMES MONAHAN				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 426-1265				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:51.500000000				
--						

50	1 of 1	SSW	0.12 / 645.42	397.12	EVPASS 141 West Washington Street Syracuse NY 13202	ALT FUELS
Fuel Type Code:	ELEC				BD Blends:	
Status Code:	E				NG Fill Type Code:	
Owner Type Code:					NG PSI:	
Federal Agency ID:					NG Vehicle Class:	
Fed Agency Name:					EV Lv1 EVSE No:	
Open Date:					EV Lv2 EVSE No:	15
Expected Date:					EV DC Fast Count:	
Groups w Acc Cd:	Public				EV Other Info:	
Geocode Status:	200-8				EV Network:	ChargePoint Network
Latitude:	43.0495867				EV Network Web:	http://www.chargepoint.com/
Longitude:	-76.1527635				EV Connector Tp:	J1772
Dt Last Confirmed:	11/3/2016				LPG Primary:	
ID:	41752				E85 Blender Pump:	
Updated At:	2016-11-03 09:07:07 UTC				Plus4:	
Station Phone:	888-758-4389					
Cards Accepted:						
Hydrogen Status Link:						
Intersection Directions:		FM-8; 15 Units Lincoln Center lot between S Salina and S Clinton FM-12; 15 Units Lincoln Center lot between S Salina and S Clinton FM-14; 15 Units Lincoln Center lot between S Salina and S Clinton FM-4; 15 Units Lincoln				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
					Center lot between S Salina and S Clinton FM-3; 15 Units Lincoln Center lot between S Salina and S Clinton FM-5; 15 Units Lincoln Center lot between S Salina and S Clinton FM-10; 15 Units Lincoln Center lot between S Salina and S Clinton FM-9; 15 Units Lincoln Center lot between S Salina and S Clinton FM-15; 15 Units Lincoln Center lot between S Salina and S Clinton FM-6; 15 Units Lincoln Center lot between S Salina and S Clinton FM-13; 15 Units Lincoln Center lot between S Salina and S Clinton FM-11; 15 Units Lincoln Center lot between S Salina and S Clinton FM-2; 15 Units Lincoln Center lot between S Salina and S Clinton FM-1; 15 Units Lincoln Center lot between S Salina and S Clinton FM-7; 15 Units Lincoln Center lot between S Salina and S Clinton	
Access Days Time:		24 hours daily				

51	1 of 2	E	0.14 / 732.53	410.74	SUNOCO SERVICE STATION 200 N STATE ST SYRACUSE NY 13203	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986935468
Current Site Name: SUNOCO SERVICE STATION
Generator Status Universe: No Report
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 1801, MARKET ST - 20-10 PC, , PHILADELPHIA, NY, 191031699, US
Contact Name: SUSAN HICKEY
Contact Address: 1801, MARKET ST - 20-10 PC, , PHILADELPHIA, NY, 191031699, US
Contact Email:
Location Street 2:

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Owner/Operator Information

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Owner/Operator Indicator: CO
Owner/Operator Name: SUN CO INC - R & M
Owner/Operator Address: 1801 MARKET ST PHILADELPHIA PA 191031699
Owner/Operator Phone: 6109419054
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: SUN CO INC - R & M
Owner/Operator Address: 1801 MARKET ST PHILADELPHIA PA US 191031699
Owner/Operator Phone: 6109419054
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: SUN CO INC - R & M
Owner/Operator Address: 1801 MARKET ST PHILADELPHIA PA US 191031699
Owner/Operator Phone: 6109419054

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Handler Information						
--		--				
Date Received:		20070101				
Facility Name:		SUNOCO SERVICE STATION				
--		--				
Date Received:		19980908				
Facility Name:		SUNOCO SERVICE STATION				
Classification:		Conditionally Exempt Small Quantity				
--		--				
Date Received:		20060101				
Facility Name:		SUNOCO SERVICE STATION				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D018				
Waste:		BENZENE				
--		--				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
--		--				
Violation/Evaluation Information						
--		--				

51	2 of 2	E	0.14 / 732.53	410.74	SUNOCO #0363-8954 200 NORTH STATE ST SYRACUSE NY 13203	UST
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Site ID:	44647	Expiry:	2021/07/15
Site Status:	Active	County:	Onondaga
Program NO:	7-127949	Utm X:	406478.72398
Program Type:	Petroleum Bulk Storage Program	Utm Y:	4767287.25727
Site Type:	Retail Gasoline Sales		

Tank Information

--	--
Tank ID:	128147
Tank NO:	003
Tank Model:	103
Pipe Model:	D
Tank Location:	Underground
Tank Status:	In Service
Install Date:	1983-07-01 00:00:00
Capacity(gal):	12000
Tank Type:	Fiberglass Reinforced Plastic (FRP)
Test Method:	21
Date Tested:	2014-08-19 00:00:00
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2016-07-13 15:37:13.773000000
--	--
Material Code:	2712
Material Name:	gasoline/ethanol
Percent:	10.00
--	--
Equipment:	J01
Code Name:	Pressurized Dispenser
Type:	Dispenser
--	--

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Equipment:			D06			
Code Name:			Fiberglass Reinforced Plastic (FRP)			
Type:			Pipe Type			
--			--			
Equipment:			K01			
Code Name:			Catch Basin			
Type:			Spill Prevention			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			C02			
Code Name:			Underground/On-ground			
Type:			Pipe Location			
--			--			
Equipment:			F04			
Code Name:			Fiberglass			
Type:			Pipe External Protection			
--			--			
Equipment:			G00			
Code Name:			None			
Type:			Tank Secondary Containment			
--			--			
Equipment:			I03			
Code Name:			Automatic Shut-Off			
Type:			Overfill			
--			--			
Equipment:			L07			
Code Name:			Pressurized Piping Leak Detector			
Type:			Piping Leak Detection			
--			--			
Equipment:			E04			
Code Name:			Double walled UG			
Type:			Piping Secondary Containment			
--			--			
Equipment:			B04			
Code Name:			Fiberglass			
Type:			Tank External Protection			
--			--			
Equipment:			H05			
Code Name:			In-Tank System (ATG)			
Type:			Tank Leak Detection			
--			--			
Tank Information						
--			--			
Tank ID:			128145			
Tank NO:			001			
Tank Model:			103			
Pipe Model:			D			
Tank Location:			Underground			
Tank Status:			In Service			
Install Date:			1983-07-01 00:00:00			
Capacity(gal):			12000			
Tank Type:			Fiberglass Reinforced Plastic (FRP)			
Test Method:			21			
Date Tested:			2014-08-19 00:00:00			
Next Test:						
Close Date:						
Register:			True			
Modified By:			KCKEMP			
Last Modified:			2016-07-13 15:37:13.767000000			
--			--			
Material Code:			2712			
Material Name:			gasoline/ethanol			
Percent:			10.00			
--			--			
Equipment:			B04			

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Code Name:					Fiberglass	
Type:					Tank External Protection	
--					--	
Equipment:					A00	
Code Name:					None	
Type:					Tank Internal Protection	
--					--	
Equipment:					C02	
Code Name:					Underground/On-ground	
Type:					Pipe Location	
--					--	
Equipment:					F04	
Code Name:					Fiberglass	
Type:					Pipe External Protection	
--					--	
Equipment:					G00	
Code Name:					None	
Type:					Tank Secondary Containment	
--					--	
Equipment:					I03	
Code Name:					Automatic Shut-Off	
Type:					Overfill	
--					--	
Equipment:					L07	
Code Name:					Pressurized Piping Leak Detector	
Type:					Piping Leak Detection	
--					--	
Equipment:					D06	
Code Name:					Fiberglass Reinforced Plastic (FRP)	
Type:					Pipe Type	
--					--	
Equipment:					K01	
Code Name:					Catch Basin	
Type:					Spill Prevention	
--					--	
Equipment:					H05	
Code Name:					In-Tank System (ATG)	
Type:					Tank Leak Detection	
--					--	
Equipment:					J01	
Code Name:					Pressurized Dispenser	
Type:					Dispenser	
--					--	
Equipment:					E04	
Code Name:					Double walled UG	
Type:					Piping Secondary Containment	
--					--	
Tank Information						
--					--	
Tank ID:					128146	
Tank NO:					002	
Tank Model:					103	
Pipe Model:					D	
Tank Location:					Underground	
Tank Status:					In Service	
Install Date:					1983-07-01 00:00:00	
Capacity(gal):					12000	
Tank Type:					Fiberglass Reinforced Plastic (FRP)	
Test Method:					21	
Date Tested:					2014-08-19 00:00:00	
Next Test:						
Close Date:						
Register:					True	
Modified By:					KCKEMP	
Last Modified:					2016-07-13 15:37:13.770000000	
--					--	
Material Code:					2712	
Material Name:					gasoline/ethanol	

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Percent:</i>			10.00			
--			--			
<i>Equipment:</i>			E04			
<i>Code Name:</i>			Double walled UG			
<i>Type:</i>			Piping Secondary Containment			
--			--			
<i>Equipment:</i>			H05			
<i>Code Name:</i>			In-Tank System (ATG)			
<i>Type:</i>			Tank Leak Detection			
--			--			
<i>Equipment:</i>			K01			
<i>Code Name:</i>			Catch Basin			
<i>Type:</i>			Spill Prevention			
--			--			
<i>Equipment:</i>			J02			
<i>Code Name:</i>			Suction Dispenser			
<i>Type:</i>			Dispenser			
--			--			
<i>Equipment:</i>			D06			
<i>Code Name:</i>			Fiberglass Reinforced Plastic (FRP)			
<i>Type:</i>			Pipe Type			
--			--			
<i>Equipment:</i>			L09			
<i>Code Name:</i>			Exempt Suction Piping			
<i>Type:</i>			Piping Leak Detection			
--			--			
<i>Equipment:</i>			F04			
<i>Code Name:</i>			Fiberglass			
<i>Type:</i>			Pipe External Protection			
--			--			
<i>Equipment:</i>			G00			
<i>Code Name:</i>			None			
<i>Type:</i>			Tank Secondary Containment			
--			--			
<i>Equipment:</i>			I03			
<i>Code Name:</i>			Automatic Shut-Off			
<i>Type:</i>			Overfill			
--			--			
<i>Equipment:</i>			A00			
<i>Code Name:</i>			None			
<i>Type:</i>			Tank Internal Protection			
--			--			
<i>Equipment:</i>			C02			
<i>Code Name:</i>			Underground/On-ground			
<i>Type:</i>			Pipe Location			
--			--			
<i>Equipment:</i>			B04			
<i>Code Name:</i>			Fiberglass			
<i>Type:</i>			Tank External Protection			
--			--			
Affiliation Information						
--			--			
<i>Affiliation Type:</i>			01			
<i>Affiliation Name:</i>			Facility Owner			
<i>Affiliation Sub Type:</i>			E			
<i>Company:</i>			SUNOCO RETAIL LLC			
<i>Contact Type:</i>			COMPLIANCE COORDINATOR			
<i>Contact Name:</i>			KATHLEEN MCCANEY			
<i>Address:</i>			3801 WEST CHESTER PIKE			
<i>Address2:</i>						
<i>City:</i>			NEWTOWN SQUARE			
<i>State:</i>			PA			
<i>Zip Code:</i>			19073			
<i>Country Code:</i>			001			
<i>Phone:</i>			(610) 833-3761			
<i>Phone Ext:</i>						
<i>Email:</i>			KATHLEEN.MCCANEY@SUNOCO.COM			
<i>Fax:</i>						

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Modified By:					LMWINTER	
Last Modified:					2016-09-16 12:23:11.533000000	
--					--	
Affiliation Information						
--					--	
Affiliation Type:					07	
Affiliation Name:					Mail Contact	
Affiliation Sub Type:					NNN	
Company:					SUNOCO RETAIL LLC	
Contact Type:					COMPLIANCE COORDINATOR	
Contact Name:					KATHLEEN MCCANEY	
Address:					3801 WEST CHESTER PIKE	
Address2:						
City:					NEWTOWN SQUARE	
State:					PA	
Zip Code:					19073	
Country Code:					001	
Phone:					(610) 833-3761	
Phone Ext:						
Email:					KATHLEEN.MCCANEY@SUNOCO.COM	
Fax:						
Modified By:					LMWINTER	
Last Modified:					2016-09-16 12:23:11.533000000	
--					--	
Affiliation Information						
--					--	
Affiliation Type:					11	
Affiliation Name:					Emergency Contact	
Affiliation Sub Type:					NNN	
Company:					SUNOCO RETAIL LLC	
Contact Type:						
Contact Name:					SUNOCO MAINTENANCE	
Address:						
Address2:						
City:						
State:					NN	
Zip Code:						
Country Code:					999	
Phone:					(800) 786-9494	
Phone Ext:						
Email:						
Fax:						
Modified By:					LMWINTER	
Last Modified:					2016-09-16 12:07:05.063000000	
--					--	
Affiliation Information						
--					--	
Affiliation Type:					04	
Affiliation Name:					On-Site Operator	
Affiliation Sub Type:					NNN	
Company:					SUNOCO #0363-8954	
Contact Type:						
Contact Name:					VINCENT TRICHILO - COOP	
Address:						
Address2:						
City:						
State:					NN	
Zip Code:						
Country Code:					001	
Phone:					(315) 422-0846	
Phone Ext:						
Email:						
Fax:						
Modified By:					KCKEMP	
Last Modified:					2016-07-13 15:37:07.020000000	
--					--	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
52	1 of 1	W	0.14 / 737.35	394.35	GENERAL CHEMICAL LLC 344 W GENESEE ST SYRACUSE NY 13202	RCRA NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000100446
Current Site Name: GENERAL CHEMICAL LLC
Generator Status Universe: No Report
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 344, W GENESEE ST, , SYRACUSE, NY, 13202, US
Contact Name: KELVIN DIXON
Contact Address: 344, W GENESEE ST, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--
Owner/Operator Information
--

Owner/Operator Indicator: CO
Owner/Operator Name: GENERAL CHEMICAL LLC
Owner/Operator Address: 90 E HALSEY RD PARSIPPANY NJ US 07054
Owner/Operator Phone: 9735150900
Owner/Operator Type: P
Date Became Current: 20031107
Date Ended Current: --
Owner/Operator Indicator: CO
Owner/Operator Name: GENTECK INC
Owner/Operator Address: 90 E HALSEY RD PARSIPPANY NJ 07054
Owner/Operator Phone: 9735150900
Owner/Operator Type: P
Date Became Current: --
Date Ended Current: --
Owner/Operator Indicator: CP
Owner/Operator Name: GENERAL CHEMICAL LLC
Owner/Operator Address: 344 W GENESEE ST SYRACUSE NY US 13202
Owner/Operator Phone: 9735151948
Owner/Operator Type: P
Date Became Current: 20031107
Date Ended Current: --
Owner/Operator Indicator: CO
Owner/Operator Name: GENTECK INC
Owner/Operator Address: 90 E HALSEY RD PARSIPPANY NJ US 07054
Owner/Operator Phone: 9735150900
Owner/Operator Type: P
Date Became Current: 20010101
Date Ended Current:

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
--		--				
NAICS Information						
--		--				
Naics Code:			325199			
Naics Description:			ALL OTHER BASIC ORGANIC CHEMICAL MANUFACTURING			
--		--				
Naics Code:			325188			
Naics Description:			ALL OTHER BASIC INORGANIC CHEMICAL MANUFACTURING			
--		--				
Handler Information						
--		--				
Date Received:			20060101			
Facility Name:			GENERAL CHEMICAL LLC			
--		--				
Date Received:			20010925			
Facility Name:			GENERAL CHEMICAL SYRACUSE TECH			
Classification:			Large Quantity Generator			
--		--				
Date Received:			20020220			
Facility Name:			GENERAL CHEMICAL CORPORATION			
Classification:			Large Quantity Generator			
--		--				
Date Received:			20070101			
Facility Name:			GENERAL CHEMICAL LLC			
--		--				
Date Received:			20040304			
Facility Name:			GENERAL CHEMICAL LLC			
Classification:			Small Quantity Generator			
--		--				
Hazardous Waste Information						
--		--				
Waste Code:			D001			
Waste:			IGNITABLE WASTE			
--		--				
Waste Code:			D005			
Waste:			BARIUM			
--		--				
Waste Code:			D003			
Waste:			REACTIVE WASTE			
--		--				
Waste Code:			D009			
Waste:			MERCURY			
--		--				
Waste Code:			D002			
Waste:			CORROSIVE WASTE			
--		--				
Waste Code:			P098			
Waste:			POTASSIUM CYANIDE (OR) POTASSIUM CYANIDE K(CN)			
--		--				
Waste Code:			F002			
Waste:			THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.			
--		--				
Waste Code:			D004			
Waste:			ARSENIC			
--		--				
Violation/Evaluation Information						
--		--				
Evaluation Start Date:			20040413			
Evaluation Agency:			S			
Evaluation Type Description:			COMPLIANCE EVALUATION INSPECTION ON-SITE			
Violation Short Description:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Violation Determined Date: Actual Return to Compliance Date: Violation Responsible Agency: Enforcement Action Date: Enforcement Agency: Disposition Status Date: Disposition Status: Enforcement Type Description: Proposed Penalty Amount: Paid Amount: Final Amount: --						

53	1 of 2	SW	0.15 / 786.28	399.18	Washington Station 333 W. Washington Street Syracuse NY 13202	BROWNFIELDS
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Site Code:	409901	Region:	7
Site Class:	N	Town:	Syracuse (c)
Program:	BCP	Record Added:	2009-02-11 11:11:00
HW Code:	C734117	Record Update:	2009-09-04 14:00:00
SWIS:	3415	Updated By:	MOBARRIE
Acres:	1.039	Latitude:	43.049444444
County:	Onondaga	Longitude:	-76.006388889
Site Class Desc:			
Assess DOH:			
DESCRIPTION:			

This BCP Application is to clean up and revitalize a portion of the Syracuse Central Business District. This portion was formerly two (2) tax parcels that were re-subdivided (filed on 11/20/08) into what will be Washington Station, 333 West Washington Street, Syracuse, NY 13202, in Onondaga County. The Site is approximately one(1) acre in size and is currently utilized as a surface parking lot. It borders the Washington Street parking garage and surface parking lot to the north and the Atrium parking garage to the east, Syracuse University School of Architect to the West, and a surface parking lot and the Sunburst Optical building to the south. The proposed commercial development project consists of a six (6) story office building with surface parking. Known or suspected contaminants listed are SVOCs, metals, and petroleum. These contaminants are impacting the soil and groundwater. This BCP Application was denied on 8/21/09.

ASSESSMENT:

Information submitted with the BCP application regarding the environmental conditions at the site are currently under review and will be revised as additional information becomes available. Soil samples along with laboratory analysis identify subsurface soils impacted by SVOCs and metals. There remains two (2) underground storage tanks (usts) buried on the eastern portion of the site. The remaining contents, amount or the type are unknown at this time; therefore unknown petroleum product may exist and potentially can impact surrounding soils and groundwater. Given the nature and historical use as a railroad station and rail yard poor house keeping practices in that era may have contributed to soil and groundwater impacts. Taking these factors into consideration and the site itself bordering Onondaga Creek impacts to the creek are possible as well as to Onondaga Lake.

Owner	--
Site Code:	409901
HW Code:	C734117
Owner Op.:	01
Seq No.:	0000001
Sub Type:	NNN
Owner Name:	JED S. SCHNEIDER C/O PIONEER MGMT GROUP, LLC
Owner Company:	WASHINGTON/WALTON COMPANY LLC
Owner Street:	250 S. CLINTON STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
Owner	--
Site Code:	409901
HW Code:	C734117
Owner Op.:	04

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Seq No.:		000001				
Sub Type:		NNN				
Owner Name:		CLARENCE (MIKE) BISHOFF, IV				
Owner Company:		LAMAR OUTDOOR ADVERTISING				
Owner Street:		745 W. GENESEE STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		409901				
HW Code:		C734117				
Owner Op.:		04				
Seq No.:		000002				
Sub Type:		NNN				
Owner Name:		JOHN D. MURPHY				
Owner Company:		MURBRO PARKING, INC.				
Owner Street:		5406 S. BAY ROAD				
Owner Street 2:						
Owner City:		N. SYRACUSE				
Owner State:		NY				
Owner Zip:		13212				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		409901				
HW Code:		C734117				
Owner Op.:		06				
Seq No.:		000001				
Sub Type:		P03				
Owner Name:		JED S. SCHNEIDER C/O PIONEER MGMT GROUP, LLC				
Owner Company:		WASHINGTON/WALTON CO LLC & WASHINGTON/WALTON REAL ESTATE CO				
Owner Street:		250 S. CLINTON STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13202				
Country:		United States of America				
--		--				

[53](#)

2 of 2

SW

0.15 / 786.28

399.18

WASHINGTON / WALTON CO LLC
333 WEST WASHINGTON ST
SYRACUSE NY 13202

UST

Site ID:	414782	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program NO:	7-601269	Utm X:	405835.38801
Program Type:	Petroleum Bulk Storage Program	Utm Y:	4766965.71728
Site Type:	Apartment Building/Office Building		

Tank Information

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Tank ID: 228793

Tank NO: 02

Tank Model:

Pipe Model:

Tank Location: Underground

Tank Status: Closed - Removed

Install Date:

Capacity(gal): 3000

Tank Type: Steel/Carbon Steel/Iron

Test Method: NN

Date Tested:

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Next Test:						
Close Date:			2009-06-09 00:00:00			
Register:			True			
Modified By:			KCKEMP			
Last Modified:			2009-06-11 16:40:40.043000000			
--			--			
Material Code:			0009			
Material Name:			gasoline			
Percent:			100.00			
--			--			
Equipment:			D01			
Code Name:			Steel/Carbon Steel/Iron			
Type:			Pipe Type			
--			--			
Equipment:			E00			
Code Name:			None			
Type:			Piping Secondary Containment			
--			--			
Equipment:			J02			
Code Name:			Suction Dispenser			
Type:			Dispenser			
--			--			
Equipment:			K00			
Code Name:			None			
Type:			Spill Prevention			
--			--			
Equipment:			H00			
Code Name:			None			
Type:			Tank Leak Detection			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			C02			
Code Name:			Underground/On-ground			
Type:			Pipe Location			
--			--			
Equipment:			G00			
Code Name:			None			
Type:			Tank Secondary Containment			
--			--			
Equipment:			I00			
Code Name:			None			
Type:			Overfill			
--			--			
Equipment:			L00			
Code Name:			None			
Type:			Piping Leak Detection			
--			--			
Equipment:			B00			
Code Name:			None			
Type:			Tank External Protection			
--			--			
Equipment:			F00			
Code Name:			None			
Type:			Pipe External Protection			
--			--			
Tank Information						
--			--			
Tank ID:			228792			
Tank NO:			01			
Tank Model:						
Pipe Model:						
Tank Location:			Underground			
Tank Status:			Closed - Removed			
Install Date:						
Capacity(gal):			4000			

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Tank Type:			Steel/Carbon Steel/Iron			
Test Method:			NN			
Date Tested:						
Next Test:						
Close Date:			2009-06-09 00:00:00			
Register:			True			
Modified By:			KCKEMP			
Last Modified:			2009-06-11 16:40:40.043000000			
--			--			
Material Code:			0008			
Material Name:			diesel			
Percent:			100.00			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			C02			
Code Name:			Underground/On-ground			
Type:			Pipe Location			
--			--			
Equipment:			G00			
Code Name:			None			
Type:			Tank Secondary Containment			
--			--			
Equipment:			I00			
Code Name:			None			
Type:			Overfill			
--			--			
Equipment:			L00			
Code Name:			None			
Type:			Piping Leak Detection			
--			--			
Equipment:			H00			
Code Name:			None			
Type:			Tank Leak Detection			
--			--			
Equipment:			D01			
Code Name:			Steel/Carbon Steel/Iron			
Type:			Pipe Type			
--			--			
Equipment:			E00			
Code Name:			None			
Type:			Piping Secondary Containment			
--			--			
Equipment:			J02			
Code Name:			Suction Dispenser			
Type:			Dispenser			
--			--			
Equipment:			K00			
Code Name:			None			
Type:			Spill Prevention			
--			--			
Equipment:			B00			
Code Name:			None			
Type:			Tank External Protection			
--			--			
Equipment:			F00			
Code Name:			None			
Type:			Pipe External Protection			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			01			
Affiliation Name:			Facility Owner			
Affiliation Sub Type:			E			
Company:			WASHINGTON / WALTON CO LLC			
Contact Type:			MEMBER			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Contact Name:			MICHAEL P FALCONE			
Address:			333 WEST WASHINGTON ST			
Address2:						
City:			SYRACUSE			
State:			NY			
Zip Code:			13202			
Country Code:			001			
Phone:			(315) 471-2181			
Phone Ext:						
Email:						
Fax:						
Modified By:			KCKEMP			
Last Modified:			2009-06-11 16:39:58.81000000			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			07			
Affiliation Name:			Mail Contact			
Affiliation Sub Type:			NNN			
Company:			WASHINGTON / WALTON CO LLC			
Contact Type:						
Contact Name:			JED SCHNEIDER / MICHAEL P FALCONE			
Address:			250 SOUTH CLINTON ST			
Address2:						
City:			SYRACUSE			
State:			NY			
Zip Code:			13202			
Country Code:			001			
Phone:			(315) 471-2181			
Phone Ext:						
Email:						
Fax:						
Modified By:			KCKEMP			
Last Modified:			2009-06-11 16:39:58.81000000			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			04			
Affiliation Name:			On-Site Operator			
Affiliation Sub Type:			NNN			
Company:			WASHINGTON / WALTON CO LLC			
Contact Type:						
Contact Name:			JED SCHNEIDER			
Address:						
Address2:						
City:						
State:			NN			
Zip Code:						
Country Code:			001			
Phone:			(315) 471-2181			
Phone Ext:						
Email:						
Fax:						
Modified By:			KCKEMP			
Last Modified:			2009-06-07 14:36:10.08700000			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			11			
Affiliation Name:			Emergency Contact			
Affiliation Sub Type:			NNN			
Company:			WASHINGTON / WALTON CO LLC			
Contact Type:						
Contact Name:			JED SCHNEIDER			
Address:						
Address2:						
City:						
State:			NN			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Zip Code:						
Country Code:		001				
Phone:		(315) 471-2181				
Phone Ext:						
Email:						
Fax:						
Modified By:		KCKEMP				
Last Modified:		2009-06-07 14:36:10.087000000				
--						

54	1 of 1	SSE	0.15 / 790.49	398.16	KEY BANK OF NEW YORK 201 S. WARREN ST SYRACUSE NY 13202	AST
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Site ID:	46695	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Site Type:	Other	UTM X:	406284.46379
Program NO:	7-600256	UTM Y:	4766955.37030
Program Type:	Petroleum Bulk Storage Program		

Tank Information

--	--
Tank ID:	136492
Tank NO:	1
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground in Subterranean Vault w/ access for inspections
Tank Status:	Closed - Removed
Install Date:	
Capacity(gal):	4000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1994-08-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C03
Code Name:	Aboveground/Underground Combination
Type:	Pipe Location
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Equipment:		G03				
Code Name:		Vault (w/o access)				
Type:		Tank Secondary Containment				
--		--				
Equipment:		J02				
Code Name:		Suction Dispenser				
Type:		Dispenser				
--		--				
Equipment:		D10				
Code Name:		Copper				
Type:		Pipe Type				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		01				
Affiliation Name:		Facility Owner				
Affiliation Sub Type:		E				
Company:		KEY BANK OF NEW YORK				
Contact Type:						
Contact Name:						
Address:		201 S. WARREN ST.				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13202				
Country Code:		001				
Phone:		(315) 470-5151				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:48.403000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		07				
Affiliation Name:		Mail Contact				
Affiliation Sub Type:		NNN				
Company:		KEY BANK OF NEW YORK				
Contact Type:						
Contact Name:		MR. AL MONROE				
Address:		201 S. WARREN ST.				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13202				
Country Code:		001				
Phone:		(315) 470-5151				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:48.403000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		04				
Affiliation Name:		On-Site Operator				
Affiliation Sub Type:		NNN				
Company:		KEY BANK OF NEW YORK				
Contact Type:						
Contact Name:		AL MONROE				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Phone:		(315) 470-5151				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:48.403000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		KEY BANK OF NEW YORK				
Contact Type:						
Contact Name:		AL MONROE				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 470-5151				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:48.403000000				
--		--				

55	1 of 1	SSW	0.15 / 790.72	393.90	AT&T BLDG 250 S CLINTON ST SYRACUSE NY	LEAKING TANKS
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Site ID:	239109	DECREG:	7
Spill NO:	8901632	Lead DEC:	GREGG
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	196794	Source:	Commercial/Industrial
Program Type:	ER	Penalty:	No
UST Trust:	Yes	CID:	
Class:		Meets Std:	Yes
Spill Date:	1989-05-17 12:30:00	Water Body:	
Close Date:	1989-05-26 00:00:00	Rem Phase:	0
Update Date:	1989-07-13 00:00:00	Refer to:	
CAC Date:	1989-05-26 00:00:00	Reported By:	Affected Persons
Create Date:	1989-06-03 00:00:00	After Hours:	No
Received Date:	1989-05-17 14:45:00	County:	Onondaga
Latitude:	43.049153830	Inspection Date:	
Longitude:	-76.153630810		
Caller Remark:			

DEC Remark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	UNK
Spiller Address:	
Spiller City:	***UPDATE***
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Site ID:		239109				
Spill Number:		8901632				
OP Unit ID:		927653				
OU:		01				
Material ID:		449364				
Material Code:		0009				
Material NA:		gasoline				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:						
Recovered:		.00				
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		Yes				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

<u>56</u>	1 of 1	NNW	0.15 / 815.81	388.96	FRANKLIN SQUARE ASSOC 429N FRANKLIN ST SYRACUSE NY 132041415	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986903896
Current Site Name: FRANKLIN SQUARE ASSOC
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 4, CLINTON SQ, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 4, CLINTON SQ, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

Owner/Operator Information
Owner/Operator Indicator: CO
Owner/Operator Name: FRANKLIN SQUARE ASSOC
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
		P				
Owner/Operator Type:						
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		FRANKLIN SQUARE ASSOC				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		FRANKLIN SQUARE ASSOC				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Handler Information						
--		--				
Date Received:		20060101				
Facility Name:		FRANKLIN SQUARE ASSOC				
--		--				
Date Received:		19990708				
Facility Name:		FRANKLIN SQUARE ASSOC				
--		--				
Date Received:		20070101				
Facility Name:		FRANKLIN SQUARE ASSOC				
--		--				
Date Received:		19900608				
Facility Name:		FRANKLIN SQUARE ASSOC				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Violation/Evaluation Information						
--		--				

<u>57</u>	1 of 1	SSE	0.15 / 816.18	397.72	MERCHANTS BANK 216-220 S WARREN ST SYRACUSE NY 132021607	RCRA NON GEN
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County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD982728438
Current Site Name:	MERCHANTS BANK
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		216-220, S WARREN ST, , SYRACUSE, NY, 13202, US				
Contact Name:						
Contact Address:		216-220, S WARREN ST, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		MERCHANTS NATIONAL BANK				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		MERCHANTS NATIONAL BANK				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		MERCHANTS NATIONAL BANK				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Handler Information						
--		--				
Date Received:		20060101				
Facility Name:		MERCHANTS BANK				
--		--				
Date Received:		20070101				
Facility Name:		MERCHANTS BANK				
--		--				
Date Received:		19990708				
Facility Name:		MERCHANTS BANK				
--		--				
Date Received:		19890403				
Facility Name:		MERCHANTS BANK				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Violation/Evaluation Information						
--		--				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
58	1 of 15	WSW	0.17 / 908.64	400.01	NIMOSYR 300 ERIE BLVD WEST SYRACUSE NY	LEAKING TANKS
Site ID:		150027		DECREG:		7
Spill NO:		8710546		Lead DEC:		AJMARSCH
SWIS Code:		3415		Contr Factor:		Tank Test Failure
DER Fac ID:		327390		Source:		Commercial/Industrial
Program Type:		ER		Penalty:		No
UST Trust:		Yes		CID:		
Class:				Meets Std:		Yes
Spill Date:		1988-03-17 11:30:00		Water Body:		
Close Date:		1988-05-20 00:00:00		Rem Phase:		0
Update Date:		1988-06-02 00:00:00		Refer to:		
CAC Date:		1988-05-20 00:00:00		Reported By:		Responsible Party
Create Date:		1988-03-31 00:00:00		After Hours:		No
Received Date:		1988-03-17 11:56:00		County:		Onondaga
Latitude:		43.050989160		Inspection Date:		
Longitude:		-76.155580680				
Caller Remark:						
DEC Remark:						
Spiller Information						
--						
Spiller Name:		--				
Spiller Company:		NIAGARA MOHAWK				
Spiller Address:						
Spiller City:						
Spiller State:		NY				
Spiller Zip:						
Spiller Country:		999				
Contact Name:						
Contact Phone:						
Contact Ext.:						
--						
Material Information						
--						
Site ID:		150027				
Spill Number:		8710546				
OP Unit ID:		915453				
OU:		01				
Material ID:		462317				
Material Code:		0009				
Material NA:		gasoline				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:						
Recovered:		.00				
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		Yes				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--						

58	2 of 15	WSW	0.17 / 908.64	400.01	NMPC - ERIE BLVD COMPLEX	RCRA CESQG
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB	
					300 ERIE BLVD W SYRACUSE NY 13202		
					County Name: ONONDAGA County Code: NY067 EPA Handler ID: NYD006994735 Current Site Name: NMPC - ERIE BLVD COMPLEX Generator Status Universe: Conditionally Exempt Small Quantity Generator Land Type: Private Activity Location: NY TSD Activity: No Mixed Waste Generator: No Importer Activity: No Transporter Activity: No Transfer Facility: No Recycler Activity: No Onsite Burner Exemption: No Furnace Exemption: No Underground Inject Activity: No Rece Waste From Off Site: No Used Oil Transporter: Used Oil Transfer Facility: Used Oil Processor: Used Oil Refiner: Used Oil Burner: Used Oil Market Burner: Used Oil Spec Marketer: Mailing Address: Contact Name: 7437, HENRY CLAY BLVD HAZ WASTE, , LIVERPOOL, NY, 13088, US Contact Address: MICHAEL SONNELITTER 7437, HENRY CLAY BLVD HAZ WASTE, , LIVERPOOL, NY, 13088, US Contact Email: Location Street 2:		
					--		
					Owner/Operator Information		
					--		
					Owner/Operator Indicator: CO Owner/Operator Name: NIAGARA MOHAWK POWER CORP Owner/Operator Address: 300 ERIE BLVD W ENV AFF C-1 SYRACUSE NY US 13202 Owner/Operator Phone: 3154286670 Owner/Operator Type: P Date Became Current: Date Ended Current:		
					--		
					Owner/Operator Indicator: CP Owner/Operator Name: NIAGARA MOHAWK POWER CORP Owner/Operator Address: 300 ERIE BLVD W ENV AFF C-1 SYRACUSE NY US 13202 Owner/Operator Phone: 3154286670 Owner/Operator Type: P Date Became Current: Date Ended Current:		
					--		
					Owner/Operator Indicator: CO Owner/Operator Name: NIAGARA MOHAWK POWER CORP Owner/Operator Address: 300 ERIE BLVD W ENV AFF C-1 SYRACUSE NY 13202 Owner/Operator Phone: 3154286670 Owner/Operator Type: P Date Became Current: Date Ended Current:		
					--		
					NAICS Information		
					--		
					Naics Code: 22111 Naics Description: ELECTRIC POWER GENERATION		
					--		
					Naics Code: 2211 Naics Description: ELECTRIC POWER GENERATION, TRANSMISSION AND DISTRIBUTION		
					--		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Handler Information						
--		--				
Date Received:		19931222				
Facility Name:		NMPC - ERIE BLVD COMPLEX				
Classification:		Large Quantity Generator				
--		--				
Date Received:		19791231				
Facility Name:		NMPC - ERIE BLVD COMPLEX				
--		--				
Date Received:		19980220				
Facility Name:		NIAGARA MOHAWK POWER CORP				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20060101				
Facility Name:		NMPC - ERIE BLVD COMPLEX				
Classification:		Conditionally Exempt Small Quantity				
--		--				
Date Received:		20070101				
Facility Name:		NMPC - ERIE BLVD COMPLEX				
Classification:		Conditionally Exempt Small Quantity				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		X002				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
--		--				
Waste Code:		D009				
Waste:		MERCURY				
--		--				
Violation/Evaluation Information						
--		--				

58	3 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK - RTE 9W 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986931608
Current Site Name: NIAGARA MOHAWK - RTE 9W
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		300, ERIE BLVD W , , SYRACUSE, NY, 13202, US				
Contact Name:						
Contact Address:		300, ERIE BLVD W , , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--						
Owner/Operator Information						
--						
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--						
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--						
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--						
NAICS Information						
--						
Handler Information						
--						
Date Received:		19901128				
Facility Name:		NIAGARA MOHAWK - RTE 9W				
Classification:		Small Quantity Generator				
--						
Date Received:		19950419				
Facility Name:		NIAGARA MOHAWK - RTE 9W				
--						
Date Received:		20060101				
Facility Name:		NIAGARA MOHAWK - RTE 9W				
--						
Date Received:		20070101				
Facility Name:		NIAGARA MOHAWK - RTE 9W				
--						
Hazardous Waste Information						
--						
Waste Code:		NONE				
Waste:		DESCRIPTION				
--						
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
--						
Violation/Evaluation Information						
--						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
					300 ERIE BLVD W SYRACUSE NY 13202	
					County Name: NIAGARA	
					County Code: NY063	
					EPA Handler ID: NYD000329532	
					Current Site Name: NIAGARA MOHAWK LOCKPORT STATION	
					Generator Status Universe: No Report	
					Land Type:	
					Activity Location: NY	
					TSD Activity: No	
					Mixed Waste Generator: No	
					Importer Activity: No	
					Transporter Activity: No	
					Transfer Facility: No	
					Recycler Activity: No	
					Onsite Burner Exemption: No	
					Furnace Exemption: No	
					Underground Inject Activity: No	
					Rece Waste From Off Site: No	
					Used Oil Transporter:	
					Used Oil Transfer Facility:	
					Used Oil Processor:	
					Used Oil Refiner:	
					Used Oil Burner:	
					Used Oil Market Burner:	
					Used Oil Spec Marketer:	
					Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US	
					Contact Name:	
					Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US	
					Contact Email:	
					Location Street 2:	
					--	
					Owner/Operator Information	
					--	
					Owner/Operator Indicator: CO	
					Owner/Operator Name: NIAGARA MOHAWK POWER CORP	
					Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999	
					Owner/Operator Phone: 2125551212	
					Owner/Operator Type: P	
					Date Became Current:	
					Date Ended Current:	
					--	
					Owner/Operator Indicator: CP	
					Owner/Operator Name: NIAGARA MOHAWK POWER CORP	
					Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999	
					Owner/Operator Phone: 2125551212	
					Owner/Operator Type: P	
					Date Became Current:	
					Date Ended Current:	
					--	
					Owner/Operator Indicator: CO	
					Owner/Operator Name: NIAGARA MOHAWK POWER CORP	
					Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999	
					Owner/Operator Phone: 2125551212	
					Owner/Operator Type: P	
					Date Became Current:	
					Date Ended Current:	
					--	
					NAICS Information	
					--	
					Handler Information	
					--	
					Date Received: 19950321	
					Facility Name: NIAGARA MOHAWK LOCKPORT STATION	
					--	
					Date Received: 20060101	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Facility Name:		NIAGARA MOHAWK LOCKPORT STATION				
--		--				
Date Received:		20070101				
Facility Name:		NIAGARA MOHAWK LOCKPORT STATION				
--		--				
Date Received:		19860527				
Facility Name:		NIAGARA MOHAWK LOCKPORT STATION				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information		--				
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Waste Code:		NONE				
Waste:		DESCRIPTION				
--		--				
Violation/Evaluation Information		--				
--		--				

58	5 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986874683
Current Site Name: NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:
 --
Owner/Operator Information
 --
Owner/Operator Indicator: CO
Owner/Operator Name: NIAGARA MOHAWK POWER
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
 --

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NIAGARA MOHAWK POWER				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NIAGARA MOHAWK POWER				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Handler Information						
--		--				
Date Received:		19880901				
Facility Name:		NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20060101				
Facility Name:		NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA				
--		--				
Date Received:		20070101				
Facility Name:		NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA				
--		--				
Date Received:		19950413				
Facility Name:		NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		NONE				
Waste:		DESCRIPTION				
--		--				
Waste Code:		X002				
Waste:		DESCRIPTION				
--		--				
Violation/Evaluation Information						
--		--				

58	6 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986910677
Current Site Name: NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:			300, ERIE BLVD W, , SYRACUSE, NY, 13202, US			
Contact Name:						
Contact Address:			300, ERIE BLVD W, , SYRACUSE, NY, 13202, US			
Contact Email:						
Location Street 2:						
--						
Owner/Operator Information						
--						
Owner/Operator Indicator:			CO			
Owner/Operator Name:			NIAGARA MOHAWK POWER CORP			
Owner/Operator Address:			NOT REQUIRED NOT REQUIRED WY US 99999			
Owner/Operator Phone:			2125551212			
Owner/Operator Type:			P			
Date Became Current:						
Date Ended Current:						
--						
Owner/Operator Indicator:			CP			
Owner/Operator Name:			NIAGARA MOHAWK POWER CORP			
Owner/Operator Address:			NOT REQUIRED NOT REQUIRED WY US 99999			
Owner/Operator Phone:			2125551212			
Owner/Operator Type:			P			
Date Became Current:						
Date Ended Current:						
--						
Owner/Operator Indicator:			CO			
Owner/Operator Name:			NIAGARA MOHAWK POWER CORP			
Owner/Operator Address:			NOT REQUIRED NOT REQUIRED WY 99999			
Owner/Operator Phone:			2125551212			
Owner/Operator Type:			P			
Date Became Current:						
Date Ended Current:						
--						
NAICS Information						
--						
Handler Information						
--						
Date Received:			20070101			
Facility Name:			NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB			
--						
Date Received:			19950419			
Facility Name:			NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB			
--						
Date Received:			20060101			
Facility Name:			NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB			
--						
Date Received:			19900817			
Facility Name:			NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB			
Classification:			Large Quantity Generator			
--						
Hazardous Waste Information						
--						
Waste Code:			NONE			
Waste:			DESCRIPTION			
--						
Waste Code:			X002			
Waste:			DESCRIPTION			
--						
Violation/Evaluation Information						
--						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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58	7 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK - FEEDER DAM HYDRO STAT 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD982792137
Current Site Name: NIAGARA MOHAWK - FEEDER DAM HYDRO STAT
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--

Owner/Operator Information

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Owner/Operator Indicator: CP
Owner/Operator Name: NIAGARA MOHAWK POWER
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: NIAGARA MOHAWK POWER
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: NIAGARA MOHAWK POWER
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

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NAICS Information

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Handler Information

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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Date Received:		19950502				
Facility Name:		NIAGARA MOHAWK - FEEDER DAM HYDRO STAT				
--		--				
Date Received:		20060101				
Facility Name:		NIAGARA MOHAWK - FEEDER DAM HYDRO STAT				
--		--				
Date Received:		20070101				
Facility Name:		NIAGARA MOHAWK - FEEDER DAM HYDRO STAT				
--		--				
Date Received:		20021002				
Facility Name:		NIAGARA MOHAWK - FEEDER DAM HYDRO STAT				
--		--				
Date Received:		19890816				
Facility Name:		NIAGARA MOHAWK - FEEDER DAM HYDRO STAT				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information		--				
--		--				
Waste Code:		X002				
Waste:		DESCRIPTION				
--		--				
Violation/Evaluation Information		--				
--		--				

<u>58</u>	8 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK EAST UTICA SUBSTATION 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONEIDA
County Code: NY065
EPA Handler ID: NYD986872737
Current Site Name: NIAGARA MOHAWK EAST UTICA SUBSTATION
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:
 --
Owner/Operator Information
 --
Owner/Operator Indicator: CP
Owner/Operator Name: NIAGARA MOHAWK POWER CORP
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
		P				
Owner/Operator Type:						
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Handler Information						
--		--				
Date Received:		20070101				
Facility Name:		NIAGARA MOHAWK EAST UTICA SUBSTATION				
--		--				
Date Received:		19950413				
Facility Name:		NIAGARA MOHAWK EAST UTICA SUBSTATION				
--		--				
Date Received:		19880715				
Facility Name:		NIAGARA MOHAWK EAST UTICA SUBSTATION				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20060101				
Facility Name:		NIAGARA MOHAWK EAST UTICA SUBSTATION				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		NONE				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Violation/Evaluation Information						
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[58](#)

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WSW

0.17 / 908.64

400.01

NIAGARA MOHAWK SUGAR
ISLAND HYDRO SUB
300 ERIE BLVD W
SYRACUSE NY 13202

RCRA
NON GEN

County Name: ST LAWRENCE
County Code: NY089
EPA Handler ID: NYD982276537
Current Site Name: NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Onsite Burner Exemption:</i>		No				
<i>Furnace Exemption:</i>		No				
<i>Underground Inject Activity:</i>		No				
<i>Rece Waste From Off Site:</i>		No				
<i>Used Oil Transporter:</i>						
<i>Used Oil Transfer Facility:</i>						
<i>Used Oil Processor:</i>						
<i>Used Oil Refiner:</i>						
<i>Used Oil Burner:</i>						
<i>Used Oil Market Burner:</i>						
<i>Used Oil Spec Marketer:</i>						
<i>Mailing Address:</i>		300, ERIE BLVD W, , SYRACUSE, NY, 13202, US				
<i>Contact Name:</i>						
<i>Contact Address:</i>		300, ERIE BLVD W, , SYRACUSE, NY, 13202, US				
<i>Contact Email:</i>						
<i>Location Street 2:</i>						
--		--				
<i>Owner/Operator Information</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CO				
<i>Owner/Operator Name:</i>		NIAGARA MOHAWK POWER CORP				
<i>Owner/Operator Address:</i>		NOT REQUIRED NOT REQUIRED WY US 99999				
<i>Owner/Operator Phone:</i>		2125551212				
<i>Owner/Operator Type:</i>		P				
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CP				
<i>Owner/Operator Name:</i>		NIAGARA MOHAWK POWER CORP				
<i>Owner/Operator Address:</i>		NOT REQUIRED NOT REQUIRED WY US 99999				
<i>Owner/Operator Phone:</i>		2125551212				
<i>Owner/Operator Type:</i>		P				
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CO				
<i>Owner/Operator Name:</i>		NIAGARA MOHAWK POWER CORP				
<i>Owner/Operator Address:</i>		NOT REQUIRED NOT REQUIRED WY 99999				
<i>Owner/Operator Phone:</i>		2125551212				
<i>Owner/Operator Type:</i>		P				
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>NAICS Information</i>						
--		--				
<i>Handler Information</i>						
--		--				
<i>Date Received:</i>		20060101				
<i>Facility Name:</i>		NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB				
--		--				
<i>Date Received:</i>		20070101				
<i>Facility Name:</i>		NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB				
--		--				
<i>Date Received:</i>		19950425				
<i>Facility Name:</i>		NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB				
--		--				
<i>Date Received:</i>		19871005				
<i>Facility Name:</i>		NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB				
<i>Classification:</i>		Large Quantity Generator				
--		--				
<i>Hazardous Waste Information</i>						
--		--				
<i>Waste Code:</i>		D000				
<i>Waste:</i>		DESCRIPTION				
--		--				
<i>Waste Code:</i>		NONE				
<i>Waste:</i>		DESCRIPTION				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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Violation/Evaluation Information						
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58	10 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK BUFFALO STATION 3 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD982721268
Current Site Name: NIAGARA MOHAWK BUFFALO STATION 3
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--

Owner/Operator Information

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Owner/Operator Indicator: CO
Owner/Operator Name: NIAGARA MOHAWK POWER CORP
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: NIAGARA MOHAWK POWER CORP
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: NIAGARA MOHAWK POWER CORP
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
NAICS Information						
--						
Handler Information						
--						
Date Received:					20070101	
Facility Name:					NIAGARA MOHAWK BUFFALO STATION 3	
--						
Date Received:					19890123	
Facility Name:					NIAGARA MOHAWK BUFFALO STATION 3	
Classification:					Large Quantity Generator	
--						
Date Received:					19950427	
Facility Name:					NIAGARA MOHAWK BUFFALO STATION 3	
--						
Date Received:					20060101	
Facility Name:					NIAGARA MOHAWK BUFFALO STATION 3	
--						
Hazardous Waste Information						
--						
Waste Code:					D000	
Waste:					DESCRIPTION	
--						
Violation/Evaluation Information						
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58	11 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK BUFFALO STATION 1 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD982721276
Current Site Name: NIAGARA MOHAWK BUFFALO STATION 1
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:
 --
Owner/Operator Information
 --
Owner/Operator Indicator: CO
Owner/Operator Name: NIAGARA MOHAWK POWER CORP
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:		--				
NAICS Information		--				
Handler Information		--				
Date Received:		19890123				
Facility Name:		NIAGARA MOHAWK BUFFALO STATION 1				
Classification:		Large Quantity Generator				
Date Received:		20070101				
Facility Name:		NIAGARA MOHAWK BUFFALO STATION 1				
Date Received:		19950428				
Facility Name:		NIAGARA MOHAWK BUFFALO STATION 1				
Date Received:		20060101				
Facility Name:		NIAGARA MOHAWK BUFFALO STATION 1				
Hazardous Waste Information		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
Violation/Evaluation Information		--				

58	12 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK CHERRY VALLEY SUB 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN
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County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD982280612
Current Site Name:	NIAGARA MOHAWK CHERRY VALLEY SUB
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		300, ERIE BLVD W, , SYRACUSE, NY, 13202, US				
Contact Name:						
Contact Address:		300, ERIE BLVD W, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information		--				
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information		--				
--		--				
Naics Code:		22111				
Naics Description:		ELECTRIC POWER GENERATION				
--		--				
Naics Code:		2211				
Naics Description:		ELECTRIC POWER GENERATION, TRANSMISSION AND DISTRIBUTION				
--		--				
Handler Information		--				
--		--				
Date Received:		19950425				
Facility Name:		NIAGARA MOHAWK CHERRY VALLEY SUB				
--		--				
Date Received:		20060101				
Facility Name:		NIAGARA MOHAWK CHERRY VALLEY SUB				
--		--				
Date Received:		19871221				
Facility Name:		NIAGARA MOHAWK CHERRY VALLEY SUB				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20070101				
Facility Name:		NIAGARA MOHAWK CHERRY VALLEY SUB				
--		--				
Date Received:		19960315				
Facility Name:		NIAGARA MOHAWK POWER CORP				
Classification:		Large Quantity Generator				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		NONE				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Violation/Evaluation Information						
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58	13 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK GOLAH SUBSTATION 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD982532749
Current Site Name: NIAGARA MOHAWK GOLAH SUBSTATION
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

Owner/Operator Information
Owner/Operator Indicator: CP
Owner/Operator Name: NIAGARA MOHAWK POWER CORP
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current: 20010101
Date Ended Current:
Owner/Operator Indicator: CO
Owner/Operator Name: NIAGARA MOHAWK POWER CORP
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current: 20010101
Date Ended Current:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:		--				
Date Ended Current:		--				
NAICS Information		--				
Handler Information		--				
Date Received:		19880307				
Facility Name:		NIAGARA MOHAWK GOLAH SUBSTATION				
Classification:		Large Quantity Generator				
Date Received:		19950426				
Facility Name:		NIAGARA MOHAWK GOLAH SUBSTATION				
Date Received:		20070101				
Facility Name:		NIAGARA MOHAWK GOLAH SUBSTATION				
Date Received:		20060101				
Facility Name:		NIAGARA MOHAWK GOLAH SUBSTATION				
Hazardous Waste Information		--				
Violation/Evaluation Information		--				

[58](#) 14 of 15 WSW 0.17 / 908.64 400.01 **NM - Syracuse Erie Blvd. MGP
300 Erie Blvd West
Syracuse NY 13208-** SHWS

Site Code:	56354	Record Update:	2016-04-01 13:14:00
Site Class:	A	Updated By:	AMOMOROG
Program:	HW	County:	Onondaga
Hw Code:	734060	Region:	7
SWIS:	3415	Town:	Syracuse (c)
Acres:		Latitude:	43.051794550
Record Added:	1999-11-18 12:00:00	Longitude:	-76.157185590
Site Class Description:	Active		
Assess DOH:	Since the site is covered by asphalt, fill or site buildings, people will not come into contact with soil and groundwater contamination unless they dig below the surface. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination.		

DESCRIPTION:

Location: The NM-Erie Boulevard MGP Site is located in an urban area in the City of Syracuse, Onondaga County. The site is bounded by West Genesee Street to the north, North Franklin Street to the east and Erie Boulevard West to the south. The site is owned by Niagara Mohawk Power Corporation (NM), doing business as National Grid. Site Features: Onondaga Creek borders the site on the west. The seven acre former MGP site is within the 10 acre National Grid facility, consisting of five occupied office buildings. The remaining site area is covered with paved parking lots and roadways. Site access is restricted to the general public by perimeter fencing, locking gates, and an onsite security service. Current Zoning/Use(s): The site is zoned for commercial use. The site is occupied by five buildings comprising the National Grid Syracuse Office Complex. The immediate surrounding area is zoned for commercial and central business use. Past Use of the Site: The prior uses of the site include three mills (a salt mill, a saw mill, a linseed oil mill) and a tannery. The first manufactured gas plant (MGP) was constructed in 1849 and operated until the 1930s. During World War 1 (1917 to 1918) the plant produced toluol used for the manufacture of dynamite at another location. Site Geology and Hydrogeology: Fill material is present below the asphalt pavement surface cover and ranges in thickness from 3 to 28 feet. The fill unit is underlain by a clay/silt layer. This unit is discontinuous and ranges in thickness from 2 to 22 feet. A sand and gravel unit is encountered beneath the clay/silt layer at depths ranging from 6 to 30 feet below ground surface (bgs). The water table is generally encountered at a depth of approximately 20 feet bgs at the site and flows from south to north. The site is adjacent to Onondaga Creek, which is a losing stream at this location, meaning that water flows from the creek into groundwater. Groundwater is naturally very saline, which renders it unsuitable for potable purposes.

ASSESSMENT:

This section summarizes the assessment of existing and potential future environmental impacts presented by the site. Environmental impacts may include existing and potential future exposure pathways to fish and wildlife receptors, wetlands, groundwater resources, and surface water. Based upon the resources and pathways identified and the toxicity of the contaminants of ecological concern at this site, a Fish and Wildlife Resources Impact

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
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Analysis (FWRIA) was deemed not necessary. The specific VOCs of concern for the site are benzene, toluene, ethylbenzene, and xylenes. These are collectively referred to as BTEX in this document. SVOCs of concern are the polycyclic aromatic hydrocarbons (PAHs). Total PAH concentrations referred to in this document are the sum of individual PAH compounds. The inorganic contaminant of concern is cyanide in the form of iron-cyanide salts. Groundwater: The primary contaminants of concern related to MGP processes include benzene, toluene, ethylbenzene and xylenes (BTEX), polycyclic aromatic hydrocarbons (PAHs), and metals. Remedial investigations indicate a deep contaminated groundwater plume of BTEX and naphthalene, with past maximum concentrations of 20,700 ppb and 15,000 ppb respectively, flows off-site, under Onondaga Creek and toward the northwest and has migrated approximately 2,000 feet down gradient of the site. The prior high concentrations were found on-site near the former MGP structures, and have decreased over the years, with more recent levels of BTEX and naphthalene of 11,390 ppb and 2,800 ppb, respectively. Soil: Subsurface soil has been impacted primarily in the western part of the site in the vicinity of the former MGP operations. This area is largely covered by a parking lot and is limited to the on-site area. The lateral extent of MGP impacts to shallow groundwater is limited to the immediate vicinity of the former MGP structures. Coal tar was observed in several soil borings, and test pits located onsite, primarily in the western parking lot. However, there has been no accumulation of free-phase light or dense non-aqueous phase liquid (LNAPL or DNAPL) observed in any of the monitoring wells on-site or down gradient of the site. The upper 8 to 10 feet of soil is not impacted by coal tar as shown in most of the soil borings. Soil Vapor: As part of the Supplemental Remedial Investigation field investigations, soil vapor samples were collected from 30 sampling locations onsite. Several volatile organic compounds (VOCs), including BTEX and naphthalene, were identified in soil vapor samples collected from each sampling location. Overall, the VOC concentrations detected were relatively low, with the majority of the results ranging from non-detect to 10 micrograms per cubic meter (?g/m3). Sub-slab vapor and indoor air samples were collected to evaluate the vapor intrusion exposure pathway. While some VOCs were identified in the sub-slab vapor samples, MGP related VOCs were not identified in any of the indoor air samples at concentrations exceeding typical background indoor air values. Non-MGP related VOCs (methylene chloride and trichloroethylene) were identified at two indoor air sampling locations at concentrations slightly greater than typical background indoor air values, but the concentrations at those sampling locations were less than NYSDOH published air guideline values. The presence of methylene chloride and trichloroethylene in indoor air was attributed to operational use of products inside the buildings (not the former MGP). The results do not indicate a need for further investigation or remedial actions for this environmental media. Surface Water: Analysis of surface water samples collected from Onondaga Creek did not contain detectable levels of VOCs and SVOCs. While some metals were detected in the surface water samples, they were not attributable to the site. Cyanide was not detected in any of the surface water samples. Sediment: Sediment samples were collected from 26 locations in Onondaga Creek upstream, adjacent to, and downstream of the site, and analyzed for VOCs, SVOCs, inorganic constituents (including cyanide), PCBs, and pesticides. The analytical results indicate that VOCs were either not detected in sediment, or were detected at very low concentrations were low (1 ppb or less). SVOCs were identified upstream, adjacent to, and downstream of the site. The presence of PAHs in sediment samples upstream of the site and the heavily urbanized nature of the surrounding area indicated that there are current sources of PAHs impacting the creek sediments that are unrelated to the site. Cyanide compounds were not identified in any of the sediment samples. Certain metals and pesticides were detected in the sediment samples, but are unrelated to the site.

Materials

--
Site Code: 56354
HW Code: 734060
Waste Name: NAPHTHALENE
Waste Quantity: UNKNOWN
Waste Code:

Materials

--
Site Code: 56354
HW Code: 734060
Waste Name: COAL TAR
Waste Quantity: UNKNOWN
Waste Code:

Materials

--
Site Code: 56354
HW Code: 734060
Waste Name: benzene, toluene, ethylbenzene and xylenes (BTEX)
Waste Quantity: UNKNOWN
Waste Code:

Owner

--
Site Code: 56354
HW Code: 734060
Owner Op.: 19
Seq No.: 0000001
Sub Type: C04
Owner Name:
Owner Company: Onondaga County Public Library
Owner Street: 447 South Salina Street
Owner Street 2:
Owner City: Syracuse
Owner State: NY

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner Zip:		13202				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		56354				
HW Code:		734060				
Owner Op.:		19				
Seq No.:		0000002				
Sub Type:		B99				
Owner Name:		Diane Carlton				
Owner Company:		NYSDEC				
Owner Street:		615 Erie Blvd. West				
Owner Street 2:						
Owner City:		Syracuse				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		56354				
HW Code:		734060				
Owner Op.:		01				
Seq No.:		0000001				
Sub Type:		E				
Owner Name:		Mr. James Morgan				
Owner Company:		Niagara Mohawk Power Corporation, doing business as National Grid				
Owner Street:		300 Erie Blvd. West				
Owner Street 2:						
Owner City:		Syracuse				
Owner State:		NY				
Owner Zip:		13202				
Country:		United States of America				
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[58](#)

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WSW

0.17 / 908.64

400.01

NIAGARA MOHAWK POWER
CORP.
300 ERIE BLVD WEST
SYRACUSE NY 13202

UST

Site ID: 45815
 Site Status: Unregulated/Closed
 Program NO: 7-429899
 Program Type: Petroleum Bulk Storage Program
 Site Type: Unknown

Expiry: N/A
 County: Onondaga
 Utm X: 405887.72347
 Utm Y: 4767124.54163

Tank Information

--
 Tank ID: 134432
 Tank NO: 001
 Tank Model:
 Pipe Model:
 Tank Location: Underground
 Tank Status: Closed Prior to 03/1991
 Install Date: 1973-12-01 00:00:00
 Capacity(gal): 2000
 Tank Type: Steel/Carbon Steel/Iron
 Test Method: NN
 Date Tested:
 Next Test:
 Close Date:
 Register: True
 Modified By: TRANSLAT
 Last Modified: 2004-03-04 12:34:30.780000000
 --
 Material Code: 0009

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Material Name:			gasoline			
Percent:			100.00			
--			--			
Equipment:			J02			
Code Name:			Suction Dispenser			
Type:			Dispenser			
--			--			
Equipment:			D00			
Code Name:			No Piping			
Type:			Pipe Type			
--			--			
Equipment:			I00			
Code Name:			None			
Type:			Overfill			
--			--			
Equipment:			G00			
Code Name:			None			
Type:			Tank Secondary Containment			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			C00			
Code Name:			No Piping			
Type:			Pipe Location			
--			--			
Equipment:			B00			
Code Name:			None			
Type:			Tank External Protection			
--			--			
Equipment:			F00			
Code Name:			None			
Type:			Pipe External Protection			
--			--			
Equipment:			H00			
Code Name:			None			
Type:			Tank Leak Detection			
--			--			
Tank Information						
--			--			
Tank ID:			134433			
Tank NO:			002			
Tank Model:						
Pipe Model:						
Tank Location:			Underground			
Tank Status:			Closed Prior to 03/1991			
Install Date:			1973-12-01 00:00:00			
Capacity(gal):			2000			
Tank Type:			Steel/Carbon Steel/Iron			
Test Method:			NN			
Date Tested:						
Next Test:						
Close Date:						
Register:			True			
Modified By:			TRANSLAT			
Last Modified:			2004-03-04 12:34:30.780000000			
--			--			
Material Code:			0009			
Material Name:			gasoline			
Percent:			100.00			
--			--			
Equipment:			C00			
Code Name:			No Piping			
Type:			Pipe Location			
--			--			
Equipment:			A00			
Code Name:			None			

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Type:</i>					Tank Internal Protection	
--					--	
<i>Equipment:</i>					G00	
<i>Code Name:</i>					None	
<i>Type:</i>					Tank Secondary Containment	
--					--	
<i>Equipment:</i>					H00	
<i>Code Name:</i>					None	
<i>Type:</i>					Tank Leak Detection	
--					--	
<i>Equipment:</i>					I00	
<i>Code Name:</i>					None	
<i>Type:</i>					Overfill	
--					--	
<i>Equipment:</i>					D00	
<i>Code Name:</i>					No Piping	
<i>Type:</i>					Pipe Type	
--					--	
<i>Equipment:</i>					J02	
<i>Code Name:</i>					Suction Dispenser	
<i>Type:</i>					Dispenser	
--					--	
<i>Equipment:</i>					B00	
<i>Code Name:</i>					None	
<i>Type:</i>					Tank External Protection	
--					--	
<i>Equipment:</i>					F00	
<i>Code Name:</i>					None	
<i>Type:</i>					Pipe External Protection	
--					--	
Affiliation Information						
--					--	
<i>Affiliation Type:</i>					04	
<i>Affiliation Name:</i>					On-Site Operator	
<i>Affiliation Sub Type:</i>					NNN	
<i>Company:</i>					NIAGARA MOHAWK POWER CORP.	
<i>Contact Type:</i>						
<i>Contact Name:</i>					NIAGARA MOHAWK POWER CORP.	
<i>Address:</i>						
<i>Address2:</i>						
<i>City:</i>						
<i>State:</i>					NN	
<i>Zip Code:</i>						
<i>Country Code:</i>					001	
<i>Phone:</i>					(315) 474-1511	
<i>Phone Ext:</i>						
<i>Email:</i>						
<i>Fax:</i>						
<i>Modified By:</i>					TRANSLAT	
<i>Last Modified:</i>					2004-03-04 12:31:38.983000000	
--					--	
Affiliation Information						
--					--	
<i>Affiliation Type:</i>					11	
<i>Affiliation Name:</i>					Emergency Contact	
<i>Affiliation Sub Type:</i>					NNN	
<i>Company:</i>					NIAGAR MOHAWK POWER CORP.	
<i>Contact Type:</i>						
<i>Contact Name:</i>					ROBERT C. BOWES	
<i>Address:</i>						
<i>Address2:</i>						
<i>City:</i>						
<i>State:</i>					NN	
<i>Zip Code:</i>						
<i>Country Code:</i>					001	
<i>Phone:</i>					(315) 474-1511	
<i>Phone Ext:</i>						
<i>Email:</i>						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:			109, S WARREN ST, , SYRACUSE, NY, 13202, US			
Contact Name:			WARREN UNDERWOOD			
Contact Address:			109, S WARREN ST, , SYRACUSE, NY, 13202, US			
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information		--				
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154329106				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY 13202				
Owner/Operator Phone:		3154329106				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154329106				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information		--				
--		--				
Handler Information		--				
--		--				
Date Received:		20060101				
Facility Name:		NYS DOT BRIDGE BIN 105100A				
--		--				
Date Received:		19991217				
Facility Name:		NYS DOT BRIDGE BIN 105100A				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20070101				
Facility Name:		NYS DOT BRIDGE BIN 105100A				
--		--				
Hazardous Waste Information		--				
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information		--				
--		--				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
59	2 of 2	E	0.18 / 938.74	409.25	NYS DOT BRIDGE BIN 105095A I-690 WB CONN B OVER STATE ST SYRACUSE NY 13202	RCRA NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000082610
Current Site Name: NYSDOT BRIDGE BIN 105095A
Generator Status Universe: No Report
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name: WARREN UNDERWOOD
Contact Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--

Owner/Operator Information

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

NAICS Information

--

Handler Information

--

Date Received: 20060101
Facility Name: NYSDOT BRIDGE BIN 105095A

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Date Received:		20070101				
Facility Name:		NYSDOT BRIDGE BIN 105095A				
--		--				
Date Received:		19991217				
Facility Name:		NYSDOT BRIDGE BIN 105095A				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Violation/Evaluation Information						
--		--				

60	1 of 1	NE	0.19 / 981.53	454.27	ST JOSEPHS HOSP HEALTH 201 PROSPECT AVE SYRACUSE NY	LEAKING TANKS
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Site ID:	320693	DECREG:	7
Spill NO:	0306359	Lead DEC:	CFMANNES
SWIS Code:	3415	Contr Factor:	Tank Overfill
DER Fac ID:	258367	Source:	Institutional, Educational, Gov., Other
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	252
Class:	C3	Meets Std:	No
Spill Date:	2003-09-12 13:00:00	Water Body:	
Close Date:	2003-11-03 00:00:00	Rem Phase:	0
Update Date:	2003-11-05 00:00:00	Refer to:	
CAC Date:		Reported By:	Other
Create Date:	2003-09-16 00:00:00	After Hours:	No
Received Date:	2003-09-16 12:55:00	County:	Onondaga
Latitude:	43.053885250	Inspection Date:	
Longitude:	-76.147874580		
Caller Remark:			

DEC Remark:

Spiller Information

--

Spiller Name: JOHN MURRAY
Spiller Company: HUEBER CONSTRUCTION CO
Spiller Address: 201 PROSPECT AVE
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: JOHN MURRAY
Contact Phone: (215) 448-6514
Contact Ext.:

--

Material Information

--

Site ID: 320693
Spill Number: 0306359
OP Unit ID: 872918
OU: 01
Material ID: 503589
Material Code: 0008
Material NA: diesel
CAS NO:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Mat Family:		Petroleum				
Quantity:		15.00				
Units:		G				
Recovered:		15.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

61	1 of 2	S	0.20 / 1,035.98	391.23	SYRACUSE BARBER & BEAUTY SUPPLY, INC. 320 S. CLINTON ST CORNER OF CLINTON & WALTON SYRACUSE NY 13202	AST
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Site ID:	46986	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Site Type:	Other Wholesale/Retail Sales	UTM X:	406043.26581
Program NO:	7-600548	UTM Y:	4766848.94274
Program Type:	Petroleum Bulk Storage Program		

Tank Information

--	--
Tank ID:	138220
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground in Subterranean Vault w/ access for inspections
Tank Status:	Closed - In Place
Install Date:	
Capacity(gal):	2300
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1997-07-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location
--	--
Equipment:	D02
Code Name:	Galvanized Steel
Type:	Pipe Type
--	--
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
--		--				
Equipment:		H00				
Code Name:		None				
Type:		Tank Leak Detection				
--		--				
Equipment:		F00				
Code Name:		None				
Type:		Pipe External Protection				
--		--				
Equipment:		I04				
Code Name:		Product Level Gauge (A/G)				
Type:		Overfill				
--		--				
Equipment:		G03				
Code Name:		Vault (w/o access)				
Type:		Tank Secondary Containment				
--		--				
Equipment:		J02				
Code Name:		Suction Dispenser				
Type:		Dispenser				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		01				
Affiliation Name:		Facility Owner				
Affiliation Sub Type:		E				
Company:		320 CLINTON REALTY				
Contact Type:						
Contact Name:						
Address:		300 SCARBORO DR.				
Address2:						
City:		SOLVAY				
State:		NY				
Zip Code:		13209				
Country Code:		001				
Phone:		(315) 488-5303				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:51.513000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		07				
Affiliation Name:		Mail Contact				
Affiliation Sub Type:		NNN				
Company:		320 CLINTON REALTY				
Contact Type:						
Contact Name:		MS. RITA BONACCIO				
Address:		300 SCARBORO DR.				
Address2:						
City:		SOLVAY				
State:		NY				
Zip Code:		13209				
Country Code:		001				
Phone:		(315) 488-5303				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:51.513000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		04				
Affiliation Name:		On-Site Operator				
Affiliation Sub Type:		NNN				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Company:		SYRACUSE BARBER & BEAUTY SUPPLY, INC.				
Contact Type:						
Contact Name:		PATRICK CASSALLIA				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 422-5148				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:51.513000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		320 CLINTON REALTY				
Contact Type:						
Contact Name:		PATRICK CASSALLIA				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 425-0403				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:51.513000000				
--		--				

61	2 of 2	S	0.20 / 1,035.98	391.23	MARJON LLC 320 S CLINTON ST SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000053611
Current Site Name: MARJON LLC
Generator Status Universe: No Report
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 509, SEELY RD, , SYRACUSE, NY, 13224, US

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Contact Name:						
Contact Address:		509, SEELY RD, , SYRACUSE, NY, 13224, US				
Contact Email:						
Location Street 2:						
--						
Owner/Operator Information						
--						
Owner/Operator Indicator:		CP				
Owner/Operator Name:		MARJON LLC				
Owner/Operator Address:		509 SEELEY RD SYRACUSE NY US 13224				
Owner/Operator Phone:		3154454842				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--						
Owner/Operator Indicator:		CO				
Owner/Operator Name:		MARJON LLC				
Owner/Operator Address:		509 SEELEY RD SYRACUSE NY US 13224				
Owner/Operator Phone:		3154454842				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--						
Owner/Operator Indicator:		CO				
Owner/Operator Name:		MARJON LLC				
Owner/Operator Address:		509 SEELEY RD SYRACUSE NY 13224				
Owner/Operator Phone:		3154454842				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--						
NAICS Information						
--						
Handler Information						
--						
Date Received:		19990714				
Facility Name:		MARJON LLC				
Classification:		Small Quantity Generator				
--						
Date Received:		19980414				
Facility Name:		MARJON LLC				
Classification:		Large Quantity Generator				
--						
Date Received:		20070101				
Facility Name:		MARJON LLC				
--						
Date Received:		20060101				
Facility Name:		MARJON LLC				
--						
Hazardous Waste Information						
--						
Waste Code:		D008				
Waste:		LEAD				
--						
Violation/Evaluation Information						
--						

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1 of 1

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1,038.99

396.16

NIAGARA MOHAWK A NATIONAL
GRID CO
WARREN & FAYETTE ST
SYRACUSE NY 13202

RCRA
NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYP000970202

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Current Site Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
Generator Status Universe:		No Report				
Land Type:						
Activity Location:		NY				
TSD Activity:		No				
Mixed Waste Generator:		No				
Importer Activity:		No				
Transporter Activity:		No				
Transfer Facility:		No				
Recycler Activity:		No				
Onsite Burner Exemption:		No				
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		300, ERIE BLVD W, , SYRACUSE, NY, 13202, US				
Contact Name:		MARGARET M CARD				
Contact Address:		300, ERIE BLVD W, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information						
--		--				
NAICS Information						
--		--				
Handler Information						
--		--				
Date Received:		20140107				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20140430				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		B002				
Waste:						
--		--				
Waste Code:		B007				
Waste:						
--		--				
Violation/Evaluation Information						
--		--				

[63](#)

1 of 1

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0.20 /
1,044.77

393.15

RITE AID #546
301 SOUTH SALINA STREET
SYRACUSE NY 13202

RCRA LQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986887040
Current Site Name: RITE AID #546
Generator Status Universe: Large Quantity Generator
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Transporter Activity:		No				
Transfer Facility:		No				
Recycler Activity:		No				
Onsite Burner Exemption:		No				
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		30, HUNTER LANE, , CAMP HILL, PA, 17011, US				
Contact Name:		DAVID W CROZIER				
Contact Address:		30, HUNTER LANE, , CAMP HILL, PA, 17011, US				
Contact Email:		EHS@RITEAID.COM				
Location Street 2:						
--		--				
Owner/Operator Information		--				
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		RITE AID OF NEW YORK, INC.				
Owner/Operator Address:		30 HUNTER LANE CAMP HILL PA US 17011				
Owner/Operator Phone:						
Owner/Operator Type:		P				
Date Became Current:		19881211				
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		RITE AID OF NEW YORK INC				
Owner/Operator Address:		30 HUNTER LANE CAMP HILL US 17011				
Owner/Operator Phone:		7179758643				
Owner/Operator Type:		P				
Date Became Current:		19790213				
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		RITE AID OF NEW YORK INC				
Owner/Operator Address:		US				
Owner/Operator Phone:						
Owner/Operator Type:		P				
Date Became Current:		19881211				
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		RITE AID CORP				
Owner/Operator Address:		30 HUNTER LANE CAMP HILL PA US 17011				
Owner/Operator Phone:		7177612633				
Owner/Operator Type:		P				
Date Became Current:		19881211				
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		RITE AID OF NEW YORK, INC.				
Owner/Operator Address:		30 HUNTER LANE CAMP HILL PA US 17011				
Owner/Operator Phone:		7179758643				
Owner/Operator Type:		P				
Date Became Current:		19790213				
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		RITE AID CORP				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CP				
<i>Owner/Operator Name:</i>		RITE AID CORP				
<i>Owner/Operator Address:</i>		NOT REQUIRED	NOT REQUIRED	WY	US 99999	
<i>Owner/Operator Phone:</i>		2125551212				
<i>Owner/Operator Type:</i>		P				
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CP				
<i>Owner/Operator Name:</i>		RITE AID CORP				
<i>Owner/Operator Address:</i>		US				
<i>Owner/Operator Phone:</i>						
<i>Owner/Operator Type:</i>		P				
<i>Date Became Current:</i>		19881211				
<i>Date Ended Current:</i>						
--		--				
<i>Owner/Operator Indicator:</i>		CO				
<i>Owner/Operator Name:</i>		RITE AID CORP				
<i>Owner/Operator Address:</i>		NOT REQUIRED	NOT REQUIRED	WY	99999	
<i>Owner/Operator Phone:</i>		2125551212				
<i>Owner/Operator Type:</i>		P				
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--		--				
<i>NAICS Information</i>						
--		--				
<i>Naics Code:</i>		44611				
<i>Naics Description:</i>		PHARMACIES AND DRUG STORES				
--		--				
<i>Naics Code:</i>		446110				
<i>Naics Description:</i>		PHARMACIES AND DRUG STORES				
--		--				
<i>Handler Information</i>						
--		--				
<i>Date Received:</i>		19900131				
<i>Facility Name:</i>		RITE AID PHARMACY #546				
--		--				
<i>Date Received:</i>		20151120				
<i>Facility Name:</i>		RITE AID #546				
<i>Classification:</i>		Conditionally Exempt Small Quantity				
--		--				
<i>Date Received:</i>		20160212				
<i>Facility Name:</i>		RITE AID #546				
<i>Classification:</i>		Large Quantity Generator				
--		--				
<i>Date Received:</i>		20070101				
<i>Facility Name:</i>		RITE AID PHARMACY #546				
--		--				
<i>Date Received:</i>		20060101				
<i>Facility Name:</i>		RITE AID PHARMACY #546				
--		--				
<i>Date Received:</i>		20111104				
<i>Facility Name:</i>		RITE AID #546				
<i>Classification:</i>		Conditionally Exempt Small Quantity				
--		--				
<i>Date Received:</i>		20150908				
<i>Facility Name:</i>		RITE AID #546				
<i>Classification:</i>		Large Quantity Generator				
--		--				
<i>Hazardous Waste Information</i>						
--		--				
<i>Waste Code:</i>		D007				
<i>Waste:</i>		CHROMIUM				
--		--				
<i>Waste Code:</i>		D004				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Waste:		ARSENIC				
--		--				
Waste Code:		U044				
Waste:		CHLOROFORM (OR) METHANE, TRICHLORO-				
--		--				
Waste Code:		D022				
Waste:		CHLOROFORM				
--		--				
Waste Code:		U122				
Waste:		FORMALDEHYDE				
--		--				
Waste Code:		D010				
Waste:		SELENIUM				
--		--				
Waste Code:		D024				
Waste:		M-CRESOL				
--		--				
Waste Code:		U188				
Waste:		PHENOL				
--		--				
Waste Code:		U201				
Waste:		1,3-BENZENEDIOL (OR) RESORCINOL				
--		--				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
--		--				
Waste Code:		P106				
Waste:		SODIUM CYANIDE (OR) SODIUM CYANIDE NA(CN)				
--		--				
Waste Code:		D002				
Waste:		CORROSIVE WASTE				
--		--				
Waste Code:		D026				
Waste:		CRESOL				
--		--				
Waste Code:		P075				
Waste:		NICOTINE, & SALTS (OR) PYRIDINE, 3-(1-METHYL-2-PYRROLIDINYL)-,(S)-, & SALTS				
--		--				
Waste Code:		P098				
Waste:		POTASSIUM CYANIDE (OR) POTASSIUM CYANIDE K(CN)				
--		--				
Waste Code:		P001				
Waste:		2H-1-BENZOPYRAN-2-ONE, 4-HYDROXY-3-(3-OXO-1-PHENYLBUTYL)-, & SALTS, WHEN PRESENT AT CONCENTRATIONS GREATER THAN 0.3% (OR) WARFARIN, & SALTS, WHEN PRESENT AT CONCENTRATIONS GREATER THAN 0.3%				
--		--				
Waste Code:		D009				
Waste:		MERCURY				
--		--				
Waste Code:		U279				
Waste:		CARBARYL (OR) 1-NAPHTHALENOL, METHYLCARBAMATE				
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D011				
Waste:		SILVER				
--		--				
Violation/Evaluation Information						
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NNW

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432 North Franklin Street
432 North Franklin Street
Syracuse NY 13201

BROWNFIELDS

Site Code:

58698

Region:

7

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Site Class:	C				Town: Syracuse (c)	
Program:	BCP				Record Added: 2004-03-02 13:04:00	
HW Code:	C734089				Record Update: 2016-05-27 08:56:00	
SWIS:	3415				Updated By: HDWARNER	
Acres:	1.970				Latitude: 43.056064200	
County:	Onondaga				Longitude: -76.155170330	

Site Class Desc: Completed
Assess DOH: Prior investigations identified soil and groundwater contaminated with volatile organic compounds, semivolatile organic compounds, and lead. Remediation of the site included excavation and removal of lead-contaminated soil and two underground storage tanks and associated impacted soils. The on-site building, pavement, and placement of an impervious clay cap in select areas will minimize the potential for human exposure to residual soil contaminants. An environmental easement in place imposes several institutional and engineering controls, including restricting site use to commercial and/or industrial purposes and prohibiting the use of groundwater as a source of potable or process water. A sub-slab depressurization system was installed beneath the on-site building to minimize human exposures through soil vapor intrusion. Exposures to contaminants in groundwater are not expected since the area is served by a municipal water supply. A soils management plan will be utilized when completing any future ground intrusive work (i.e., utility and/or soil excavation).

DESCRIPTION:

This site transitioned into the Brownfield Cleanup Program from the Voluntary Cleanup Program (formerly Site # V00588). The site is located in a mixed residential, commercial and industrial land use area. Commercial properties are located to the south. It is bordered on the east, west and north by North Clinton Street, Franklin Street and Genant Street, respectively. The site is about two acres in size. The site building is primarily slab-on-grade construction except the three-story portion which has a basement one level deep. The building is open timber frame with a brick facade. It has been used in the past for various small manufacturing processes. The remaining land is paved except for a small strip along Franklin Street and the northeast corner which are weed covered. Several underground storage tanks (USTs) were present including two fuel oil USTs, one gasoline UST which likely contained leaded gasoline and a waste oil UST. Probable causes of contamination are storage and handling of fuels and solvents associated with a metal foundry, plastics injecting molding and metal stamping operations. The soil and groundwater has been contaminated by VOCs, SVOCs and heavy metals, most notably lead. A Remedial Investigation has been completed and a Remedial Action has been implemented. Various areas of contaminated soil have been removed, including the gasoline and waste oil USTs. The two fuel oil USTs were cleaned and closed in place. A sub-slab depressurization system has been installed beneath the building. A Final Engineering Report and OM&M Plan were received on 12/12/06. An Environmental Easement was filed on 12/6/06, and a Certificate of Completion was issued on 12/29/06. The project is currently in the site management phase, which includes maintenance of the cap and sub-slab depressurization system.

ASSESSMENT:

A Remedial Investigation has been performed. Identified contaminants of concern include lead, VOCs and PAHs. Contaminated media include soil and groundwater. The selected remedial action included the removal of a limited amount of contaminated soil, installation of a sub-slab depressurization system beneath the building and installation of an impervious clay cap over the remaining areas of concern. Remediation was 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.

Materials	
--	--
Site Code:	58698
HW Code:	C734089
Waste Name:	BENZO(A)ANTHRACENE
Waste Quantity:	UNKNOWN
Waste Code:	--
--	--
Materials	
--	--
Site Code:	58698
HW Code:	C734089
Waste Name:	TRICHLOROETHENE (TCE)
Waste Quantity:	UNKNOWN
Waste Code:	--
--	--
Materials	
--	--
Site Code:	58698
HW Code:	C734089
Waste Name:	BENZO(A)PYRENE
Waste Quantity:	UNKNOWN
Waste Code:	--
--	--
Materials	
--	--
Site Code:	58698

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
HW Code:			C734089			
Waste Name:			Chrysene			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			58698			
HW Code:			C734089			
Waste Name:			METHYLENE CHLORIDE			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			58698			
HW Code:			C734089			
Waste Name:			BENZ(A)ANTHRACENE			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			58698			
HW Code:			C734089			
Waste Name:			DIBENZ[A,H]ANTHRACENE			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			58698			
HW Code:			C734089			
Waste Name:			XYLENE (MIXED)			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			58698			
HW Code:			C734089			
Waste Name:			BENZO[K]FLUORANTHENE			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			58698			
HW Code:			C734089			
Waste Name:			BENZO(B)FLUORANTHENE			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Owner						
--			--			
Site Code:			58698			
HW Code:			C734089			
Owner Op.:			01			
Seq No.:			0000001			
Sub Type:			E			
Owner Name:			C/O ROBERT MEDINA			
Owner Company:			432 NORTH FRANKLIN PROPERTIES			
Owner Street:			221 WEST DIVISION STREET			
Owner Street 2:						
Owner City:			SYRACUSE			
Owner State:			NY			
Owner Zip:			13204			
Country:			United States of America			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Owner						
--		--				
Site Code:		58698				
HW Code:		C734089				
Owner Op.:		06				
Seq No.:		0000003				
Sub Type:		06				
Owner Name:						
Owner Company:		432 NORTH FRANKLIN PROPERTIES, LLC				
Owner Street:		221 WEST DIVISION STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		58698				
HW Code:		C734089				
Owner Op.:		06				
Seq No.:		0000002				
Sub Type:		09				
Owner Name:		DOUGLAS SOUTHERLAND				
Owner Company:		FRANKLIN PROPERTIES, LLC				
Owner Street:		221 WEST DIVISION STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
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64	2 of 4	NNW	0.20 / 1,068.95	385.99	432 North Franklin Street 432 North Franklin Street Syracuse NY 13201	NY ENG
Site Code:	58698				Region: 7	
HW Code:	C734089				Town: Syracuse (c)	
Control Type:	ENG				Latitude: 43.056064200	
County:	Onondaga				Longitude: -76.155170330	
Materials						
--		--				
Site Code:	58698					
HW Code:	C734089					
Waste Name:	BENZO(A)ANTHRACENE					
Waste Quantity:	UNKNOWN					
Waste Code:						
--		--				
Materials						
--		--				
Site Code:	58698					
HW Code:	C734089					
Waste Name:	TRICHLOROETHENE (TCE)					
Waste Quantity:	UNKNOWN					
Waste Code:						
--		--				
Materials						
--		--				
Site Code:	58698					
HW Code:	C734089					
Waste Name:	BENZO(A)PYRENE					
Waste Quantity:	UNKNOWN					
Waste Code:						
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<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Materials</i>						
--		--				
<i>Site Code:</i>			58698			
<i>HW Code:</i>			C734089			
<i>Waste Name:</i>			Chrysene			
<i>Waste Quantity:</i>			UNKNOWN			
<i>Waste Code:</i>						
--		--				
<i>Materials</i>						
--		--				
<i>Site Code:</i>			58698			
<i>HW Code:</i>			C734089			
<i>Waste Name:</i>			METHYLENE CHLORIDE			
<i>Waste Quantity:</i>			UNKNOWN			
<i>Waste Code:</i>						
--		--				
<i>Materials</i>						
--		--				
<i>Site Code:</i>			58698			
<i>HW Code:</i>			C734089			
<i>Waste Name:</i>			BENZ(A)ANTHRACENE			
<i>Waste Quantity:</i>			UNKNOWN			
<i>Waste Code:</i>						
--		--				
<i>Materials</i>						
--		--				
<i>Site Code:</i>			58698			
<i>HW Code:</i>			C734089			
<i>Waste Name:</i>			DIBENZ[A,H]ANTHRACENE			
<i>Waste Quantity:</i>			UNKNOWN			
<i>Waste Code:</i>						
--		--				
<i>Materials</i>						
--		--				
<i>Site Code:</i>			58698			
<i>HW Code:</i>			C734089			
<i>Waste Name:</i>			XYLENE (MIXED)			
<i>Waste Quantity:</i>			UNKNOWN			
<i>Waste Code:</i>						
--		--				
<i>Materials</i>						
--		--				
<i>Site Code:</i>			58698			
<i>HW Code:</i>			C734089			
<i>Waste Name:</i>			BENZO[K]FLUORANTHENE			
<i>Waste Quantity:</i>			UNKNOWN			
<i>Waste Code:</i>						
--		--				
<i>Materials</i>						
--		--				
<i>Site Code:</i>			58698			
<i>HW Code:</i>			C734089			
<i>Waste Name:</i>			BENZO(B)FLUORANTHENE			
<i>Waste Quantity:</i>			UNKNOWN			
<i>Waste Code:</i>						
--		--				
<i>Controls</i>						
--		--				
<i>Control Code:</i>			15			
<i>Control Name:</i>			Cover System			
<i>In Place Date:</i>			12/12/2006			
<i>Record Added Date:</i>			1/9/2007 3:35:00 PM			
<i>Record Updated Date:</i>			1/21/2016 2:50:51 PM			
<i>Updated By:</i>			SLEDWARD			
--		--				
<i>Controls</i>						
--		--				
<i>Control Code:</i>			18			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Control Name:		Subsurface Barriers				
In Place Date:		12/12/2006				
Record Added Date:		1/9/2007 3:35:00 PM				
Record Updated Date:		1/21/2016 2:50:51 PM				
Updated By:		SLEDWARD				
--		--				
Controls						
--		--				
Control Code:		13				
Control Name:		Vapor Mitigation				
In Place Date:		12/12/2006				
Record Added Date:		1/9/2007 3:35:00 PM				
Record Updated Date:		1/21/2016 2:50:51 PM				
Updated By:		SLEDWARD				
--		--				
Owner						
--		--				
Site Code:		58698				
HW Code:		C734089				
Owner Op.:		01				
Seq No.:		0000001				
Sub Type:		E				
Owner Name:		C/O ROBERT MEDINA				
Owner Company:		432 NORTH FRANKLIN PROPERTIES				
Owner Street:		221 WEST DIVISION STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		58698				
HW Code:		C734089				
Owner Op.:		06				
Seq No.:		0000003				
Sub Type:		06				
Owner Name:						
Owner Company:		432 NORTH FRANKLIN PROPERTIES, LLC				
Owner Street:		221 WEST DIVISION STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		58698				
HW Code:		C734089				
Owner Op.:		06				
Seq No.:		0000002				
Sub Type:		09				
Owner Name:		DOUGLAS SOUTHERLAND				
Owner Company:		FRANKLIN PROPERTIES, LLC				
Owner Street:		221 WEST DIVISION STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
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NNW

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432 North Franklin Street
432 North Franklin Street
Syracuse NY 13201

NY INST

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Site Code:	58698				Region: 7	
HW Code:	C734089				Town: Syracuse (c)	
Control Type:	INST				Latitude: 43.056064200	
County:	Onondaga				Longitude: -76.155170330	
Materials						
--	--	--	--	--	--	--
Site Code:	58698					
HW Code:	C734089					
Waste Name:	BENZO(A)ANTHRACENE					
Waste Quantity:	UNKNOWN					
Waste Code:						
--	--	--	--	--	--	--
Materials						
--	--	--	--	--	--	--
Site Code:	58698					
HW Code:	C734089					
Waste Name:	TRICHLOROETHENE (TCE)					
Waste Quantity:	UNKNOWN					
Waste Code:						
--	--	--	--	--	--	--
Materials						
--	--	--	--	--	--	--
Site Code:	58698					
HW Code:	C734089					
Waste Name:	BENZO(A)PYRENE					
Waste Quantity:	UNKNOWN					
Waste Code:						
--	--	--	--	--	--	--
Materials						
--	--	--	--	--	--	--
Site Code:	58698					
HW Code:	C734089					
Waste Name:	Chrysene					
Waste Quantity:	UNKNOWN					
Waste Code:						
--	--	--	--	--	--	--
Materials						
--	--	--	--	--	--	--
Site Code:	58698					
HW Code:	C734089					
Waste Name:	METHYLENE CHLORIDE					
Waste Quantity:	UNKNOWN					
Waste Code:						
--	--	--	--	--	--	--
Materials						
--	--	--	--	--	--	--
Site Code:	58698					
HW Code:	C734089					
Waste Name:	BENZ(A)ANTHRACENE					
Waste Quantity:	UNKNOWN					
Waste Code:						
--	--	--	--	--	--	--
Materials						
--	--	--	--	--	--	--
Site Code:	58698					
HW Code:	C734089					
Waste Name:	DIBENZ[A,H]ANTHRACENE					
Waste Quantity:	UNKNOWN					
Waste Code:						
--	--	--	--	--	--	--
Materials						
--	--	--	--	--	--	--
Site Code:	58698					
HW Code:	C734089					
Waste Name:	XYLENE (MIXED)					
Waste Quantity:	UNKNOWN					

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Waste Code:						
--		--				
Materials						
--		--				
Site Code:		58698				
HW Code:		C734089				
Waste Name:		BENZO[K]FLUORANTHENE				
Waste Quantity:		UNKNOWN				
Waste Code:						
--		--				
Materials						
--		--				
Site Code:		58698				
HW Code:		C734089				
Waste Name:		BENZO(B)FLUORANTHENE				
Waste Quantity:		UNKNOWN				
Waste Code:						
--		--				
Controls						
--		--				
Control Code:		J				
Control Name:		Environmental Easement				
In Place Date:		12/12/2006				
Record Added Date:		1/9/2007 3:35:00 PM				
Record Updated Date:		1/21/2016 2:50:51 PM				
Updated By:		SLEDWARD				
--		--				
Controls						
--		--				
Control Code:		14				
Control Name:		Soil Management Plan				
In Place Date:		12/12/2006				
Record Added Date:		1/9/2007 3:35:00 PM				
Record Updated Date:		1/21/2016 2:50:51 PM				
Updated By:		SLEDWARD				
--		--				
Controls						
--		--				
Control Code:		08				
Control Name:		Ground Water Use Restriction				
In Place Date:		12/12/2006				
Record Added Date:		1/9/2007 3:35:00 PM				
Record Updated Date:		1/21/2016 2:50:51 PM				
Updated By:		SLEDWARD				
--		--				
Controls						
--		--				
Control Code:		33				
Control Name:		O&M Plan				
In Place Date:		12/12/2006				
Record Added Date:		1/9/2007 3:35:00 PM				
Record Updated Date:		1/21/2016 2:50:51 PM				
Updated By:		SLEDWARD				
--		--				
Owner						
--		--				
Site Code:		58698				
HW Code:		C734089				
Owner Op.:		01				
Seq No.:		0000001				
Sub Type:		E				
Owner Name:		C/O ROBERT MEDINA				
Owner Company:		432 NORTH FRANKLIN PROPERTIES				
Owner Street:		221 WEST DIVISION STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13204				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Country:		United States of America				
--		--				
Owner		--				
--		--				
Site Code:		58698				
HW Code:		C734089				
Owner Op.:		06				
Seq No.:		0000003				
Sub Type:		06				
Owner Name:						
Owner Company:		432 NORTH FRANKLIN PROPERTIES, LLC				
Owner Street:		221 WEST DIVISION STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
--		--				
Owner		--				
--		--				
Site Code:		58698				
HW Code:		C734089				
Owner Op.:		06				
Seq No.:		0000002				
Sub Type:		09				
Owner Name:		DOUGLAS SOUTHERLAND				
Owner Company:		FRANKLIN PROPERTIES, LLC				
Owner Street:		221 WEST DIVISION STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
--		--				

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4 of 4

NNW

0.20 /
1,068.95

385.99

432 North Franklin Street
432 North Franklin Street
Syracuse NY 13204-

VCP

Site Code: 58891
Site Class: N
Program: VCP
HW Code: V00588
SWIS: 3415
Acres:
Region: 7

Record Added: 2002-06-04 12:59:00
Record Update: 2008-07-08 12:07:00
Updated By: cscuiptyl
County: Onondaga
Town: Syracuse (c)
Latitude: 43.056070640
Longitude: -76.155188500

Site Class Description:
Assess DOH:
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.

ASSESSMENT:**Owner**

--
Site Code: 58891
HW Code: V00588
Owner Op.: 01
Seq No.: 0000000
Sub Type: ZZZ
Owner Name: C/O ROBERT BALDWIN, ESQ.

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner Company:		ESTATE OF JOHN MARSELLUS				
Owner Street:		100 CLINTON SQUARE, 126 N. SALINA ST				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13202				
Country:		United States of America				
--		--				
Owner		--				
--		--				
Site Code:		58891				
HW Code:		V00588				
Owner Op.:		06				
Seq No.:		0000000				
Sub Type:		ZZZ				
Owner Name:						
Owner Company:		FRANKLIN PROPERTIES, LLC				
Owner Street:		221 WEST DIVISION STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
--		--				

65	1 of 1	E	0.21 / 1,098.53	417.29	NIAGARA MOHAWK A NATIONAL GRID CO 454 JAMES ST VAULT N4779 SYRACUSE NY 1323	RCRA NON GEN
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County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000970608
Current Site Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	LENNY DELVECCHIO
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	--
--	--
NAICS Information	--
--	--
Handler Information	--
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Date Received:		20141210				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
--		--				
Date Received:		20140506				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information		--				
--		--				
Waste Code:		B007				
Waste:		--				
--		--				
Violation/Evaluation Information		--				
--		--				

66	1 of 1	N	0.21 / 1,116.28	397.10	NYS DOT BIN 1031570 I 81 UNDER BUTTERNUT ST SYRACUSE NY 13208	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD987027414
Current Site Name: NYSDOT BIN 1031570
Generator Status Universe: No Report
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: I 81 UNDER BUTTERNUT ST, , SYRACUSE, NY, 13208, US
Contact Name: TERRY KIRWAN SR
Contact Address: I 81 UNDER BUTTERNUT ST, , SYRACUSE, NY, 13208, US
Contact Email:
Location Street 2:

--
Owner/Operator Information
--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone: 3154284400
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154284400
Owner/Operator Type: S
Date Became Current:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NYSDOT				
Owner/Operator Address:		333 E WASHINGTON ST	SYRACUSE NY US	13202		
Owner/Operator Phone:		3154284400				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:		--				
NAICS Information		--				
Handler Information		--				
Date Received:		20060101				
Facility Name:		NYSDOT BIN 1031570				
Date Received:		20070101				
Facility Name:		NYSDOT BIN 1031570				
Date Received:		19930202				
Facility Name:		NYSDOT BIN 1031570				
Hazardous Waste Information		--				
Waste Code:		D008				
Waste:		LEAD				
Violation/Evaluation Information		--				

67	1 of 1	NNW	0.21 / 1,126.77	385.47	FELDMAN-MONDLICK, INC. 441 N. FRANKLIN ST SYRACUSE NY 13204	UST
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Site ID:	46235	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program NO:	7-464996	Utm X:	405853.32636
Program Type:	Petroleum Bulk Storage Program	Utm Y:	4767726.02594
Site Type:	Unknown		

Tank Information

Tank ID:	133295
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	1973-07-01 00:00:00
Capacity(gal):	3000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1990-11-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
Material Code:	0009
Material Name:	gasoline
Percent:	100.00
Equipment:	J02
Code Name:	Suction Dispenser

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Type:</i>					Dispenser	
--					--	
<i>Equipment:</i>					B00	
<i>Code Name:</i>					None	
<i>Type:</i>					Tank External Protection	
--					--	
<i>Equipment:</i>					F00	
<i>Code Name:</i>					None	
<i>Type:</i>					Pipe External Protection	
--					--	
<i>Equipment:</i>					C00	
<i>Code Name:</i>					No Piping	
<i>Type:</i>					Pipe Location	
--					--	
<i>Equipment:</i>					A00	
<i>Code Name:</i>					None	
<i>Type:</i>					Tank Internal Protection	
--					--	
<i>Equipment:</i>					G00	
<i>Code Name:</i>					None	
<i>Type:</i>					Tank Secondary Containment	
--					--	
<i>Equipment:</i>					I00	
<i>Code Name:</i>					None	
<i>Type:</i>					Overfill	
--					--	
<i>Equipment:</i>					H00	
<i>Code Name:</i>					None	
<i>Type:</i>					Tank Leak Detection	
--					--	
<i>Equipment:</i>					D02	
<i>Code Name:</i>					Galvanized Steel	
<i>Type:</i>					Pipe Type	
--					--	
Affiliation Information						
--					--	
<i>Affiliation Type:</i>					01	
<i>Affiliation Name:</i>					Facility Owner	
<i>Affiliation Sub Type:</i>					ZZZ	
<i>Company:</i>					WILLIAM & MORTON FELDMAN	
<i>Contact Type:</i>						
<i>Contact Name:</i>						
<i>Address:</i>					441 N. FRANKLIN ST.	
<i>Address2:</i>						
<i>City:</i>					SYRACUSE	
<i>State:</i>					NY	
<i>Zip Code:</i>					13204	
<i>Country Code:</i>					001	
<i>Phone:</i>					(315) 478-3104	
<i>Phone Ext:</i>						
<i>Email:</i>						
<i>Fax:</i>						
<i>Modified By:</i>					TRANSLAT	
<i>Last Modified:</i>					2004-03-04 12:31:43.437000000	
--					--	
Affiliation Information						
--					--	
<i>Affiliation Type:</i>					07	
<i>Affiliation Name:</i>					Mail Contact	
<i>Affiliation Sub Type:</i>					NNN	
<i>Company:</i>					WILLIAM & MORTON FELDMAN	
<i>Contact Type:</i>						
<i>Contact Name:</i>						
<i>Address:</i>					441 N. FRANKLIN ST.	
<i>Address2:</i>						
<i>City:</i>					SYRACUSE	
<i>State:</i>					NY	
<i>Zip Code:</i>					13204	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Country Code:		001				
Phone:		(315) 478-3104				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:43.437000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		04				
Affiliation Name:		On-Site Operator				
Affiliation Sub Type:		NNN				
Company:		FELDMAN-MONDLICK, INC.				
Contact Type:						
Contact Name:		FELDMAN-MONDLICK, INC.				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 478-3104				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:43.437000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		WILLIAM & MORTON FELDMAN				
Contact Type:						
Contact Name:		MORTON FELDMAN				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 478-3104				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:43.437000000				
--		--				

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1 of 2

NE

0.21 /
1,130.24

449.10

Leeds Building Property
407-409 HICKORY STREET
SYRACUSE NY 13203

BROWNFIELDS

Site Code: 59138
Site Class: N
Program: BCP
HW Code: C734101
SWIS: 3415
Acres: 1.220
County: Onondaga
Site Class Desc:
Assess DOH:
ASSESSMENT:

Region: 7
Town: Syracuse (c)
Record Added: 2004-09-15 11:33:00
Record Update: 2008-04-10 13:59:00
Updated By: SRHEIGEL
Latitude: 43.054772635
Longitude: -76.149169115

The primary contaminants of concern at the site known at this time include: Volatile Organic Compounds (VOCs) and Semi-Volatile Organic Compounds

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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(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.

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.

Owner
 -- --
Site Code: 59138
HW Code: C734101
Owner Op.: 01
Seq No.: 0000001
Sub Type: NNN
Owner Name: TIM MERCIER
Owner Company: ST. JOSEPH'S HEALTH CENTER MEDICAL OFFICE BUILDING LLC
Owner Street: 301 PROSPECT AVE.
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13203
Country: United States of America
 -- --

68	2 of 2	NE	0.21 / 1,130.24	449.10	FORMER LEEDS BUILDING 407-409 Hickory Street Syracuse NY 13203	LEAKING TANKS
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Site ID: 346349	DECREG: 7
Spill NO: 0550311	Lead DEC: CFMANNES
SWIS Code: 3415	Contr Factor: Tank Failure
DER Fac ID: 58039	Source: Institutional, Educational, Gov., Other
Program Type: ER	Penalty:
UST Trust:	CID:
Class: C3	Meets Std: No
Spill Date: 2005-05-03 08:00:00	Water Body:
Close Date: 2005-09-13 00:00:00	Rem Phase: 0
Update Date: 2005-09-16 15:45:28.293000000	Refer to:
CAC Date:	Reported By: Other
Create Date: 2005-05-20 08:39:00	After Hours: Yes
Received Date: 2005-05-03 08:05:00	County: Onondaga
Latitude: 43.054756000	Inspection Date:
Longitude: -76.148294000	
Caller Remark:	

"A pre-planned/scheduled UST tank removal. May or may not be in DEC BCP Program. Tank was 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."

DEC Remark:

"See caller remarks, DEC on site for tank removal, 60-80yds(80-100tons) removed"

Spiller Information

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--	--	--	--	--	--	--
Spiller Name:						
Spiller Company:		ST. JOSEPH'S HOSPITAL				
Spiller Address:		301 PROPSPECT AVE				
Spiller City:		SYRACUSE				
Spiller State:		NY				
Spiller Zip:		13203				
Spiller Country:		001				
Contact Name:		DOUG ZAMELIS				
Contact Phone:		(315) 42-21391				
Contact Ext.:						
Material Information						
Site ID:		346349				
Spill Number:		0550311				
OP Unit ID:		1104078				
OU:		01				
Material ID:		584285				
Material Code:		0001A				
Material NA:		#2 fuel oil				
CAS NO:						
Mat Family:		Petroleum				
Quantity:						
Units:		G				
Recovered:						
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		No				
Tank Test Information						
Spill Number:		0550311				
Spill Tank ID:		1548930				
Site ID:		346349				
Tank Number:						
Tank Size:		1000				
Material:		0001				
EPA UST:						
UST:						
Cause:						
Source:						
Test Method:		NN				
Leak Rate:						
Gross Fail		F				
Modified By:		CFMANNES				
Last Modified:		2005-05-20 08:38:57.043000000				
Test Method:		Testing Not Required				
--		--				

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1 of 1

ESE

0.22 /
1,141.37

424.55

**NYSDOT BRIDGE BIN 1050950
I-690 OVER N STATE ST
SYRACUSE NY 13202**

**RCRA
NON GEN**

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000097691
Current Site Name: NYSDOT BRIDGE BIN 1050950
Generator Status Universe: No Report

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Land Type:		State				
Activity Location:		NY				
TSD Activity:		No				
Mixed Waste Generator:		No				
Importer Activity:		No				
Transporter Activity:		No				
Transfer Facility:		No				
Recycler Activity:		No				
Onsite Burner Exemption:		No				
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		109, S WARREN ST, , SYRACUSE, NY, 13202, US				
Contact Name:		WARREN UNDERWOOD				
Contact Address:		109, S WARREN ST, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154487349				
Owner/Operator Type:		S				
Date Became Current:		20010101				
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154487349				
Owner/Operator Type:		S				
Date Became Current:		20010101				
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYS DOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY 13202				
Owner/Operator Phone:		3154487349				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Handler Information						
--		--				
Date Received:		20010604				
Facility Name:		NYS DOT BRIDGE BIN 1050950				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20060101				
Facility Name:		NYS DOT BRIDGE BIN 1050950				
--		--				
Date Received:		20070101				
Facility Name:		NYS DOT BRIDGE BIN 1050950				
--		--				
Hazardous Waste Information						
--		--				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information						
--		--				

70	1 of 1	N	0.22 / 1,143.51	404.73	LEARBURY CENTRE 329 N SALINA ST SYRACUSE NY 13202	RCRA LQG
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000194068
Current Site Name: LEARBURY CENTRE
Generator Status Universe: Large Quantity Generator
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 770, JAMES ST SUITE 141, , SYRACUSE, NY, 13203, US
Contact Name: BILL RUCKYJ
Contact Address: 770, JAMES ST SUITE 141, , SYRACUSE, NY, 13203, US
Contact Email: BILLR@SBH.ORG
Location Street 2:

Owner/Operator Information
Owner/Operator Indicator: CO
Owner/Operator Name: SYRACUSE BEHAVIORAL HEALTHCARE
Owner/Operator Address: 770 JAMES ST SUITE 141 SYRACUSE NY US 13203
Owner/Operator Phone: 3154745506
Owner/Operator Type: P
Date Became Current: 20120416
Date Ended Current:

Owner/Operator Indicator: CP
Owner/Operator Name: SYRACUSE BEHAVIORAL HEALTHCARE
Owner/Operator Address: US
Owner/Operator Phone:
Owner/Operator Type: P
Date Became Current: 20120416
Date Ended Current:

NAICS Information
Naics Code: 81341
Naics Description: CIVIC AND SOCIAL ORGANIZATIONS

Handler Information

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Date Received:		20120524				
Facility Name:		LEARBURY CENTRE				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information		--				
--		--				
Waste Code:		D002				
Waste:		CORROSIVE WASTE				
--		--				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
--		--				
Violation/Evaluation Information		--				
--		--				

71	1 of 1	N	0.22 / 1,166.29	395.71	NYS DOT BIN 1031570 BUTTERNUT ST OVER I-81 SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NY0000234799
Current Site Name: NYS DOT BIN 1031570
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 109, S WARREN ST SUITE 518, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 109, S WARREN ST SUITE 518, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--
Owner/Operator Information
 --
Owner/Operator Indicator: CP
Owner/Operator Name: NYS DOT
Owner/Operator Address: SUITE 518 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
 --
Owner/Operator Indicator: CO
Owner/Operator Name: NYS DOT
Owner/Operator Address: SUITE 518 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYSDOT				
Owner/Operator Address:		SUITE 518 109 S WARREN ST SYRACUSE NY 13202				
Owner/Operator Phone:		3154487342				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:		--				
NAICS Information		--				
Handler Information		--				
Date Received:		19940422				
Facility Name:		NYSDOT BIN 1031570				
Classification:		Large Quantity Generator				
Date Received:		20070101				
Facility Name:		NYSDOT BIN 1031570				
Date Received:		19950227				
Facility Name:		NYSDOT BIN 1031570				
Date Received:		20060101				
Facility Name:		NYSDOT BIN 1031570				
Hazardous Waste Information		--				
Waste Code:		NONE				
Waste:		DESCRIPTION				
Waste Code:		D008				
Waste:		LEAD				
Violation/Evaluation Information		--				

72	1 of 1	ENE	0.22 / 1,174.82	443.58	F B SMITH DIALYSIS CENTER 410 HICKORY ST SYRACUSE NY 13203	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD982791261
Current Site Name: F B SMITH DIALYSIS CENTER
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Mailing Address:		410, HICKORY ST, , SYRACUSE, NY, 13203, US				
Contact Name:						
Contact Address:		410, HICKORY ST, , SYRACUSE, NY, 13203, US				
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information		--				
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		THIRD FRANCISCAN ORDER				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		THIRD FRANCISCAN ORDER				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		THIRD FRANCISCAN ORDER				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information		--				
--		--				
Handler Information		--				
--		--				
Date Received:		19950502				
Facility Name:		F B SMITH DIALYSIS CENTER				
--		--				
Date Received:		20070101				
Facility Name:		F B SMITH DIALYSIS CENTER				
--		--				
Date Received:		19890828				
Facility Name:		F B SMITH DIALYSIS CENTER				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20060101				
Facility Name:		F B SMITH DIALYSIS CENTER				
--		--				
Hazardous Waste Information		--				
--		--				
Waste Code:		NONE				
Waste:		DESCRIPTION				
--		--				
Violation/Evaluation Information		--				
--		--				

[73](#)

1 of 1

NNE

0.22 /
1,175.88

413.30

KATE JUNG DESIGNS INC
602 N STATE ST
SYRACUSE NY 132031709

RCRA
NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD088665534
Current Site Name: KATE JUNG DESIGNS INC

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Generator Status Universe:		No Report				
Land Type:						
Activity Location:		NY				
TSD Activity:		No				
Mixed Waste Generator:		No				
Importer Activity:		No				
Transporter Activity:		No				
Transfer Facility:		No				
Recycler Activity:		No				
Onsite Burner Exemption:		No				
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		602, N STATE ST, , SYRACUSE, NY, 13203, US				
Contact Name:						
Contact Address:		602, N STATE ST, , SYRACUSE, NY, 13203, US				
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		KATHERINE C JUNG				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		KATHERINE C JUNG				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY US 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		KATHERINE C JUNG				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Handler Information						
--		--				
Date Received:		19990708				
Facility Name:		KATE JUNG DESIGNS INC				
--		--				
Date Received:		20060101				
Facility Name:		KATE JUNG DESIGNS INC				
--		--				
Date Received:		19881005				
Facility Name:		KATE JUNG DESIGNS INC				
Classification:		Small Quantity Generator				
--		--				
Date Received:		20070101				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Facility Name:		KATE JUNG DESIGNS INC				
Hazardous Waste Information		--				
Waste Code:		F002				
Waste:		THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
Violation/Evaluation Information		--				

74	1 of 1	SE	0.23 / 1,202.85	398.42	EVPASS 217 Montgomery Street Syracuse NY 13202	ALT FUELS
Fuel Type Code:		ELEC		BD Blends:		
Status Code:		E		NG Fill Type Code:		
Owner Type Code:				NG PSI:		
Federal Agency ID:				NG Vehicle Class:		
Fed Agency Name:				EV Lv1 EVSE No:		
Open Date:				EV Lv2 EVSE No: 2		
Expected Date:				EV DC Fast Count:		
Groups w Acc Cd:		Public		EV Other Info:		
Geocode Status:		200-8		EV Network: ChargePoint Network		
Latitude:		43.0487966		EV Network Web: http://www.chargepoint.com/		
Longitude:		-76.1489649		EV Connector Tp: J1772		
Dt Last Confirmed:		11/3/2016		LPG Primary:		
ID:		41753		E85 Blender Pump:		
Updated At:		2016-11-03 09:07:03 UTC		Plus4:		
Station Phone:		888-758-4389				
Cards Accepted:						
Hydrogen Status Link:						
Intersection Directions:		HILLS - 2; 2 units at Hill Building parking lot HILL-1; 2 units at Hill Building parking lot				
Access Days Time:		24 hours daily				

75	1 of 1	ESE	0.23 / 1,220.46	407.18	NYS DOT BIN 1053881 I-81/NORTH STATE STREET SYRACUSE NY 13202	RCRA NON GEN
County Name:		ONONDAGA				
County Code:		NY067				
EPA Handler ID:		NYR000097683				
Current Site Name:		NYS DOT BIN 1053881				
Generator Status Universe:		No Report				
Land Type:						
Activity Location:		NY				
TSD Activity:		No				
Mixed Waste Generator:		No				
Importer Activity:		No				
Transporter Activity:		No				
Transfer Facility:		No				
Recycler Activity:		No				
Onsite Burner Exemption:		No				
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:					109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US	
Contact Name:					RICHARD S STEELE	
Contact Address:					109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US	
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information						
--		--				
Owner/Operator Indicator:			CP			
Owner/Operator Name:			NYSDOT			
Owner/Operator Address:			109 S WARREN ST		SYRACUSE NY US 13202	
Owner/Operator Phone:			3154487349			
Owner/Operator Type:			S			
Date Became Current:			20010101			
Date Ended Current:						
--		--				
Owner/Operator Indicator:			CO			
Owner/Operator Name:			NYSDOT			
Owner/Operator Address:			109 S WARREN ST		SYRACUSE NY US 13202	
Owner/Operator Phone:			3154487349			
Owner/Operator Type:			S			
Date Became Current:			20010101			
Date Ended Current:						
--		--				
Owner/Operator Indicator:			CO			
Owner/Operator Name:			NYSDOT			
Owner/Operator Address:			109 S WARREN ST		SYRACUSE NY 13202	
Owner/Operator Phone:			3154487349			
Owner/Operator Type:			S			
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Naics Code:			23412			
Naics Description:			BRIDGE AND TUNNEL CONSTRUCTION			
--		--				
Handler Information						
--		--				
Date Received:			20060101			
Facility Name:			NYSDOT BIN 1053881			
--		--				
Date Received:			20010604			
Facility Name:			NYSDOT BRIDGE BIN 1053881			
Classification:			Large Quantity Generator			
--		--				
Date Received:			20070101			
Facility Name:			NYSDOT BIN 1053881			
--		--				
Date Received:			20020227			
Facility Name:			NYSDOT BIN 1053881			
Classification:			Large Quantity Generator			
--		--				
Hazardous Waste Information						
--		--				
Waste Code:			D008			
Waste:			LEAD			
--		--				
Violation/Evaluation Information						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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76	1 of 1	ESE	0.23 / 1,226.48	406.66	NYS DOT- BIN 1053882 I-81 NORTH STATE STREET SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986946374
Current Site Name: NYSDOT- BIN 1053882
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
Contact Name: RICHARD S STEELE
Contact Address: 109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--

Owner/Operator Information

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487349
Owner/Operator Type: S
Date Became Current: 20010101
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone: 3154284440
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154284440
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3154487349

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Naics Code:		23412				
Naics Description:		BRIDGE AND TUNNEL CONSTRUCTION				
--		--				
Handler Information						
--		--				
Date Received:		19911028				
Facility Name:		NYSDOT BRIDGE BIN 1053882				
--		--				
Date Received:		20060101				
Facility Name:		NYSDOT- BIN 1053882				
--		--				
Date Received:		20010604				
Facility Name:		NYSDOT BRIDGE BIN 1053882				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20070101				
Facility Name:		NYSDOT- BIN 1053882				
--		--				
Date Received:		19910401				
Facility Name:		NYSDOT BRIDGE BIN 1053882				
Classification:		Large Quantity Generator				
--		--				
Date Received:		19920513				
Facility Name:		NYS DOT				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20020227				
Facility Name:		NYSDOT- BIN 1053882				
Classification:		Large Quantity Generator				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information						
--		--				

77	1 of 1	E	0.24 / 1,249.15	414.96	CALDWELL & WARD BRASS CO. INC. 124 BURNET AVE SYRACUSE NY 13203	UST
Site ID:		45604			Expiry:	N/A
Site Status:		Unregulated/Closed			County:	Onondaga
Program NO:		7-407402			Utm X:	406614.36161
Program Type:		Petroleum Bulk Storage Program			Utm Y:	4767258.52318
Site Type:		Manufacturing (Other than Chemical)/Processing				
Tank Information						
--		--				
Tank ID:		131538				
Tank NO:		001				
Tank Model:						
Pipe Model:						
Tank Location:		Underground				
Tank Status:		Closed - Removed				
Install Date:		1986-12-01 00:00:00				
Capacity(gal):		4000				

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Tank Type:			Steel/Carbon Steel/Iron			
Test Method:			01			
Date Tested:			1996-11-29 00:00:00			
Next Test:						
Close Date:			2005-07-31 00:00:00			
Register:			True			
Modified By:			KCKEMP			
Last Modified:			2011-07-22 10:40:18.783000000			
--			--			
Material Code:			0001			
Material Name:			#2 fuel oil (on-site consumption)			
Percent:			100.00			
--			--			
Equipment:			L09			
Code Name:			Exempt Suction Piping			
Type:			Piping Leak Detection			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			C03			
Code Name:			Aboveground/Underground Combination			
Type:			Pipe Location			
--			--			
Equipment:			F03			
Code Name:			Original Impressed Current			
Type:			Pipe External Protection			
--			--			
Equipment:			H04			
Code Name:			Groundwater Well			
Type:			Tank Leak Detection			
--			--			
Equipment:			I04			
Code Name:			Product Level Gauge (A/G)			
Type:			Overfill			
--			--			
Equipment:			G04			
Code Name:			Double-Walled (Underground)			
Type:			Tank Secondary Containment			
--			--			
Equipment:			J02			
Code Name:			Suction Dispenser			
Type:			Dispenser			
--			--			
Equipment:			D06			
Code Name:			Fiberglass Reinforced Plastic (FRP)			
Type:			Pipe Type			
--			--			
Equipment:			B02			
Code Name:			Original Sacrificial Anode			
Type:			Tank External Protection			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			01			
Affiliation Name:			Facility Owner			
Affiliation Sub Type:			E			
Company:			CALDWELL & WARD BRASS CO. INC.			
Contact Type:						
Contact Name:						
Address:			124 BURNET AVE.			
Address2:						
City:			SYRACUSE			
State:			NY			
Zip Code:			13203			
Country Code:			001			
Phone:			(315) 479-6691			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:36.75000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		07				
Affiliation Name:		Mail Contact				
Affiliation Sub Type:		NNN				
Company:		CALDWELL & WARD BRASS CO. INC.				
Contact Type:						
Contact Name:		JOSEPH P. LAMPREDA				
Address:		124 BURNET AVE.				
Address2:						
City:		SYRACUSE				
State:		NY				
Zip Code:		13203				
Country Code:		001				
Phone:		(315) 479-6691				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:36.75000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		04				
Affiliation Name:		On-Site Operator				
Affiliation Sub Type:		NNN				
Company:		CALDWELL & WARD BRASS CO. INC.				
Contact Type:						
Contact Name:		JOSEPH P. LAMPREDA				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 479-6691				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:36.75000000				
--		--				
Affiliation Information						
--		--				
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		CALDWELL & WARD BRASS CO. INC.				
Contact Type:						
Contact Name:		JOSEPH P. LAMPREDA				
Address:						
Address2:						
City:						
State:		NN				
Zip Code:						
Country Code:		001				
Phone:		(315) 479-6691				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:36.75000000				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--	--					
78	1 of 1	WSW	0.24 / 1,250.82	399.60	SYRACUSE OFFICE ENVIRONMENTS 375 ERIE BLVD WEST SYRACUSE NY 13202	RCRA NON GEN
County Name:		ONONDAGA				
County Code:		NY067				
EPA Handler ID:		NYR000189118				
Current Site Name:		SYRACUSE OFFICE ENVIRONMENTS				
Generator Status Universe:		No Report				
Land Type:		Private				
Activity Location:		NY				
TSD Activity:		No				
Mixed Waste Generator:		No				
Importer Activity:		No				
Transporter Activity:		No				
Transfer Facility:		No				
Recycler Activity:		No				
Onsite Burner Exemption:		No				
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		375, ERIE BLVD WEST, , SYRACUSE, NY, 13202, US				
Contact Name:		KEVIN SWEENEY				
Contact Address:		375, ERIE BLVD WEST, , SYRACUSE, NY, 13202, US				
Contact Email:		KSWEENEY@SOESYR.COM				
Location Street 2:						
Owner/Operator Information						
Owner/Operator Indicator:		CP				
Owner/Operator Name:		SYRACUSE OFFICE ENVIRONMENTS				
Owner/Operator Address:		US				
Owner/Operator Phone:						
Owner/Operator Type:		P				
Date Became Current:		19870901				
Date Ended Current:						
Owner/Operator Indicator:		CO				
Owner/Operator Name:		CANAL ASSOCIATES LLC				
Owner/Operator Address:		US				
Owner/Operator Phone:						
Owner/Operator Type:		P				
Date Became Current:		20110701				
Date Ended Current:						
NAICS Information						
Handler Information						
Date Received:		20120802				
Facility Name:		SYRACUSE OFFICE ENVIRONMENTS				
Date Received:		20111219				
Facility Name:		SYRACUSE OFFICE ENVIRONMENTS				
Classification:		Conditionally Exempt Small Quantity				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Hazardous Waste Information						
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information						
--		--				

79	1 of 2	ESE	0.24 / 1,253.06	407.33	HESS CORPORATION 400 ERIE BLVD SYRACUSE NY 13760	RCRA CESQG
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000048173
Current Site Name: HESS CORPORATION
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 1, HESS PLAZA, , WOODBRIDGE, NJ, 07095, US
Contact Name: JOHN GEITNER
Contact Address: 1, HESS PLAZA, , WOODBRIDGE, NJ, 07095, US
Contact Email:
Location Street 2:

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Owner/Operator Information

--

Owner/Operator Indicator: CO
Owner/Operator Name: AMERADA HESS CORP
Owner/Operator Address: 1 HESS PLZ WOODBRIDGE NJ US 07095
Owner/Operator Phone: 7327506000
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: AMERADA HESS CORP
Owner/Operator Address: 1 HESS PLZ WOODBRIDGE NJ 07095
Owner/Operator Phone: 7327506000
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: HESS CORPORATION
Owner/Operator Address: 1 HESS PLAZA WOODBRIDGE NJ US 07095
Owner/Operator Phone: 7327506000
Owner/Operator Type: P

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
--		--				
Tank ID:		129197				
Tank NO:		1				
Tank Model:						
Pipe Model:		C				
Tank Location:		Underground				
Tank Status:		In Service				
Install Date:		1984-11-01 00:00:00				
Capacity(gal):		2500				
Tank Type:		Steel/Carbon Steel/Iron				
Test Method:		21				
Date Tested:		2016-06-14 00:00:00				
Next Test:						
Close Date:						
Register:		True				
Modified By:		KCKEMP				
Last Modified:		2016-07-01 10:00:07.380000000				
--		--				
Material Code:		0008				
Material Name:		diesel				
Percent:		100.00				
--		--				
Equipment:		D06				
Code Name:		Fiberglass Reinforced Plastic (FRP)				
Type:		Pipe Type				
--		--				
Equipment:		B08				
Code Name:		Retrofitted Impressed Current				
Type:		Tank External Protection				
--		--				
Equipment:		H05				
Code Name:		In-Tank System (ATG)				
Type:		Tank Leak Detection				
--		--				
Equipment:		E00				
Code Name:		None				
Type:		Piping Secondary Containment				
--		--				
Equipment:		K01				
Code Name:		Catch Basin				
Type:		Spill Prevention				
--		--				
Equipment:		A00				
Code Name:		None				
Type:		Tank Internal Protection				
--		--				
Equipment:		C02				
Code Name:		Underground/On-ground				
Type:		Pipe Location				
--		--				
Equipment:		F04				
Code Name:		Fiberglass				
Type:		Pipe External Protection				
--		--				
Equipment:		G00				
Code Name:		None				
Type:		Tank Secondary Containment				
--		--				
Equipment:		I03				
Code Name:		Automatic Shut-Off				
Type:		Overfill				
--		--				
Equipment:		L07				
Code Name:		Pressurized Piping Leak Detector				
Type:		Piping Leak Detection				
--		--				
Equipment:		J01				
Code Name:		Pressurized Dispenser				

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Type:					Dispenser	
--					--	
Tank Information						
--					--	
Tank ID:					129196	
Tank NO:					4	
Tank Model:						
Pipe Model:					C	
Tank Location:					Underground	
Tank Status:					In Service	
Install Date:					1984-11-01 00:00:00	
Capacity(gal):					5000	
Tank Type:					Steel/Carbon Steel/Iron	
Test Method:					21	
Date Tested:					2016-06-14 00:00:00	
Next Test:						
Close Date:						
Register:					True	
Modified By:					KCKEMP	
Last Modified:					2016-07-01 10:00:07.393000000	
--					--	
Material Code:					0008	
Material Name:					diesel	
Percent:					100.00	
--					--	
Equipment:					L07	
Code Name:					Pressurized Piping Leak Detector	
Type:					Piping Leak Detection	
--					--	
Equipment:					F04	
Code Name:					Fiberglass	
Type:					Pipe External Protection	
--					--	
Equipment:					G00	
Code Name:					None	
Type:					Tank Secondary Containment	
--					--	
Equipment:					I03	
Code Name:					Automatic Shut-Off	
Type:					Overfill	
--					--	
Equipment:					A00	
Code Name:					None	
Type:					Tank Internal Protection	
--					--	
Equipment:					C02	
Code Name:					Underground/On-ground	
Type:					Pipe Location	
--					--	
Equipment:					H05	
Code Name:					In-Tank System (ATG)	
Type:					Tank Leak Detection	
--					--	
Equipment:					B08	
Code Name:					Retrofitted Impressed Current	
Type:					Tank External Protection	
--					--	
Equipment:					K01	
Code Name:					Catch Basin	
Type:					Spill Prevention	
--					--	
Equipment:					D06	
Code Name:					Fiberglass Reinforced Plastic (FRP)	
Type:					Pipe Type	
--					--	
Equipment:					E00	
Code Name:					None	
Type:					Piping Secondary Containment	

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
--		--				
Equipment:		J01				
Code Name:		Pressurized Dispenser				
Type:		Dispenser				
--		--				
Tank Information						
--		--				
Tank ID:		129195				
Tank NO:		3				
Tank Model:						
Pipe Model:		C				
Tank Location:		Underground				
Tank Status:		In Service				
Install Date:		1984-11-01 00:00:00				
Capacity(gal):		10000				
Tank Type:		Steel/Carbon Steel/Iron				
Test Method:		21				
Date Tested:		2016-06-14 00:00:00				
Next Test:						
Close Date:						
Register:		True				
Modified By:		KCKEMP				
Last Modified:		2016-07-01 10:00:07.390000000				
--		--				
Material Code:		2712				
Material Name:		gasoline/ethanol				
Percent:		10.00				
--		--				
Equipment:		A00				
Code Name:		None				
Type:		Tank Internal Protection				
--		--				
Equipment:		C02				
Code Name:		Underground/On-ground				
Type:		Pipe Location				
--		--				
Equipment:		F04				
Code Name:		Fiberglass				
Type:		Pipe External Protection				
--		--				
Equipment:		G00				
Code Name:		None				
Type:		Tank Secondary Containment				
--		--				
Equipment:		I03				
Code Name:		Automatic Shut-Off				
Type:		Overfill				
--		--				
Equipment:		L07				
Code Name:		Pressurized Piping Leak Detector				
Type:		Piping Leak Detection				
--		--				
Equipment:		B08				
Code Name:		Retrofitted Impressed Current				
Type:		Tank External Protection				
--		--				
Equipment:		H05				
Code Name:		In-Tank System (ATG)				
Type:		Tank Leak Detection				
--		--				
Equipment:		D06				
Code Name:		Fiberglass Reinforced Plastic (FRP)				
Type:		Pipe Type				
--		--				
Equipment:		E00				
Code Name:		None				
Type:		Piping Secondary Containment				
--		--				

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Equipment:						
Code Name:						
Type:						
--						
Equipment:						
Code Name:						
Type:						
--						
Tank Information						
--						
Tank ID:						
Tank NO:						
Tank Model:						
Pipe Model:						
Tank Location:						
Tank Status:						
Install Date:						
Capacity(gal):						
Tank Type:						
Test Method:						
Date Tested:						
Next Test:						
Close Date:						
Register:						
Modified By:						
Last Modified:						
--						
Material Code:						
Material Name:						
Percent:						
--						
Equipment:						
Code Name:						
Type:						
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Equipment:						
Code Name:						
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Equipment:						
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Type:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Code Name:			Automatic Shut-Off			
Type:			Overfill			
--			--			
Equipment:			L07			
Code Name:			Pressurized Piping Leak Detector			
Type:			Piping Leak Detection			
--			--			
Equipment:			J01			
Code Name:			Pressurized Dispenser			
Type:			Dispenser			
--			--			
Tank Information						
--			--			
Tank ID:			129193			
Tank NO:			2			
Tank Model:						
Pipe Model:			C			
Tank Location:			Underground			
Tank Status:			In Service			
Install Date:			1984-11-01 00:00:00			
Capacity(gal):			10000			
Tank Type:			Steel/Carbon Steel/Iron			
Test Method:			21			
Date Tested:			2016-06-14 00:00:00			
Next Test:						
Close Date:						
Register:			True			
Modified By:			KCKEMP			
Last Modified:			2016-07-01 10:00:07.387000000			
--			--			
Material Code:			2712			
Material Name:			gasoline/ethanol			
Percent:			10.00			
--			--			
Equipment:			D06			
Code Name:			Fiberglass Reinforced Plastic (FRP)			
Type:			Pipe Type			
--			--			
Equipment:			E00			
Code Name:			None			
Type:			Piping Secondary Containment			
--			--			
Equipment:			K01			
Code Name:			Catch Basin			
Type:			Spill Prevention			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			C02			
Code Name:			Underground/On-ground			
Type:			Pipe Location			
--			--			
Equipment:			F04			
Code Name:			Fiberglass			
Type:			Pipe External Protection			
--			--			
Equipment:			G00			
Code Name:			None			
Type:			Tank Secondary Containment			
--			--			
Equipment:			I03			
Code Name:			Automatic Shut-Off			
Type:			Overfill			
--			--			
Equipment:			L07			
Code Name:			Pressurized Piping Leak Detector			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Type:			Piping Leak Detection			
--			--			
Equipment:			B08			
Code Name:			Retrofitted Impressed Current			
Type:			Tank External Protection			
--			--			
Equipment:			H05			
Code Name:			In-Tank System (ATG)			
Type:			Tank Leak Detection			
--			--			
Equipment:			J01			
Code Name:			Pressurized Dispenser			
Type:			Dispenser			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			11			
Affiliation Name:			Emergency Contact			
Affiliation Sub Type:			NNN			
Company:			HESS RETAIL STORES LLC			
Contact Type:						
Contact Name:			SCOTT FLEMING			
Address:						
Address2:						
City:						
State:			NN			
Zip Code:						
Country Code:			999			
Phone:			(937) 207-1832			
Phone Ext:						
Email:						
Fax:						
Modified By:			MSALI			
Last Modified:			2015-12-09 11:05:55.643000000			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			07			
Affiliation Name:			Mail Contact			
Affiliation Sub Type:			NNN			
Company:			SPEEDWAY LLC			
Contact Type:						
Contact Name:			SCOTT FLEMING			
Address:			500 SPEEDWAY DRIVE			
Address2:						
City:			ENON			
State:			OH			
Zip Code:			45323			
Country Code:			001			
Phone:			(937) 863-6624			
Phone Ext:						
Email:			SJFLEMING@SPEEDWAY.COM			
Fax:						
Modified By:			JAAVERSA			
Last Modified:			2015-12-11 11:40:53.817000000			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			04			
Affiliation Name:			On-Site Operator			
Affiliation Sub Type:			NNN			
Company:			SPEEDWAY # 7682			
Contact Type:						
Contact Name:			SITE MANAGER			
Address:						
Address2:						
City:						
State:			NN			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Zip Code:						
Country Code:		001				
Phone:		(315) 478-1535				
Phone Ext:						
Email:						
Fax:						
Modified By:		SJVANDEU				
Last Modified:		2015-06-09 11:53:49.423000000				
--						
Affiliation Information						
--						
Affiliation Type:		01				
Affiliation Name:		Facility Owner				
Affiliation Sub Type:		E				
Company:		SPEEDWAY LLC				
Contact Type:		COMPLIANCE MANAGER				
Contact Name:		SCOTT FLEMING				
Address:		500 SPEEDWAY DR				
Address2:						
City:		ENON				
State:		OH				
Zip Code:		45323				
Country Code:		001				
Phone:		(937) 863-6624				
Phone Ext:						
Email:		SJFLEMING@SPEEDWAY.COM				
Fax:						
Modified By:		CGFREEDM				
Last Modified:		2015-10-29 10:21:24.620000000				
--						

80	1 of 3	SE	0.24 / 1,275.46	401.27	NEW YORK TELEPHONE 300 E. WASHINGTON ST SYRACUSE NY 13202	AST
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Site ID:	45640	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Site Type:	Utility (Other than Municipal)	UTM X:	406442.41351
Program NO:	7-415154	UTM Y:	4766949.42999
Program Type:	Petroleum Bulk Storage Program		

Tank Information

--	
Tank ID:	135573
Tank NO:	003
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground-contact w/ soil
Tank Status:	Closed - Removed
Install Date:	1991-01-01 00:00:00
Capacity(gal):	300
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1995-11-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	

Tank Information

--	
Tank ID:	131608
Tank NO:	002
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground-contact w/ soil

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Tank Status:		Closed - Removed				
Install Date:		1972-01-01 00:00:00				
Capacity(gal):		150				
Tank Type:		Steel/Carbon Steel/Iron				
Test Method:		NN				
Date Tested:						
Next Test:						
Close Date:		1995-11-01 00:00:00				
Register:		True				
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:34:30.780000000				
--		--				

80	2 of 3	SE	0.24 / 1,275.46	401.27	V C ASSOCIATES 300 E WASHINGTON ST SYRACUSE NY 13202	RCRA SQG
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986945061
Current Site Name: V C ASSOCIATES
Generator Status Universe: Small Quantity Generator
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: PO BOX 978, , SYRACUSE, NY, 13201, US
Contact Name: MICHAEL J VILLA
Contact Address: PO BOX 978, , SYRACUSE, NY, 13201, US
Contact Email: MJV@VCASSOCIATESUS.COM
Location Street 2:

--

Owner/Operator Information

--

Owner/Operator Indicator: CP
Owner/Operator Name: NEW YORK TELEPHONE CO
Owner/Operator Address: 158 STATE ST ROOM 400A ALBANY NY US 12207
Owner/Operator Phone: 5184716908
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

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Owner/Operator Indicator: CO
Owner/Operator Name: 300 WASHINGTON ST LLC
Owner/Operator Address: 545 BROADWAY BROOKLYN US 11206
Owner/Operator Phone: 3154789620
Owner/Operator Type: P
Date Became Current: 20060601
Date Ended Current:

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Owner/Operator Indicator: CO

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner/Operator Name:		NEW YORK TELEPHONE CO				
Owner/Operator Address:		158 STATE ST ROOM 400A ALBANY NY 12207				
Owner/Operator Phone:		5184716908				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		MIKE VILLA				
Owner/Operator Address:		US				
Owner/Operator Phone:						
Owner/Operator Type:		P				
Date Became Current:		20100701				
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NEW YORK TELEPHONE CO				
Owner/Operator Address:		158 STATE ST ROOM 400A ALBANY NY US 12207				
Owner/Operator Phone:		5184716908				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						
--		--				
Naics Code:		521110				
Naics Description:		MONETARY AUTHORITIES-CENTRAL BANK				
--		--				
Handler Information						
--		--				
Date Received:		20060101				
Facility Name:		NEW YORK TELEPHONE CO				
--		--				
Date Received:		20151118				
Facility Name:		V C ASSOCIATES				
Classification:		Small Quantity Generator				
--		--				
Date Received:		19950414				
Facility Name:		NEW YORK TELEPHONE CO				
--		--				
Date Received:		19910322				
Facility Name:		NEW YORK TELEPHONE CO				
Classification:		Large Quantity Generator				
--		--				
Date Received:		20070101				
Facility Name:		NEW YORK TELEPHONE CO				
--		--				
Hazardous Waste Information						
--		--				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
--		--				
Waste Code:		NONE				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D002				
Waste:		CORROSIVE WASTE				
--		--				
Violation/Evaluation Information						
--		--				

80	3 of 3	SE	0.24 / 1,275.46	401.27	NEW YORK TELEPHONE 300 E. WASHINGTON ST SYRACUSE NY 13202	UST
Site ID:	45640			Expiry:	N/A	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Site Status:		Unregulated/Closed		County:		Onondaga
Program NO:		7-415154		Utm X:		406442.41351
Program Type:		Petroleum Bulk Storage Program		Utm Y:		4766949.42999
Site Type:		Utility (Other than Municipal)				
Tank Information						
--						
Tank ID:		131607				
Tank NO:		001				
Tank Model:						
Pipe Model:						
Tank Location:		Underground				
Tank Status:		Closed - Removed				
Install Date:		1972-01-01 00:00:00				
Capacity(gal):		8000				
Tank Type:		Steel/Carbon Steel/Iron				
Test Method:		01				
Date Tested:		1991-10-01 00:00:00				
Next Test:						
Close Date:		1995-11-01 00:00:00				
Register:		True				
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:34:30.780000000				
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81	1 of 1	SSE	0.24 / 1,291.56	394.68	ICON TOWER 344 S WARREN ST SYRACUSE NY 13202	RCRA SQG
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000223032
Current Site Name: ICON TOWER
Generator Status Universe: Small Quantity Generator
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 344, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name: CHARLIE F BREUER
Contact Address: PO BOX 515, , SYRACUSE, NY, 13205, US
Contact Email: CBREUER@HUEBER-BREUER.COM
Location Street 2:

--
Owner/Operator Information
--
Owner/Operator Indicator: CO
Owner/Operator Name: PARADISE COMPANIES 2 LLC
Owner/Operator Address: 344 S WARREN ST SYRACUSE US 13202
Owner/Operator Phone: 3152996292
Owner/Operator Type: P

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Date Became Current:		20030214				
Date Ended Current:		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		GRAZZI ZAZZARA JR				
Owner/Operator Address:		US				
Owner/Operator Phone:						
Owner/Operator Type:		P				
Date Became Current:		20030214				
Date Ended Current:		--				
NAICS Information		--				
Naics Code:		531110				
Naics Description:		LESSORS OF RESIDENTIAL BUILDINGS AND DWELLINGS				
Handler Information		--				
Date Received:		20150918				
Facility Name:		ICON TOWER				
Classification:		Small Quantity Generator				
Hazardous Waste Information		--				
Waste Code:		B004				
Waste:		--				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
Waste Code:		B007				
Waste:		--				
Waste Code:		B003				
Waste:		--				
Violation/Evaluation Information		--				
		--				

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1 of 1

SSE

0.25 /
1,294.52

394.68

NATIONAL GRID MANHOLE -345
WARREN ST
345 WARREN ST
SYRACUSE NY 13202

RCRA
NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYP000967968
Current Site Name: NATIONAL GRID MANHOLE -345 WARREN ST
Generator Status Universe: No Report
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		300, ERIE BLVD. W., , SYRACUSE, NY, 13202, US				
Contact Name:		STEPHEN P HALLER				
Contact Address:		300, ERIE BOULEVARD WEST, A-3, , SYRACUSE, NY, 13202, US				
Contact Email:		STEPHEN.HALLER@US.NGRID.COM				
Location Street 2:						
--						
Owner/Operator Information						
--						
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NIAGARA MOHAWK POWER CORP				
Owner/Operator Address:						
Owner/Operator Phone:						
Owner/Operator Type:		P				
Date Became Current:		19791231				
Date Ended Current:						
--						
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NATIONAL GRID				
Owner/Operator Address:		300 ERIE BLVD. W. SYRACUSE NY US 13202				
Owner/Operator Phone:						
Owner/Operator Type:		P				
Date Became Current:		19791231				
Date Ended Current:						
--						
NAICS Information						
--						
Naics Code:		22112				
Naics Description:		ELECTRIC POWER TRANSMISSION, CONTROL, AND DISTRIBUTION				
--						
Handler Information						
--						
Date Received:		20120302				
Facility Name:		NATIONAL GRID MANHOLE -345 WARREN ST				
Classification:		Large Quantity Generator				
--						
Date Received:		20111201				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
Classification:		Large Quantity Generator				
--						
Date Received:		20120917				
Facility Name:		NATIONAL GRID MANHOLE -345 WARREN ST				
--						
Hazardous Waste Information						
--						
Waste Code:		B002				
Waste:						
--						
Waste Code:		B007				
Waste:						
--						
Violation/Evaluation Information						
--						

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1 of 4

SE

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1,314.40

401.66

HUGHES J H - SENATOR S O B
333 E WASHINGTON ST
SYRACUSE NY 13202

RCRA
NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986877140
Current Site Name: HUGHES J H - SENATOR S O B
Generator Status Universe: No Report
Land Type: State

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Activity Location:</i>						
<i>TSD Activity:</i>						
<i>Mixed Waste Generator:</i>						
<i>Importer Activity:</i>						
<i>Transporter Activity:</i>						
<i>Transfer Facility:</i>						
<i>Recycler Activity:</i>						
<i>Onsite Burner Exemption:</i>						
<i>Furnace Exemption:</i>						
<i>Underground Inject Activity:</i>						
<i>Rece Waste From Off Site:</i>						
<i>Used Oil Transporter:</i>						
<i>Used Oil Transfer Facility:</i>						
<i>Used Oil Processor:</i>						
<i>Used Oil Refiner:</i>						
<i>Used Oil Burner:</i>						
<i>Used Oil Market Burner:</i>						
<i>Used Oil Spec Marketer:</i>						
<i>Mailing Address:</i>			333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US			
<i>Contact Name:</i>						
<i>Contact Address:</i>			333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US			
<i>Contact Email:</i>						
<i>Location Street 2:</i>						
--						
<i>Owner/Operator Information</i>						
--						
<i>Owner/Operator Indicator:</i>			CO			
<i>Owner/Operator Name:</i>			NYS OFFICE GENERAL SERVICES			
<i>Owner/Operator Address:</i>			CORNING TOWER EMPIRE STATE PLZ ALBANY NY US 12242			
<i>Owner/Operator Phone:</i>			5184865247			
<i>Owner/Operator Type:</i>			S			
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--						
<i>Owner/Operator Indicator:</i>			CP			
<i>Owner/Operator Name:</i>			NYS OFFICE GENERAL SERVICES			
<i>Owner/Operator Address:</i>			CORNING TOWER EMPIRE STATE PLZ ALBANY NY US 12242			
<i>Owner/Operator Phone:</i>			5184865247			
<i>Owner/Operator Type:</i>			S			
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--						
<i>Owner/Operator Indicator:</i>			CO			
<i>Owner/Operator Name:</i>			NYS OFFICE GENERAL SERVICES			
<i>Owner/Operator Address:</i>			CORNING TOWER EMPIRE STATE PLZ ALBANY NY 12242			
<i>Owner/Operator Phone:</i>			5184865247			
<i>Owner/Operator Type:</i>			S			
<i>Date Became Current:</i>						
<i>Date Ended Current:</i>						
--						
<i>NAICS Information</i>						
--						
<i>Handler Information</i>						
--						
<i>Date Received:</i>			20060101			
<i>Facility Name:</i>			HUGHES J H - SENATOR S O B			
--						
<i>Date Received:</i>			19990708			
<i>Facility Name:</i>			HUGHES J H - SENATOR S O B			
--						
<i>Date Received:</i>			19950502			
<i>Facility Name:</i>			HUGHES J H - SENATOR S O B			
<i>Classification:</i>			Small Quantity Generator			
--						
<i>Date Received:</i>			20070101			
<i>Facility Name:</i>			HUGHES J H - SENATOR S O B			
--						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Hazardous Waste Information						
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Waste Code:		D000				
Waste:		DESCRIPTION				
--		--				
Waste Code:		D009				
Waste:		MERCURY				
--		--				
Violation/Evaluation Information						
--		--				

83	2 of 4	SE	0.25 / 1,314.40	401.66	SENATOR HUGHES STATE OFFICE BUILDING 333 E WASHINGTON ST SYRACUSE NY 13202	RCRA NON GEN
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County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD981558323
Current Site Name: SENATOR HUGHES STATE OFFICE BUILDING
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--

Owner/Operator Information

--

Owner/Operator Indicator: CO
Owner/Operator Name: STATE OF NEW YORK
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: STATE OF NEW YORK
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		STATE OF NEW YORK				
Owner/Operator Address:		NOT REQUIRED NOT REQUIRED WY 99999				
Owner/Operator Phone:		2125551212				
Owner/Operator Type:		P				
Date Became Current:						
Date Ended Current:		--				
NAICS Information		--				
Handler Information		--				
Date Received:		20060101				
Facility Name:		SENATOR HUGHES STATE OFFICE BUILDING				
Date Received:		20070101				
Facility Name:		SENATOR HUGHES STATE OFFICE BUILDING				
Date Received:		19861002				
Facility Name:		SENATOR HUGHES STATE OFFICE BUILDING				
Classification:		Small Quantity Generator				
Date Received:		19950517				
Facility Name:		SENATOR HUGHES STATE OFFICE BUILDING				
Hazardous Waste Information		--				
Waste Code:		NONE				
Waste:		DESCRIPTION				
Waste Code:		D001				
Waste:		IGNITABLE WASTE				
Waste Code:		D002				
Waste:		CORROSIVE WASTE				
Violation/Evaluation Information		--				

83	3 of 4	SE	0.25 / 1,314.40	401.66	NIAGARA MOHAWK A NATIONAL GRID CO 333 E WASHINGTON ST MANHOLE 333 SYRACUSE NY 13202	RCRA NON GEN
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County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000969634
Current Site Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		300, ERIE BLVD W, , SYRACUSE, NY, 13202, US				
Contact Name:		MARGARET M CARD				
Contact Address:		300, ERIE BLVD W, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--						
Owner/Operator Information						
--						
NAICS Information						
--						
Handler Information						
--						
Date Received:		20130618				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
--						
Date Received:		20130515				
Facility Name:		NIAGARA MOHAWK A NATIONAL GRID CO				
Classification:		Large Quantity Generator				
--						
Hazardous Waste Information						
--						
Waste Code:		B002				
Waste:						
--						
Waste Code:		B007				
Waste:						
--						
Violation/Evaluation Information						
--						

83	4 of 4	SE	0.25 / 1,314.40	401.66	SENATOR HUGHES STATE OFFICE BUILDING 333 E. WASHINGTON ST SYRACUSE NY 13202	UST
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Site ID:	46965	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program NO:	7-600527	Utm X:	406476.22769
Program Type:	Petroleum Bulk Storage Program	Utm Y:	4766961.96260
Site Type:	Other		

Tank Information	
--	
Tank ID:	138050
Tank NO:	1
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	1991-11-01 00:00:00
Capacity(gal):	10000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1999-07-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
Material Code:			0001			
Material Name:			#2 fuel oil (on-site consumption)			
Percent:			100.00			
--			--			
Equipment:			D00			
Code Name:			No Piping			
Type:			Pipe Type			
--			--			
Equipment:			G00			
Code Name:			None			
Type:			Tank Secondary Containment			
--			--			
Equipment:			A00			
Code Name:			None			
Type:			Tank Internal Protection			
--			--			
Equipment:			I00			
Code Name:			None			
Type:			Overfill			
--			--			
Equipment:			H05			
Code Name:			In-Tank System (ATG)			
Type:			Tank Leak Detection			
--			--			
Equipment:			B00			
Code Name:			None			
Type:			Tank External Protection			
--			--			
Equipment:			F00			
Code Name:			None			
Type:			Pipe External Protection			
--			--			
Equipment:			C00			
Code Name:			No Piping			
Type:			Pipe Location			
--			--			
Equipment:			J01			
Code Name:			Pressurized Dispenser			
Type:			Dispenser			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			01			
Affiliation Name:			Facility Owner			
Affiliation Sub Type:			B05			
Company:			NYS OFFICE OF GENERAL SERVICES			
Contact Type:						
Contact Name:						
Address:			39TH FLOOR, CORNING TOWER, ESP			
Address2:						
City:			ALBANY			
State:			NY			
Zip Code:			12242			
Country Code:			001			
Phone:			(518) 474-5166			
Phone Ext:						
Email:						
Fax:						
Modified By:			JLROGERS			
Last Modified:			2006-02-17 15:14:44.030000000			
--			--			
Affiliation Information						
--			--			
Affiliation Type:			07			
Affiliation Name:			Mail Contact			
Affiliation Sub Type:			NNN			
Company:			OFFICE OF GENERAL SERVICES			
Contact Type:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
<p>Contact Name: DOMINICK EPISCOPO Address: SENATOR HUGHES STATE OFFICE BUILDING Address2: 333 E. WASHINGTON ST. City: SYRACUSE State: NY Zip Code: 13202 Country Code: 001 Phone: (315) 428-4224 Phone Ext: Email: Fax: Modified By: TRANSLAT Last Modified: 2004-03-04 12:31:51.280000000 --</p> <p>Affiliation Information --</p> <p>Affiliation Type: 04 Affiliation Name: On-Site Operator Affiliation Sub Type: NNN Company: SENATOR HUGHES STATE OFFICE BUILDING Contact Type: Contact Name: OGS Address: Address2: City: State: NN Zip Code: Country Code: 001 Phone: (315) 428-4224 Phone Ext: Email: Fax: Modified By: TRANSLAT Last Modified: 2004-03-04 12:31:51.280000000 --</p> <p>Affiliation Information --</p> <p>Affiliation Type: 11 Affiliation Name: Emergency Contact Affiliation Sub Type: NNN Company: NYS OFFICE OF GENERAL SERVICES Contact Type: Contact Name: DOMINICK EPISCOPO Address: Address2: City: State: NN Zip Code: Country Code: 001 Phone: (315) 428-4221 Phone Ext: Email: Fax: Modified By: TRANSLAT Last Modified: 2004-03-04 12:31:51.297000000 --</p>						
84	1 of 2	NNE	0.26 / 1,368.37	458.08	ST JOSEPH'S HOSPITAL 301 PROSPECT AVE SYRACUSE NY 13203-1898	LEAKING TANKS
Site ID:	489373				DECREG:	7
Spill NO:	1308622				Lead DEC:	KCKEMP
SWIS Code:	3415				Contr Factor:	Tank Test Failure
DER Fac ID:	44167				Source:	Commercial/Industrial
Program Type:	ER				Penalty:	No
UST Trust:	No				CID:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Class:	C3				Meets Std:	No
Spill Date:	2013-11-25 11:52:00				Water Body:	
Close Date:	2014-01-08 00:00:00				Rem Phase:	0
Update Date:	2014-03-31 12:34:08.050000000				Refer to:	
CAC Date:	2014-01-08 00:00:00				Reported By:	Other
Create Date:	2013-11-25 11:54:00				After Hours:	No
Received Date:	2013-11-25 11:52:00				County:	Onondaga
Latitude:	43.055721317				Inspection Date:	2013-11-25 00:00:00
Longitude:	-76.149797633					
Caller Remark:						

"TANK TEST FAILURE"

DEC Remark:

"11/25/2013 - Tank G607U failed CP test. Tank G607U previously identified as overdue for annual NYS DEC CP testing during 11/15/2013 PBS inspection. per Lift Safe / Fuel Safe, highest CP values are -0.6 mVish (less than passing threshold of -0.850 mV), and St. Joseph;s will most likely remove tank rather than repair CP system. Tank tightness test required by Part 613.5(b)(2) to be performed next week. KCKemp 1/8/2014 - Tank to be replaced week of 1/13/2014 by Lift Safe Fuel Safe. Consent order issued for PBS 7-140309. 3/31/2014 - Closure report received and filed. Spill closed. KCKemp"

Spiller Information

--
Spiller Name:
Spiller Company: unknown
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: DAN SORBER
Contact Phone: 3159520692
Contact Ext.:

Material Information

--
Site ID: 489373
Spill Number: 1308622
OP Unit ID: 1238953
OU: 01
Material ID: 2238916
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity:
Units:
Recovered:
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

Material Information

--
Site ID: 489373
Spill Number: 1308622
OP Unit ID: 1238953
OU: 01
Material ID: 2238910

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Material Code:		0001A				
Material NA:		#2 fuel oil				
CAS NO:						
Mat Family:		Petroleum				
Quantity:						
Units:						
Recovered:						
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
Tank Test Information		--				
Spill Number:		1308622				
Spill Tank ID:		2494755				
Site ID:		489373				
Tank Number:		G607U				
Tank Size:		500				
Material:		0008				
EPA UST:		True				
UST:		True				
Cause:		03				
Source:		00				
Test Method:		21				
Leak Rate:		.00				
Gross Fail						
Modified By:		KCKEMP				
Last Modified:		2013-11-25 13:26:38.677000000				
Test Method:		Horner EZY3/EZY3 Locator Plus				
--		--				

84	2 of 2	NNE	0.26 / 1,368.37	458.08	ST. JOSEPHS HOSPITAL 301 PROSPECT AVE SYRACUSE NY 13208	LEAKING TANKS
Site ID:	448703				DECREG:	7
Spill NO:	1101254				Lead DEC:	KCKEMP
SWIS Code:	3415				Contr Factor:	Tank Test Failure
DER Fac ID:	403314				Source:	Institutional, Educational, Gov., Other
Program Type:	ER				Penalty:	No
UST Trust:	No				CID:	
Class:	C3				Meets Std:	No
Spill Date:	2011-05-03 15:00:00				Water Body:	NONE
Close Date:	2012-12-10 00:00:00				Rem Phase:	0
Update Date:	2012-12-10 13:41:30.153000000				Refer to:	
CAC Date:	2012-12-10 00:00:00				Reported By:	Tank Tester
Create Date:	2011-05-03 16:22:00				After Hours:	No
Received Date:	2011-05-03 16:20:00				County:	Onondaga
Latitude:	43.055721317				Inspection Date:	
Longitude:	-76.149797633					
Caller Remark:						

"INTERSTITIAL RISER FAILURE."

DEC Remark:

"Believed to be Tank 700 - 20k #2 fuel oil UST. Repeated instances of water in interstitial at various levels or empty. Appears to fluctuate directly proportional to local precip trends. Pressure test on interstitial indicates 1 psi loss over approx 15 minutes and total pressure loss after 2 hours. Tank to be emptied. 9/29/2011 - Tank removed and replaced. See 1107675"

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Spiller Information						
--		--				
Spiller Name:						
Spiller Company:		ST JOSEPH'S HOSPITAL				
Spiller Address:		301 PROSPECT AVE				
Spiller City:		SYRACUSE				
Spiller State:		NY				
Spiller Zip:		13208				
Spiller Country:		999				
Contact Name:		DAN				
Contact Phone:						
Contact Ext.:						
--		--				
Material Information						
--		--				
Site ID:		448703				
Spill Number:		1101254				
OP Unit ID:		1198932				
OU:		01				
Material ID:		2195269				
Material Code:		0001A				
Material NA:		#2 fuel oil				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:		G				
Recovered:		.00				
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		Yes				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				
Tank Test Information						
--		--				
Spill Number:		1101254				
Spill Tank ID:		2490426				
Site ID:		448703				
Tank Number:		700				
Tank Size:		20000				
Material:		0001				
EPA UST:		False				
UST:		False				
Cause:		00				
Source:		01				
Test Method:		14				
Leak Rate:		.00				
Gross Fail		F				
Modified By:		KCKEMP				
Last Modified:		2011-05-09 13:39:03.760000000				
Test Method:		VacuTest				
--		--				

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1 of 1

NE

0.27 /
1,406.20

450.37

ST. JOSEPH HOSPITAL
110 UNION AVENUE
SYRACUSE NY

LEAKING
TANKS

Site ID: 143447
Spill NO: 8708111
SWIS Code: 3415

DECREG: 7
Lead DEC: GREGG
Contr Factor: Tank Test Failure

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
DER Fac ID:	122351				Source:	Institutional, Educational, Gov., Other
Program Type:	ER				Penalty:	No
UST Trust:	No				CID:	
Class:					Meets Std:	Yes
Spill Date:	1987-12-18 15:30:00				Water Body:	
Close Date:	1989-07-10 00:00:00				Rem Phase:	0
Update Date:	1989-07-10 00:00:00				Refer to:	
CAC Date:	1989-07-10 00:00:00				Reported By:	Tank Tester
Create Date:	1988-01-05 00:00:00				After Hours:	Yes
Received Date:	1987-12-18 17:22:00				County:	Onondaga
Latitude:	43.055746580				Inspection Date:	
Longitude:	-76.149039030					
Caller Remark:						
DEC Remark:						

Spiller Information

-- --

Spiller Name:

Spiller Company: ST. JOSEPH HOSPITAL

Spiller Address: PROSPECT ST.

Spiller City: SYRACUSE

Spiller State: NY

Spiller Zip:

Spiller Country: 001

Contact Name:

Contact Phone:

Contact Ext.:

-- --

Material Information

-- --

Site ID: 143447

Spill Number: 8708111

OP Unit ID: 912605

OU: 01

Material ID: 463508

Material Code: 0001A

Material NA: #2 fuel oil

CAS NO:

Mat Family: Petroleum

Quantity: .00

Units:

Recovered: .00

Med Soil: No

Med Air: No

Med In Air: No

Med GW: Yes

Med SW: No

Med DW: No

Med Sewer: No

Med Surf: No

Med Subway: No

Med Utility: No

Oxygenate:

-- --

86	1 of 1	NNW	0.27 / 1,447.55	385.36	FRANKLIN CENTER 455 NORHT FRANKLIN CENTER SYRACUSE NY	LEAKING TANKS
Site ID:	241385				DECREG:	7
Spill NO:	0302073				Lead DEC:	CFMANNES
SWIS Code:	3415				Contr Factor:	Tank Failure
DER Fac ID:	198460				Source:	Unknown
Program Type:	ER				Penalty:	No
UST Trust:	No				CID:	282

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Class:	C3				Meets Std:	No
Spill Date:	2003-05-27 12:00:00				Water Body:	
Close Date:	2004-05-04 00:00:00				Rem Phase:	0
Update Date:	2004-05-05 00:00:00				Refer to:	
CAC Date:					Reported By:	Other
Create Date:	2003-05-28 00:00:00				After Hours:	Yes
Received Date:	2003-05-28 16:54:00				County:	Onondaga
Latitude:					Inspection Date:	
Longitude:						
Caller Remark:						
DEC Remark:						

Spiller Information

-- --
Spiller Name: SAME
Spiller Company: UNKNOWN FOR NOW
Spiller Address: SAME
Spiller City: N/A
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name: ANDY BREUER
Contact Phone: (315) 476-7917
Contact Ext.:

Material Information

-- --
Site ID: 241385
Spill Number: 0302073
OP Unit ID: 869995
OU: 01
Material ID: 506557
Material Code: 0001A
Material NA: #2 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
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87	1 of 2	E	0.29 / 1,505.68	407.59	BURNET AVENUE SEWER MAINT BURNET AVENUE SYRACUSE NY	LEAKING TANKS
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Site ID:	216738	DECREG:	7
Spill NO:	9609124	Lead DEC:	BFMATTHE
SWIS Code:	3415	Contr Factor:	Tank Overfill
DER Fac ID:	179455	Source:	Gasoline Station or other PBS Facility
Program Type:	ER	Penalty:	No
UST Trust:	Yes	CID:	204
Class:	B3	Meets Std:	No
Spill Date:	1996-10-22 09:15:00	Water Body:	CREEK
Close Date:	1997-08-14 00:00:00	Rem Phase:	0

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Update Date:		1997-10-23 00:00:00		Refer to:		
CAC Date:				Reported By:		Local Agency
Create Date:		1996-10-22 00:00:00		After Hours:		No
Received Date:		1996-10-22 09:39:00		County:		Onondaga
Latitude:		43.052299994		Inspection Date:		
Longitude:		-76.145510000				
Caller Remark:						
DEC Remark:						
Spiller Information						
--						
Spiller Name:		JOHN ELLIOTT				
Spiller Company:		BURNET AVENUE SEWER MAINT				
Spiller Address:		BURNET AVENUE				
Spiller City:		SYRACUSE				
Spiller State:		NY				
Spiller Zip:						
Spiller Country:		001				
Contact Name:		JOHN ELLIOTT				
Contact Phone:		(315) 435-3451				
Contact Ext.:						
--						
Material Information						
--						
Site ID:		216738				
Spill Number:		9609124				
OP Unit ID:		1040457				
OU:		01				
Material ID:		344854				
Material Code:		0009				
Material NA:		gasoline				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:		G				
Recovered:		.00				
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		Yes				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--						

87	2 of 2	E	0.29 / 1,505.68	407.59	MAINTENANCE GARAGE BURNET AVE SYRACUSE NY	LEAKING TANKS
Site ID:		278116		DECREG:		7
Spill NO:		9602552		Lead DEC:		CFMANNES
SWIS Code:		3400		Contr Factor:		Tank Failure
DER Fac ID:		279183		Source:		Institutional, Educational, Gov., Other
Program Type:		ER		Penalty:		No
UST Trust:		No		CID:		252
Class:		C3		Meets Std:		No
Spill Date:		1996-05-22 12:55:00		Water Body:		
Close Date:		1996-12-31 00:00:00		Rem Phase:		0
Update Date:		1997-11-24 00:00:00		Refer to:		
CAC Date:		1996-05-22 00:00:00		Reported By:		Other
Create Date:		1996-05-22 00:00:00		After Hours:		Yes

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Received Date:	1996-05-22 17:17:00				County: Onondaga	
Latitude:	43.052299994				Inspection Date:	
Longitude:	-76.145510000					
Caller Remark:						
DEC Remark:						
Spiller Information						
--		--				
Spiller Name:		GARY SCHAUS				
Spiller Company:		ONONDAGA DRAIN SANITATION				
Spiller Address:		UNKNOWN				
Spiller City:		SYRACUSE				
Spiller State:		NY				
Spiller Zip:						
Spiller Country:		001				
Contact Name:		BILL ELLSWORTH				
Contact Phone:		(315) 463-6000				
Contact Ext.:						
--		--				
Material Information						
--		--				
Site ID:		278116				
Spill Number:		9602552				
OP Unit ID:		1033985				
OU:		01				
Material ID:		352369				
Material Code:		0078A				
Material NA:		ferrous chloride				
CAS NO:		07758943				
Mat Family:		Hazardous Material				
Quantity:		.00				
Units:		G				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
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88	1 of 1	SW	0.29 / 1,534.42	377.56	WALTON STREET ASSOCIATES 231 WALTON STREET SYRACUSE NY	LEAKING TANKS
Site ID:	226385				DECREG: 7	
Spill NO:	9609350				Lead DEC: MENASH	
SWIS Code:	3415				Contr Factor: Tank Failure	
DER Fac ID:	116311				Source: Commercial/Industrial	
Program Type:	ER				Penalty: No	
UST Trust:	No				CID: 199	
Class:	C4				Meets Std: No	
Spill Date:	1996-10-24 10:00:00				Water Body:	
Close Date:	1996-11-08 00:00:00				Rem Phase: 0	
Update Date:	1996-11-08 00:00:00				Refer to:	
CAC Date:					Reported By: Responsible Party	
Create Date:	1996-10-25 00:00:00				After Hours: No	
Received Date:	1996-10-24 14:00:00				County: Onondaga	
Latitude:	43.047949090				Inspection Date:	
Longitude:	-76.157009250					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Caller Remark:						
DEC Remark:						
Spiller Information						
--						
Spiller Name:						
Spiller Company:		WALTON STREET ASSOCIATES				
Spiller Address:		231 WALTON ST				
Spiller City:		SYRACUSE				
Spiller State:		NY				
Spiller Zip:						
Spiller Country:		001				
Contact Name:						
Contact Phone:						
Contact Ext.:						
--						
Material Information						
--						
Site ID:		226385				
Spill Number:		9609350				
OP Unit ID:		1040829				
OU:		01				
Material ID:		345074				
Material Code:		0064A				
Material NA:		unknown material				
CAS NO:						
Mat Family:		Other				
Quantity:		.00				
Units:		G				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
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89	1 of 4	SE	0.29 / 1,535.15	400.21	NY TELEPHONE 201 SOUTH STATE STREET SYRACUSE NY	LEAKING TANKS
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Site ID:	132347	DECREG:	7
Spill NO:	8603856	Lead DEC:	UNASSIGNED
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	211209	Source:	Institutional, Educational, Gov., Other
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	
Class:		Meets Std:	Yes
Spill Date:	1986-09-12 16:00:00	Water Body:	
Close Date:	1987-08-11 00:00:00	Rem Phase:	0
Update Date:	2003-12-02 00:00:00	Refer to:	
CAC Date:	1987-08-11 00:00:00	Reported By:	Fire Department
Create Date:		After Hours:	No
Received Date:	1986-09-12 16:22:00	County:	Onondaga
Latitude:	43.049478610	Inspection Date:	
Longitude:	-76.147301260		
Caller Remark:			
DEC Remark:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Spiller Information						
--		--				
Spiller Name:						
Spiller Company:		NY TELEPHONE				
Spiller Address:		S. STATE ST.				
Spiller City:		SYRACUSE				
Spiller State:		ZZ				
Spiller Zip:						
Spiller Country:		001				
Contact Name:						
Contact Phone:						
Contact Ext.:						
--		--				
Material Information						
--		--				
Site ID:		132347				
Spill Number:		8603856				
OP Unit ID:		900768				
OU:		01				
Material ID:		559746				
Material Code:		0001A				
Material NA:		#2 fuel oil				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:						
Recovered:		.00				
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		Yes				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
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89	2 of 4	SE	0.29 / 1,535.15	400.21	NEW YORK TELEPHONE 201 SOUTH STATE STREET SYRACUSE NY	LEAKING TANKS
Site ID:	257954				DECREG:	7
Spill NO:	9301971				Lead DEC:	CFMANNES
SWIS Code:	3415				Contr Factor:	Tank Test Failure
DER Fac ID:	211209				Source:	Commercial/Industrial
Program Type:	ER				Penalty:	No
UST Trust:	No				CID:	
Class:	D4				Meets Std:	Yes
Spill Date:	1993-05-11 23:00:00				Water Body:	
Close Date:	1993-05-13 00:00:00				Rem Phase:	0
Update Date:	2003-12-02 00:00:00				Refer to:	
CAC Date:	1993-05-13 00:00:00				Reported By:	Tank Tester
Create Date:					After Hours:	Yes
Received Date:	1993-05-12 07:34:00				County:	Onondaga
Latitude:	43.049478610				Inspection Date:	
Longitude:	-76.147301260					
Caller Remark:						
DEC Remark:						

Spiller Information

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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Spiller Name:						
Spiller Company:		NEW YORK TELEPHONE				
Spiller Address:		201 SOUTH STATE STREET				
Spiller City:		SYRACUSE				
Spiller State:		NY				
Spiller Zip:						
Spiller Country:		001				
Contact Name:						
Contact Phone:						
Contact Ext.:						
--		--				
Material Information						
--		--				
Site ID:		257954				
Spill Number:		9301971				
OP Unit ID:		983991				
OU:		01				
Material ID:		399120				
Material Code:		0001A				
Material NA:		#2 fuel oil				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:						
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
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89	3 of 4	SE	0.29 / 1,535.15	400.21	NY TELEPHONE 201 SOUTH STATE STREET SYRACUSE NY	LEAKING TANKS
Site ID:		132346		DECREG:		7
Spill NO:		8603824		Lead DEC:		UNASSIGNED
SWIS Code:		3415		Contr Factor:		Tank Test Failure
DER Fac ID:		211209		Source:		Commercial/Industrial
Program Type:		ER		Penalty:		No
UST Trust:		Yes		CID:		
Class:				Meets Std:		Yes
Spill Date:		1986-09-06 17:00:00		Water Body:		
Close Date:		1987-06-04 00:00:00		Rem Phase:		0
Update Date:		2003-12-02 00:00:00		Refer to:		
CAC Date:		1987-06-04 00:00:00		Reported By:		Responsible Party
Create Date:				After Hours:		Yes
Received Date:		1986-09-06 17:00:00		County:		Onondaga
Latitude:		43.049478610		Inspection Date:		
Longitude:		-76.147301260				
Caller Remark:						
DEC Remark:						
Spiller Information						
--		--				
Spiller Name:						
Spiller Company:		NY TELEPHONE				
Spiller Address:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Spiller City:						
Spiller State:		ZZ				
Spiller Zip:						
Spiller Country:		001				
Contact Name:						
Contact Phone:						
Contact Ext.:						
--						
Material Information						
--						
Site ID:		132346				
Spill Number:		8603824				
OP Unit ID:		901076				
OU:		01				
Material ID:		476637				
Material Code:		0009				
Material NA:		gasoline				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:						
Recovered:		.00				
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		Yes				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--						

89	4 of 4	SE	0.29 / 1,535.15	400.21	NEW YORK TEL 201 SOUTH STATE STREET SYRACUSE NY	LEAKING TANKS
Site ID:		176285			DECREG:	7
Spill NO:		9302015			Lead DEC:	MENASH
SWIS Code:		3415			Contr Factor:	Tank Test Failure
DER Fac ID:		211209			Source:	Commercial/Industrial
Program Type:		ER			Penalty:	No
UST Trust:		No			CID:	
Class:		D4			Meets Std:	Yes
Spill Date:		1993-05-12 18:35:00			Water Body:	
Close Date:		1993-07-09 00:00:00			Rem Phase:	0
Update Date:		1993-07-09 00:00:00			Refer to:	
CAC Date:		1993-07-09 00:00:00			Reported By:	Responsible Party
Create Date:		1993-07-07 00:00:00			After Hours:	Yes
Received Date:		1993-05-12 08:14:00			County:	Onondaga
Latitude:		43.049478610			Inspection Date:	
Longitude:		-76.147301260				
Caller Remark:						
DEC Remark:						
Spiller Information						
--						
Spiller Name:						
Spiller Company:		NEW YORK TEL CO				
Spiller Address:		201 S STATE STREET				
Spiller City:		SYRACUSE				
Spiller State:		NY				
Spiller Zip:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Spiller Country:		001				
Contact Name:						
Contact Phone:						
Contact Ext.:						
--		--				
Material Information						
--		--				
Site ID:		176285				
Spill Number:		9302015				
OP Unit ID:		984030				
OU:		01				
Material ID:		399163				
Material Code:		0001A				
Material NA:		#2 fuel oil				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:						
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

90	1 of 1	SE	0.31 / 1,613.11	399.22	N.Y. TELE. - FAYETTE ST. FAYETTE ST & STATE ST SYRACUSE NY	LEAKING TANKS
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Site ID:	313598	DECREG:	7
Spill NO:	8605899	Lead DEC:	VOLLMER
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	252846	Source:	Commercial/Industrial
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	
Class:		Meets Std:	Yes
Spill Date:	1986-12-16 09:00:00	Water Body:	
Close Date:	1989-12-31 00:00:00	Rem Phase:	0
Update Date:	1993-11-19 00:00:00	Refer to:	
CAC Date:	1987-01-31 00:00:00	Reported By:	Responsible Party
Create Date:	1987-01-05 00:00:00	After Hours:	No
Received Date:	1986-12-16 11:00:00	County:	Onondaga
Latitude:	43.048617967	Inspection Date:	
Longitude:	-76.147417875		
Caller Remark:			

DEC Remark:

Spiller Information

--		--
Spiller Name:		
Spiller Company:	N.Y. TELEPHONE	
Spiller Address:	FAYETTE & STATE STREETS	
Spiller City:	SYRACUSE	
Spiller State:	NY	
Spiller Zip:		
Spiller Country:	001	
Contact Name:		
Contact Phone:		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Contact Ext.:						
--						
Material Information						
--						
Site ID:		313598				
Spill Number:		8605899				
OP Unit ID:		902744				
OU:		01				
Material ID:		475049				
Material Code:		0001A				
Material NA:		#2 fuel oil				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:						
Recovered:		.00				
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		Yes				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
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91	1 of 1	WSW	0.31 / 1,648.09	400.29	Spill Number 8710952 400 BLOCK ERIE BLVD SYRACUSE NY	LEAKING TANKS
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Site ID:	281831	DECREG:	7
Spill NO:	8710952	Lead DEC:	AJMARSCH
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	228808	Source:	Passenger Vehicle
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	
Class:		Meets Std:	Yes
Spill Date:	1988-03-31 10:30:00	Water Body:	
Close Date:	1988-04-12 00:00:00	Rem Phase:	0
Update Date:	1995-01-03 00:00:00	Refer to:	
CAC Date:	1988-04-12 00:00:00	Reported By:	Affected Persons
Create Date:	1988-04-01 00:00:00	After Hours:	No
Received Date:	1988-03-31 12:07:00	County:	Onondaga
Latitude:		Inspection Date:	
Longitude:			
Caller Remark:			

DEC Remark:

Spiller Information

--	
Spiller Name:	
Spiller Company:	UNKNOWN CAR
Spiller Address:	SEARS OIL GAS STA.
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	

Material Information

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--	--	--	--	--	--	--
Site ID:		281831				
Spill Number:		8710952				
OP Unit ID:		915708				
OU:		01				
Material ID:		462697				
Material Code:		0009				
Material NA:		gasoline				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		5.00				
Units:		G				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
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92	1 of 1	NW	0.33 / 1,734.74	372.86	HIGHWAY OIL CO. STATION 107 AUBURN NY	LEAKING TANKS
Site ID:	132497				DECREG: 7	
Spill NO:	8701728				Lead DEC: AJMARSCH	
SWIS Code:	0601				Contr Factor: Tank Test Failure	
DER Fac ID:	114104				Source: Gasoline Station or other PBS Facility	
Program Type:	ER				Penalty: No	
UST Trust:	Yes				CID:	
Class:					Meets Std: Yes	
Spill Date:	1987-05-22 11:20:00				Water Body:	
Close Date:	1987-07-03 00:00:00				Rem Phase: 0	
Update Date:	1987-07-08 00:00:00				Refer to:	
CAC Date:	1987-07-03 00:00:00				Reported By: Tank Tester	
Create Date:	1987-06-09 00:00:00				After Hours: No	
Received Date:	1987-06-01 13:48:00				County: Cayuga	
Latitude:	43.056068000				Inspection Date:	
Longitude:	-76.158908000					
Caller Remark:						
DEC Remark:						
Spiller Information						
--	--	--	--	--	--	--
Spiller Name:						
Spiller Company:		HIGHWAY OIL CO.				
Spiller Address:		STATION 107				
Spiller City:		AUBURN				
Spiller State:		ZZ				
Spiller Zip:						
Spiller Country:		001				
Contact Name:						
Contact Phone:						
Contact Ext.:						
--	--	--	--	--	--	--
Material Information						
--	--	--	--	--	--	--
Site ID:	132497					
Spill Number:	8701728					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
OP Unit ID:		906198				
OU:		01				
Material ID:		471639				
Material Code:		0009				
Material NA:		gasoline				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:						
Recovered:		.00				
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		Yes				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

93	1 of 1	W	0.33 / 1,765.07	399.37	AUTO FINISHERS SUPPLY CO 206-208 PLUM ST SYRACUSE NY	LEAKING TANKS
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Site ID:	116943	DECREG:	7
Spill NO:	9813285	Lead DEC:	CFMANNES
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	101732	Source:	Commercial/Industrial
Program Type:	ER	Penalty:	No
UST Trust:	Yes	CID:	312
Class:	C3	Meets Std:	No
Spill Date:	1999-01-29 11:30:00	Water Body:	
Close Date:	1999-09-17 00:00:00	Rem Phase:	0
Update Date:	2002-09-18 00:00:00	Refer to:	
CAC Date:		Reported By:	Other
Create Date:	1999-01-29 00:00:00	After Hours:	No
Received Date:	1999-01-29 12:21:00	County:	Onondaga
Latitude:	43.052221650	Inspection Date:	1999-01-29 00:00:00
Longitude:	-76.160147020		
Caller Remark:			

DEC Remark:

Spiller Information

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Spiller Name:

Spiller Company: AUTO FINISHERS SUPPLY CO

Spiller Address: 206-208 PLUM ST

Spiller City: SYRACUSE

Spiller State: NY

Spiller Zip:

Spiller Country: 001

Contact Name:

Contact Phone:

Contact Ext.:

--

Material Information

--

--

Site ID: 116943

Spill Number: 9813285

OP Unit ID: 1073721

OU: 01

Material ID: 310010

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Material Code:		0009				
Material NA:		gasoline				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:		G				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
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94	1 of 2	SSW	0.34 / 1,783.76	398.78	Hosek Prop/339 W Jeff.St(400 Bk of SW ST 339 West Jefferson Street Syracuse NY 13202-	BROWNFIELDS
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Site Code:	57358	Region:	7
Site Class:	N	Town:	Syracuse (c)
Program:	BCP	Record Added:	2004-03-30 10:05:00
HW Code:	C734097	Record Update:	2007-02-15 09:13:00
SWIS:	3415	Updated By:	KXCarpn
Acres:	1.000	Latitude:	43.046769030
County:	Onondaga	Longitude:	-76.157332260
Site Class Desc:			
Assess DOH:			
DESCRIPTION:			

See Site. #V00453

ASSESSMENT:

Owner
--

Site Code:	57358
HW Code:	C734097
Owner Op.:	06
Seq No.:	0000002
Sub Type:	ZZZ
Owner Name:	
Owner Company:	415 SOUTH WEST STREET, LLC
Owner Street:	C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
--	--

Owner
--

Site Code:	57358
HW Code:	C734097
Owner Op.:	01
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	FRANCIS & PATIE HOSEK
Owner Street:	339 WEST JEFFERSON STREET

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner Street 2: Owner City: SYRACUSE Owner State: NY Owner Zip: 13202 Country: United States of America --						
94	2 of 2	SSW	0.34 / 1,783.76	398.78	Hosek Prop/339 W Jeff.St(400 Bk of SW ST 339 West Jefferson Street Syracuse NY 13202-	VCP
Site Code: 57027 Site Class: N Program: VCP HW Code: V00453 SWIS: 3415 Acres: Region: 7 Site Class Description: Assess DOH: DESCRIPTION:						
The Hosek property is located at 339 West Jefferson Street in the city of syracuse, Onondaga county. This property is currently being used for commercial purposes and was described as a wholesale paper warehouse during the 1950's. No investigations have been performed and there is no historical data to suggest that contamination exists.						
ASSESSMENT:						
Owner						
--						
Site Code: 57027 HW Code: V00453 Owner Op.: 01 Seq No.: 0000001 Sub Type: ZZZ Owner Name: FRANCIS & PATIE HOSEK Owner Company: Hosek Prop/339 W Jeff.St(400 Bk of SW ST Owner Street: 339 WEST JEFFERSON STREET Owner Street 2: Owner City: SYRACUSE Owner State: NY Owner Zip: 13202 Country: United States of America --						
Owner						
--						
Site Code: 57027 HW Code: V00453 Owner Op.: 06 Seq No.: 0000002 Sub Type: 10 Owner Name: Owner Company: 415 SOUTH WEST STREET LLC Owner Street: C/O S&W REDEV.LLC-1 REMINGTON PK DR Owner Street 2: Owner City: CAZENOVIA Owner State: NY Owner Zip: 13035 Country: United States of America --						
95	1 of 1	W	0.34 / 1,803.53	399.37	Spill Number 0307721 601 WEST GENESSEE STREET SYRACUSE NY	LEAKING TANKS

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Site ID:	318571				DECREG:	7
Spill NO:	0307721				Lead DEC:	CFMANNES
SWIS Code:	3415				Contr Factor:	Tank Failure
DER Fac ID:	171041				Source:	Commercial/Industrial
Program Type:	ER				Penalty:	No
UST Trust:	No				CID:	199
Class:	C3				Meets Std:	No
Spill Date:	2003-10-22 09:00:00				Water Body:	
Close Date:	2003-10-28 00:00:00				Rem Phase:	0
Update Date:	2003-10-29 00:00:00				Refer to:	
CAC Date:					Reported By:	Other
Create Date:	2003-10-22 00:00:00				After Hours:	No
Received Date:	2003-10-22 09:18:00				County:	Onondaga
Latitude:	43.053347540				Inspection Date:	2003-10-22 00:00:00
Longitude:	-76.160119130					
Caller Remark:						

DEC Remark:

Spiller Information

-- --
Spiller Name:
Spiller Company:
Spiller Address:
Spiller City: ***Update***
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name: DAVID ROTH
Contact Phone: (315) 243-3130
Contact Ext.:
 -- --

Material Information

-- --
Site ID: 318571
Spill Number: 0307721
OP Unit ID: 876297
OU: 01
Material ID: 555275
Material Code: 0001A
Material NA: #2 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 -- --

96	1 of 1	NW	0.35 / 1,853.88	370.77	501 PLUM ST. 501 PLUM STREET SYRACUSE NY	LEAKING TANKS
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Site ID:	287306	DECREG:	7
Spill NO:	9101275	Lead DEC:	GREGG
SWIS Code:	3415	Contr Factor:	Tank Failure

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
DER Fac ID:	153455				Source:	Commercial/Industrial
Program Type:	ER				Penalty:	No
UST Trust:	No				CID:	
Class:	D3				Meets Std:	Yes
Spill Date:	1991-04-30 12:00:00				Water Body:	
Close Date:	1993-01-11 00:00:00				Rem Phase:	0
Update Date:	1993-01-11 00:00:00				Refer to:	
CAC Date:	1991-05-01 00:00:00				Reported By:	Other
Create Date:	1991-05-01 00:00:00				After Hours:	No
Received Date:	1991-05-01 09:30:00				County:	Onondaga
Latitude:	43.055412630				Inspection Date:	
Longitude:	-76.159826510					
Caller Remark:						

DEC Remark:

Spiller Information

-- --
Spiller Name:
Spiller Company: UNK
Spiller Address:
Spiller City: ***UPDATE***
Spiller State: ZZ
Spiller Zip:
Spiller Country: 999
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

-- --
Site ID: 287306
Spill Number: 9101275
OP Unit ID: 952530
OU: 01
Material ID: 427396
Material Code: 0001A
Material NA: #2 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: Yes
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 -- --

[97](#) 1 of 4 SW 0.35 / 1,867.01 389.69 **Hosek Prop/343 W Jeff.St.(400 Bk of SW S 343 West Jefferson Street Syracuse NY 13202-** **BROWNFIELDS**

Site Code: 57359 **Region:** 7
Site Class: N **Town:** Syracuse (c)
Program: BCP **Record Added:** 2004-03-30 10:12:00
HW Code: C734098 **Record Update:** 2007-02-15 09:13:00
SWIS: 3415 **Updated By:** KXCarpem

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Acres:	1.000				Latitude: 43.046814080	
County:	Onondaga				Longitude: -76.157528360	
Site Class Desc:						
Assess DOH:						
DESCRIPTION:						
See Site #V00454						
ASSESSMENT:						
Owner						
--		--				
Site Code:		57359				
HW Code:		C734098				
Owner Op.:		01				
Seq No.:		0000001				
Sub Type:		E				
Owner Name:						
Owner Company:		FRANCIS & PATIE HOSEK				
Owner Street:		165 DEPALMA AVE				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		57359				
HW Code:		C734098				
Owner Op.:		06				
Seq No.:		0000002				
Sub Type:		ZZZ				
Owner Name:						
Owner Company:		415 SOUTH WEST STREET, LLC				
Owner Street:		C/O S&W REDEV.LLC, 1 REMINGTON PARK				
Owner Street 2:						
Owner City:		CAZENOVIA				
Owner State:		NY				
Owner Zip:		13035				
Country:		United States of America				
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97	2 of 4	SW	0.35 / 1,867.01	389.69	Vacant Lot(400 Block of SWest Street) 347-351 West Jefferson Street Syracuse NY 13202-	BROWNFIELDS
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Site Code:	57905	Region:	7
Site Class:	N	Town:	Syracuse (c)
Program:	BCP	Record Added:	2004-03-30 09:17:00
HW Code:	C734094	Record Update:	2007-02-15 09:12:00
SWIS:	3415	Updated By:	KXCarpn
Acres:	1.000	Latitude:	43.046745800
County:	Onondaga	Longitude:	-76.157942220
Site Class Desc:			
Assess DOH:			
DESCRIPTION:			

See Site #V00450

ASSESSMENT:

Owner
--
Site Code: 57905

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
HW Code:		C734094				
Owner Op.:		01				
Seq No.:		0000001				
Sub Type:		C01				
Owner Name:						
Owner Company:		CITY OF SYRACUSE (CITY HALL)				
Owner Street:		233 E. WASHINGTON STREET, ROOM 130				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13202				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		57905				
HW Code:		C734094				
Owner Op.:		06				
Seq No.:		0000002				
Sub Type:		ZZZ				
Owner Name:						
Owner Company:		415 SOUTH WEST STREET, LLC				
Owner Street:		C/O S&W REDEV.LLC, 1 REMINGTON PARK				
Owner Street 2:						
Owner City:		CAZENOVIA				
Owner State:		NY				
Owner Zip:		13035				
Country:		United States of America				
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97	3 of 4	SW	0.35 / 1,867.01	389.69	Hosek Prop/343 W Jeff.St.(400 Bk of SW S 343 West Jefferson Street Syracuse NY 13202-	VCP
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Site Code:	57028	Record Added:	2001-03-27 09:20:00
Site Class:	N	Record Update:	2005-03-25 15:05:00
Program:	VCP	Updated By:	RJBRAZEL
HW Code:	V00454	County:	Onondaga
SWIS:	3415	Town:	Syracuse (c)
Acres:		Latitude:	43.046814080
Region:	7	Longitude:	-76.157528360
Site Class Description:			
Assess DOH:			
DESCRIPTION:			

The Hosek property located at 343 West Jefferson Street in the City of Syracuse, Onondaga County is currently being used for commercial purposes. Sanborn data indicates that the site was used for a warehouse during the 1940's and 50's. No historical data suggests that contamination exists at this site. There have been no investigations performed and plans have not been submitted.

ASSESSMENT:

Owner	
--	--
Site Code:	57028
HW Code:	V00454
Owner Op.:	01
Seq No.:	0000001
Sub Type:	ZZZ
Owner Name:	FRANCIS & PATIE HOSEK
Owner Company:	Hosek Prop/343 W Jeff.St.(400 Bk of SW S
Owner Street:	165 DE PALMA AVE.
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Country:		United States of America				
--		--				
Owner		--				
--		--				
Site Code:		57028				
HW Code:		V00454				
Owner Op.:		06				
Seq No.:		0000002				
Sub Type:		10				
Owner Name:						
Owner Company:		415 SOUTH WEST STREET LLC				
Owner Street:		C/O S&W REDEV.LLC-1 REMINGTON PK DR				
Owner Street 2:						
Owner City:		CAZENOVIA				
Owner State:		NY				
Owner Zip:		13035				
Country:		United States of America				
--		--				

97	4 of 4	SW	0.35 / 1,867.01	389.69	Vacant Lot(400 Block of SWest Street) 347-351 West Jefferson Street Syracuse NY 13202-	VCP
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Site Code:	57903	Record Added:	2001-03-27 08:55:00
Site Class:	N	Record Update:	2005-03-25 15:03:00
Program:	VCP	Updated By:	RJBRAZEL
HW Code:	V00450	County:	Onondaga
SWIS:	3415	Town:	Syracuse (c)
Acres:		Latitude:	43.046745800
Region:	7	Longitude:	-76.157942220
Site Class Description:			
Assess DOH:			
DESCRIPTION:			

This site is a vacant lot which is located at 347-351 West Jefferson Street in the City of Syracuse, Onondaga County. There are no predominant features currently located at this site. Sanborn maps indicate that during the 1940's and 50's a garage and repair shop were located at this parking lot. Currently the site is used as a parking lot. No information exists on contaminants but garage and repair shop activities could have resulted in various types of contamination. No subsurface investigations have been performed at this site.

ASSESSMENT:

Owner		--	
--		--	
Site Code:	57903		
HW Code:	V00450		
Owner Op.:	06		
Seq No.:	0000002		
Sub Type:	10		
Owner Name:			
Owner Company:	415 SOUTH WEST STREET LLC		
Owner Street:	C/O S&W REDEV.LLC-1 REMINGTON PK DR		
Owner Street 2:			
Owner City:	CAZENOVIA		
Owner State:	NY		
Owner Zip:	13035		
Country:	United States of America		
--		--	
Owner		--	
--		--	
Site Code:	57903		
HW Code:	V00450		
Owner Op.:	01		
Seq No.:	0000001		
Sub Type:	ZZZ		
Owner Name:			
Owner Company:	CITY OF SYRACUSE		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner Street:		233 E WASHINGTON ST.ROOM 130 CITY HA				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13202				
Country:		United States of America				
--		--				

98	1 of 2	SW	0.36 / 1,887.12	389.76	Hosek Prop/345 W Jeff. St(400 Bk of SW S 345 West Jefferson Street Syracuse NY 13202-	BROWNFIELDS
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Site Code:	57360	Region:	7
Site Class:	N	Town:	Syracuse (c)
Program:	BCP	Record Added:	2004-03-30 10:21:00
HW Code:	C734099	Record Update:	2007-02-15 09:13:00
SWIS:	3415	Updated By:	KXCarpn
Acres:	1.000	Latitude:	43.046676100
County:	Onondaga	Longitude:	-76.157667680
Site Class Desc:			
Assess DOH:			
DESCRIPTION:			

See Site #V00455

ASSESSMENT:

Owner
--

Site Code:	57360
HW Code:	C734099
Owner Op.:	01
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	HOSEK CONTRACTORS, INC.
Owner Street:	339 WEST JEFFERSON STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--

Owner
--

Site Code:	57360
HW Code:	C734099
Owner Op.:	06
Seq No.:	0000002
Sub Type:	ZZZ
Owner Name:	
Owner Company:	415 SOUTH WEST STREET, LLC
Owner Street:	C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
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98	2 of 2	SW	0.36 / 1,887.12	389.76	Hosek Prop/345 W Jeff. St(400 Bk of SW S 345 West Jefferson Street Syracuse NY 13202-	VCP
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Site Code:	57029				Record Added: 2001-03-27 09:26:00	
Site Class:	N				Record Update: 2005-03-25 15:05:00	
Program:	VCP				Updated By: RJBRAZEL	
HW Code:	V00455				County: Onondaga	
SWIS:	3415				Town: Syracuse (c)	
Acres:					Latitude: 43.046697470	
Region:	7				Longitude: -76.157662270	
Site Class Description:						
Assess DOH:						
DESCRIPTION:						

The Hosek property building located at 345 West Jefferson Street in the city of Syracuse, Onondaga county is being used for commercial purposes. Historical data indicates that the building was used for wholesale and retail dairy supply business. No data suggests the presence of contamination. No subsurface investigations have been performed and there have not been any plans submitted.

ASSESSMENT:

Owner		--	--
Site Code:	57029		
HW Code:	V00455		
Owner Op.:	01		
Seq No.:	0000001		
Sub Type:	ZZZ		
Owner Name:			
Owner Company:	HOSEK CONTRACTORS INC		
Owner Street:	339 WEST JEFFERSON STREET		
Owner Street 2:			
Owner City:	SYRACUSE		
Owner State:	NY		
Owner Zip:	13202		
Country:	United States of America		
Owner		--	--
Site Code:	57029		
HW Code:	V00455		
Owner Op.:	06		
Seq No.:	0000002		
Sub Type:	10		
Owner Name:			
Owner Company:	415 SOUTH WEST STREET LLC		
Owner Street:	C/O S&W REDEV.LLC-1 REMINGTON PK DR		
Owner Street 2:			
Owner City:	CAZENOVIA		
Owner State:	NY		
Owner Zip:	13035		
Country:	United States of America		

99	1 of 1	SW	0.36 / 1,917.32	390.26	W. Jefferson St. Roadway&ROW(400 of SW St West Jefferson Street Syracuse NY 13202-	VCP
Site Code:	57806				Record Added: 2001-03-27 09:01:00	
Site Class:	N				Record Update: 2005-03-25 15:04:00	
Program:	VCP				Updated By: RJBRAZEL	
HW Code:	V00451				County: Onondaga	
SWIS:	3415				Town: Syracuse (c)	
Acres:					Latitude: 43.047206956	
Region:	7				Longitude: -76.158091442	
Site Class Description:						
Assess DOH:						
DESCRIPTION:						

This site is the West Jefferson Street Roadway and right of way that is located in the City of Syracuse, Onondaga County. The site is currently a paved

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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roadway and has been used as such for the past 100 years. Surrounding properties are all commercial in nature. Historically there are no sources of contamination. No investigations have been performed on this parcel.

ASSESSMENT:

No environmental assessment can be made at this time due to lack of investigative data. All historical data suggests that no sources of contamination have existed at this location.

Owner
 --
Site Code: 57806
HW Code: V00451
Owner Op.: 06
Seq No.: 0000002
Sub Type: 10
Owner Name:
Owner Company: 415 SOUTH WEST STREET LLC
Owner Street: C/O S&W REDEV.LLC-1 REMINGTON PK DR
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America
 --

Owner
 --
Site Code: 57806
HW Code: V00451
Owner Op.: 01
Seq No.: 0000001
Sub Type: ZZZ
Owner Name:
Owner Company: CITY OF SYRACUSE
Owner Street: 233 E WASHINGTON ST.ROOM 130 CITY HA
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13202
Country: United States of America
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100	1 of 1	SW	0.36 / 1,926.12	390.48	W.Jefferson St. Roadway&ROW(400 of SW St West Jefferson Street Syracuse NY 13202-	BROWNFIELDS
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Site Code: 57807	Region: 7
Site Class: N	Town: Syracuse (c)
Program: BCP	Record Added: 2004-03-30 09:28:00
HW Code: C734095	Record Update: 2007-02-15 09:12:00
SWIS: 3415	Updated By: KXCarpenter
Acres: 1.000	Latitude: 43.047217434
County: Onondaga	Longitude: -76.158162076

Site Class Desc:
Assess DOH:
DESCRIPTION:

See Site #V00451

ASSESSMENT:

Owner
 --
Site Code: 57807
HW Code: C734095
Owner Op.: 01

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Seq No.:		000001				
Sub Type:		C01				
Owner Name:						
Owner Company:		CITY OF SYRACUSE (CITY HALL)				
Owner Street:		233 E WASHINGTON ST. ROOM 130				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13202				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		57807				
HW Code:		C734095				
Owner Op.:		06				
Seq No.:		000002				
Sub Type:		ZZZ				
Owner Name:						
Owner Company:		415 SOUTH WEST STREET, LLC				
Owner Street:		C/O S&W REDEV.LLC, 1 REMINGTON PARK				
Owner Street 2:						
Owner City:		CAZENOVIA				
Owner State:		NY				
Owner Zip:		13035				
Country:		United States of America				
--		--				

101	1 of 2	SW	0.37 / 1,949.73	390.48	Form. Dupli Graphics Facility(400 Block) 358 West Jefferson Street & West Street Syracuse NY 13202-	BROWNFIELDS
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Site Code:	57355	Region:	7
Site Class:	N	Town:	Syracuse (c)
Program:	BCP	Record Added:	2004-03-30 08:22:00
HW Code:	C734091	Record Update:	2007-02-15 09:11:00
SWIS:	3415	Updated By:	KXCarpenter
Acres:	1.000	Latitude:	43.047443130
County:	Onondaga	Longitude:	-76.158144780
Site Class Desc:			
Assess DOH:			
DESCRIPTION:			

Transission site. #V00447

ASSESSMENT:

Owner	
--	--
Site Code:	57355
HW Code:	C734091
Owner Op.:	06
Seq No.:	000002
Sub Type:	ZZZ
Owner Name:	
Owner Company:	415 SOUTH WEST STREET, LLC
Owner Street:	C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
--	--
Owner	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Site Code:		57355				
HW Code:		C734091				
Owner Op.:		01				
Seq No.:		0000001				
Sub Type:		E				
Owner Name:						
Owner Company:		MATT INDUSTRIES, INC.				
Owner Street:		ONE DUPLI PARK DRIVE				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
--		--				

101	2 of 2	SW	0.37 / 1,949.73	390.48	Form. Dupli Graphics Facility(400 Block) 358 West Jefferson Street & West Street Syracuse NY 13202-	VCP
Site Code:	57024				Record Added:	2001-03-27 08:31:00
Site Class:	N				Record Update:	2006-05-03 08:13:00
Program:	VCP				Updated By:	brwolose
HW Code:	V00447				County:	Onondaga
SWIS:	3415				Town:	Syracuse (c)
Acres:					Latitude:	43.047443130
Region:	7				Longitude:	-76.158144780
Site Class Description:						
Assess DOH:						
DESCRIPTION:						

The former Dupli Graphics building is located at 358 West Jefferson Street and West Street in the City of Syracuse, Onondaga County. The entire foot print of this property is made up of the former Dupli Grahic and envelope warehouse building. The only part not located under the building is a small parking lot at the southeast corner of the building. This is also the location of a former underground storage tank that was removed in 1989. The property is currently inactive and not being used at this time. Surrounding property uses consist of commercial properties and parking lots. The historical suspected source of contamination is the former underground fuel storage tank. In March 2003 Sterns & Wheler performed a subsurface investigation of the property.

ASSESSMENT:

The primary contaminants of concern for this site are related to the underground storage tanks mainly the volatiles and semi-volatiles typically found. Soil and groundwater have been impacted with minor exceedances of the groundwater standards. Studies have indicated that a very limited environmental risk remains at this site.

Owner						
--		--				
Site Code:	57024					
HW Code:	V00447					
Owner Op.:	01					
Seq No.:	0000001					
Sub Type:	ZZZ					
Owner Name:						
Owner Company:	MATT INDUSTRIES, INC.					
Owner Street:	ONE DUPLI PARK DRIVE					
Owner Street 2:						
Owner City:	SYRACUSE					
Owner State:	NY					
Owner Zip:	13204					
Country:	United States of America					
--		--				
Owner						
--		--				
Site Code:	57024					
HW Code:	V00447					
Owner Op.:	06					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Seq No.:		0000002				
Sub Type:		10				
Owner Name:						
Owner Company:		415 SOUTH WEST STRRET,LLC				
Owner Street:		C/O S&W REDEV.LLC- 1 REMINGTON PARK				
Owner Street 2:						
Owner City:		CAZENOVIA				
Owner State:		NY				
Owner Zip:		13035				
Country:		United States of America				
--		--				

102	1 of 1	SW	0.38 / 2,027.13	391.43	DUPLI GRAPHICS W. JEFFERSON & WEST ST.'S SYRACUSE NY	LEAKING TANKS
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Site ID:	135578	DECREG:	7
Spill NO:	8804834	Lead DEC:	VOLLMER
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	116417	Source:	Commercial/Industrial
Program Type:	ER	Penalty:	No
UST Trust:	Yes	CID:	
Class:		Meets Std:	Yes
Spill Date:	1988-09-01 10:00:00	Water Body:	
Close Date:	1988-09-01 00:00:00	Rem Phase:	0
Update Date:	1988-11-03 00:00:00	Refer to:	
CAC Date:	1988-09-01 00:00:00	Reported By:	DEC
Create Date:	1988-09-07 00:00:00	After Hours:	No
Received Date:	1988-09-01 10:00:00	County:	Onondaga
Latitude:	43.057862000	Inspection Date:	
Longitude:	-76.157722000		
Caller Remark:			

DEC Remark:

Spiller Information

Spiller Name:	
Spiller Company:	DUPLI GRAPHICS
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	

Material Information

Site ID:	135578
Spill Number:	8804834
OP Unit ID:	919958
OU:	01
Material ID:	456763
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

103	1 of 2	SW	0.39 / 2,043.33	391.50	Form.Dupli GraphicsParking Lot(400 Bloc) 401-411 South West Street Syracuse NY 13202-	BROWNFIELDS
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Site Code:	57356	Region:	7
Site Class:	N	Town:	Syracuse (c)
Program:	BCP	Record Added:	2004-03-30 08:36:00
HW Code:	C734092	Record Update:	2007-02-15 09:11:00
SWIS:	3415	Updated By:	KXCarpn
Acres:	1.000	Latitude:	43.046826596
County:	Onondaga	Longitude:	-76.158271933
Site Class Desc:			
Assess DOH:			
DESCRIPTION:			

See Site #V00448

ASSESSMENT:

Owner	--
Site Code:	57356
HW Code:	C734092
Owner Op.:	06
Seq No.:	0000002
Sub Type:	ZZZ
Owner Name:	
Owner Company:	415 SOUTH WEST STREET, LLC
Owner Street:	C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
Owner	--
Site Code:	57356
HW Code:	C734092
Owner Op.:	01
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	MATT INDUSTRIES, INC.
Owner Street:	ONE DUPLI PARK DRIVE
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
Owner	--

103	2 of 2	SW	0.39 / 2,043.33	391.50	Form.Dupli GraphicsParking Lot(400 Bloc) 401-411 South West Street	VCP
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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Syracuse NY 13202-

Site Code:	57025	Record Added:	2001-03-27 08:41:00
Site Class:	N	Record Update:	2006-05-03 08:20:00
Program:	VCP	Updated By:	brwolose
HW Code:	V00448	County:	Onondaga
SWIS:	3415	Town:	Syracuse (c)
Acres:		Latitude:	43.046826702
Region:	7	Longitude:	-76.158261494

Site Class Description:
Assess DOH:
DESCRIPTION:

This site is the former parking lot for Dupli Graphics which is located at 401-411 South West Street in Syracuse, Onondaga County. The site does not currently contain any structures or features. The 1953 Sanborn maps indicate that the parking lot used to contain a former gas station with three underground fuel storage tanks. Most recently the site has been used as a parking lot and most surrounding properties are commercial or parking lots. The historical source of contamination appears to be related to the former gas station and underground tanks.

ASSESSMENT:

The primary contaminants of concern at this site are associated with underground fuel storage tanks predominantly volatiles and semi-volatiles. The 2003 investigation indicated that soil and groundwater have been impacted with groundwater standards exceeded. The site does not appear to present a significant threat.

Owner
 -- --
Site Code: 57025
HW Code: V00448
Owner Op.: 06
Seq No.: 0000002
Sub Type: 10
Owner Name:
Owner Company: 415 SOUTH WEST STREET ,LLC
Owner Street: C/O S&W REDEV.LLC- 1 REMINGTON PARK
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America
 -- --

Owner
 -- --
Site Code: 57025
HW Code: V00448
Owner Op.: 01
Seq No.: 0000001
Sub Type: ZZZ
Owner Name:
Owner Company: MATT INDUSTRIES,INC.
Owner Street: ONE DUPLI PARK DRIVE
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13204
Country: United States of America
 -- --

104	1 of 2	WSW	0.39 / 2,072.49	399.72	KRAFT FOODS 120 WILKINSON STREET SYRACUSE NY	LEAKING TANKS
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Site ID:	246629	DECREG:	7
Spill NO:	8708772	Lead DEC:	AJMARSCH
SWIS Code:	3415	Contr Factor:	Tank Test Failure
DER Fac ID:	202529	Source:	Commercial/Industrial
Program Type:	ER	Penalty:	No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
<hr/>						
UST Trust:	No				CID:	
Class:					Meets Std:	Yes
Spill Date:	1988-01-14 15:45:00				Water Body:	
Close Date:	1988-02-04 00:00:00				Rem Phase:	0
Update Date:	1995-01-03 00:00:00				Refer to:	
CAC Date:	1988-02-04 00:00:00				Reported By:	Tank Tester
Create Date:	1988-01-28 00:00:00				After Hours:	No
Received Date:	1988-01-14 16:11:00				County:	Onondaga
Latitude:	43.050863830				Inspection Date:	
Longitude:	-76.160845870					
Caller Remark:						
DEC Remark:						
<hr/>						
Spiller Information						
--		--				
Spiller Name:						
Spiller Company:		KRAFT FOODS				
Spiller Address:		WILKINSON STREET				
Spiller City:		SYRACUSE				
Spiller State:		NY				
Spiller Zip:						
Spiller Country:		001				
Contact Name:						
Contact Phone:						
Contact Ext.:						
--		--				
Material Information						
--		--				
Site ID:		246629				
Spill Number:		8708772				
OP Unit ID:		914084				
OU:		01				
Material ID:		464141				
Material Code:		0001A				
Material NA:		#2 fuel oil				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:						
Recovered:		.00				
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		Yes				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				
<hr/>						
104	2 of 2	WSW	0.39 / 2,072.49	399.72	KRAFT DAIRY 120 WILKINSON STREET SYRACUSE NY	LEAKING TANKS
Site ID:	246630				DECREG:	7
Spill NO:	8709709				Lead DEC:	AJMARSCH
SWIS Code:	3415				Contr Factor:	Tank Failure
DER Fac ID:	202529				Source:	Commercial/Industrial
Program Type:	ER				Penalty:	No
UST Trust:	No				CID:	
Class:					Meets Std:	Yes
Spill Date:	1988-02-16 12:00:00				Water Body:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Close Date:	1988-02-22 00:00:00				Rem Phase:	0
Update Date:	1995-01-03 00:00:00				Refer to:	
CAC Date:	1988-02-22 00:00:00				Reported By:	Responsible Party
Create Date:	1988-03-07 00:00:00				After Hours:	No
Received Date:	1988-02-17 14:42:00				County:	Onondaga
Latitude:	43.050863830				Inspection Date:	
Longitude:	-76.160845870					
Caller Remark:						
DEC Remark:						
Spiller Information						
--	--					
Spiller Name:						
Spiller Company:	KRAFT DAIRY					
Spiller Address:	120 WILKINSON STREET					
Spiller City:	SYRACUSE					
Spiller State:	NY					
Spiller Zip:						
Spiller Country:	001					
Contact Name:						
Contact Phone:						
Contact Ext.:						
--	--					
Material Information						
--	--					
Site ID:	246630					
Spill Number:	8709709					
OP Unit ID:	914734					
OU:	01					
Material ID:	461505					
Material Code:	0001A					
Material NA:	#2 fuel oil					
CAS NO:						
Mat Family:	Petroleum					
Quantity:	.00					
Units:						
Recovered:	.00					
Med Soil:	No					
Med Air:	No					
Med In Air:	No					
Med GW:	Yes					
Med SW:	No					
Med DW:	No					
Med Sewer:	No					
Med Surf:	No					
Med Subway:	No					
Med Utility:	No					
Oxygenate:						
--	--					

[105](#)

1 of 2

SW

0.39 /
2,079.74

391.37

Radell (400 Block of South West Street)
413-419 South West Street
Syracuse NY 13202-

BROWNFIELDS

Site Code: 58739
Site Class: N
Program: BCP
HW Code: C734093
SWIS: 3415
Acres: 1.000
County: Onondaga
Site Class Desc:
Assess DOH:
DESCRIPTION:

Region: 7
Town: Syracuse (c)
Record Added: 2004-03-30 08:51:00
Record Update: 2007-02-15 12:39:00
Updated By: KXCarpenter
Latitude: 43.046555199
Longitude: -76.158232353

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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See Site, #V00449

ASSESSMENT:

Owner
 --
Site Code: 58739
HW Code: C734093
Owner Op.: 01
Seq No.: 0000001
Sub Type: E
Owner Name:
Owner Company: DONAL RADELL
Owner Street: 3327 SOUTH SALINA STREET
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13203
Country: United States of America

--
Owner
 --
Site Code: 58739
HW Code: C734093
Owner Op.: 06
Seq No.: 0000002
Sub Type: ZZZ
Owner Name:
Owner Company: 415 SOUTH WEST STREET, LLC
Owner Street: C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America

105	2 of 2	SW	0.39 / 2,079.74	391.37	Radell (400 Block of South West Street) 413-419 South West Street Syracuse NY 13202-	VCP
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Site Code: 58738	Record Added: 2001-03-27 08:49:00
Site Class: N	Record Update: 2006-05-03 08:22:00
Program: VCP	Updated By: brwolose
HW Code: V00449	County: Onondaga
SWIS: 3415	Town: Syracuse (c)
Acres:	Latitude: 43.046559840
Region: 7	Longitude: -76.158234636

Site Class Description:
Assess DOH:
DESCRIPTION:

The Radall Property is located at 413-419 South West Street in the city of Syracuse, Onondaga county. Currently the site is inactive and the building is not being used. Historically the source of contamination was the underground gasoline storage tanks that were removed. A 2003 site subsurface investigation performed by Sterns & Wheler supported this assumption.

ASSESSMENT:

The primary contaminants of concern for this site are related to the former underground fuel storage tanks ie volatiles and semi-volatiles. Current information available for this site does not suggest a significant environmental threat.

Owner
 --
Site Code: 58738

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
HW Code:		V00449				
Owner Op.:		06				
Seq No.:		0000002				
Sub Type:		10				
Owner Name:						
Owner Company:		415 SOUTH WEST STREET ,LLC				
Owner Street:		C/O S&W REDEV.LLC- 1 REMINGTON PARK				
Owner Street 2:						
Owner City:		CAZENOVIA				
Owner State:		NY				
Owner Zip:		13035				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		58738				
HW Code:		V00449				
Owner Op.:		01				
Seq No.:		0000001				
Sub Type:		ZZZ				
Owner Name:		DONALD RADELL				
Owner Company:		Radell (400 Block of South West Street)				
Owner Street:		3327 SOUTH SALINA STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13203				
Country:		United States of America				
--		--				

[106](#)

1 of 1

NW

0.41 /
2,169.39

377.66

SYRACUSE SCALE
156 SOLAR STREET
SYRACUSE NYLEAKING
TANKS

Site ID: 211790
Spill NO: 9511787
SWIS Code: 3415
DER Fac ID: 175509
Program Type: ER
UST Trust: Yes
Class: C3
Spill Date: 1995-12-18 11:30:00
Close Date: 1996-12-31 00:00:00
Update Date: 1997-11-28 00:00:00
CAC Date:
Create Date: 1995-12-18 00:00:00
Received Date: 1995-12-18 12:43:00
Latitude: 43.057868030
Longitude: -76.158337790
DEC Remark:

DECREG: 7
Lead DEC: CFMANNES
Contr Factor: Tank Failure
Source: Institutional, Educational, Gov., Other
Penalty: No
CID: 205
Meets Std: No
Water Body:
Rem Phase: 0
Refer to:
Reported By: Responsible Party
After Hours: No
County: Onondaga
Inspection Date:

Caller Remark:**Spiller Information**

Spiller Name: STAN BOCK
Spiller Company: SYRACUSE SCALE
Spiller Address: 156 SOLAR STREET
Spiller City: SYRACUSE
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name: STAN BOCK
Contact Phone: (800) 724-0174
Contact Ext.:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Material Information						
--		--				
Site ID:		211790				
Spill Number:		9511787				
OP Unit ID:		1025996				
OU:		01				
Material ID:		359112				
Material Code:		0009				
Material NA:		gasoline				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:		G				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				
107	1 of 1	WSW	0.41 / 2,177.00	399.33	SURE GOODS FOODS 528 ERIE BLVD WEST SYRACUSE NY	LEAKING TANKS
Site ID:	265423				DECREG:	7
Spill NO:	9506402				Lead DEC:	CFMANNES
SWIS Code:	3415				Contr Factor:	Tank Overfill
DER Fac ID:	216265				Source:	Commercial/Industrial
Program Type:	ER				Penalty:	No
UST Trust:	Yes				CID:	
Class:	C3				Meets Std:	Yes
Spill Date:	1995-08-24 09:30:00				Water Body:	
Close Date:	1999-07-08 00:00:00				Rem Phase:	0
Update Date:	1999-07-12 00:00:00				Refer to:	
CAC Date:					Reported By:	Other
Create Date:	1995-08-28 00:00:00				After Hours:	No
Received Date:	1995-08-24 09:53:00				County:	Onondaga
Latitude:	43.049930780				Inspection Date:	1995-08-24 00:00:00
Longitude:	-76.161393080					
Caller Remark:						
DEC Remark:						
Spiller Information						
--		--				
Spiller Name:						
Spiller Company:	SURE GOOD FOODS					
Spiller Address:	528 ERIE BLVD					
Spiller City:	SYACUSE					
Spiller State:	NY					
Spiller Zip:						
Spiller Country:	001					
Contact Name:						
Contact Phone:						
Contact Ext.:						
--		--				
Material Information						
--		--				
Site ID:	265423					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Spill Number:		9506402				
OP Unit ID:		1021184				
OU:		01				
Material ID:		364367				
Material Code:		0008				
Material NA:		diesel				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:		L				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

[108](#) 1 of 1 S 0.41 / 2,183.92 392.44 500 WARREN ST
500 WARREN ST
SYRACUSE NY LEAKING TANKS

Site ID:	295387	DECREG:	7
Spill NO:	9810139	Lead DEC:	CFMANNES
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	239034	Source:	Institutional, Educational, Gov., Other
Program Type:	ER	Penalty:	Yes
UST Trust:	Yes	CID:	257
Class:	C3	Meets Std:	No
Spill Date:	1998-11-11 09:21:00	Water Body:	
Close Date:	2000-04-24 00:00:00	Rem Phase:	0
Update Date:	2000-04-25 00:00:00	Refer to:	
CAC Date:	1999-04-01 00:00:00	Reported By:	Fire Department
Create Date:	1998-11-11 00:00:00	After Hours:	Yes
Received Date:	1998-11-11 13:14:00	County:	Onondaga
Latitude:	43.045426320	Inspection Date:	
Longitude:	-76.150896720		
Caller Remark:			

DEC Remark:

Spiller Information

--

Spiller Name: PATRICIA FOSDICK
Spiller Company: PATRICIA FOSDICK
Spiller Address: 11527 MEASHERWELL
Spiller City: CAMDEN
Spiller State: NY
Spiller Zip: 001
Spiller Country: 001
Contact Name: LT CAVUTO
Contact Phone: (315) 473-5671
Contact Ext.: --

[109](#) 1 of 1 SSE 0.42 / 2,193.35 394.50 CATHEDRAL IMMACULATE CON.
420 MONTGOMERY AVE
SYRACUSE NY LEAKING TANKS

Site ID: 317505 **DECREG:** 7

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Spill NO:	8709428				Lead DEC: VOLLMER	
SWIS Code:	3415				Contr Factor: Tank Overfill	
DER Fac ID:	255926				Source: Tank Truck	
Program Type:	ER				Penalty: No	
UST Trust:	No				CID:	
Class:					Meets Std: Yes	
Spill Date:	1988-02-05 12:00:00				Water Body:	
Close Date:	1988-02-05 00:00:00				Rem Phase: 0	
Update Date:	1988-02-22 00:00:00				Refer to:	
CAC Date:	1988-02-05 00:00:00				Reported By: Responsible Party	
Create Date:	1988-02-22 00:00:00				After Hours: No	
Received Date:	1988-02-05 12:13:00				County: Onondaga	
Latitude:	43.046491290				Inspection Date:	
Longitude:	-76.148866240					
Caller Remark:						

DEC Remark:

Spiller Information

-- --
Spiller Name:
Spiller Company: MOHAWK VALLEY OIL
Spiller Address:
Spiller City:
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

-- --
Site ID: 317505
Spill Number: 8709428
OP Unit ID: 914844
OU: 01
Material ID: 464751
Material Code: 0001A
Material NA: #2 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity: 2.00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

[110](#)

1 of 3

SW

0.43 /
2,256.31

399.02

SYRACUSE CHILLED PLOW CO
501 W FAYETTE & 125
MARCELLUS
SYRACUSE NY 13204

CERCLIS

Site ID: 0201897
Site EPA ID: NYD980531164
NPL Status: Not on the NPL

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Non NPL Status:		NFRAP-Site does not qualify for the NPL based on existing information				
Federal Facility:		Not a Federal Facility				
Site Cnty Name:		ONONDAGA				
CERCLIS Assess History		--				
Date Started:		--				
Date Completed:		No description available				
Site Description:		.				
CERCLIS Assess History		--				
Action:		DISCOVERY				
Date Started:		--				
Date Completed:		6/5/1981 00:00:00				
Site Description:		--				
CERCLIS Assess History		--				
Action:		PRELIMINARY ASSESSMENT				
Date Started:		--				
Date Completed:		4/21/1987 00:00:00				
Site Description:		--				
CERCLIS Assess History		--				
Action:		ARCHIVE SITE				
Date Started:		--				
Date Completed:		4/21/1987 00:00:00				
Site Description:		--				

110	2 of 3	SW	0.43 / 2,256.31	399.02	SYRACUSE CHILLED PLOW CO 501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	CERCLIS NFRAP
Site ID:		201897				
Site EPA ID:		NYD980531164				
Site Fips Code:		36067				
Federal Facility:						
Site Parent ID:						
Parent Site Name:						
Site Cngrsnl District Code:		33				
Region Code:		2				
State Code:		NY				
Site Cnty Name:		ONONDAGA				
CERCLIS-NFRAP Assess History		--				
Action:		DISCOVERY				
Priority Level:		--				
Date Started:		6/5/1981				
Date Completed:		--				
CERCLIS-NFRAP Assess History		--				
Action:		PRELIMINARY ASSESSMENT				
Priority Level:		NFRAP				
Date Started:		--				
Date Completed:		4/21/1987				
CERCLIS-NFRAP Assess History		--				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Action:		ARCHIVE SITE				
Priority Level:						
Date Started:						
Date Completed:		4/21/1987				
--		--				
110	3 of 3	SW	0.43 / 2,256.31	399.02	SYRACUSE CHILLED PLOW CO 501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SEMS ARCHIVE
Site ID:	0201897			FIPS Code:	36067	
EPA ID:	NYD980531164			Cong District:	33	
NPL:	Not on the NPL			County:	ONONDAGA	
Federal Facility:	No			Region:	02	
Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information					
111	1 of 1	SSE	0.44 / 2,308.13	396.69	STEAM STATION 601 S. STATE ST SYRACUSE NY	LEAKING TANKS
Site ID:	93875			DECREG:	7	
Spill NO:	8602554			Lead DEC:	HDWARNER	
SWIS Code:	3415			Contr Factor:	Tank Failure	
DER Fac ID:	84107			Source:	Institutional, Educational, Gov., Other	
Program Type:	ER			Penalty:	No	
UST Trust:	No			CID:		
Class:				Meets Std:	Yes	
Spill Date:	1986-07-18 16:00:00			Water Body:		
Close Date:	1988-12-12 00:00:00			Rem Phase:	0	
Update Date:	1988-12-12 00:00:00			Refer to:		
CAC Date:	1988-11-28 00:00:00			Reported By:	Responsible Party	
Create Date:	1986-07-25 00:00:00			After Hours:	No	
Received Date:	1986-07-18 16:20:00			County:	Onondaga	
Latitude:	43.046253860			Inspection Date:		
Longitude:	-76.147400760					
Caller Remark:						
DEC Remark:						
Spiller Information						
--	--					
Spiller Name:						
Spiller Company:	ONONDAGA COUNTY STEAM STA					
Spiller Address:	PAUL ELLARD					
Spiller City:	SYRACUSE					
Spiller State:	NY					
Spiller Zip:						
Spiller Country:	001					
Contact Name:						
Contact Phone:						
Contact Ext.:						
--	--					
Material Information						
--	--					
Site ID:	93875					
Spill Number:	8602554					
OP Unit ID:	899836					
OU:	01					
Material ID:	478984					
Material Code:	0003A					
Material NA:	#6 fuel oil					
CAS NO:						
Mat Family:	Petroleum					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Quantity:		200.00				
Units:		G				
Recovered:		.00				
Med Soil:		No				
Med Air:		No				
Med In Air:		No				
Med GW:		Yes				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

112 1 of 1 **SSE** 0.44 / 2,311.81 394.41 **MONTGOMERY STREET
MONTGOMERY ST AND MADISON
SYRACUSE NY** **LEAKING TANKS**

Site ID:	316015	DECREG:	7
Spill NO:	0310457	Lead DEC:	HDWARNER
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	254763	Source:	Unknown
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	404
Class:	D4	Meets Std:	No
Spill Date:	2003-12-10 10:12:00	Water Body:	
Close Date:	2003-12-15 00:00:00	Rem Phase:	0
Update Date:	2003-12-15 00:00:00	Refer to:	
CAC Date:		Reported By:	Fire Department
Create Date:	2003-12-10 00:00:00	After Hours:	No
Received Date:	2003-12-10 10:28:00	County:	Onondaga
Latitude:	43.045477966	Inspection Date:	
Longitude:	-76.148815932		
Caller Remark:			

DEC Remark:

Spiller Information

--

Spiller Name:

Spiller Company:

Spiller Address:

Spiller City: ***Update***

Spiller State: ZZ

Spiller Zip:

Spiller Country: 001

Contact Name: BARB WHITE

Contact Phone: (315) 435-8884

Contact Ext.:

--

Material Information

--

Site ID:

Spill Number: 0310457

OP Unit ID: 875549

OU: 01

Material ID: 499312

Material Code: 0009

Material NA: gasoline

CAS NO:

Mat Family: Petroleum

Quantity: 10.00

Units: G

Recovered: .00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

[113](#) 1 of 1 SSE 0.44 / 2,321.09 396.16 Spill Number 8601815 600 S. STATE ST @ CIVIC CTR. SYRACUSE NY **LEAKING TANKS**

Site ID:	137258	DECREG:	7
Spill NO:	8601815	Lead DEC:	UNASSIGNED
SWIS Code:	3415	Contr Factor:	Tank Overfill
DER Fac ID:	117430	Source:	Tank Truck
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	
Class:		Meets Std:	Yes
Spill Date:	1986-06-16 14:30:00	Water Body:	
Close Date:	1988-01-15 00:00:00	Rem Phase:	0
Update Date:	1995-01-03 00:00:00	Refer to:	
CAC Date:	1988-01-15 00:00:00	Reported By:	Responsible Party
Create Date:	1986-07-09 00:00:00	After Hours:	No
Received Date:	1986-06-16 14:50:00	County:	Onondaga
Latitude:	43.045931353	Inspection Date:	
Longitude:	-76.148157636		
Caller Remark:			

DEC Remark:

Spiller Information

-- --

Spiller Name:

Spiller Company: SEARS OIL

Spiller Address:

Spiller City:

Spiller State: ZZ

Spiller Zip:

Spiller Country: 001

Contact Name:

Contact Phone:

Contact Ext.:

-- --

Material Information

-- --

Site ID: 137258

Spill Number: 8601815

OP Unit ID: 899258

OU: 01

Material ID: 559760

Material Code: 0001A

Material NA: #2 fuel oil

CAS NO:

Mat Family: Petroleum

Quantity: 50.00

Units: G

Recovered: .00

Med Soil: Yes

Med Air: No

Med In Air: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

114	1 of 1	NNW	0.44 / 2,330.39	378.33	Rotondo Warehouse West Division Street Syracuse NY 13204	SHWS
---------------------	--------	-----	-----------------	--------	--	------

Site Code:	56344	Record Update:	2003-12-16 00:00:00
Site Class:	N	Updated By:	kstang
Program:	HW	County:	Onondaga
Hw Code:	734041	Region:	7
SWIS:	3415	Town:	Syracuse (c)
Acres:	1.000	Latitude:	43.058969618
Record Added:	1999-11-18 12:00:00	Longitude:	-76.157820494
Site Class Description:			
Assess DOH:			
DESCRIPTION:			

Approximately 20 drums of various wastes were located in this active warehouse. The wastes were generated by Royal Research Labs, Inc. Royal Research was a plastic auto parts paint stripping firm which was located on Shonnard St. in Syracuse. In the early 1980's, the City of Syracuse condemned the building on Shonnard St., and some of the wastes were taken to the Rotondo Warehouse. A drum removal has taken place at this site by the responsible party.

ASSESSMENT:

No wastes remain at this site.

Owner
--

Site Code:	56344
HW Code:	734041
Owner Op.:	01
Seq No.:	0000000
Sub Type:	E
Owner Name:	
Owner Company:	RAYMOND LEE, ROYAL RESEARCH LABS, IN
Owner Street:	4490 STEELWAY BLVD.
Owner Street 2:	
Owner City:	LIVERPOOL
Owner State:	NY
Owner Zip:	13088
Country:	United States of America

Owner
--

Site Code:	56344
HW Code:	734041
Owner Op.:	04
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	RAYMOND LEE, ROYAL RESEARCH LABS, IN
Owner Street:	SHONNARD ST.
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America

Owner

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
Site Code:		56344				
HW Code:		734041				
Owner Op.:		01				
Seq No.:		0000001				
Sub Type:		NNN				
Owner Name:						
Owner Company:		Rotondo Warehouses				
Owner Street:		4490 Steelway Boulevard				
Owner Street 2:						
Owner City:		Liverpool				
Owner State:		NY				
Owner Zip:		13088				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		56344				
HW Code:		734041				
Owner Op.:		03				
Seq No.:		0000000				
Sub Type:		NNN				
Owner Name:						
Owner Company:		RAYMOND LEE, ROYAL RESEARCH LABS, IN				
Owner Street:						
Owner Street 2:						
Owner City:						
Owner State:		ZZ				
Owner Zip:						
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		56344				
HW Code:		734041				
Owner Op.:		04				
Seq No.:		0000001				
Sub Type:		NNN				
Owner Name:						
Owner Company:		Raymond Lee, Royal Research Labs, Inc				
Owner Street:		Shonnard Street				
Owner Street 2:						
Owner City:		Syracuse				
Owner State:		NY				
Owner Zip:		13204				
Country:		United States of America				
--		--				

[115](#)

1 of 3

NNE

**0.44 /
2,336.87**

445.71

**OTISCA OIL
900 NORTH MCBRIDE STREET
SYRACUSE NY 13208**

CERCLIS

Site ID: 0206223
 Site EPA ID: NYN000206223
 NPL Status: Not on the NPL
 Non NPL Status: Removal Only Site (No Site Assessment Work Needed)
 Federal Facility: Not a Federal Facility
 Site Cnty Name: ONONDAGA

CERCLIS Assess History

--
 Date Started:
 Date Completed:
 Site Description: Petroleum fuels research. Brick building located in Syracuse, NY

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--	--	--	--	--	--	--
CERCLIS Assess History						
--						
Action:		REMOVAL ASSESSMENT				
Date Started:						
Date Completed:		7/2/2008 00:00:00				
Site Description:						
--						
CERCLIS Assess History						
--						
Action:		REMOVAL				
Date Started:		4/1/2008 00:00:00				
Date Completed:		9/17/2008 00:00:00				
Site Description:						
--						
CERCLIS Assess History						
--						
Action:		POTENTIALLY RESPONSIBLE PARTY EMERGENCY REMOVAL				
Date Started:		4/1/2008 00:00:00				
Date Completed:		4/4/2008 00:00:00				
Site Description:						
--						

115	2 of 3	NNE	0.44 / 2,336.87	445.71	Otisca Building 900 North McBride Street (& Butternut) Syracuse NY 13208	ERP
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Site Code:	375836	Region:	7
Site Class:	N	Town:	Syracuse (c)
Program:	ERP	Record Added:	2007-01-09 10:47:00
HW Code:	E734109	Record Update:	2014-02-19 15:53:00
SWIS:	3415	Updated By:	HDWARNER
Acres:	0.330	Latitude:	43.059408056
County:	Onondaga	Longitude:	-76.148526275

Site Class Description:

Assess DOH:
DESCRIPTION:

The site consists of approximately 0.33 acres which includes an unoccupied three-story brick and stone building constructed in approximately 1900. The building was initially occupied by the Thomas Ryan Consumers Brewing Company from 1900 to 1924. Thereafter, various businesses used the site as a storage and trucking facility from the 1930s up until 1981, after which time Otisca Industries utilized the building for research and development of "Otisca Fuel", a petroleum fuel alternative using coal-based slurry as a primary source. A preliminary investigation conducted on behalf of the City of Syracuse revealed several 55-gallon drums containing coal/water slurry by-products along with approximately 200 gallons of laboratory chemicals. A structural survey performed on behalf of the City in the fall of 2007 concluded that the roof and one or more of the interior floors are in danger of collapse. Given these conditions and the presence of unsecured chemicals on the first floor and in the basement, the USEPA was contacted in February 2008 by the Department to perform an Emergency Removal Action. Operations were performed between May and September 2008, and included the cataloging and removal of thousands of various lab chemicals by a USEPA contractor. All chemicals of concern were removed and disposed. No further action was deemed necessary. The City of Syracuse withdrew from the ERP in the spring of 2009. No further action site is no longer an ERP.

ASSESS ENV:

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.

Owner

--	--
Site Code:	375836
HW Code:	E734109
Owner Op.:	06
Seq No.:	0000001

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Sub Type:		C01				
Owner Name:		MATHEW J. DRISCOLL				
Owner Company:		SYRACUSE, NY				
Owner Street:		233 EAST WASHINGTON STREET				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13212				
Country:		United States of America				
--		--				

115	3 of 3	NNE	0.44 / 2,336.87	445.71	OTISCA OIL 900 NORTH MCBRIDE STREET SYRACUSE NY 13208	SEMS
Site ID:	0206223			Cong District:	25	
EPA ID:	NYN000206223			County:	ONONDAGA	
Federal Facility:	No			Region:	02	
NPL:	Not on the NPL			Latitude:		
FIPS Code:	36067			Longitude:		
Non NPL Status:	Removal Only Site (No Site Assessment Work Needed)					

116	1 of 1	SE	0.46 / 2,435.59	400.68	FORMER ACCURATE DIE SITE 547 EAST GENESEE STREET SYRACUSE NY	LEAKING TANKS
Site ID:	129682			DECREG:	7	
Spill NO:	9416408			Lead DEC:	CFMANNES	
SWIS Code:	3415			Contr Factor:	Tank Failure	
DER Fac ID:	111787			Source:	Commercial/Industrial	
Program Type:	ER			Penalty:	No	
UST Trust:	Yes			CID:		
Class:	C3			Meets Std:	No	
Spill Date:	1995-03-20 10:30:00			Water Body:		
Close Date:	1996-01-01 00:00:00			Rem Phase:	0	
Update Date:	1996-12-04 00:00:00			Refer to:		
CAC Date:				Reported By:	Other	
Create Date:	1995-04-11 00:00:00			After Hours:	No	
Received Date:	1995-03-20 11:19:00			County:	Onondaga	
Latitude:	43.047846980			Inspection Date:		
Longitude:	-76.144778400					
Caller Remark:						
DEC Remark:						

Spiller Information

--
Spiller Name: --
Spiller Company: FORMER ACCURATE DIE SITE
Spiller Address: 547 EAST GENESEE STREET
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

--
Site ID: 129682
Spill Number: 9416408
OP Unit ID: 1013632
OU: 01
Material ID: 371569

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Material Code:		0009				
Material NA:		gasoline				
CAS NO:						
Mat Family:		Petroleum				
Quantity:		.00				
Units:		L				
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				
--		--				

117	1 of 1	NW	0.48 / 2,522.45	375.82	J & S LEASING 212 SOLAR STREET SYRACUSE NY	LEAKING TANKS
Site ID:	143307				DECREG:	7
Spill NO:	9710063				Lead DEC:	MENASH
SWIS Code:	3415				Contr Factor:	Tank Failure
DER Fac ID:	122228				Source:	Commercial/Industrial
Program Type:	ER				Penalty:	No
UST Trust:	No				CID:	999
Class:	B4				Meets Std:	No
Spill Date:	1997-10-31 09:30:00				Water Body:	
Close Date:	2002-06-03 00:00:00				Rem Phase:	0
Update Date:	2002-06-03 00:00:00				Refer to:	
CAC Date:					Reported By:	Responsible Party
Create Date:	1997-12-01 00:00:00				After Hours:	No
Received Date:	1997-10-31 10:30:00				County:	Onondaga
Latitude:	43.058824650				Inspection Date:	
Longitude:	-76.159018930					
Caller Remark:						
DEC Remark:						
Spiller Information						
--	--					
Spiller Name:	SAM ROTONDO					
Spiller Company:	J & S LEASING					
Spiller Address:	212 SOLAR STREET					
Spiller City:	SYRACUSE					
Spiller State:	ZZ					
Spiller Zip:						
Spiller Country:	001					
Contact Name:	SAM ROTONDO					
Contact Phone:	(000) 457-4211					
Contact Ext.:						
--	--					

118	1 of 1	N	0.48 / 2,545.97	406.32	Hiawatha Used Cars Inc & Auto Parts 1006 North State Street Syracuse NY 13208	SWF/LF
Active:	No				Owner Address:	311 Hamilton Road
Activity No:	[7056143]				Owner Addr2:	
Regltry Status:					Owner City:	North Syracuse
Accuracy Code:	4 - GIS Assisted				Owner State:	NY

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Auth No:	DMV #7056143				Owner ZIP: 13212	
Auth Issue Dt:					Owner Email: mmauro4@verizon.net	
Operator Name:					Owner Phone: 3154580024	
Operator Type:					Contact Name: Mike Mauro Sr.	
Expiration Date:					Contact Addr:	
Region:	7				Contact Addr2:	
County:	Onondaga				Contact City:	
East Coord:	405998				Contact State:	
North Coord:	4768174				Contact ZIP:	
Phone No:	3154714542				Contact Email: Hiawatha5@verizon.net	
Owner Name:	Mike Mauro Sr.				Contact Phone: 3154714542	
Owner Type:	Private					
Date of Last Inspection:	4/28/2016					
Activity Desc:	Vehicle Dismantling					
Waste Types:						

[119](#) 1 of 1 SSW 0.48 / 2,555.65 390.89 513 WEST STREET 513 SOUTH WEST STREET SYRACUSE NY **LEAKING TANKS**

Site ID:	203639	DECREG:	7
Spill NO:	9416209	Lead DEC:	MENASH
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	169350	Source:	Private Dwelling
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	
Class:	C4	Meets Std:	Yes
Spill Date:	1995-03-15 12:00:00	Water Body:	
Close Date:	1995-04-13 00:00:00	Rem Phase:	0
Update Date:	1995-04-28 00:00:00	Refer to:	
CAC Date:	1995-04-13 00:00:00	Reported By:	Other
Create Date:	1995-03-15 00:00:00	After Hours:	No
Received Date:	1995-03-15 12:05:00	County:	Onondaga
Latitude:	43.045567340	Inspection Date:	
Longitude:	-76.158339570		
Caller Remark:			

DEC Remark:

Spiller Information

-- --

Spiller Name:

Spiller Company: GARY DE WATER

Spiller Address: 513 SOUTH WEST ST

Spiller City: SYRACUSE

Spiller State: NY

Spiller Zip:

Spiller Country: 001

Contact Name:

Contact Phone:

Contact Ext.:

-- --

Material Information

-- --

Site ID: 203639

Spill Number: 9416209

OP Unit ID: 1009668

OU: 01

Material ID: 371373

Material Code: 0009

Material NA: gasoline

CAS NO:

Mat Family: Petroleum

Quantity: .00

Units:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Recovered:		.00				
Med Soil:		Yes				
Med Air:		No				
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				

[120](#) 1 of 1 S 0.49 / 2,580.86 391.98 HARRISON PARKING GARAGE WARREN & HARRISON ST SYRACUSE NY **LEAKING TANKS**

Site ID:	121632	DECREG:	7
Spill NO:	9010749	Lead DEC:	VOLLMER
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	105583	Source:	Commercial/Industrial
Program Type:	ER	Penalty:	No
UST Trust:	Yes	CID:	
Class:	C3	Meets Std:	No
Spill Date:	1991-01-05 12:01:00	Water Body:	
Close Date:	1999-11-26 00:00:00	Rem Phase:	0
Update Date:	1999-11-26 00:00:00	Refer to:	
CAC Date:		Reported By:	Other
Create Date:	1991-01-13 00:00:00	After Hours:	No
Received Date:	1991-01-08 13:20:00	County:	Onondaga
Latitude:	43.044304938	Inspection Date:	
Longitude:	-76.150854010		
Caller Remark:			

DEC Remark:

Spiller Information

-- --

Spiller Name:

Spiller Company: HARRISON PARK GARAGE CORP

Spiller Address: SUITE 702 - MONY TOWER 2

Spiller City: SYRACUSE

Spiller State: NY

Spiller Zip: 13202

Spiller Country: 001

Contact Name:

Contact Phone:

Contact Ext.:

-- --

Material Information

-- --

Site ID: 121632

Spill Number: 9010749

OP Unit ID: 947890

OU: 01

Material ID: 562056

Material Code: 0009

Material NA: gasoline

CAS NO:

Mat Family: Petroleum

Quantity: .00

Units: L

Recovered: .00

Med Soil: Yes

Med Air: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med In Air:		No				
Med GW:		No				
Med SW:		No				
Med DW:		No				
Med Sewer:		No				
Med Surf:		No				
Med Subway:		No				
Med Utility:		No				
Oxygenate:		--				

121	1 of 1	WNW	0.49 / 2,581.18	404.58	Big D's Auto 321 Leavenworth Ave Syracuse NY 13204	SWF/LF
Active:	Yes				Owner Address:	321 Leavenworth Ave
Activity No:	[34J00]				Owner Addr2:	
Regltry Status:					Owner City:	Syracuse
Accuracy Code:	1 - No accuracy stated				Owner State:	NY
Auth No:					Owner ZIP:	13204
Auth Issue Dt:					Owner Email:	
Operator Name:					Owner Phone:	3153741620
Operator Type:					Contact Name:	
Expiration Date:					Contact Addr:	
Region:	7				Contact Addr2:	
County:	Onondaga				Contact City:	
East Coord:	405250				Contact State:	
North Coord:	4767527				Contact ZIP:	
Phone No:					Contact Email:	
Owner Name:	Dave Ibrahim				Contact Phone:	
Owner Type:	Private					
Date of Last Inspection:						
Activity Desc:	Vehicle Dismantling					
Waste Types:						

122	1 of 2	ESE	0.49 / 2,588.37	406.78	700 Out Parcel, LLC 701-709 East Water Street Syracuse NY 13202	BROWNFIELDS
Site Code:	381036				Region:	7
Site Class:	A				Town:	Syracuse (c)
Program:	BCP				Record Added:	2007-05-07 10:28:00
HW Code:	C734111				Record Update:	2016-07-14 10:25:00
SWIS:	3415				Updated By:	HDWARNER
Acres:	0.440				Latitude:	43.061388889
County:	Onondaga				Longitude:	-76.150000000
Site Class Desc:	Active					
Assess DOH:	People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Currently a fence surrounds the site. Because some contaminated soils remain at the site below the pavement and gravel fill, people will not come into contact with contaminated soils unless they dig below the surface materials. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because there is no on-site building, inhalation of site contaminants in indoor air due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site development. Actions have been implemented to address off-site soil vapor concerns associated with the adjacent Midtown Plaza site building. The potential off-site soil vapor concerns are limited to this one building.					

DESCRIPTION:

Location: The site is located at 701-709 East Water Street in the City of Syracuse, Onondaga County, New York. The site is located in an urban area, bordered by Almond Street to the west, Erie Blvd. East to the north, and Syracuse University/Es Center of Excellence for Research and Development to the south. The site lies within the shadows of the elevated interstate highway exchanges of Interstate Route 81 north-bound and Interstate 690 east-bound. Site Features: The site is approximately 0.43 acres in size. Currently the site is a vacant parking lot with broken-up pavement and gravel surface. Current Zoning and Land Use: The site and surrounding properties are located in a commercial-retail use zoned urban area. The property was last used as a commuter parking lot. Currently the site is not being utilized and fencing surrounds the property. Past Use of the Site: From 1949 to

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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1964, the site operated as a gasoline filling station and included five (5) gasoline underground storage tanks (USTs), one fuel-oil UST and one waste-oil UST. Thereafter, it has been used as a parking lot. Upon discovery of petroleum-impacted soils on two separate occasions the New York State Department of Environmental Conservation (NYSDEC) Spill Hotline was called, and spill ID Numbers 01-11549 (March 7, 2002) and 06-10014 (December 4, 2006) were assigned to the site. As part of the 2006 spill response, seven underground storage tanks (USTs) were removed from the site which included the removal of: four 1,000-gallon gasoline USTs, two 550-gallon USTs (one fuel oil and one waste oil) and one 4,200-gallon gasoline UST. Approximately 1,800 tons of contaminated soil was staged on-site during the removal of the former USTs. In May 2008, these soils were removed from the site and disposed at a regulated landfill. Several investigations were conducted and corresponding reports prepared in regard to contamination and clean-up measures at the site before entering the Brownfield Cleanup Program. Site Geology and Hydrogeology: The top 18 inches of the site consist of several layers of pavement and gravel. Underlying this layer the soil is urban fill material including brick rubble, coal-ash, stone, sand, some lumber and broken up pavement to a depth of approximately five to six feet. The urban fill layer is underlain by a layer of brownish sand with some fine gravel and silty-clays from 7 to 13 feet. Underlying this layer is a fine light brown sand along with a dry very stiff compact silt-clay layer from 14 to 18 feet. Groundwater is encountered at approximately 7 feet below grade, with a flow direction to the south-southeast.

ASSESSMENT:

Soil: Soil samples were obtained from soil borings/monitoring wells on-site and from some borings/wells located just off of the site boundaries to the north and south from approximately 8 to 12 feet below grade surface (bgs) and from test pits located on-site or within the fence line at 2 to 13 feet bgs. Surface soil samples (0 to 2 inches) were not collected because the site surface consists largely of pavement, broken-up pavement and gravel back-fill material. Three volatile organic compounds (VOCs) were found at concentrations above the unrestricted use Soil Cleanup Objectives (SCOs). Specifically, 1,2,4-trimethylbenzene at one location approximately 8 to 12 feet bgs at 12 ppm compared to the unrestricted SCO of 3.6 ppm; acetone at five locations at depths ranging from 2 to 12 feet bgs at concentrations ranging from 0.055 to 0.330 ppm compared to the unrestricted SCO of 0.05 ppm; and xylene at six locations at depths ranging from 2 to 14 feet bgs with concentrations ranging from 0.260 to 0.540 ppm compared to the unrestricted SCO of 0.26 ppm. No VOCs were found at concentrations above commercial use SCOs. Fourteen semi-volatile organic compounds (SVOCs) were found across the site at concentrations above the unrestricted use SCOs mostly from depths ranging from 4 to 13 feet bgs. These SVOCs are acenaphthene, dibenz (a,h) anthracene, benzo (a) anthracene, fluoranthene, benzo (b) fluoranthene, fluorene, benzo (k) fluoranthene, indo (1,2,3 cd) pyrene, benzo (a) pyrene, naphthalene, benzo (g,h,i)perylene, phenanthrene, chrysene and pyrene. Seven of these SVOCs benzo (a) anthracene, chrysene, benzo (a) pyrene, dibenz (a,h) anthracene, benzo (b) fluoranthene, indo (1,2,3 cd) pyrene and benzo (k) fluoranthene exhibited concentrations above commercial use SCOs across the site. However, samples collected outside the outer edge of the site boundary did not exceed unrestricted SCOs for site related SVOCs. Seven metals arsenic, barium, copper, lead, mercury, nickel, and zinc were found above unrestricted use SCOs across the site. Two of these metals (arsenic (2 samples) and barium (1 sample)) were found at concentrations above commercial use SCOs with arsenic at 33 and 21 ppm compared to the commercial SCO of 16 ppm and barium at 660 ppm compared to the commercial use SCO of 400 ppm. Samples collected just outside the outer edge of the site boundary only slightly exceeded the unrestricted SCO for arsenic [13ppm] with a concentration of 14ppm in one sample at 8 to 12 feet bgs. No polychlorinated biphenyls (PCBs) were detected. Groundwater: Groundwater samples were collected from eleven groundwater monitoring wells, nine of which were along or just outside the site boundaries. Sample results indicate that the groundwater is contaminated by VOCs in excess of applicable standards in two on-site wells [near historic source areas] and in two of the perimeter wells located to the west and south of the site. . These VOCs are benzene up to 214 parts per billion (ppb) compared to the 1 ppb standard; ethyl benzene up to 404 ppb compared to the 5 ppb standard; isopropyl benzene up to 54 ppb compared to the 5 ppb standard; n-butyl benzene up to 11.6 ppb compared to the 5 ppb standard; n-propyl benzene up to 99.4 ppb compared to the 5 ppb standard; naphthalene up to 111 ppb compared to the 10 ppb standard; p-isopropyl toluene up to 7.54 ppb compared to the 5 ppb standard; sec-butyl benzene up to 8.0 ppb compared to the 5 ppb standard; xylene up to 689 ppb compared to the 15 ppb standard; 1,2,4 trimethylbenzene at 628 ppb compared to the 5 ppb standard; 1,3,5 trimethylbenzene at 176 ppb compared to the 1 ppb standard; and toluene up to 109 ppb compared to the 5 ppb standard . One SVOC, naphthalene, was found in excess of the guidance value of 10 ppb in the two on-site wells in the site's interior up to 77 ppb but no SVOCs were found in excess of guidance values in the wells located along or just outside the site boundaries. Metals were found in some of the wells along or just outside the site boundaries above applicable guidance values for antimony, arsenic, chromium, lead, and zinc in excess of their respective guidance values. Arsenic was found up to 33ppb compared to its guidance value of 25 ppb; chromium was found up to 95ppb compared to its guidance value of 50 ppb; lead was found up to 64ppb compared to its guidance value of 25 ppb; and zinc was found up to 240ppb compared to its guidance value of 200 ppb. These metals are attributed to urban fill (e.g. ash), especially along the site's northern property line adjacent to Erie Boulevard which was the former Erie Canal that was abandoned and filled-in-place. Elevated metals may also be attributed to suspended solids in these samples which is supported by the lower concentrations of these metals in samples collected from permanent monitoring wells which are less prone to introduction of solids in the samples. Soil Vapor: Soil vapor was not sampled and there are currently no buildings on-site. However based on the results of the soil boring and groundwater investigations there is a potential for on-site soil vapor intrusion into any buildings that may be constructed on-site. The property across Water Street which is directly south of the site, is the Former Midtown Plaza ERP Site which was redeveloped as the Syracuse University Center of Excellence (COE). Although an assessment of site conditions did not find that a mitigation system was warranted, Syracuse University installed and maintains a soil vapor mitigation system.

Materials
 --
Site Code: 381036
HW Code: C734111
Waste Name: indeno(1,2,3-cd)pyrene
Waste Quantity: UNKNOWN
Waste Code:

Materials
 --
Site Code: 381036
HW Code: C734111
Waste Name: XYLENE (MIXED)
Waste Quantity: UNKNOWN
Waste Code:

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
--		--				
Materials						
--		--				
Site Code:		381036				
HW Code:		C734111				
Waste Name:		BENZO(A)ANTHRACENE				
Waste Quantity:		UNKNOWN				
Waste Code:						
--		--				
Materials						
--		--				
Site Code:		381036				
HW Code:		C734111				
Waste Name:		CYMENE				
Waste Quantity:		UNKNOWN				
Waste Code:						
--		--				
Materials						
--		--				
Site Code:		381036				
HW Code:		C734111				
Waste Name:		TOLUENE				
Waste Quantity:		UNKNOWN				
Waste Code:						
--		--				
Materials						
--		--				
Site Code:		381036				
HW Code:		C734111				
Waste Name:		ETHYLBENZENE				
Waste Quantity:		UNKNOWN				
Waste Code:						
--		--				
Materials						
--		--				
Site Code:		381036				
HW Code:		C734111				
Waste Name:		BENZO(B)FLUORANTHENE				
Waste Quantity:		UNKNOWN				
Waste Code:						
--		--				
Materials						
--		--				
Site Code:		381036				
HW Code:		C734111				
Waste Name:		Chrysene				
Waste Quantity:		UNKNOWN				
Waste Code:						
--		--				
Materials						
--		--				
Site Code:		381036				
HW Code:		C734111				
Waste Name:		Butylbenzene				
Waste Quantity:		UNKNOWN				
Waste Code:						
--		--				
Materials						
--		--				
Site Code:		381036				
HW Code:		C734111				
Waste Name:		BARIUM				
Waste Quantity:		UNKNOWN				
Waste Code:						
--		--				
Materials						
--		--				
Site Code:		381036				

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
HW Code:			C734111			
Waste Name:			1,2,4-TRIMETHYLBENZENE			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			381036			
HW Code:			C734111			
Waste Name:			BENZO(A)PYRENE			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			381036			
HW Code:			C734111			
Waste Name:			N-PROPYLBENZENE			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			381036			
HW Code:			C734111			
Waste Name:			1,3,5-Trimethylbenzene			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			381036			
HW Code:			C734111			
Waste Name:			BENZO[K]FLUORANTHENE			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			381036			
HW Code:			C734111			
Waste Name:			Sec-Butylbenzene			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			381036			
HW Code:			C734111			
Waste Name:			NAPHTHALENE			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			381036			
HW Code:			C734111			
Waste Name:			ARSENIC			
Waste Quantity:			UNKNOWN			
Waste Code:						
--			--			
Materials						
--			--			
Site Code:			381036			
HW Code:			C734111			
Waste Name:			BENZENE			
Waste Quantity:			UNKNOWN			
Waste Code:						

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
--		--				
					Materials	
					--	
					Site Code: 381036	
					HW Code: C734111	
					Waste Name: Isopropylbenzene	
					Waste Quantity: UNKNOWN	
					Waste Code:	
					--	
					Materials	
					--	
					Site Code: 381036	
					HW Code: C734111	
					Waste Name: DIBENZ[A,H]ANTHRACENE	
					Waste Quantity: UNKNOWN	
					Waste Code:	
					--	
					Owner	
					--	
					Site Code: 381036	
					HW Code: C734111	
					Owner Op.: 06	
					Seq No.: 0000001	
					Sub Type: P03	
					Owner Name: NORMAN SWANSON	
					Owner Company: 700 OUT PARCEL, LLC C/O WOODBINE GROUP	
					Owner Street: 505 EAST FAYETTE STREET	
					Owner Street 2:	
					Owner City: SYRACUSE	
					Owner State: NY	
					Owner Zip: 13202	
					Country: United States of America	
					--	
					Owner	
					--	
					Site Code: 381036	
					HW Code: C734111	
					Owner Op.: 19	
					Seq No.: 0000001	
					Sub Type: NNN	
					Owner Name: LOCAL HISTORY DEPARTMENT	
					Owner Company: ONONDAGA COUNTY PUBLIC LIBRARY	
					Owner Street: 447 SOUTH SALINA STREET	
					Owner Street 2:	
					Owner City: SYRACUSE	
					Owner State: NY	
					Owner Zip: 13202	
					Country: United States of America	
					--	
					Owner	
					--	
					Site Code: 381036	
					HW Code: C734111	
					Owner Op.: 01	
					Seq No.: 0000001	
					Sub Type: 06	
					Owner Name: NORMAN SWANSON	
					Owner Company: SWANSON FAYETTE ASSOCIATES, LLC/WOODBINE GROUP	
					Owner Street: 505 EAST FAYETTE STREET	
					Owner Street 2:	
					Owner City: SYRACUSE	
					Owner State: NY	
					Owner Zip: 13202	
					Country: United States of America	
					--	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
122	2 of 2	ESE	0.49 / 2,588.37	406.78	U-HAUL 701-709 EAST WATER ST SYRACUSE NY	LEAKING TANKS

Site ID:	121961	DECREG:	7
Spill NO:	0111549	Lead DEC:	CFMANNES
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	105785	Source:	Gasoline Station or other PBS Facility
Program Type:	ER	Penalty:	No
UST Trust:	Yes	CID:	396
Class:	C3	Meets Std:	No
Spill Date:	2002-03-07 09:00:00	Water Body:	
Close Date:	2003-11-05 00:00:00	Rem Phase:	0
Update Date:	2003-11-05 00:00:00	Refer to:	
CAC Date:		Reported By:	Other
Create Date:	2002-03-07 00:00:00	After Hours:	No
Received Date:	2002-03-07 11:53:00	County:	Onondaga
Latitude:	43.050431860	Inspection Date:	
Longitude:	-76.142026970		
Caller Remark:			

DEC Remark:

Spiller Information

-- --

Spiller Name:

Spiller Company: unknown

Spiller Address:

Spiller City:

Spiller State: NY

Spiller Zip:

Spiller Country: 999

Contact Name: RICH MCKENNA

Contact Phone: (315) 472-6980

Contact Ext.:

-- --

Material Information

-- --

Site ID: 121961

Spill Number: 0111549

OP Unit ID: 850197

OU: 01

Material ID: 525568

Material Code: 0009

Material NA: gasoline

CAS NO:

Mat Family: Petroleum

Quantity: .00

Units: G

Recovered: .00

Med Soil: No

Med Air: No

Med In Air: No

Med GW: Yes

Med SW: No

Med DW: No

Med Sewer: No

Med Surf: No

Med Subway: No

Med Utility: No

Oxygenate:

-- --

123	1 of 2	SSW	0.49 / 2,602.93	390.94	Syracuse Auto Dynamics(400 Bk of SW St) 517 South West Street and Fabius	BROWNFIELDS
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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Street
Syracuse NY 13202-

Site Code: 57357
Site Class: N
Program: BCP
HW Code: C734096
SWIS: 3415
Acres: 1.000
County: Onondaga
Site Class Desc:
Assess DOH:
DESCRIPTION:

Region: 7
Town: Syracuse (c)
Record Added: 2004-03-30 09:37:00
Record Update: 2007-02-15 09:12:00
Updated By: KXCarpenter
Latitude: 43.045002591
Longitude: -76.157912591

See Site, #V00452

ASSESSMENT:

Owner
 -- --
Site Code: 57357
HW Code: C734096
Owner Op.: 06
Seq No.: 0000002
Sub Type: ZZZ
Owner Name:
Owner Company: 415 SOUTH WEST STREET, LLC
Owner Street: C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America

Owner
 -- --
Site Code: 57357
HW Code: C734096
Owner Op.: 01
Seq No.: 0000001
Sub Type: E
Owner Name:
Owner Company: DANIEL REINHARDT
Owner Street: 517 SOUTH WEST STREET
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13202
Country: United States of America

123	2 of 2	SSW	0.49 / 2,602.93	390.94	Syracuse Auto Dynamics(400 Bk of SW St) 517 South West Street and Fabius Street Syracuse NY 13202-	VCP
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Site Code: 57026
Site Class: N
Program: VCP
HW Code: V00452
SWIS: 3415
Acres:
Region: 7
Site Class Description:
Assess DOH:
DESCRIPTION:

Record Added: 2001-03-27 09:09:00
Record Update: 2005-03-25 15:04:00
Updated By: RJBRAZEL
County: Onondaga
Town: Syracuse (c)
Latitude: 43.045008647
Longitude: -76.157745919

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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The Syracuse Auto dynamics site is located at 517 South West Street and Fabius Street within the city of Syracuse, Onondaga County. The site is currently used as a automobile customization business with one structure. Historicl information on the site indicates that former gas station was located here during 1940's and 50's. The surrounding property uses are all commercial. Historically there is no information as to whether contamination exists but the former underground fuel storage tanks would be a potential source. No investigations have been performed at this site.

ASSESSMENT:

Owner
 -- --
Site Code: 57026
HW Code: V00452
Owner Op.: 01
Seq No.: 0000001
Sub Type: ZZZ
Owner Name: DANIEL REINHARDT
Owner Company: Syracuse Auto Dynamics(400 Bk of SW St)
Owner Street: 517 SOUTH WEST STREET
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13202
Country: United States of America
 -- --
Owner
 -- --
Site Code: 57026
HW Code: V00452
Owner Op.: 06
Seq No.: 0000002
Sub Type: 10
Owner Name:
Owner Company: 415 SOUTH WEST STREET LLC
Owner Street: C/O S&W REDEV.LLC-1 REMINGTON PK DR
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America
 -- --

124	1 of 1	NW	0.58 / 3,063.12	362.46	American Bag and Metal, Inc. 400 Spencer Street Syracuse NY 13204	SHWS
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Site Code: 56359
Site Class: N
Program: HW
Hw Code: 734069
SWIS: 3415
Acres: 0.500
Record Added: 1999-11-18 12:00:00
Site Class Description:
Assess DOH:
DESCRIPTION:

Record Update: 2013-10-25 13:44:00
Updated By: RXMUSTIC
County: Onondaga
Region: 7
Town: Syracuse (c)
Latitude: 43.058068300
Longitude: -76.163450080

The ABM Site is comprised of 2 parcels located at 400-404 (Tax #117.-08-07.0) and 380 (Tax #117.-08-06.1) Spencer Street in the City of Syracuse, Onondaga County, New York. The site is surrounded by Kirkpatrick Street (North), Spencer Street (South), the City of Syracuse property (West), and an industrial area (East). The parcels total approximately 2.7 acres in size and are separated by Onondaga Creek, a tributary to Onondaga lake. The West Parcel includes an area of approximately 0.6 acres, and the larger East Parcel includes an area of approximately 2.1 acres. The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is currently vacant land. On-Site remediation occurred in 2005 and 2006 under the State's Brownfields Cleanup Program (C734088). Remediation on the West Parcel included soil excavation, and off-site disposal, of PCB contaminated soil greater than 10 ppm. Remediation on the East Parcel included excavation and off-site disposal of the paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A COC was issued on December 22, 2006. Off-site of the West Parcel, PCB soil contamination exists and a Decision Document was issued on March 20, 2012 under site No. C734088A.

ASSESSMENT:

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
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PCB contamination of soils has been confirmed on the West Parcel. Paint waste contamination has been confirmed on the East Parcel in both groundwater and soil. On-Site remediation occurred in 2005 and 2006 under the State's Brownfields Cleanup Program (C734088). Off-site of the West Parcel, PCB soil contamination exists and a Decision Document was issued on March 20, 2012 under site No. C734088A.

Owner
 -- --
Site Code: 56359
HW Code: 734069
Owner Op.: 04
Seq No.: 0000001
Sub Type: E
Owner Name:
Owner Company: American Bag and Metal, Inc.
Owner Street: 400 Spencer Street
Owner Street 2:
Owner City: Syracuse
Owner State: NY
Owner Zip: 13204
Country: United States of America
 -- --
Owner
 -- --
Site Code: 56359
HW Code: 734069
Owner Op.: 01
Seq No.: 0000001
Sub Type: E
Owner Name:
Owner Company: American Bag and Metal, Inc.
Owner Street: 400 Spencer Street
Owner Street 2:
Owner City: Syracuse
Owner State: NY
Owner Zip: 13204
Country: United States of America
 -- --
Owner
 -- --
Site Code: 56359
HW Code: 734069
Owner Op.: 01
Seq No.: 0000001
Sub Type: NNN
Owner Name:
Owner Company: American Bag and Metal, Inc.
Owner Street: 400 Spencer Street
Owner Street 2:
Owner City: Syracuse
Owner State: NY
Owner Zip: 13204
Country: United States of America
 -- --
Owner
 -- --
Site Code: 56359
HW Code: 734069
Owner Op.: 04
Seq No.: 0000001
Sub Type: NNN
Owner Name:
Owner Company: American Bag and Metal, Inc.
Owner Street: 400 Spencer Street
Owner Street 2:
Owner City: Syracuse
Owner State: NY
Owner Zip: 13204

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Country:		United States of America				
--		--				
Owner		--				
--		--				
Site Code:		56359				
HW Code:		734069				
Owner Op.:		03				
Seq No.:		0000000				
Sub Type:		NNN				
Owner Name:						
Owner Company:		AMERICAN BAG AND METAL, INC.				
Owner Street:						
Owner Street 2:						
Owner City:						
Owner State:		ZZ				
Owner Zip:						
Country:		United States of America				
--		--				

125	1 of 1	SW	0.79 / 4,187.16	395.57	Old Tip-Top Bakery Shonnard Street Syracuse NY 13204	SHWS
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Site Code:	58114	Record Update:	2007-05-09 09:21:00
Site Class:	C	Updated By:	DXSMITH
Program:	HW	County:	Onondaga
HW Code:	734042	Region:	7
SWIS:	3415	Town:	Syracuse (c)
Acres:	1.000	Latitude:	43.041875209
Record Added:	1999-11-18 12:00:00	Longitude:	-76.162538376

Site Class Description: Completed

Assess DOH: The site is in an area which is served by public water. NYSDOH has observed evidence of site trespass during a past site investigation. NYS DEC completed a drum removal in 1991. The City of Syracuse conducted follow-up soil sampling in the Spring of 1992 and no residual contamination was found. The site was delisted in December 1992 and there are no known outstanding health concerns associated with exposure to site contaminants.

DESCRIPTION:

Royal Research Labs was a paint stripping firm and manufacturer of plastic automotive parts. It was located on Shonnard Street. The facility was declared unsafe and the building was condemned by the Syracuse Fire Department in the early 1980's. Approximately 50 drums and containers of chemicals were moved from the Royal Research Lab to the Tip-Top Bakery building, which is also located on Shonnard Street. Some of the chemicals have spilled onto the floor of the building. Analytical results of samples taken, reveal that some of the wastes were ignitable and corrosive. Many of the drums have been removed from the building, but a few still remain scattered through-out. Some were found to contain hazardous waste. In 1991, the DEC initiated a final drum removal. The drum removal was completed by November of 1991. A thorough follow-up investigation with sampling was conducted by the City of Syracuse during the spring of 1992. Sampling analysis revealed no residual contamination from the hazardous waste.

ASSESSMENT:

All remaining drums & containers that were stored in this building were removed by November of 1992. The City of Syracuse's follow-up investigation revealed no residual contamination resulting from the drums.

Materials

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Site Code:	58114
HW Code:	734042
Waste Name:	IGNITABLE AND CORROSIVE WASTES
Waste Quantity:	APPROXIMATELY 43 DRUMS
Waste Code:	
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Owner

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Site Code:	58114
HW Code:	734042
Owner Op.:	01
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	Roman Bouchard

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Owner Street:</i>						
<i>Owner Street 2:</i>						
<i>Owner City:</i>						
<i>Owner State:</i>		ZZ				
<i>Owner Zip:</i>						
<i>Country:</i>		United States of America				
--		--				
<i>Owner</i>						
--		--				
<i>Site Code:</i>		58114				
<i>HW Code:</i>		734042				
<i>Owner Op.:</i>		04				
<i>Seq No.:</i>		0000001				
<i>Sub Type:</i>		NNN				
<i>Owner Name:</i>						
<i>Owner Company:</i>		Raymond Lee, Royal Research Labs				
<i>Owner Street:</i>		Shonnard Street				
<i>Owner Street 2:</i>						
<i>Owner City:</i>		Syracuse				
<i>Owner State:</i>		NY				
<i>Owner Zip:</i>		13204				
<i>Country:</i>		United States of America				
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<i>Owner</i>						
--		--				
<i>Site Code:</i>		58114				
<i>HW Code:</i>		734042				
<i>Owner Op.:</i>		04				
<i>Seq No.:</i>		0000001				
<i>Sub Type:</i>		E				
<i>Owner Name:</i>						
<i>Owner Company:</i>		RAYMOND LEE, ROYAL RESEARCH LABS, IN				
<i>Owner Street:</i>		SHONNARD ST.				
<i>Owner Street 2:</i>						
<i>Owner City:</i>		SYRACUSE				
<i>Owner State:</i>		NY				
<i>Owner Zip:</i>		13204				
<i>Country:</i>		United States of America				
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<i>Owner</i>						
--		--				
<i>Site Code:</i>		58114				
<i>HW Code:</i>		734042				
<i>Owner Op.:</i>		01				
<i>Seq No.:</i>		0000000				
<i>Sub Type:</i>		E				
<i>Owner Name:</i>						
<i>Owner Company:</i>		RAYMOND LEE, ROYAL RESEARCH LABS, IN				
<i>Owner Street:</i>						
<i>Owner Street 2:</i>						
<i>Owner City:</i>						
<i>Owner State:</i>		ZZ				
<i>Owner Zip:</i>						
<i>Country:</i>		United States of America				
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<i>Owner</i>						
--		--				
<i>Site Code:</i>		58114				
<i>HW Code:</i>		734042				
<i>Owner Op.:</i>		03				
<i>Seq No.:</i>		0000000				
<i>Sub Type:</i>		NNN				
<i>Owner Name:</i>						
<i>Owner Company:</i>		RAYMOND LEE, ROYAL RESEARCH LABS, IN				
<i>Owner Street:</i>						
<i>Owner Street 2:</i>						
<i>Owner City:</i>						
<i>Owner State:</i>		ZZ				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner Zip:						
Country:		United States of America				
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126	1 of 1	WSW	0.88 / 4,665.19	398.03	Rockwell Plant Site Marcellus Street Syracuse NY 13210	SHWS
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Site Code:	56335	Record Update:	2007-05-03 14:00:00
Site Class:	C	Updated By:	DXSMITH
Program:	HW	County:	Onondaga
Hw Code:	734022	Region:	7
SWIS:	3415	Town:	Syracuse (c)
Acres:	2.000	Latitude:	43.045394831
Record Added:	1999-11-18 12:00:00	Longitude:	-76.169103735
Site Class Description:	Completed		
Assess DOH:	Remedial efforts by responsible parties have eliminated contaminants. Site has been delisted.		
ASSESSMENT:			

Site has been remediated. There is no indication of groundwater contamination.

DESCRIPTION:

Former Rockwell Plant site that is no longer in business. Several electrical transformers were dismantled in order to salvage the copper in them. During the dismantling an estimated 100 gallons of transformer oil containing PCBs spilled. The PCB oil spilled on the soil and sample analysis showed levels up to 510 ppm of Aroclor 1260 in one sample. DOT/DEC conducted a clean-up of the PCB spill. The abandoned site was secured & signs were posted for public awareness. Waste fuels were suspected to have been burned on site. A Phase I study was completed. A PRP Phase II Investigation was completed in 1987. During the PCB oil spill clean-up a number of other areas of concern were revealed. Among the concerns were buried tanks, extensive areas of contaminated soil and waste oil in the collection sumps. In 1988 11 buried tanks and 300 cubic yards of contaminated soil were removed from the site. During this removal, spent petroleum by-products were also discovered. This site has had hazardous waste removed. Hazardous waste removal was completed in the Spring of 1990. Groundwater monitoring did not indicate contamination.

Materials

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Site Code:	56335
HW Code:	734022
Waste Name:	PCBS
Waste Quantity:	APPROX. 100 GALLONS
Waste Code:	
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Owner

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Site Code:	56335
HW Code:	734022
Owner Op.:	03
Seq No.:	0000000
Sub Type:	NNN
Owner Name:	
Owner Company:	ROCKWELL, INC.
Owner Street:	
Owner Street 2:	
Owner City:	
Owner State:	ZZ
Owner Zip:	
Country:	United States of America
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Owner

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Site Code:	56335
HW Code:	734022
Owner Op.:	01
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	Rockwest Developers, Inc.
Owner Street:	PO BOX 7057
Owner Street 2:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13261				
Country:		United States of America				
--		--				
Owner						
--		--				
Site Code:		56335				
HW Code:		734022				
Owner Op.:		01				
Seq No.:		0000000				
Sub Type:		E				
Owner Name:						
Owner Company:		ROCKWELL, INC.				
Owner Street:		PO BOX 7057				
Owner Street 2:						
Owner City:		SYRACUSE				
Owner State:		NY				
Owner Zip:		13261				
Country:		United States of America				
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127	1 of 1	NW	0.98 / 5,188.78	362.29	ONONDAGA LAKE Postal Address is unavailable for the Site, SYRACUSE, NY 13209 NY	NPL
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Risks At The Site Continued:

Site ID: 0203382
Site Name: ONONDAGA LAKE
EPA ID: NYD986913580
NPL Status: Final
Site Link: <https://cumulis.epa.gov/supercpad/cursites/csinfo.cfm?id=0203382>
Site Details Link: http://cumulis.epa.gov/supercpad/cursites/dsp_ssppSiteData2.cfm?id=0203382
Contaminant Info Link: <http://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.Contams&id=0203382>
Admin Records Link: <http://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.ars&id=0203382>
Additional Reports Link: <http://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.scs&id=0203382>
Construction Complete: No
Human Exposure: Not Under Control
Water Status: Insufficient Data
Ready for Use: No
Protectiveness:
Community Resources:
Zip: 13209
Emergency Response:
Enforcement Information:
Green Remediation:
Renewable Energy Activity:
Staying Informed:

Site-related documents can be found at the following repositories: New York State Department of Environmental Conservation, Central Office, 625 Broadway, Albany, NY; NYSDEC Region 7 Office, 615 Erie Blvd. West, Syracuse, NY; Atlantic States Legal Foundation, 658 West Onondaga Street, Syracuse, NY 13204; Onondaga County Public Library, Syracuse Branch at the Galleries, 447 South Salina Street, Syracuse, NY 13204; Liverpool Public Library, 310 Tulip Street, Liverpool, NY 13088. Documents can also be found on the New York State Department of Environmental Conservation's Onondaga Lake Site website and at Honeywell's Onondaga Lake Cleanup webpage. More information about the status of the cleanup of the subsites and the lake bottom can be found on the New York State Department of Environmental Conservation's Region 7 Project Information webpage. Historically, industrial pollutants and municipal sewage waste were routinely discharged into the lake. As a result, the surface water is contaminated with mercury and the sediments are contaminated with polychlorinated biphenyls (PCBs); pesticides; creosotes; heavy metals including lead, cobalt, and mercury; polycyclic aromatic hydrocarbons (PAHs); and volatile organic compounds (VOCs) such as chlorobenzene. Groundwater at many of the upland subsites is also contaminated. Several species of fish native to the lake have high concentrations of mercury. Public fishing in Onondaga Lake was banned in 1970, but the lake was opened for catch-and-release fishing in 1986. From 1986 to 1999, the fish consumption advisory for Onondaga Lake was "Don't eat any fish" from the lake. In 1999, the advisory was updated to "Don't eat any walleye and eat up to one meal a month of all other species." In 2007, the advisory was updated to "Don't eat largemouth and smallmouth bass over 15 inches, and walleye. Eat up to one meal a month of smallmouth bass and largemouth bass less than 15 inches, carp, channel catfish, white perch and all other species." In 2010, the advisory was updated to "Don't eat largemouth bass and smallmouth bass greater than 15 inches, walleye carp,

Risks At The Site:

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev (ft)</i>	<i>Site</i>	<i>DB</i>
					channel catfish and white perch. Eat up to four meals a month of brown bullhead and pumpkinseed. Eat up to one meal a month of all other fish." This advisory is currently in effect. Women under 50 and children under the age of 15 are advised not to eat any fish from Onondaga Lake. The fish consumption advisory is based on the presence of mercury, dioxin and PCBs in fish tissue. Contact with or ingestion of contaminated groundwater, surface water or sediments could pose a health threat, although the EPA and New York State have determined that the site poses no immediate threat to human health or the environment while studies and remedial work are being performed.	
					Superfund Alternative Approach:	
					City: SYRACUSE	
					County: ONONDAGA	
					Congressional District: 24	
					CURRENT SITE STATUS:	

What is the current site status?

Cleanup activities at the subsites have been or are being performed via various means (e.g., as part of a cleanup remedy selected in a Record of Decision or as an interim remedial measure). With the exception of the Lower Ley Creek subsite, where the investigation was performed under federal authorities, the investigations and cleanup actions at the other subsites have been or are being performed by the subsites' potentially responsible parties (PRPs), pursuant to enforcement agreements between the PRPs and the State of New York.

Between 1998 and March 2015, cleanup remedies were selected for 10 of the subsites. Selected cleanup remedies include dredging of contaminated sediments, excavation of contaminated soils, in-situ, on- and off-site treatment of contaminated materials, collection and treatment of contaminated groundwater, and capping of contaminated soils and sediments. New York State is the lead agency for all of the subsites except for Lower Ley Creek. More information about the status of the cleanup of the subsites and the lake bottom can be found on the New York State Department of Environmental Conservation's Region 7 Project Information webpage. The status of the Lake Bottom subsite and the federal-lead Lower Ley Creek subsite are discussed below. Dredging of contaminated lake sediments (Lake Bottom subsite) began in summer 2012 and was completed in November 2014. Approximately 2.2 million cubic yards of contaminated sediment was removed from the lake bottom and three shoreline areas. The dredging and related capping and habitat restoration work is being performed by Honeywell International with oversight by the New York State Department of Environmental Conservation, the EPA, and the New York State Department of Health. Capping and habitat restoration activities will continue through 2016.

In 2014, the EPA finalized its plan to clean up contaminated soil and sediment at the Lower Ley Creek subsite, located in the city of Syracuse and town of Salina. The cleanup will include excavation and capping of contaminated soil and sediment in Lower Ley Creek and disposal of the excavated soil and sediment. Negotiations are underway with the parties responsible for contamination at the site to get them to perform the engineering and cleanup work.

EPA INVOLVEMENT:

EPA's Involvement at this Site

The EPA placed the site on the Superfund program's National Priorities List in December 1994. The control of contamination migrating to Onondaga Lake from the various upland sites is an integral part of the overall cleanup of the lake. To facilitate coordination of the various investigations and remedial activities at the lake and the upland sources, the New York State Department of Environmental Conservation and the EPA have, to date, identified 12 subsites which comprise the Onondaga Lake site: Lake Bottom; General Motors - Inland Fisher Guide; Geddes Brook/Ninemile Creek; LCP Bridge Street; Ley Creek PCB Dredgings; Lower Ley Creek; National Grid - Hiawatha Boulevard; Onondaga Lake Bottom; Semet Tar Beds; Town of Salina Landfill; Wastebeds 1-8; Wastebed B/Harbor Brook and Willis Avenue. New York State is the lead agency for all of the subsites except for Lower Ley Creek.

TOPICS IN FOCUS:

To view the Public Notice of Second Five-Year Review for the Ley Creek PCB Dredging subsite: [click here](#)

SITE DESCRIPTION:

Onondaga Lake is located along the northern side of the City of Syracuse in Onondaga County, New York. The lake itself covers an area of 4.6 square miles. Its shoreline borders the city of Syracuse, as well as the towns of Geddes and Salina and villages of Solvay and Liverpool. The site includes the lake and seven major and other minor tributaries and upland sources of contamination. The lake receives water from a drainage basin of approximately 285 square miles, located almost entirely within Onondaga County. Effluent from the Metropolitan Syracuse Wastewater Treatment Plant discharges into the southeastern end of the lake. The lake flows into the Seneca River, which flows into the Oswego River. The Oswego River ultimately flows into Lake Ontario.

Onondaga Lake has been the recipient of industrial and municipal sewage discharges for more than 100 years. The availability of salt and limestone along and in the vicinity of Onondaga Lake led Honeywell International, Inc.'s (Honeywell's) predecessor companies (e.g., Solvay Process Company, Allied Chemical Corp. and AlliedSignal, Inc.) to locate along the west side of the lake. In 1946, Allied Chemical started a mercury cell process that resulted in waste streams containing mercury and heavy metals being discharged by its facilities at Willis Avenue and Bridge Street. Honeywell's Semet Residue Ponds are another source of contamination to the lake. While Honeywell is the site's primary potentially responsible party (PRP), other industrial and manufacturing facilities located along the shore or tributaries to the lake are sources of contamination to the lake. Site investigations and cleanup activities are ongoing. The EPA and New York State have determined that the site poses no immediate threat to human health or the environment while studies are underway.

HUMAN HEALTH:

What's being done to protect human health and the environment?

Interim Remedial Measures (IRMs): IRMs undertaken at the site include removing chlorobenzene from existing wells; altering existing on-site sewers; on-site demolition, removal, decontamination and recycling of former mercury cell processing buildings and building materials; cleaning storm drainage systems; investigation of berms surrounding the Semet Tar Ponds; design and construction of a lakeshore barrier wall and groundwater collection/treatment system; and removal of some contaminated sediments and floodplain soils in or adjacent to Geddes Brook and Ninemile Creek. Long-term Cleanup: Investigations and long-term remedial actions at the various subsites are being performed by the site's PRPs, pursuant to enforcement agreements between the PRPs and the State of New York. EPA has contributed over \$16.5 million to the State of New York for various activities at the site, including investigations, coordination and management at subsites, implementation of a citizen involvement plan, creation of a site-wide database, and establishment of a comprehensive enforcement program.

Dredging in Onondaga Lake was performed from 2012 through 2014, removing approximately 2.2 million cubic yards of contaminated material. It is anticipated that isolation and thin-layer capping of contaminated lake sediment, which began in 2012, will be completed in 2016.

Unplottable Summary

Total: 99 Unplottable sites

DB	Company Name/Site Name	Address	City	Zip	ERIS ID
CERCLIS	ROCKWELL PLANT SITE	MARCELLUS STREET	SYRACUSE NY	13202	805435531
CERCLIS	NIAGARA MOHAWK /NM HQ	ERIE BOULEVARD WEST	SYRACUSE NY	13202	805417457
CERCLIS NFRAP	NIAGARA MOHAWK /NM HQ	ERIE BOULEVARD WEST	SYRACUSE NY	13202	805494020
CERCLIS NFRAP	ROCKWELL PLANT SITE	MARCELLUS STREET	SYRACUSE NY	13202	805483552
HIST MLTS	STRATTON ENERGY ASSOCIATES	100 CLINTON SQUARE, 7(f)	SYRACUSE NY	13202	847208501
HMIRS		I-81 South	SALINA NY		818568140
LEAKING TANKS	ST MARYS CEMETARY	GENESEE ST	DEWITT NY		814016622
LEAKING TANKS	NIMO COMPLEX	NIMO COMPLEX WATER STREET	SYRACUSE NY		813999356
LEAKING TANKS	NYS ARMORY	NYS ARMORY W JEFFERSON ST	SYRACUSE NY		813999529
LEAKING TANKS	P&C	P&C FOOD MARKET	GEDDES NY		813998304
LEAKING TANKS	K MART	ERIE BOULEVARD EAST	SYRACUSE DEWITT NY		814014038
NY SPILLS	NORTHBOUND, EAST ADAMS ST	I-81	SYRACUSE NY		813853389

NY SPILLS	SCHAEFFER TRUCKING INC.	I-81	SALINA NY		813879778
NY SPILLS	INTERSTATE 690 EASTBOUND	I-690 EASTBOUND TEAL-MIDL	SYRACUSE NY		813972734
NY SPILLS	PILOT TRUCK STOP	I-81 AND EXIT 25	SYRACUSE NY		813887971
NY SPILLS	I-690 EAST	I-690 EAST	SYRACUSE NY		813872142
NY SPILLS	TEALL OFF RAMP	I-690 EAST	SYRACUSE NY		813769768
NY SPILLS	I-690 EAST & TEALL AVE	I-690	SYRACUSE NY		813930932
NY SPILLS	EB MP 1.8, EAST OF EXIT 3	I-690	SYRACUSE NY		828925226
NY SPILLS	NORTH BOUND ROUTE 81	I-690 INTERCHANGE 690 INTERCHANGE	SYRACUSE NY		813760569
NY SPILLS	ROADWAY	I 690 W RAMP TO I 81 S	SYRACUSE NY	13202	813635182
NY SPILLS	I-81 NORTH	81.25 MM I-81	SYRACUSE NY		813917174
NY SPILLS	OVERPASS	I-690 WEST 690 WEST	SYRACUSE NY		813974777
NY SPILLS	RT 690 WEST	I-690 WEST 690 WEST	SYRACUSE NY		813796461
NY SPILLS	LODI AND	SALINA ST'S	SYRACUSE NY		813701685
NY SPILLS	S. SALINA (SEALER CONS.)	S. SALINA ST. (VALLEY PLAZ	SYRACUSE NY		813715055
NY SPILLS	ON ROADWAY	NORTH SALINA STREET	SYRACUSE NY		813800660

NY SPILLS	CONSTRUCTION SITE	NORTH SALINA RD	SYRACUSE NY	813904795
NY SPILLS	ROADWAY	I-81 SOUTH AT S. SALINA ST EXIT	SYRACUSE NY	857843734
NY SPILLS	RT. 81 & PEARL ST. ACCI.	RT 81 NORTH & PEARL ST	SYRACUSE NY	813882714
NY SPILLS	NORTH LOWELL STREET AND	WEST GENESEE STREET	SYRACUSE NY	813926321
NY SPILLS	I/F/O FAIRMOUNT FAIR SHOPPING	WEST GENESEE ST	SYRACUSE NY	813633953
NY SPILLS	HARRY L. COOK CLEANERS	W. GENESEE ST (WESTVALE)	GEDDES NY	813658365
NY SPILLS	W. GENESEE SCHOOL	W. GENESEE STREET	SYRACUSE (FAIRMOUNT) NY	813882417
NY SPILLS	SEARS OIL	W GENESEE ST	GEDDES NY	813961081
NY SPILLS	FRANKIN SQUARE	FRANKLIN SQUARE	SYRACUSE NY	813801969
NY SPILLS	LIQUOR SQUARE	LIQUOR SQUARE ERIE BLVD	SYRACUSE NY	813879817
NY SPILLS	URINE SAMPLE SPILL	ERIE BOULVARD WEST AT NOR	SYRACUSE NY	813902821
NY SPILLS	HESS ERIE BLVD E @ STATE	ERIE BOULVARD EAST AT STA	SYRACUSE NY	813902822
NY SPILLS	NEAR HARBOR BROOK	ERIE BLVD WEST	SYRACUSE NY	813917756
NY SPILLS	RUSSO AUTOMOTIVE	ERIE BLVD W RUSSO AUTOMOT	SYRACUSE NY	813707047

NY SPILLS	ON ASPHALT	WATER STREET	SYRACUSE NY	13202	813742542
NY SPILLS	WATER ST	WATER ST	SYRACUSE NY		813958212
NY SPILLS	SUNY MEDICAL KENNEDY SQUARE	EAST WATER ST	SYRACUSE NY		813810426
NY SPILLS	SYRACUSE SUDS FACTORY	AMOS BLDG. WATER ST.	SYRACUSE NY		813939516
NY SPILLS	TRANSFORMER POLE #17	East Washington St	Syracuse NY		821356300
NY SPILLS	WARREN ST BUILDING	WARREN ST	SYRACUSE NY		813736609
NY SPILLS	FINANCIAL PLAZABLDG	WARREN ST	SYRACUSE NY		813690521
NY SPILLS	EAST FAYETTE ST OIL	EAST FAYETTE BTW WARREN AND MCBRIDE	SYRACUSE NY	13202	813639774
NY SPILLS	CITY COURT HOUSE BLDGS.	STATE STREET	SYRACUSE NY		813762232
NY SPILLS	EAST COLVIN AND	STATE STREET	SYRACUSE NY		813888628
NY SPILLS	AIR DISCHARGE	STATE STREET	SYRACUSE NY		813751332
NY SPILLS	CRANE HOGAN	north state st	syracuse NY		813825097
NY SPILLS	VAULT 58178	SOUTH SALINA STREET	SYRACUSE NY	13205	813928940
NY SPILLS	TRANS POLE 158	SOUTH SALINA STREET	SYRACUSE NY		813819008
NY SPILLS	UNITED RENTALS BATTERIES	ERIE BLVD WEST AND HIAWATHA WEST	SYRACUSE NY	13209	813801341

NY SPILLS	ERIE BLVD EAST OF BRIDGE	ERIE BLVD EAST OF BRIDGE	DEWITT NY		813789817
NY SPILLS	DELTA SONIC CAR WASH	ERIE BLVD EAST	SYRACUSE NY	13214	813819508
NY SPILLS	ERIE BLVD & SO. STATE ST.	ERIE BLVD	Syracuse NY		813887734
NY SPILLS	SAMS CLUB	ERIE BLVD	SYRACUSE NY		821353727
NY SPILLS	ADVANCED AUTO PARTS	ERIE BLVD	SYRACUSE NY		813707748
NY SPILLS	SEARS OIL/GAS	ERIE BLVD	SYRACUSE NY		813890746
NY SPILLS	ROTH STEEL CO.	ERIE BLVD	SYRACUSE NY		813660544
NY SPILLS	HARBOR ST	ERIE BLVD	SYRACUSE NY		813637218
NY SPILLS	AAC	ERIE BLVD	Syracuse NY		813647460
NY SPILLS	TCE PLUME COASTAL TERM.	OIL CITY CLINTON ST	SYRACUSE NY		813742515
NY SPILLS	PARKING LOT	100 CLINTON SQUARE	SYRACUSE NY		813907254
NY SPILLS	NYS DOT - BUTTERNUT DRIVE	BUTTERNUT DRIVE	DEWITT NY		813656133
NY SPILLS	ON ROADWAY	N/B I-695 to E/B I-690 Ramp	Geddes NY		813841494
NY SPILLS	MILE POST 76.0	I-81NB NEDROW EXIT	ONONDAGA NY		813747147
NY SPILLS	SB I81 AT MILE MARKER 83	I-81 SB AT MILE MARKER 83	SYRACUSE NY		813962487

NY SPILLS	Spill Number 9604772	I-81 SOUTH BOUND	SYRACUSE NY		813704991
RCRA CESQG	HERALD CO THE	CLINTON SQ	SYRACUSE NY	13221	810516725
RCRA CESQG	NYSDOT BIN 1093370	PEDESTRIAN RAMP TO FAIRGROUNDS OVER I-690	SYRACUSE NY	13209	810512594
RCRA CESQG	DEWITT TOWN OF BIN 3064660	KINNE RD OVER BUTTERNUT CREEK BRIDGE REHABILITATION	DEWITT NY	13057	810526554
RCRA LQG	NYSDOT BIN 1050780 I- 690 RAMP BB	I-690 RAMP BB	SYRACUSE NY	13202	821923251
RCRA LQG	NYSDOT BIN 1050822 I- 690 OVER ONONDAGA CREEK	I-690 OVER ONONDAGA CRK	SYRACUSE NY	13202	821921552
RCRA LQG	NYSDOT BIN 1050821 I- 690 OVER ONONDAGA CREEK	I-690 OVER ONONDAGA CREEK	SYRACUSE NY	13202	821921551
RCRA LQG	NYSDOT BIN 1050001 930B WEST GENESEE STREET	W GENESEE ST	SYRACUSE NY	13206	821922803
RCRA LQG	NATIONAL GRID ASH STREET SUB	GENANT DR	SYRACUSE NY	13208	810518231
RCRA LQG	NYSDOT BIN 105080A RAMP DD OVER ONONDAGA CREEK	RTE I-690 OVER ONONDAGA CRK	SYRACUSE NY	13202	810519384
RCRA LQG	NYSDOT BIN 1049610	PEDESTRIAN WALK OVER STATE FAIR BLVD AT EXIT 7 OF I-690	GEDDES NY	13209	810531424
RCRA LQG	NYSDOT BIN 1049590	PEDESTRAIN WALK 0.4 MI NW OF JCT BET I-690 & RTE 297 OVER	GEDDES NY	13209	810519437
RCRA LQG	NYSDOT BIN 1050790 I- 690 RAMP DD	I-690 RAMP DD	SYRACUSE NY	13202	821923252

RCRA LQG	NYSDOT BIN 1050840 RAMP CC OVER ONONDAGA CREEK	I-690 RAMP CC	SYRACUSE NY	13202	821921643
RCRA NON GEN	ONONDAGA CO CONVENTION CENTER	S STATE ST	SYRACUSE NY	13202	810374977
RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	WASHINGTON ST & E WATER ST MH 1-1	SYRA CUSE NY	13210	826034809
RCRA NON GEN	INDUSTRIAL PAINTING INC	I-690 D253040	SYRACUSE NY	13202	810375149
RCRA NON GEN	FAYETTE ST SUB	W FAYETTE ST	SYRACUSE NY	13204	810368367
RCRA NON GEN	NYSDOT BIN 1008489	I-87 OVER SALINA ST	SYRACUSE NY	13203	810365552
RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	W WASHINGTON ST MH 2-1	SYRACUSE NY	13202	826034832
RCRA NON GEN	SUNOCO SERVICE STATION	ERIE BLVD E	DEWITT NY	13214	810374016
RCRA NON GEN	BURNET AVENUE SUB	BURNET AVE	SYRACUSE NY	132024298	810369238
RCRA NON GEN	NYSDOT BIN 1093351	I-690 WB OVER RAMP FROM 931B	SYRACUSE NY	13209	810381841
RCRA SQG	DUNK & BRIGHT WAREHOUSE	W FAYETTE ST	SYRACUSE NY	13202	810529344
RCRA TSD	NYSDOT BIN 1050001 930B WEST GENESEE STREET	W GENESEE ST	SYRACUSE NY	13206	822555980
SEMS ARCHIVE	NIAGARA MOHAWK /NM HQ	ERIE BOULEVARD WEST	SYRACUSE NY	13202	828884123
SEMS ARCHIVE	ROCKWELL PLANT SITE	MARCELLUS STREET	SYRACUSE NY	13202	828854575

SHWS

Onondaga Lake Dredge
Spoil Areas

Route I-690

Geddes NY

13209

814053402

Unplottable Report

Site: ROCKWELL PLANT SITE
MARCELLUS STREET SYRACUSE NY 13202

CERCLIS

Site ID: 0202364
Site EPA ID: NYD981561053
NPL Status: Not on the NPL
Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information
Federal Facility: Not a Federal Facility
Site Cnty Name: ONONDAGA

CERCLIS Assess History

-- --
Date Started:
Date Completed:
Site Description: PCB KNOWN TO BE PRESENT. ISTE IS TARGETED FOR RENOVATION INTO OFFICES OR RESIDENCES. THERE IS PATENTIAL TO AFFECT HEALTH OF RESIDENTS BY DIRECT EXPOSURE. A MAJOR AQUIFER LIES BENEATH SITE ALTHOUGH RESIDENTS WITHIN 3 MILE RADIUS DO NOT GRNDW

CERCLIS Assess History

-- --
Action: DISCOVERY
Date Started:
Date Completed: 9/3/1986 00:00:00
Site Description:

CERCLIS Assess History

-- --
Action: PRELIMINARY ASSESSMENT
Date Started: 9/3/1986 00:00:00
Date Completed: 9/30/1986 00:00:00
Site Description:

CERCLIS Assess History

-- --
Action: SITE INSPECTION
Date Started: 11/1/1991 00:00:00
Date Completed: 11/11/1991 00:00:00
Site Description:

CERCLIS Assess History

-- --
Action: ARCHIVE SITE
Date Started:
Date Completed: 11/11/1991 00:00:00
Site Description:

Site: NIAGARA MOHAWK /NM HQ
ERIE BOULEVARD WEST SYRACUSE NY 13202

CERCLIS

Site ID: 0202171
Site EPA ID: NYD980664247
NPL Status: Not on the NPL
Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information
Federal Facility: Not a Federal Facility
Site Cnty Name: ONONDAGA

CERCLIS Assess History
--
Date Started:
Date Completed:
Site Description: No description available
--

CERCLIS Assess History
--
Action: DISCOVERY
Date Started:
Date Completed: 12/21/1982 00:00:00
Site Description:
--

CERCLIS Assess History
--
Action: PRELIMINARY ASSESSMENT
Date Started:
Date Completed: 12/30/1987 00:00:00
Site Description:
--

CERCLIS Assess History
--
Action: ARCHIVE SITE
Date Started:
Date Completed: 12/30/1987 00:00:00
Site Description:
--

Site: NIAGARA MOHAWK /NM HQ
ERIE BOULEVARD WEST SYRACUSE NY 13202

CERCLIS NFRAP

Site ID: 202171
Site EPA ID: NYD980664247
Site Fips Code: 36067
Federal Facility:
Site Parent ID:
Parent Site Name:
Site Cngrsnl District Code: 33
Region Code: 2
State Code: NY
Site Cnty Name: ONONDAGA

CERCLIS-NFRAP Assess History
--
Action: DISCOVERY
Priority Level:
Date Started:
Date Completed: 12/21/1982
--

CERCLIS-NFRAP Assess History
--
Action: PRELIMINARY ASSESSMENT
Priority Level: NFRAP
Date Started:
Date Completed: 12/30/1987
--

CERCLIS-NFRAP Assess History
--
Action: ARCHIVE SITE
Priority Level:
Date Started:
Date Completed: 12/30/1987
--

Site: ROCKWELL PLANT SITE

CERCLIS NFRAP

MARCELLUS STREET SYRACUSE NY 13202

Site ID: 202364
Site EPA ID: NYD981561053
Site Fips Code: 36067
Federal Facility:
Site Parent ID:
Parent Site Name:
Site Cngrsnl District Code: 27
Region Code: 2
State Code: NY
Site Cnty Name: ONONDAGA

CERCLIS-NFRAP Assess History

Action: DISCOVERY
Priority Level:
Date Started:
Date Completed: 9/3/1986

CERCLIS-NFRAP Assess History

Action: PRELIMINARY ASSESSMENT
Priority Level: Low priority
Date Started: 9/3/1986
Date Completed: 9/30/1986

CERCLIS-NFRAP Assess History

Action: SITE INSPECTION
Priority Level: NFRAP
Date Started: 11/1/1991
Date Completed: 11/11/1991

CERCLIS-NFRAP Assess History

Action: ARCHIVE SITE
Priority Level:
Date Started:
Date Completed: 11/11/1991

Site: STRATTON ENERGY ASSOCIATES
100 CLINTON SQUARE, 7(f) SYRACUSE NY 13202

HIST MLTS

Docket: 3030855
License No: 18-28290-01

Site: I-81 South SALINA NY

HMIRS

Report No: E-2006040185
NRC No: 795351
Date of Incident: 10/22/2005
Time of Incident: 0500
Fed DOT Agency Name:
Report Type:
Fd DOT Rep No:
Incident Cnty: ONANDAGA
Incident Occrrnce:

Description of Events: A specification cargo tank 1 000 gallons or greater containing any hazardous materials that (1) received structural damage to the lading retention system or damage that requires repair to a system int
Tractor with empty propane tanker trailer southbound on I-81 when driver lost control causing vehicle to drive onto soft shoulder. Driver in an attempt to gain control but overturned tractor and propane trailer onto I-81 southbound. Tractor caught fire and police called and dispatched to scene. No release of product from empty trailer. No packaging failure as a result of crash.
Recom Actions Taken: Driver employment terminated as a result of investigative findings. Increased fatigue issues education and added component of training in regards to night shifted drivers. Discussed operational alternatives to start time of delivery

schedule to address cumulative fatigue/sleep deprivation issues.

Carrier Information

--
Name: CANADA CARTAGE SYSTEM
Street Name: 1115 CARDIFF BOULEVARD
City: MISSISSAUGA
State:
Postal Code: N/A
Non US State: ON
Country: CANADA
Fed Dot ID: 0
Hazmat Reg ID: 060905010018N
Mode of Transportation: Highway
Transportation Phase: IN TRANSIT
--

Contact Information

--
Name: TONY PALMERIO
Title: SAFETY SUPERVISOR
Business Name: Canada Cartage System
Street: 1115 Cardiff Blvd.
City: Mississauga
State: ZZ
Postal Code: L5S1L8
Non US State:
Country: CA
--

Detail Information

--
Commodity Name: LIQUEFIED PETROLEUM GAS
Technical Trade Name:
Identification Number: UN1075
Hazardous Class Code: 2.1
Hazardous Class: FLAMMABLE GAS
Quantity Released: 0
Unit of Measure:
Hazmat Waste Indicator: No
Hazmat Waste EPA Number:
HMIS Toxic by Inhalation Ind: No
TIH Hazard Zone:
Failure Cause Description:
Spillage Result Ind: No
Fire Result Ind: Yes
Explosion Result Ind: No
Water Sewer Result Ind: No
Gas Dispersion Result Ind: No
Environ Damage Result: No
No Release Result Ind: No
Fire EMS Report Ind: No
Fire EMS Report No:
Police Report Ind: Yes
Police Report No: 05-427702
In House Cleanup Ind: No
Other Cleanup Ind: No
Damage More Than 500: Yes
Property Damage: 0
Remediation Cleanup Cost: 0
Total Hazmat Fatalities: 0
Total Hazmat Injuries: 0
Total Evacuated: 0
--

Site: ST MARYS CEMETARY
GENESEE ST DEWITT NY

LEAKING TANKS

Site ID: 139637
Spill NO: 9911187
SWIS Code: 3426
DER Fac ID: 119298

DECREG: 7
Lead DEC: CFMANNES
Contr Factor: Tank Failure
Source: Institutional, Educational, Gov., Other

Program Type: ER
UST Trust: Yes
Class: C3
Spill Date: 1999-12-22 09:30:00
Close Date: 1999-12-31 00:00:00
Update Date: 2000-01-18 00:00:00
CAC Date:
Create Date: 1999-12-22 00:00:00
Received Date: 1999-12-22 10:59:00
Latitude:
Longitude:
Caller Remark:

Penalty: No
CID: 388
Meets Std: No
Water Body:
Rem Phase: 0
Refer to:
Reported By: Responsible Party
After Hours: No
County: Onondaga
Inspection Date: 1999-12-22 00:00:00

DEC Remark:

Spiller Information

-- --
Spiller Name: CALLER
Spiller Company: CATHOLIC CEMETARYS
Spiller Address: 2315 SO AVE
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip: 13207-
Spiller Country: 001
Contact Name: MATT BUELL
Contact Phone: (315) 475-4639
Contact Ext.:
-- --

Site: NIMO COMPLEX
NIMO COMPLEX WATER STREET SYRACUSE NY

LEAKING TANKS

Site ID: 149633
Spill NO: 9301729
SWIS Code: 3415
DER Fac ID: 127256
Program Type: ER
UST Trust: No
Class: D3
Spill Date: 1993-05-06 13:00:00
Close Date: 1993-12-31 00:00:00
Update Date: 1995-01-09 00:00:00
CAC Date: 1993-12-31 00:00:00
Create Date: 1993-05-11 00:00:00
Received Date: 1993-05-06 14:28:00
Latitude:
Longitude:
Caller Remark:

DECREG: 7
Lead DEC: CFMANNES
Contr Factor: Tank Failure
Source: Commercial/Industrial
Penalty: No
CID:
Meets Std: No
Water Body:
Rem Phase: 0
Refer to:
Reported By: Affected Persons
After Hours: No
County: Onondaga
Inspection Date:

DEC Remark:

Spiller Information

-- --
Spiller Name:
Spiller Company: NIMO
Spiller Address: ERIE BLVD W.
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip: 13204
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:
-- --

Material Information

-- --
Site ID: 149633
Spill Number: 9301729
OP Unit ID: 980183

OU: 01
Material ID: 398895
Material Code: 0001A
Material NA: #2 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: Yes
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 -- --

Site: NYS ARMORY
 NYS ARMORY W JEFFERSON ST SYRACUSE NY

LEAKING TANKS

Site ID: 209896	DECREG: 7
Spill NO: 8710856	Lead DEC: HDWARNER
SWIS Code: 3415	Contr Factor: Tank Test Failure
DER Fac ID: 173993	Source: Institutional, Educational, Gov., Other
Program Type: ER	Penalty: No
UST Trust: No	CID:
Class:	Meets Std: Yes
Spill Date: 1988-03-28 16:38:00	Water Body:
Close Date: 1989-06-28 00:00:00	Rem Phase: 0
Update Date: 1995-01-03 00:00:00	Refer to:
CAC Date: 1989-06-28 00:00:00	Reported By: Tank Tester
Create Date: 1988-04-06 00:00:00	After Hours: Yes
Received Date: 1988-03-28 19:15:00	County: Onondaga
Latitude:	Inspection Date:
Longitude:	
Caller Remark:	

DEC Remark:

Spiller Information

-- --
Spiller Name:
Spiller Company: MACK CANDIGE
Spiller Address: 236 W. JEFFERSON ST
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:
 -- --

Material Information

-- --
Site ID: 209896
Spill Number: 8710856
OP Unit ID: 915611
OU: 01
Material ID: 462606
Material Code: 0001A
Material NA: #2 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity: .00

Units:
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: Yes
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 --

Site: P&C
 P&C FOOD MARKET GEDDES NY

LEAKING TANKS

Site ID: 239990
Spill NO: 9314952
SWIS Code: 3432
DER Fac ID: 197408
Program Type: ER
UST Trust: Yes
Class: C3
Spill Date: 1994-03-14 09:30:00
Close Date: 1994-12-21 00:00:00
Update Date: 1994-12-22 00:00:00
CAC Date: 1994-06-01 00:00:00
Create Date: 1994-04-04 00:00:00
Received Date: 1994-03-14 09:30:00
Latitude:
Longitude:
Caller Remark:

DECREG: 7
Lead DEC: DAOUST
Contr Factor: Tank Failure
Source: Commercial/Industrial
Penalty: No
CID:
Meets Std: Yes
Water Body:
Rem Phase: 0
Refer to:
Reported By: Other
After Hours: No
County: Onondaga
Inspection Date: 1994-03-14 00:00:00

DEC Remark:

Spiller Information

--
Spiller Name:
Spiller Company: P&C FOOD MARKET
Spiller Address: STATE FAIR BLVD
Spiller City: LIVERPOOL
Spiller State: NY
Spiller Zip: 13209
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

--
Site ID: 239990
Spill Number: 9314952
OP Unit ID: 993235
OU: 01
Material ID: 386726
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No

Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate: No
-- --

Site: K MART
ERIE BOULEVARD EAST SYRACUSE DEWITT NY

LEAKING TANKS

Site ID:	200883	DECREG:	7
Spill NO:	9414895	Lead DEC:	HDWARNER
SWIS Code:	3400	Contr Factor:	Tank Overfill
DER Fac ID:	167148	Source:	Commercial Vehicle
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	
Class:	C3	Meets Std:	No
Spill Date:	1995-02-10 16:25:00	Water Body:	
Close Date:	1996-08-07 00:00:00	Rem Phase:	0
Update Date:	1996-08-07 00:00:00	Refer to:	
CAC Date:		Reported By:	Citizen
Create Date:	1995-02-16 00:00:00	After Hours:	No
Received Date:	1995-02-10 16:28:00	County:	Onondaga
Latitude:		Inspection Date:	
Longitude:			
Caller Remark:			

DEC Remark:

Spiller Information

-- --
Spiller Name:
Spiller Company: K MART
Spiller Address: ERIE BLVD. EAST
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

-- --
Site ID: 200883
Spill Number: 9414895
OP Unit ID: 1008352
OU: 01
Material ID: 373618
Material Code: 0001A
Material NA: #2 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: L
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: NORTHBOUND, EAST ADAMS ST
I-81 SYRACUSE NY

NY SPILLS

Site ID: 452095
Spill NO: 1104486
Spill Date: 2011-07-22 23:47:00
Close Date: 2011-07-22 00:00:00
Create Date: 2011-07-22 00:17:00
Update Date: 2011-07-22 10:38:08.790000000
Program Type: ER
DER Facility ID: 406690
Cont Factor: Traffic Accident
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: menash
Reported By: Local Agency
Referred to:
CAC Date:
Source: Passenger Vehicle
Class: C3
Rcvd Date: 2011-07-22 00:14:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

"Traffic accident resulted in a 15-20 gallon spill. Spill is contained to the street. Hazmat is on the scene and requesting Spills assistance."

Decremark:

"Syracuse FD did clean up. Spill Closed. No further clean up required."

Spiller Information

-- --
Spiller Name:
Spiller Company:
Spiller Address:
Spiller City:
Spiller State:
Spiller Zip:
Spiller Country:
Contact Name: JASON MALLORE
Contact Phone: (315) 435-8886
Contact Ext.:

Material Information

-- --
Site ID: 452095
Spill Number: 1104486
OP Unit ID: 1202272
OU: 01
Material ID: 2198842
Material Code: 0009
Material NA: gasoline
CAS NO:
Mat Family: Petroleum
Quantity: 20.00
Units: G
Recovered:
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: SCHAEFFER TRUCKING INC.
I-81 SALINA NY

NY SPILLS

Site ID: 116696
Spill NO: 8403030
Spill Date: 1985-02-08 06:30:00
Close Date: 1985-05-31 00:00:00
Create Date: 1987-07-02 00:00:00
Update Date: 1989-02-23 00:00:00
Program Type: ER
DER Facility ID: 101520
Cont Factor: Traffic Accident
UST Trust: No
Penalty: No
SWIS Code: 3448
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: AJMARSCH
Reported By: Fire Department
Referred to:
CAC Date: 1985-05-31 00:00:00
Source: Commercial Vehicle
Class:
Rcvd Date: 1985-02-08 08:00:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

Spiller Name:
Spiller Company: SCHAEFFER TRUCKING INC.
Spiller Address: 12928 WHITTRAM AVE.
Spiller City: ETIWANDA
Spiller State: CA
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

Site ID: 116696
Spill Number: 8403030
OP Unit ID: 895847
OU: 01
Material ID: 482278
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: 100.00
Units: G
Recovered: 100.00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

Site: INTERSTATE 690 EASTBOUND
 I-690 EASTBOUND TEAL-MIDL SYRACUSE NY

NY SPILLS

Site ID: 151752
Spill NO: 9302391
Spill Date: 1993-05-20 17:52:00
Close Date: 1993-05-20 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00

Water Body:
REM Phase: 0
Lead DEC: CFMANNES
Reported By: Local Agency
Referred to:
CAC Date: 1993-05-20 00:00:00

Program Type: ER
DER Facility ID: 128897
Cont Factor: Unknown
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Source: Unknown
Class: D6
Rcvd Date: 1993-05-20 17:56:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: UNK
Spiller Address:
Spiller City: ***UPDATE***
Spiller State: ZZ
Spiller Zip:
Spiller Country: 999
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

--
Site ID: 151752
Spill Number: 9302391
OP Unit ID: 984405
OU: 01
Material ID: 399514
Material Code: 0016A
Material NA: non PCB oil
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: **PILOT TRUCK STOP**
I-81 AND EXIT 25 SYRACUSE NY

[NY SPILLS](#)

Site ID: 246247
Spill NO: 9515852
Spill Date: 1996-03-06 06:20:00
Close Date: 1997-12-15 00:00:00
Create Date: 1996-03-11 00:00:00
Update Date: 1997-12-16 00:00:00
Program Type: ER
DER Facility ID: 202234
Cont Factor: Traffic Accident
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7

Water Body:
REM Phase: 0
Lead DEC: RJBRAZEL
Reported By: Other
Referred to:
CAC Date:
Source: Gasoline Station or other PBS Facility
Class: C3
Rcvd Date: 1996-03-11 18:11:00
Insp Date:
County: Onondaga
Latitude:
Longitude:

CID: 207
Meets Std: No
Callerremark:

After Hours: Yes

Decremark:

Spiller Information

-- --
Spiller Name:
Spiller Company: SITTON MOTOR LINES
Spiller Address:
Spiller City:
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name: DAVID HOWARD
Contact Phone: (405) 282-8510
Contact Ext.:

Material Information

-- --
Site ID: 246247
Spill Number: 9515852
OP Unit ID: 1030508
OU: 01
Material ID: 355965
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: 80.00
Units: G
Recovered: 80.00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: I-690 EAST
I-690 EAST SYRACUSE NY

NY SPILLS

Site ID: 293679
Spill NO: 9204830
Spill Date: 1992-07-28 06:00:00
Close Date: 1992-07-30 00:00:00
Create Date: 1992-07-29 00:00:00
Update Date: 1993-03-23 00:00:00
Program Type: ER
DER Facility ID: 237695
Cont Factor: Traffic Accident
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: MENASH
Reported By: Citizen
Referred to:
CAC Date: 1992-07-30 00:00:00
Source: Commercial Vehicle
Class: C4
Rcvd Date: 1992-07-27 08:00:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: MAINES PAPER, FOOD SVC
Spiller Address:
Spiller City: BINGHAMTON
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

--
Material Information

--
Site ID: 293679
Spill Number: 9204830
OP Unit ID: 968480
OU: 01
Material ID: 409078
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: 25.00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 --

Site: **TEALL OFF RAMP**
I-690 EAST SYRACUSE NY

NY SPILLS

Site ID: 65092
Spill NO: 9606730
Spill Date: 1996-08-26 13:30:00
Close Date: 1996-08-26 00:00:00
Create Date: 1996-08-26 00:00:00
Update Date: 1996-08-27 00:00:00
Program Type: ER
DER Facility ID: 237695
Cont Factor: Unknown
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 312
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: CFMANNES
Reported By: Local Agency
Referred to:
CAC Date:
Source: Unknown
Class: C3
Rcvd Date: 1996-08-26 13:40:00
Insp Date: 1996-08-26 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: UNK
Spiller Address:
Spiller City:
Spiller State: ZZ
Spiller Zip: -

Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:
 --
Material Information
 --
Site ID: 65092
Spill Number: 9606730
OP Unit ID: 1034531
OU: 01
Material ID: 345999
Material Code: 0022
Material NA: waste oil/used oil
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 --

Site: I-690 EAST & TEALL AVE
 I-690 SYRACUSE NY

NY SPILLS

Site ID: 451625	Water Body:
Spill NO: 1104040	REM Phase: 0
Spill Date: 2011-07-12 14:49:00	Lead DEC: menash
Close Date: 2011-07-12 00:00:00	Reported By: Fire Department
Create Date: 2011-07-12 15:03:00	Referred to:
Update Date: 2011-07-12 15:19:50.543000000	CAC Date:
Program Type: ER	Source: Passenger Vehicle
DER Facility ID: 406182	Class: C3
Cont Factor: Equipment Failure	Rcvd Date: 2011-07-12 14:59:00
UST Trust: No	Insp Date:
Penalty: No	County: Onondaga
SWIS Code: 3415	Latitude:
DEC Region: 7	Longitude:
CID:	After Hours: No
Meets Std: No	
Callerremark:	

"Gas tank fell off vehicle while travelling. Gas spilled onto blacktop and shoulder. FD contained & cleanup started by HazMat fire company."

Decremark:

"Called Syracuse FD, no response required."

Spiller Information

--
Spiller Name: SYRACUSE FIRE CHIEF
Spiller Company: PASSENGER
Spiller Address: I-690
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: SYRACUSE FIRE CHIEF
Contact Phone: (315) 473-5525

Contact Ext.:
 --
Material Information
 --
Site ID: 451625
Spill Number: 1104040
OP Unit ID: 1201812
OU: 01
Material ID: 2198373
Material Code: 0009
Material NA: gasoline
CAS NO:
Mat Family: Petroleum
Quantity: 15.00
Units: G
Recovered:
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 --

Site: EB MP 1.8, EAST OF EXIT 3
 I-690 SYRACUSE NY

NY SPILLS

Site ID: 517536	Water Body:
Spill NO: 1508942	REM Phase: 0
Spill Date: 2015-12-02 03:00:00	Lead DEC: SMFITZGE
Close Date: 2015-12-02 00:00:00	Reported By: Other
Create Date: 2015-12-02 04:27:00	Referred to:
Update Date: 2015-12-02 10:45:22.137000000	CAC Date:
Program Type: ER	Source: Commercial Vehicle
DER Facility ID: 471865	Class: D3
Cont Factor: Traffic Accident	Rcvd Date: 2015-12-02 04:23:00
UST Trust: No	Insp Date:
Penalty:	County: Onondaga
SWIS Code: 3448	Latitude:
DEC Region: 7	Longitude:
CID:	After Hours: Yes
Meets Std: No	
Callerremark:	

"tractor trailer jack knifed, split saddled tanks. Contained to roadway. fd on scene. cleanup pending"

Decremark:

"Truck driver, DOT and Big Red Towing on site upon arrival. Diesel and motor oil lost to pavement and soil. OpTech hired for cleanup. Approximately 90 gallons of diesel pumped from punctured tank before removal of tractor trailer from site. Remaining fuel absorbed with speedy dry, booms and pads. Contaminated soil removed and drummed for disposal."

Spiller Information

--
Spiller Name: HEATHER DIXON
Spiller Company: CONVENANT TRANSPORT
Spiller Address: I-690
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: HEATHER DIXON
Contact Phone: (440) 349-2700
Contact Ext.: 310
 --

Material Information

-- --
Site ID: 517536
Spill Number: 1508942
OP Unit ID: 1266615
OU: 01
Material ID: 2270571
Material Code: 0015
Material NA: motor oil
CAS NO:
Mat Family: Petroleum
Quantity: 1.00
Units: G
Recovered: .90
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

Material Information

-- --
Site ID: 517536
Spill Number: 1508942
OP Unit ID: 1266615
OU: 01
Material ID: 2270560
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: 10.00
Units: G
Recovered: 9.50
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

Site: NORTH BOUND ROUTE 81
 I-690 INTERCHANGE 690 INTERCHANGE SYRACUSE NY

NY SPILLS

Site ID: 265126
Spill NO: 0100767
Spill Date: 2001-04-20 10:10:00
Close Date: 2001-08-08 00:00:00
Create Date: 2001-04-20 00:00:00
Update Date: 2002-05-20 00:00:00
Program Type: ER
DER Facility ID: 216030
Cont Factor: Traffic Accident
UST Trust: No
Penalty: Yes
SWIS Code: 3415
DEC Region: 7
CID: 403

Water Body:
REM Phase: 0
Lead DEC: MENASH
Reported By: Fire Department
Referred to:
CAC Date:
Source: Commercial Vehicle
Class: C4
Rcvd Date: 2001-04-20 10:32:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Meets Std: No
Callerremark:

Decremark:

Spiller Information

-- --
Spiller Name: UNKNOWN
Spiller Company: UNKNOWN
Spiller Address:
Spiller City: ***UPDATE***
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: JOANNE CROOK
Contact Phone: (315) 435-8881
Contact Ext.:

Material Information

-- --
Site ID: 265126
Spill Number: 0100767
OP Unit ID: 839616
OU: 01
Material ID: 536477
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: Yes
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: ROADWAY
I 690 W RAMP TO I 81 S SYRACUSE NY 13202

NY SPILLS

Site ID: 426137
Spill NO: 0913205
Spill Date: 2010-03-17 07:29:00
Close Date: 2010-03-17 00:00:00
Create Date: 2010-03-17 07:35:00
Update Date: 2010-03-17 08:26:38.300000000
Program Type: ER
DER Facility ID: 375008
Cont Factor: Traffic Accident
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: RJBRAZEL
Reported By: Other
Referred to:
CAC Date: 2010-03-17 00:00:00
Source: Commercial Vehicle
Class: E1
Rcvd Date: 2010-03-17 07:28:00
Insp Date: 2010-03-17 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

"spill to roadway loss of product (Ice Packs) FD and PD on site"

Decremark:

"Truck carrying nontoxic ice packs struck guiderail and rolled over. Several hundred ice packs spilled to roadway. Per FD ice packs were

nonhazardous, most picked up, and roadway reopened prior to spills arrival."

Spiller Information

-- --
Spiller Name:
Spiller Company: unknown
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: JOANN CROOK
Contact Phone:
Contact Ext.:

Material Information

-- --
Site ID: 426137
Spill Number: 0913205
OP Unit ID: 1181829
OU: 01
Material ID: 2175959
Material Code: 0064A
Material NA: unknown material
CAS NO:
Mat Family: Other
Quantity: 200.00
Units: L
Recovered: 200.00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: Yes
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: I-81 NORTH
81.25 MM I-81 SYRACUSE NY

NY SPILLS

Site ID:	481183	Water Body:	
Spill NO:	1300833	REM Phase:	0
Spill Date:	2013-04-24 16:24:00	Lead DEC:	cxrossi
Close Date:	2013-11-20 00:00:00	Reported By:	Fire Department
Create Date:	2013-04-24 17:02:00	Referred to:	
Update Date:	2013-11-20 11:16:47.157000000	CAC Date:	2013-09-19 00:00:00
Program Type:	ER	Source:	Commercial Vehicle
DER Facility ID:	436468	Class:	B2
Cont Factor:	Traffic Accident	Rcvd Date:	2013-04-24 17:00:00
UST Trust:	No	Insp Date:	2013-04-24 00:00:00
Penalty:	Yes	County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:		After Hours:	No
Meets Std:	Yes		
Callerremark:			

"Tractor trailer ripped through guard rails hitting rock wall and breaching saddle tanks. FD on scene requesting callback and response."

Decremark:

"Liscence Plate: 17559-PC Name: R L JOHNSON INC Physical Address: 3047 GREIG STREET NEWARK, NY 14537 Phone: (315) 597-5102 Mailing Address: 181BUDD ROAD NEWARK, NY 14513 USDOT Number: 2149534 State Carrier ID Number: MC/MX/FF Number(s): MC-747514 Power Units: 22 Drivers: 17 MCS-150 Form Date: 05/07/2012 MCS-150 Mileage (Year): 1 (2011) Spoke with company owner Roger (Chip) Johnson 4/24 and advised responsible for clean up and costs. He did not hire contractor so DEC hired Op TEch who contained petroleum,

additional lane closure needed to dig out contaminated soil. ISR completed 11/20/13 ~ctr~"

Spiller Information

--
Spiller Name: ROGER(CHIP)JOHNSON
Spiller Company: RL JOHNSON INC
Spiller Address: 181BUDD ROAD
Spiller City: NEWARK
Spiller State: NY
Spiller Zip: 14513
Spiller Country: 999
Contact Name: SYRACUSE FIRE DEPT
Contact Phone: (315) 435-8884
Contact Ext.:

Material Information

--
Site ID: 481183
Spill Number: 1300833
OP Unit ID: 1230960
OU: 01
Material ID: 2229662
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: 40.00
Units: G
Recovered: 40.00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: OVERPASS
I-690 WEST 690 WEST SYRACUSE NY

NY SPILLS

Site ID: 382092
Spill NO: 0702400
Spill Date: 2007-05-29 08:07:00
Close Date: 2007-06-05 00:00:00
Create Date: 2007-05-29 11:24:00
Update Date: 2007-06-05 13:37:01.497000000
Program Type: ER
DER Facility ID: 183571
Cont Factor: Other
UST Trust:
Penalty:
SWIS Code: 3415
DEC Region: 7
CID: 444
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: MJROMOCK
Reported By: Citizen
Referred to:
CAC Date:
Source: Institutional, Educational, Gov., Other
Class: C3
Rcvd Date: 2007-05-29 08:07:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours:

"CALLER SAYS THAT SOMEONE DROPPED A PUMP ONH STREET AND WHAT EVE R IS IN IT IS LEAKING OUT..."

Decremark:

"5/29/07 - Drove the length of 690 west. Could not find the pump that was reported to be on the road. Closing file."

Spiller Information

--
Spiller Name: ANNYMOUS
Spiller Company: OVERPASS
Spiller Address: 690 WEST
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: ANNYMOUS
Contact Phone: () -
Contact Ext.:

--
Material Information

--
Site ID: 382092
Spill Number: 0702400
OP Unit ID: 1139505
OU: 01
Material ID: 2129545
Material Code: 0064A
Material NA: unknown material
CAS NO:
Mat Family: Other
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

--
Material Information

--
Site ID: 382092
Spill Number: 0702400
OP Unit ID: 1139505
OU: 01
Material ID: 2129544
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

Site: RT 690 WEST
I-690 WEST 690 WEST SYRACUSE NY

NY SPILLS

Site ID: 221946
Spill NO: 9400952

Water Body:
REM Phase: 0

Spill Date: 1994-04-20 09:30:00
Close Date: 1994-04-22 00:00:00
Create Date: 1994-04-22 00:00:00
Update Date: 1994-08-19 00:00:00
Program Type: ER
DER Facility ID: 183571
Cont Factor: Traffic Accident
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Lead DEC: MENASH
Reported By: Responsible Party
Referred to:
CAC Date: 1994-04-22 00:00:00
Source: Commercial Vehicle
Class: C4
Rcvd Date: 1994-04-20 09:49:00
Insp Date:
County: Onondaga
Latitude: 43.043602000
Longitude: -76.158297000
After Hours: No

Decremark:

Spiller Information

-- --
Spiller Name:
Spiller Company: CLARKS PETROLEUM
Spiller Address: BOX 802
Spiller City: CANASTOTA
Spiller State: NY
Spiller Zip: 13032
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

-- --
Site ID: 221946
Spill Number: 9400952
OP Unit ID: 994675
OU: 01
Material ID: 384726
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: 30.00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: Lodi AND
SALINA ST'S SYRACUSE NY

NY SPILLS

Site ID: 162848
Spill NO: 0304226
Spill Date: 2003-07-22 08:16:00
Close Date: 2003-07-23 00:00:00
Create Date: 2003-07-22 00:00:00
Update Date: 2003-07-23 00:00:00
Program Type: ER
DER Facility ID: 137368
Cont Factor: Traffic Accident

Water Body:
REM Phase: 0
Lead DEC: CFMANNES
Reported By: Responsible Party
Referred to:
CAC Date:
Source: Commercial Vehicle
Class: C3
Rcvd Date: 2003-07-22 11:02:00

UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 199
Meets Std: No
Callerremark:

Insp Date: 2003-07-22 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company:
Spiller Address:
Spiller City: ***Update***
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name: JOHN MCCOY
Contact Phone: (315) 460-2421
Contact Ext.:
--

Material Information

--
Site ID: 162848
Spill Number: 0304226
OP Unit ID: 872484
OU: 01
Material ID: 505083
Material Code: 0020A
Material NA: transformer oil
CAS NO:
Mat Family: Petroleum
Quantity: 4.00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: S. SALINA (SEALER CONS.)
S. SALINA ST. (VALLEY PLAZ SYRACUSE NY

NY SPILLS

Site ID: 304388
Spill NO: 8706834
Spill Date: 1987-11-11 16:00:00
Close Date: 1987-11-12 00:00:00
Create Date: 1987-12-01 00:00:00
Update Date: 1995-06-02 00:00:00
Program Type: ER
DER Facility ID: 245898
Cont Factor: Other
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: HDWARNER
Reported By: Responsible Party
Referred to:
CAC Date: 1987-11-12 00:00:00
Source: Commercial/Industrial
Class:
Rcvd Date: 1987-11-11 16:50:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

-- --
Spiller Name:
Spiller Company: SEALER CONSTR.
Spiller Address:
Spiller City:
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

-- --
Site ID: 304388
Spill Number: 8706834
OP Unit ID: 910715
OU: 01
Material ID: 465827
Material Code: 0001A
Material NA: #2 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity: 50.00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: ON ROADWAY
NORTH SALINA STREET SYRACUSE NY

NY SPILLS

Site ID: 378373
Spill NO: 0613361
Spill Date: 2007-03-13 11:46:00
Close Date: 2009-01-06 00:00:00
Create Date: 2007-03-13 12:19:00
Update Date: 2009-01-06 18:37:06.823000000
Program Type: ER
DER Facility ID: 327912
Cont Factor: Other
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 444
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: menash
Reported By: Fire Department
Referred to:
CAC Date: 2007-04-12 00:00:00
Source: Institutional, Educational, Gov., Other
Class: C3
Rcvd Date: 2007-03-13 11:46:00
Insp Date: 2007-03-13 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: No

"CONTAINERS OF THINNERSON ROADWAY SOMEONE POKED A HOLE IN THEM AND IT LEKAED OUT ON ROADWAY AND THEY HAVE THE SUSPECT"

Decremark:

"Syracuse Fire and Police Depts. on scene. DEC BECI and ECO called to investigate. Syracuse PD, DR 07-175734. FD Alarm # 3-751. Contents of cans spilled in front of Assumption Church. Truck stopped in vicinity of Isabella Street and North Salina."

Spiller Information

--
Spiller Name: LT. WIEDEMAN
Spiller Company: ON ROADWAY
Spiller Address: NORTH SALINA STREET
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: LT. WIEDEMAN
Contact Phone: (315) 263-2713
Contact Ext.:

Material Information

--
Site ID: 378373
Spill Number: 0613361
OP Unit ID: 1135880
OU: 01
Material ID: 2125811
Material Code: 0056A
Material NA: paint thinners
CAS NO:
Mat Family: Other
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: CONSTRUCTION SITE
NORTH SALINA RD SYRACUSE NY

NY SPILLS

Site ID: 460794
Spill NO: 1112832
Spill Date: 2012-02-08 13:39:00
Close Date: 2012-02-08 00:00:00
Create Date: 2012-02-08 13:44:00
Update Date: 2012-02-08 16:06:58.777000000
Program Type: ER
DER Facility ID: 415269
Cont Factor: Other
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Water Body: ONONDAGA CREEK
REM Phase: 0
Lead DEC: RJBRAZEL
Reported By: Citizen
Referred to:
CAC Date:
Source: Commercial/Industrial
Class: D3
Rcvd Date: 2012-02-08 13:38:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

"An anonymous caller states a geiser of unknown fluid was seen at the construction site, which discharged into the street and turned the Onondoga Creek. They are attempting to clean it up, but the area is affected. The media was informed by caller also."

Decremark:

"WE BELEIEVE THE CALLER IS REPORTING AN INCIDENT THAT OCCURRED ON FEBRUARY 7 AND IS COVERED UNDER SPILL 11-12807"

Spiller Information

--

Spiller Name: UNKNOWN
Spiller Company: CONSTRUCTION SITE
Spiller Address: NORTH SALINA RD
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: UNKNOWN
Contact Phone:
Contact Ext.:

Material Information

Site ID: 460794
Spill Number: 1112832
OP Unit ID: 1210899
OU: 01
Material ID: 2208569
Material Code: 0064A
Material NA: unknown material
CAS NO:
Mat Family: Other
Quantity:
Units:
Recovered:
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

Material Information

Site ID: 460794
Spill Number: 1112832
OP Unit ID: 1210899
OU: 01
Material ID: 2208570
Material Code: 0064A
Material NA: unknown material
CAS NO:
Mat Family: Other
Quantity:
Units:
Recovered:
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

Site: ROADWAY
I-81 SOUTH AT S. SALINA ST EXIT SYRACUSE NY

NY SPILLS

Site ID: 531187
Spill NO: 1604673
Spill Date: 2016-08-08 17:10:00

Water Body:
REM Phase: 0
Lead DEC: DJLASALL

Close Date: 2016-08-09 00:00:00
Create Date: 2016-08-08 17:16:00
Update Date: 2016-08-09 14:21:07.767000000
Program Type: ER
DER Facility ID: 485248
Cont Factor: Equipment Failure
UST Trust: No
Penalty:
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Reported By: Fire Department
Referred to:
CAC Date:
Source: Commercial Vehicle
Class: D3
Rcvd Date: 2016-08-08 17:12:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

"extent of the spill is being assessed now."

Decremark:

"30 gallon diesel tank fell off unknown vehicle and bounced down the roadway losing its contents prior to coming to rest at off ramp. No recoverable product. NFA"

Spiller Information

-- --
Spiller Name:
Spiller Company: unknown
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: KEVIN SANBORN
Contact Phone: 315-473-5676
Contact Ext.:

Material Information

-- --
Site ID: 531187
Spill Number: 1604673
OP Unit ID: 1279970
OU: 01
Material ID: 2285064
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: 30.00
Units: G
Recovered:
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: Yes
Med Subway: No
Med Utility: No
Oxygenate:
 -- --

Site: RT. 81 & PEARL ST. ACCI.
 RT 81 NORTH & PEARL ST SYRACUSE NY

NY SPILLS

Site ID: 293997
Spill NO: 8706789
Spill Date: 1987-11-01 08:00:00
Close Date: 1987-11-10 00:00:00
Create Date: 1987-12-01 00:00:00
Update Date: 1989-02-08 00:00:00

Water Body:
REM Phase: 0
Lead DEC: CSCUIPLY
Reported By: Police Department
Referred to:
CAC Date: 1987-11-10 00:00:00

Program Type: ER
DER Facility ID: 237918
Cont Factor: Traffic Accident
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Source: Commercial Vehicle
Class:
Rcvd Date: 1987-11-10 09:00:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: GLINC TRUCKING
Spiller Address: 87 WEST STAR
Spiller City: ST. LOUIS DETERRE, QUEBEC
Spiller State: NN
Spiller Zip:
Spiller Country: 039
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

--
Site ID: 293997
Spill Number: 8706789
OP Unit ID: 910510
OU: 01
Material ID: 465785
Material Code: 0022
Material NA: waste oil/used oil
CAS NO:
Mat Family: Petroleum
Quantity: 30.00
Units: G
Recovered: 30.00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: NORTH LOWELL STREET AND
WEST GENESEE STREET SYRACUSE NY

NY SPILLS

Site ID: 146109
Spill NO: 9509629
Spill Date: 1995-11-03 08:30:00
Close Date: 1995-11-03 00:00:00
Create Date: 1995-11-03 00:00:00
Update Date: 1996-01-13 00:00:00
Program Type: ER
DER Facility ID: 124441
Cont Factor: Traffic Accident
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7

Water Body:
REM Phase: 0
Lead DEC: BFMATTHE
Reported By: Local Agency
Referred to:
CAC Date:
Source: Commercial Vehicle
Class: C4
Rcvd Date: 1995-11-03 11:05:00
Insp Date:
County: Onondaga
Latitude:
Longitude:

CID: 216
Meets Std: No
Callerremark:

After Hours: No

Decremark:

Spiller Information

-- --
Spiller Name:
Spiller Company: UNKNOWN POS TRASH HAULER
Spiller Address:
Spiller City:
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name: JOHN EGAN
Contact Phone: (315) 460-2421
Contact Ext.:

Material Information

-- --
Site ID: 146109
Spill Number: 9509629
OP Unit ID: 1020117
OU: 01
Material ID: 360571
Material Code: 0016A
Material NA: non PCB oil
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: Yes
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: I/F/O FAIRMOUNT FAIR SHOPPING
WEST GENESEE ST SYRACUSE NY

NY SPILLS

Site ID: 481697
Spill NO: 1301318
Spill Date: 2013-05-08 13:50:00
Close Date: 2013-05-09 00:00:00
Create Date: 2013-05-08 13:55:00
Update Date: 2013-05-09 13:39:05.647000000
Program Type: ER
DER Facility ID: 436949
Cont Factor: Unknown
UST Trust: No
Penalty:
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: DJLASALL
Reported By: Other
Referred to:
CAC Date:
Source: Unknown
Class: D4
Rcvd Date: 2013-05-08 13:53:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

"sheen on road - no cleanup noted - goes from shopping center down road toward the city"

Decremark:

"site visit by DL. nothing noted on roadway."

Spiller Information

--
Spiller Name:
Spiller Company: unknown
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: MAGGIE MANETTO
Contact Phone: (315) 952-1773
Contact Ext.:

Material Information

--
Site ID: 481697
Spill Number: 1301318
OP Unit ID: 1231459
OU: 01
Material ID: 2230213
Material Code: 0009
Material NA: gasoline
CAS NO:
Mat Family: Petroleum
Quantity:
Units:
Recovered:
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: Yes
Med DW: No
Med Sewer: No
Med Surf: Yes
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: HARRY L. COOK CLEANERS
W. GENESEE ST (WESTVALE) GEDDES NY

NY SPILLS

Site ID: 60823
Spill NO: 8808906
Spill Date: 1989-02-15 10:00:00
Close Date: 1989-03-22 00:00:00
Create Date: 1989-03-08 00:00:00
Update Date: 1989-03-22 00:00:00
Program Type: ER
DER Facility ID: 59309
Cont Factor: Equipment Failure
UST Trust: No
Penalty: No
SWIS Code: 3432
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: AJMARSCH
Reported By: Fire Department
Referred to:
CAC Date: 1989-03-20 00:00:00
Source: Commercial/Industrial
Class:
Rcvd Date: 1989-02-15 10:25:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: HARRY L. COOK DRY CLEANER
Spiller Address: W. GENESEE ST.

Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

Site ID: 60823
Spill Number: 8808906
OP Unit ID: 924802
OU: 01
Material ID: 453665
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: 15.00
Units: G
Recovered: .00
Med Soil: No
Med Air: Yes
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: W. GENESEE SCHOOL
W. GENESEE STREET SYRACUSE (FAIRMOUNT) NY

[NY SPILLS](#)

Site ID: 78742
Spill NO: 8702161
Spill Date: 1987-06-16 10:00:00
Close Date: 1989-01-13 00:00:00
Create Date: 1987-09-29 00:00:00
Update Date: 1989-01-13 00:00:00
Program Type: ER
DER Facility ID: 73253
Cont Factor: Human Error
UST Trust: No
Penalty: No
SWIS Code: 3400
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: AJMARSCH
Reported By: Responsible Party
Referred to:
CAC Date: 1989-01-13 00:00:00
Source: Institutional, Educational, Gov., Other
Class:
Rcvd Date: 1987-06-16 12:00:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

Spiller Name:
Spiller Company: W. GENESEE SCHOOL
Spiller Address: W. GENESEE ST.
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

--
Material Information
 --
Site ID: 78742
Spill Number: 8702161
OP Unit ID: 908725
OU: 01
Material ID: 468474
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: 1.00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 --

Site: SEARS OIL
 W GENESEE ST GEDDES NY

NY SPILLS

Site ID: 164230
Spill NO: 8907109
Spill Date: 1989-10-11 17:15:00
Close Date: 1989-10-15 00:00:00
Create Date: 1989-11-08 00:00:00
Update Date: 1990-01-12 00:00:00
Program Type: ER
DER Facility ID: 138485
Cont Factor: Deliberate
UST Trust: Yes
Penalty: No
SWIS Code: 3432
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: VOLLMER
Reported By: DEC
Referred to:
CAC Date: 1989-10-15 00:00:00
Source: Gasoline Station or other PBS Facility
Class:
Rcvd Date: 1989-10-11 17:15:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: SEARS OIL
Spiller Address:
Spiller City:
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:
 --

Material Information

--
Site ID: 164230
Spill Number: 8907109
OP Unit ID: 934846
OU: 01

Material ID: 443906
Material Code: 0009
Material NA: gasoline
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: Yes
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 -- --

Site: FRANKIN SQUARE
 FRANKLIN SQUARE SYRACUSE NY

NY SPILLS

Site ID: 353843	Water Body: ONONDAGA CREEK
Spill NO: 0508293	REM Phase: 0
Spill Date: 2005-10-11 21:15:00	Lead DEC: CXROSSI
Close Date: 2005-10-12 00:00:00	Reported By: Citizen
Create Date: 2005-10-12 09:03:00	Referred to:
Update Date: 2005-10-12 11:06:00.590000000	CAC Date:
Program Type: ER	Source: Unknown
DER Facility ID: 301177	Class: D6
Cont Factor: Unknown	Rcvd Date: 2005-10-11 21:21:00
UST Trust:	Insp Date:
Penalty:	County: Onondaga
SWIS Code: 3415	Latitude:
DEC Region: 7	Longitude:
CID: 71	After Hours: Yes
Meets Std: Yes	
Callerremark:	

"caller lives along the banks of the creek and says there is a strong odor of some kind of petroleum coming from the creek."

Decremark:

"Inspecton revealed no odor except the smell of sewage from Syrcuse CSOs."

Spiller Information

-- --
Spiller Name: ANDREW SWIECK
Spiller Company: ONONDOGA CREEK
Spiller Address: FRANKLIN SQUARE
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip: 13204
Spiller Country: 001
Contact Name: ANDREW SWIECK
Contact Phone: (315) 423-0242
Contact Ext.:
 -- --

Material Information

-- --
Site ID: 353843
Spill Number: 0508293
OP Unit ID: 1111292
OU: 01
Material ID: 2101332
Material Code: 0066A
Material NA: unknown petroleum

CAS NO:
Mat Family: Petroleum
Quantity:
Units: G
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: Yes
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 --

Site: LIQUOR SQUARE
 LIQUOR SQUARE ERIE BLVD SYRACUSE NY

NY SPILLS

Site ID:	113766	Water Body:	
Spill NO:	8607383	REM Phase:	0
Spill Date:	1987-01-30 12:00:00	Lead DEC:	UNASSIGNED
Close Date:	1987-08-11 00:00:00	Reported By:	Citizen
Create Date:	1987-03-05 00:00:00	Referred to:	
Update Date:	1984-06-04 00:00:00	CAC Date:	1987-08-11 00:00:00
Program Type:	ER	Source:	Commercial/Industrial
DER Facility ID:	99253	Class:	
Cont Factor:	Abandoned Drums	Rcvd Date:	1987-01-30 12:00:00
UST Trust:	No	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:		After Hours:	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: HARTMAN CONSTRUCTION
Spiller Address: ERIE BLVD.
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:
 --

Material Information

--
Site ID: 113766
Spill Number: 8607383
OP Unit ID: 905145
OU: 01
Material ID: 554954
Material Code: 0022
Material NA: waste oil/used oil
CAS NO:
Mat Family: Petroleum
Quantity: 15.00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No

Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate: No
-- --

Site: URINE SAMPLE SPILL
 ERIE BOULVARD WEST AT NOR SYRACUSE NY

NY SPILLS

Site ID:	348113	Water Body:	
Spill NO:	0503487	REM Phase:	0
Spill Date:	2005-06-22 16:45:00	Lead DEC:	KCKemp
Close Date:	2005-06-27 00:00:00	Reported By:	Other
Create Date:	2005-06-22 17:25:00	Referred to:	
Update Date:	2005-06-27 15:27:55.153000000	CAC Date:	2005-06-27 00:00:00
Program Type:	ER	Source:	Unknown
DER Facility ID:	294458	Class:	D6
Cont Factor:	Unknown	Rcvd Date:	2005-06-22 16:58:00
UST Trust:	No	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:	408	After Hours:	Yes
Meets Std:	Yes		
Callerremark:			

"PRODUCT IS MEDICAL WASTE IN THE ROADWAY SPILLED OUT FROM BOX. FIRE DEPARTMENT IS ON SCENE."

Decremark:

"Syr FD reponded to urine samples that fell from a courier vehicle - traced samples back to Upstate Hospital. Advised to use gloves, pour samples down toilet, and treat containers as medical waste. "

Spiller Information

Spiller Name: ROB
Spiller Company:
Spiller Address: ERIE BOULVARD WEST AT NOR
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: ROB
Contact Phone: (315) 435-8884
Contact Ext.:

Material Information

Site ID: 348113
Spill Number: 0503487
OP Unit ID: 1105780
OU: 01
Material ID: 1558491
Material Code: 0063A
Material NA: unknown hazardous material
CAS NO:
Mat Family: Hazardous Material
Quantity:
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No

Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate: No
-- --

Site: HESS ERIE BLVD E @ STATE
ERIE BOULVARD EAST AT STA SYRACUSE NY

NY SPILLS

Site ID:	348117	Water Body:	
Spill NO:	0503491	REM Phase:	0
Spill Date:	2005-06-22 16:15:00	Lead DEC:	KCKemp
Close Date:	2005-06-27 00:00:00	Reported By:	Fire Department
Create Date:	2005-06-22 18:07:00	Referred to:	
Update Date:	2005-06-27 15:23:32.153000000	CAC Date:	2005-06-27 00:00:00
Program Type:	ER	Source:	Commercial Vehicle
DER Facility ID:	294462	Class:	B4
Cont Factor:	Equipment Failure	Rcvd Date:	2005-06-22 17:55:00
UST Trust:	No	Insp Date:	2005-06-23 00:00:00
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:	408	After Hours:	Yes
Meets Std:	Yes		
Callerremark:			

"HAS BEEN CLEANED UP. DUE TO A RUSTED FUEL TANK ON VEHICLE."

Decremark:

"Car with Leaking gas tank controlled by Hess employees and Syracuse FD Spill No. 0503483 is duplicate of this spill. Spiller is Mary Foote, 901 North Townsend, Syracuse NY 13208"

Spiller Information

-- --
Spiller Name:
Spiller Company: MARY FOOTE
Spiller Address: 901 NORTH TOWNSEND STREET
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip: 13208
Spiller Country: 001
Contact Name: PAUL WIEDEMAN
Contact Phone: (315) 473-5676
Contact Ext.:

Material Information

-- --
Site ID: 348117
Spill Number: 0503491
OP Unit ID: 1105784
OU: 01
Material ID: 1558495
Material Code: 0009
Material NA: gasoline
CAS NO:
Mat Family: Petroleum
Quantity: 5.00
Units: G
Recovered: 5.00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No

Med Subway: No
Med Utility: No
Oxygenate:
--

Site: NEAR HARBOR BROOK
ERIE BLVD WEST SYRACUSE NY

NY SPILLS

Site ID: 384740
Spill NO: 0750598
Spill Date: 2007-07-10 10:00:00
Close Date: 2009-02-18 00:00:00
Create Date: 2007-07-23 14:58:00
Update Date: 2009-02-18 11:49:37.783000000
Program Type: ER
DER Facility ID: 259295
Cont Factor: Deliberate
UST Trust:
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: menash
Reported By: DEC
Referred to:
CAC Date: 2007-10-09 00:00:00
Source: Unknown
Class: C2
Rcvd Date: 2007-07-10 10:05:00
Insp Date: 2007-07-10 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: No

"Abandoned 5-gal container found along roadside near harbor brook."

Decremark:

"Op-tec recovered and disposed of container."

Spiller Information

--
Spiller Name:
Spiller Company:
Spiller Address:
Spiller City:
Spiller State:
Spiller Zip:
Spiller Country:
Contact Name:
Contact Phone:
Contact Ext.:
--

Material Information

--
Site ID: 384740
Spill Number: 0750598
OP Unit ID: 1142032
OU: 01
Material ID: 2132251
Material Code: 0022
Material NA: waste oil/used oil
CAS NO:
Mat Family: Petroleum
Quantity: 5.00
Units: G
Recovered: 5.00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

Site: **RUSSO AUTOMOTIVE**
ERIE BLVD W RUSSO AUTOMOT SYRACUSE NY

NY SPILLS

Site ID: 327050
Spill NO: 8805535
Spill Date: 1988-09-29 05:10:00
Close Date: 1989-01-13 00:00:00
Create Date: 1988-10-05 00:00:00
Update Date: 1989-01-13 00:00:00
Program Type: ER
DER Facility ID: 263293
Cont Factor: Deliberate
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: AJMARSCH
Reported By: Citizen
Referred to:
CAC Date: 1988-12-08 00:00:00
Source: Commercial/Industrial
Class:
Rcvd Date: 1988-09-30 10:00:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

Spiller Name:
Spiller Company: AUGUST RUSSO
Spiller Address:
Spiller City:
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

Site ID: 327050
Spill Number: 8805535
OP Unit ID: 922516
OU: 01
Material ID: 457438
Material Code: 0022
Material NA: waste oil/used oil
CAS NO:
Mat Family: Petroleum
Quantity: 55.00
Units: G
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: Yes
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

Site: **ON ASPHALT**
WATER STREET SYRACUSE NY 13202

NY SPILLS

Site ID: 373581

Water Body:

Spill NO: 0651554
Spill Date: 2006-10-24 12:15:00
Close Date: 2009-02-18 00:00:00
Create Date: 2006-11-15 10:16:00
Update Date: 2009-02-18 11:55:18.370000000
Program Type: ER
DER Facility ID: 323321
Cont Factor: Equipment Failure
UST Trust:
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

REM Phase: 0
Lead DEC: CFMANNES
Reported By: Other
Referred to:
CAC Date: 2006-10-24 00:00:00
Source: Commercial Vehicle
Class: D2
Rcvd Date: 2006-10-24 13:15:00
Insp Date: 2006-10-14 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: No

"Caller is lead GC for construction of Center of Excellence, observed passenger bus have hydraulic equipment failure. The location is on Water street-adjacent to the construction site-outside of the construction zone. Caller has been working with DEC lead contact regarding construction-spill issues on the COE site. Caller following standard practices for reporting spill (on site or off site as related to COE site)"

Decremark:

"Originally caller contacted DEC spill hotline- R7 did not receive initial report from hotline, Caller contacted DEC lead for follow up. As result R7 generated spill number."

Spiller Information

-- --

Spiller Name:
Spiller Company: UNKNOWN
Spiller Address: UNKNOWN
Spiller City: UNKNOWN
Spiller State: ZZ
Spiller Zip:
Spiller Country: 999
Contact Name: TONY RORICK
Contact Phone: (315) 422-8367
Contact Ext.:

Material Information

-- --

Site ID: 373581
Spill Number: 0651554
OP Unit ID: 1131281
OU: 01
Material ID: 2120973
Material Code: 0010
Material NA: hydraulic oil
CAS NO:
Mat Family: Petroleum
Quantity: 8.00
Units: G
Recovered: 7.50
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: Yes
Med Subway: No
Med Utility: No
Oxygenate:

Site: WATER ST
 WATER ST SYRACUSE NY

NY SPILLS

Site ID: 324423
Spill NO: 9304013

Water Body:
REM Phase: 0

Spill Date: 1993-06-28 08:00:00
Close Date: 1995-02-09 00:00:00
Create Date: 1993-08-09 00:00:00
Update Date: 1995-02-09 00:00:00
Program Type: ER
DER Facility ID: 261317
Cont Factor: Abandoned Drums
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Lead DEC: HDWARNER
Reported By: Citizen
Referred to:
CAC Date: 1995-02-09 00:00:00
Source: Unknown
Class: D5
Rcvd Date: 1993-06-29 13:37:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

-- --
Spiller Name:
Spiller Company: UNK
Spiller Address:
Spiller City: ***UPDATE***
Spiller State: ZZ
Spiller Zip:
Spiller Country: 999
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

-- --
Site ID: 324423
Spill Number: 9304013
OP Unit ID: 982302
OU: 01
Material ID: 397548
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 -- --

Site: SUNY MEDICAL KENNEDY SQUARE
 EAST WATER ST SYRACUSE NY

NY SPILLS

Site ID: 414025
Spill NO: 0901997
Spill Date: 2009-05-19 12:42:00
Close Date: 2009-06-22 00:00:00
Create Date: 2009-05-19 12:44:00
Update Date: 2009-06-22 09:06:10.370000000
Program Type: ER
DER Facility ID: 363126
Cont Factor: Other

Water Body:
REM Phase: 0
Lead DEC: MJROMOCK
Reported By: Other
Referred to:
CAC Date:
Source: Institutional, Educational, Gov., Other
Class: C3
Rcvd Date: 2009-05-19 12:42:00

UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

"TANK REMOVAL OF A 8000 GALLON UST. SOIL CONTAMINATION WAS FOUND CLEAN UP IS PENDING. CALLER STATES THAT THEY JUST REGISTERED THE TANKS AND THE PBS NUMBER IS NOT AVAILABLE."

Decremark:

"5/19/09 - Tanks being removed for new construction. Op-Tch is doing the tank removal and required soil sampling. 6/19/09 - Rec'd tank closure report. OK. Closing file"

Spiller Information

-- --
Spiller Name: CLAUDE THAUVETTE
Spiller Company: SUNY MEDICAL
Spiller Address: EAST WATER ST
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: CLAUDE THAUVETTE
Contact Phone: (315) 464-5782
Contact Ext.:

Material Information

-- --
Site ID: 414025
Spill Number: 0901997
OP Unit ID: 1170419
OU: 01
Material ID: 2162149
Material Code: 0001A
Material NA: #2 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity:
Units: G
Recovered:
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: SYRACUSE SUDS FACTORY
AMOS BLDG. WATER ST. SYRACUSE NY

NY SPILLS

Site ID: 280956
Spill NO: 9208516
Spill Date: 1992-10-23 14:10:00
Close Date: 1992-10-23 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
Program Type: ER
DER Facility ID: 228148
Cont Factor: Deliberate
UST Trust: No
Penalty: No

Water Body:
REM Phase: 0
Lead DEC: ROMOCKI
Reported By: Citizen
Referred to:
CAC Date: 1992-10-23 00:00:00
Source: Commercial/Industrial
Class: D3
Rcvd Date: 1992-10-23 14:15:00
Insp Date:
County: Onondaga

SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

-- --
Spiller Name:
Spiller Company: SYRACUSE SUDS FACTORY
Spiller Address: WATER ST.
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip: 13204
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

-- --
Site ID: 280956
Spill Number: 9208516
OP Unit ID: 975276
OU: 01
Material ID: 405608
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: 1.00
Units: G
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: Yes
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: TRANSFORMER POLE #17
East Washington St Syracuse NY

NY SPILLS

Site ID: 498534
Spill NO: 1405121
Spill Date: 2014-08-11 19:10:00
Close Date: 2014-08-18 00:00:00
Create Date: 2014-08-11 19:17:00
Update Date: 2014-09-03 14:52:24.520000000
Program Type: ER
DER Facility ID: 453518
Cont Factor: Equipment Failure
UST Trust: No
Penalty:
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: SMFITZGE
Reported By: Responsible Party
Referred to:
CAC Date:
Source: Transformer
Class: D4
Rcvd Date: 2014-08-11 19:14:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

"Spilled to soil. Optec on scene cleaning up now."

Decremark:

"9/3/14 NG spill report received from Optech and loaded into decdocs. Transformer manufacturer certified < 1ppm PCBs. kac"

Spiller Information

--
Spiller Name: RICHARD FOX
Spiller Company: NATIONAL GRID
Spiller Address: EAST WASHINGTON ST
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: RICHARD FOX
Contact Phone: (315) 460-2385
Contact Ext.:

Material Information

--
Site ID: 498534
Spill Number: 1405121
OP Unit ID: 1247984
OU: 01
Material ID: 2249333
Material Code: 0020A
Material NA: transformer oil
CAS NO:
Mat Family: Petroleum
Quantity: 1.00
Units: G
Recovered: 1.00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

Site: WARREN ST BUILDING
WARREN ST SYRACUSE NY

NY SPILLS

Site ID: 61346
Spill NO: 8906005
Spill Date: 1989-09-18 16:42:00
Close Date: 1989-09-18 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
Program Type: ER
DER Facility ID: 59745
Cont Factor: Deliberate
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: GREGG
Reported By: Citizen
Referred to:
CAC Date: 1989-09-18 00:00:00
Source: Gasoline Station or other PBS Facility
Class:
Rcvd Date: 1989-09-18 16:42:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

--
Spiller Name:

Spiller Company: unknown
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name:
Contact Phone:
Contact Ext.:

--
Material Information

--
Site ID: 61346
Spill Number: 8906005
OP Unit ID: 931198
OU: 01
Material ID: 446396
Material Code: 0026A
Material NA: asbestos
CAS NO: 01332214
Mat Family: Hazardous Material
Quantity: .00
Units:
Recovered: .00
Med Soil: No
Med Air: Yes
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Material Information

--
Site ID: 61346
Spill Number: 8906005
OP Unit ID: 931198
OU: 01
Material ID: 446395
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: No
Med Air: Yes
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: FINANCIAL PLAZABLDG
WARREN ST SYRACUSE NY

NY SPILLS

Site ID: 61347
Spill NO: 8906509
Spill Date: 1989-10-02 23:00:00
Close Date: 1989-10-03 00:00:00

Water Body:
REM Phase: 0
Lead DEC: MENASH
Reported By: Citizen

Create Date: 1989-11-07 00:00:00
Update Date: 1990-01-12 00:00:00
Program Type: ER
DER Facility ID: 59745
Cont Factor: Deliberate
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Referred to:
CAC Date: 1989-10-03 00:00:00
Source: Commercial/Industrial
Class:
Rcvd Date: 1989-10-03 09:30:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

-- --
Spiller Name:
Spiller Company:
Spiller Address:
Spiller City: ***Update***
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

-- --
Site ID: 61347
Spill Number: 8906509
OP Unit ID: 934289
OU: 01
Material ID: 446922
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: EAST FAYETTE ST OIL
EAST FAYETTE BTW WARREN AND MCBRIDE SYRACUSE NY 13202

NY SPILLS

Site ID: 384519
Spill NO: 0750577
Spill Date: 2007-07-18 14:00:00
Close Date: 2007-07-18 00:00:00
Create Date: 2007-07-18 15:14:00
Update Date: 2007-07-18 15:14:09.430000000
Program Type: ER
DER Facility ID: 333920
Cont Factor: Equipment Failure
UST Trust:
Penalty:

Water Body: NONE
REM Phase: 0
Lead DEC: kckemp
Reported By: DEC
Referred to:
CAC Date:
Source: Commercial Vehicle
Class: C3
Rcvd Date: 2007-07-18 14:05:00
Insp Date:
County: Onondaga

SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Latitude:
Longitude:
After Hours: No

"oil spill onto roadway"

Decremark:

"oil trail noted on East Fayette St, starting at Warren St proceeding easterly to McBride, then south onto McBride 1/2 block where vehicle stopped. Vehicle removed from scene prior to FD arrival. Syr FD Hazmat spread absorbant and sand. DOT to use sweeper to pick up absorbent."

Spiller Information

--
Spiller Name:
Spiller Company: unknown
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name:
Contact Phone: 3215) 426-7519
Contact Ext.:

--

Material Information

--
Site ID: 384519
Spill Number: 0750577
OP Unit ID: 1141821
OU: 01
Material ID: 2132034
Material Code: 0015
Material NA: motor oil
CAS NO:
Mat Family: Petroleum
Quantity: 20.00
Units: G
Recovered: 20.00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: Yes
Med Subway: No
Med Utility: No
Oxygenate: No
--

Site: CITY COURT HOUSE BLDGS.
STATE STREET SYRACUSE NY

NY SPILLS

Site ID: 257376
Spill NO: 0460019
Spill Date: 2004-06-17 13:00:00
Close Date: 2009-01-06 00:00:00
Create Date: 2004-06-17 14:03:00
Update Date: 2009-01-06 18:49:46.843000000
Program Type: ER
DER Facility ID: 210740
Cont Factor: Equipment Failure
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:

Water Body:
REM Phase: 0
Lead DEC: MENASH
Reported By: Citizen
Referred to:
CAC Date: 2006-01-26 00:00:00
Source: Institutional, Educational, Gov., Other
Class: C3
Rcvd Date: 2004-06-17 14:00:00
Insp Date: 2004-06-17 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: No

Meets Std: No
Callerremark:

Decremark:

Spiller Information

-- --
Spiller Name:
Spiller Company: CITY OF SYRACUSE
Spiller Address:
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: BILL ROSE
Contact Phone: (315) 435-2284
Contact Ext.:

Material Information

-- --
Site ID: 257376
Spill Number: 0460019
OP Unit ID: 890586
OU: 01
Material ID: 485577
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

Site: EAST COLVIN AND
STATE STREET SYRACUSE NY

NY SPILLS

Site ID: 231429
Spill NO: 9608949
Spill Date: 1996-10-18 10:45:00
Close Date: 1996-11-18 00:00:00
Create Date: 1996-10-18 00:00:00
Update Date: 1996-11-16 00:00:00
Program Type: ER
DER Facility ID: 210740
Cont Factor: Equipment Failure
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 270
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: HDWARNER
Reported By: Affected Persons
Referred to:
CAC Date:
Source: Commercial Vehicle
Class: C3
Rcvd Date: 1996-10-18 12:48:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

-- --

Spiller Name: PAT STOCK
Spiller Company: SYRACUSE UNIVERSITY
Spiller Address: 029 LYMAN HALL
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: PAT
Contact Phone:
Contact Ext.:

Material Information

Site ID: 231429
Spill Number: 9608949
OP Unit ID: 1037056
OU: 01
Material ID: 344681
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: 30.00
Units: G
Recovered: 10.00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: AIR DISCHARGE
STATE STREET SYRACUSE NY

NY SPILLS

Site ID: 257377
Spill NO: 9102410
Spill Date: 1991-05-30 08:00:00
Close Date: 1991-05-31 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
Program Type: ER
DER Facility ID: 210740
Cont Factor: Unknown
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: HDWARNER
Reported By: Citizen
Referred to:
CAC Date: 1991-05-31 00:00:00
Source: Unknown
Class:
Rcvd Date: 1991-05-30 17:15:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

Spiller Name:
Spiller Company: UNKOWN
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999

Contact Name:
Contact Phone:
Contact Ext.:

--

Material Information

--

Site ID: 257377
Spill Number: 9102410
OP Unit ID: 956272
OU: 01
Material ID: 424927
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: L
Recovered: .00
Med Soil: No
Med Air: Yes
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:

--

Site: CRANE HOGAN
north state st syracuse NY

NY SPILLS

Site ID: 418018
Spill NO: 0905732
Spill Date: 2009-08-17 10:45:00
Close Date: 2009-08-17 00:00:00
Create Date: 2009-08-17 10:47:00
Update Date: 2009-08-17 10:54:11.977000000
Program Type: ER
DER Facility ID: 367153
Cont Factor: Equipment Failure
UST Trust: No
Penalty:
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: RJBRAZEL
Reported By: Fire Department
Referred to:
CAC Date:
Source: Commercial Vehicle
Class: D4
Rcvd Date: 2009-08-17 10:45:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

"DUE TO A LEAK IN A FORK LIFT ABOUT 20 GALLONS SPILLED TO CONCRETE CLEAN UP IS PENDING AND SPILL IS CONTAINED."

Decremark:

""

Spiller Information

--

Spiller Name:
Spiller Company: CRANE HOGAN
Spiller Address: NORTH STATE ST
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: STEVEN MCLAUGHLIN
Contact Phone: (315) 263-2713
Contact Ext.:

--
Material Information
 --
Site ID: 418018
Spill Number: 0905732
OP Unit ID: 1174213
OU: 01
Material ID: 2166498
Material Code: 0010
Material NA: hydraulic oil
CAS NO:
Mat Family: Petroleum
Quantity: 20.00
Units: G
Recovered: 20.00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: Yes
Med Subway: No
Med Utility: No
Oxygenate:
 --

Site: VAULT 58178
 SOUTH SALINA STREET SYRACUSE NY 13205

NY SPILLS

Site ID: 476619
Spill NO: 1213435
Spill Date: 2012-12-11 17:30:00
Close Date: 2012-12-12 00:00:00
Create Date: 2012-12-11 17:58:00
Update Date: 2012-12-12 15:35:38.310000000
Program Type: ER
DER Facility ID: 431953
Cont Factor: Equipment Failure
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: KCKEMP
Reported By: Responsible Party
Referred to:
CAC Date: 2012-12-11 00:00:00
Source: Commercial/Industrial
Class: D4
Rcvd Date: 2012-12-11 17:55:00
Insp Date: 2012-12-11 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: No

"Spill is contained to the vault. Clean up pending Optech arrival."

Decremark:

"CONTAINED TO VAULT AND CLEANED BY OPTECH"

Spiller Information

--
Spiller Name: STEVE BERNESH
Spiller Company: NATIONAL GRID
Spiller Address: HENRY CLAY BLVD
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: STEVE BERNESH
Contact Phone: (315) 436-5226
Contact Ext.:
 --

Material Information

--

Site ID: 476619
Spill Number: 1213435
OP Unit ID: 1226444
OU: 01
Material ID: 2223706
Material Code: 0016A
Material NA: non PCB oil
CAS NO:
Mat Family: Petroleum
Quantity: 12.00
Units: G
Recovered: 12.00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: Yes
Oxygenate:
 -- --

Site: **TRANS POLE 158**
SOUTH SALINA STREET SYRACUSE NY

NY SPILLS

Site ID: 451681	Water Body:	
Spill NO: 1104092	REM Phase:	0
Spill Date: 2011-07-13 16:30:00	Lead DEC:	RJBRAZEL
Close Date: 2011-11-04 00:00:00	Reported By:	Other
Create Date: 2011-07-13 16:50:00	Referred to:	
Update Date: 2011-11-04 10:05:23.823000000	CAC Date:	
Program Type: ER	Source:	Commercial/Industrial
DER Facility ID: 156332	Class:	C4
Cont Factor: Equipment Failure	Rcvd Date:	2011-07-13 16:48:00
UST Trust: No	Insp Date:	
Penalty: No	County:	Onondaga
SWIS Code: 3415	Latitude:	
DEC Region: 7	Longitude:	
CID:	After Hours:	Yes
Meets Std: No		
Callerremark:		

"non pcb to roadway, cleanup pending w/optech."

Decremark:

""

Spiller Information

-- --
Spiller Name:
Spiller Company: NAT GRID
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: BOB CAZZOLI
Contact Phone: 315-460-2388
Contact Ext.:
 -- --

Material Information

-- --
Site ID: 451681
Spill Number: 1104092
OP Unit ID: 1201864

OU: 01
Material ID: 2198428
Material Code: 0020A
Material NA: transformer oil
CAS NO:
Mat Family: Petroleum
Quantity: 5.00
Units: G
Recovered:
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 -- --

Site: **UNITED RENTALS BATTERIES**
ERIE BLVD WEST AND HIAWATHA WEST SYRACUSE NY 13209

NY SPILLS

Site ID: 355862	Water Body:
Spill NO: 0509984	REM Phase: 0
Spill Date: 2005-11-21 13:31:00	Lead DEC: KCKemp
Close Date: 2005-11-21 00:00:00	Reported By: Fire Department
Create Date: 2005-11-21 13:49:00	Referred to:
Update Date: 2005-11-21 15:37:33.437000000	CAC Date: 2005-11-21 00:00:00
Program Type: ER	Source: Commercial Vehicle
DER Facility ID: 305900	Class: C3
Cont Factor: Other	Rcvd Date: 2005-11-21 13:31:00
UST Trust: No	Insp Date: 2005-11-21 00:00:00
Penalty: No	County: Onondaga
SWIS Code: 3415	Latitude:
DEC Region: 7	Longitude:
CID: 444	After Hours: No
Meets Std: No	
Callerremark:	

"13 BATTERIES FELL OFF A TRUCK AND SPILLED IN THE ROAD(THEY ARE CAR BATTERIES) FIRE CO ON SCENE, WOULD LIKE A DEC REP TO RESPOND;"

Decremark:

"8 large lead acid batteries fell from unsecured load in back of pickup, spilling acid onto roadway. Syracuse FD neutralized with sodium bicarb, then placed acid spill pads around leaking batteries. Driver (Dustin DeCarr) ticketed for unsecured load. Tony Esce, supr from United Rentals, responded, and subsequently contracted directly with OpTech for cleanup and reimbursement of spill supplies to Syracuse FD. Residue hosed from roadway per RSE discretion."

Spiller Information

-- --
Spiller Name: TONY ESCE
Spiller Company: UNITED RENTALS
Spiller Address: 7178 SCHUYLER RD
Spiller City: EAST SYRACUSE
Spiller State: NY
Spiller Zip: 13057
Spiller Country: 001
Contact Name: FIRE CONTROL
Contact Phone: (315) 435-8884
Contact Ext.:
 -- --

Material Information

-- --
Site ID: 355862
Spill Number: 0509984
OP Unit ID: 1113195

OU: 01
Material ID: 2103263
Material Code: 0044A
Material NA: battery acid
CAS NO:
Mat Family: Other
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 -- --

Site: **ERIE BLVD EAST OF BRIDGE**
ERIE BLVD EAST OF BRIDGE DEWITT NY

NY SPILLS

Site ID: 242393
Spill NO: 0403218
Spill Date: 2004-06-24 09:46:00
Close Date: 2004-06-24 00:00:00
Create Date: 2004-06-24 00:00:00
Update Date: 2004-06-24 00:00:00
Program Type: ER
DER Facility ID: 199190
Cont Factor: Equipment Failure
UST Trust: No
Penalty: No
SWIS Code: 3426
DEC Region: 7
CID: 444
Meets Std: Yes
Callerremark:

Water Body: AND STORM DRAIN
REM Phase: 0
Lead DEC: CXROSSI
Reported By: Police Department
Referred to:
CAC Date:
Source: Commercial Vehicle
Class: C3
Rcvd Date: 2004-06-24 09:46:00
Insp Date: 2004-06-24 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

-- --
Spiller Name: PATTY
Spiller Company: WASTE MANAGMNET
Spiller Address: 4521 STEELWAY BLVD NORTH
Spiller City: LIVERPOOL
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: JOANNE CROOK
Contact Phone: (315) 435-8881
Contact Ext.:

Material Information

-- --
Site ID: 242393
Spill Number: 0403218
OP Unit ID: 886652
OU: 01
Material ID: 490811
Material Code: 0010
Material NA: hydraulic oil
CAS NO:
Mat Family: Petroleum
Quantity: 45.00

Units: G
Recovered: 45.00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate: No
 -- --

Site: DELTA SONIC CAR WASH
 ERIE BLVD EAST SYRACUSE NY 13214

NY SPILLS

Site ID:	368692	Water Body:	
Spill NO:	0605517	REM Phase:	0
Spill Date:	2006-08-11 10:53:00	Lead DEC:	mjromock
Close Date:	2006-08-11 00:00:00	Reported By:	Citizen
Create Date:	2006-08-11 11:09:00	Referred to:	
Update Date:	2006-08-11 11:19:00.780000000	CAC Date:	
Program Type:	ER	Source:	Gasoline Station or other PBS Facility
DER Facility ID:	318591	Class:	
Cont Factor:	Human Error	Rcvd Date:	2006-08-11 10:53:00
UST Trust:	No	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3426	Latitude:	
DEC Region:	7	Longitude:	
CID:	410	After Hours:	No
Meets Std:	No		
Callerremark:			

"CALLER REPORTS THAT WHILE PUMPING GAS AND RETURNING NOZEL BACK TO DISPENSER THAT THE GAS CONTINUED TO PUMP OUT AND SPILL ON GROUND, AND HIMSELF: CALLER WAS CONCERNED OVER MATERIAL SPILLED, AND REPORTED TO STORE CLERK: CALLER ALSO FOLLOWED UP WITH A CALL TO THE SPILL HOTLINE:"

Decremark:

"8/11/06 - Called the person who reported the spill. Hestated that the nozzle failed to shut off when he was done filling the vehicle with fuel. Approx 5 gallons of fuel spilled to the ground on pavement. I also called Delta Sonic Carwash and interviewed the manager, Josh Walless. He stated that the customer had locked the nozzle open causing the fuel to continue pumping. Cleanup was initiated by the Delta Sonic personnel. No fuel entered storm drains or waterbodies. "

Spiller Information

-- --
Spiller Name: BOB MCDONOUGH
Spiller Company: DELTA SONIC CAR WASH
Spiller Address: ERIE BLVD EAST
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: BOB MCDONOUGH
Contact Phone: (315) 446-3180
Contact Ext.:
 -- --

Material Information

-- --
Site ID: 368692
Spill Number: 0605517
OP Unit ID: 1126558
OU: 01
Material ID: 2116097
Material Code: 0009
Material NA: gasoline
CAS NO:
Mat Family: Petroleum

Quantity:
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate: No
-- --

Site: ERIE BLVD & SO. STATE ST.
ERIE BLVD Syracuse NY

NY SPILLS

Site ID: 146139
Spill NO: 9606811
Spill Date: 1996-08-27 12:00:00
Close Date: 1996-11-14 00:00:00
Create Date: 1996-08-28 00:00:00
Update Date: 1996-11-15 00:00:00
Program Type: ER
DER Facility ID: 124466
Cont Factor: Unknown
UST Trust: No
Penalty: No
SWIS Code: 3400
DEC Region: 7
CID: 275
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: CFMANNES
Reported By: Other
Referred to:
CAC Date:
Source: Gasoline Station or other PBS Facility
Class: C3
Rcvd Date: 1996-08-28 10:58:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

-- --
Spiller Name: DENNIS VIOLANTE
Spiller Company: SEAR REALTY CO, INC.
Spiller Address: 1914 BLACK RIVER BLVD
Spiller City: ROME
Spiller State: NY
Spiller Zip: 13440-
Spiller Country: 001
Contact Name: KELLY THOMPSON
Contact Phone: (315) 463-0270
Contact Ext.:
-- --

Material Information

-- --
Site ID: 146139
Spill Number: 9606811
OP Unit ID: 1034608
OU: 01
Material ID: 346082
Material Code: 0009
Material NA: gasoline
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No

Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate: --
 --

Site: SAMS CLUB
 ERIE BLVD SYRACUSE NY

NY SPILLS

Site ID:	499303	Water Body:	
Spill NO:	1405854	REM Phase:	0
Spill Date:	2014-08-31 17:43:00	Lead DEC:	CFNORRIS
Close Date:	2014-09-03 00:00:00	Reported By:	Other
Create Date:	2014-08-31 17:45:00	Referred to:	
Update Date:	2014-09-03 15:29:01.767000000	CAC Date:	
Program Type:	ER	Source:	Gasoline Station or other PBS Facility
DER Facility ID:	308887	Class:	C3
Cont Factor:	Housekeeping	Rcvd Date:	2014-08-31 17:43:00
UST Trust:	No	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:		After Hours:	Yes
Meets Std:	No		
Callerremark:			

"Hello, I am taking the time to contact your department about gasoline spills, over 5 gallons sometimes I have observed, at the gas station at Sam's Club on Erie Blvd. in Syracuse, NY. I have spoken with some of the station attendants about cleaning the spills and they say that they will get right on it, but they don't do anything. One time one of the attendants stated that it will just evaporate, so what's the big deal? Recently, one of the attendants stated that he will get around to cleaning up the gas spill after he has spoken with the customers about signing up for credit cards and bonus programs. This last statement is actually what prompted this email. He told me that the management of Sam's Club has instructed the workers at the gas station that compliance with DEC is secondary to the instruction of pushing credit card applications, which is their primary focus and job security! Really? Can this be true? My concern about the gas spills at this particular location, and hence this email, is because it is located so close to wetlands. I do wish to remain anonymous because I do not wish for any problems when I go shopping at Sam's Club. Please let me know if your department has any questions. Sincerely, Ron"

Decremark:

"Kevin Kemp has been informed of the caller's report. He will take further action PBS guidelines."

Spiller Information

--

Spiller Name:
Spiller Company: SAMS CLUB
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: ANONYMOUS
Contact Phone:
Contact Ext.:

Material Information

--

Site ID: 499303
Spill Number: 1405854
OP Unit ID: 1248724
OU: 01
Material ID: 2250231
Material Code: 0009
Material NA: gasoline
CAS NO:
Mat Family: Petroleum
Quantity:
Units:
Recovered:

Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate: No
 -- --

Site: **ADVANCED AUTO PARTS**
ERIE BLVD SYRACUSE NY

NY SPILLS

Site ID:	453253	Water Body:	
Spill NO:	1105593	REM Phase:	0
Spill Date:	2011-08-15 16:00:00	Lead DEC:	DJLASALL
Close Date:	2011-08-18 00:00:00	Reported By:	Citizen
Create Date:	2011-08-16 19:13:00	Referred to:	
Update Date:	2011-11-22 10:42:26.637000000	CAC Date:	
Program Type:	ER	Source:	Commercial/Industrial
DER Facility ID:	308887	Class:	D6
Cont Factor:	Human Error	Rcvd Date:	2011-08-16 19:07:00
UST Trust:	No	Insp Date:	
Penalty:		County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:		After Hours:	Yes
Meets Std:	No		
Callerremark:			

"Citizen is reporting his company for not cleaning up oil in the parking lot. He wants to remain completely anonymous for fear of losing his job. He says the oil is left in the parking lot then carried into the sewer system when it rains."

Decremark:

"spoke with caller. cause of spill is vehicles in parking lot leaking fluids. will visit site and advise manager to apply sorbents when this occurs in the future."

Spiller Information

-- --
Spiller Name:
Spiller Company: ADVANCED AUTO PARTS
Spiller Address: ERIE BLVD
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: JEREMY HYDE
Contact Phone: (315) 450-6704
Contact Ext.:
 -- --

Material Information

-- --
Site ID: 453253
Spill Number: 1105593
OP Unit ID: 1203411
OU: 01
Material ID: 2200057
Material Code: 0005A
Material NA: auto waste fluids
CAS NO:
Mat Family: Petroleum
Quantity:
Units:
Recovered:
Med Soil: No
Med Air: No

Med In Air: No
Med GW: No
Med SW: Yes
Med DW: No
Med Sewer: No
Med Surf: Yes
Med Subway: No
Med Utility: No
Oxygenate: No
-- --

Site: SEARS OIL/GAS
ERIE BLVD SYRACUSE NY

NY SPILLS

Site ID: 146140
Spill NO: 9702847
Spill Date: 1997-06-04 12:00:00
Close Date: 2011-06-03 00:00:00
Create Date: 1997-06-05 00:00:00
Update Date: 2011-06-03 14:51:52.447000000
Program Type: ER
DER Facility ID: 308887
Cont Factor: Other
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 323
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: HDWARNER
Reported By: Other
Referred to:
CAC Date:
Source: Gasoline Station or other PBS Facility
Class: C3
Rcvd Date: 1997-06-05 16:13:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

-- --
Spiller Name: JOE DURAND
Spiller Company: SEARS OIL/GAS
Spiller Address: ERIE BLVD
Spiller City: SYRACUSE
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name: JOE DURAND
Contact Phone: (315) 638-8587
Contact Ext.:
-- --

Site: ROTH STEEL CO.
ERIE BLVD SYRACUSE NY

NY SPILLS

Site ID: 277490
Spill NO: 9207325
Spill Date: 1992-09-23 10:00:00
Close Date: 1992-09-24 00:00:00
Create Date: 1992-09-24 00:00:00
Update Date: 1992-09-25 00:00:00
Program Type: ER
DER Facility ID: 308887
Cont Factor: Deliberate
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: GREGG
Reported By: Citizen
Referred to:
CAC Date: 1992-09-24 00:00:00
Source: Commercial/Industrial
Class: D6
Rcvd Date: 1992-09-24 12:44:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: ROTH STEEL
Spiller Address: ERIE BLVD.
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

--
Site ID: 277490
Spill Number: 9207325
OP Unit ID: 970972
OU: 01
Material ID: 407965
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: HARBOR ST
ERIE BLVD SYRACUSE NY

NY SPILLS

Site ID: 146141
Spill NO: 9710356
Spill Date: 1997-12-09 11:00:00
Close Date: 1999-11-22 00:00:00
Create Date: 1997-12-09 00:00:00
Update Date: 2012-04-06 10:14:28.570000000
Program Type: ER
DER Facility ID: 308887
Cont Factor: Unknown
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 211
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: RJBRAZEL
Reported By: Other
Referred to:
CAC Date: 1999-07-23 00:00:00
Source: Unknown
Class: C3
Rcvd Date: 1997-12-09 16:58:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: unknown
Spiller Address:
Spiller City:

Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: CONRAD TEUFEL
Contact Phone: (315) 699-5281
Contact Ext.:
 --

Site: AAC
 ERIE BLVD Syracuse NY

NY SPILLS

Site ID: 146138
Spill NO: 9107019
Spill Date: 1991-09-28 12:00:00
Close Date: 1991-09-30 00:00:00
Create Date: 1991-10-02 00:00:00
Update Date: 1991-10-02 00:00:00
Program Type: ER
DER Facility ID: 124466
Cont Factor: Human Error
UST Trust: No
Penalty: No
SWIS Code: 3400
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: GREGG
Reported By: Responsible Party
Referred to:
CAC Date: 1991-09-30 00:00:00
Source: Commercial/Industrial
Class:
Rcvd Date: 1991-09-30 19:46:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: AAC
Spiller Address:
Spiller City:
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:
 --

Material Information

--
Site ID: 146138
Spill Number: 9107019
OP Unit ID: 961255
OU: 01
Material ID: 419254
Material Code: 0026A
Material NA: asbestos
CAS NO: 01332214
Mat Family: Hazardous Material
Quantity: .00
Units:
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 --

Material Information

-- --
Site ID: 146138
Spill Number: 9107019
OP Unit ID: 961255
OU: 01
Material ID: 419253
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: 20.00
Units:
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 -- --

Site: TCE PLUME COASTAL TERM.
 OIL CITY CLINTON ST SYRACUSE NY

NY SPILLS

Site ID: 108114
Spill NO: 8911556
Spill Date: 1990-04-20 12:00:00
Close Date: 1998-10-14 00:00:00
Create Date: 1990-03-14 00:00:00
Update Date: 1998-10-14 00:00:00
Program Type: ER
DER Facility ID: 95036
Cont Factor: Unknown
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: VOLLMER
Reported By: Affected Persons
Referred to:
CAC Date:
Source: Unknown
Class: C1
Rcvd Date: 1989-06-01 12:00:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

-- --
Spiller Name:
Spiller Company: unknown
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name:
Contact Phone:
Contact Ext.:
 -- --

Material Information

-- --
Site ID: 108114
Spill Number: 8911556
OP Unit ID: 937237
OU: 01
Material ID: 441069

Material Code: 0002A
Material NA: #4 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: L
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: Yes
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 -- --

Site: **PARKING LOT**
100 CLINTON SQUARE SYRACUSE NY

NY SPILLS

Site ID: 468137	Water Body:	
Spill NO: 1205214	REM Phase:	0
Spill Date: 2012-08-23 11:10:00	Lead DEC:	menash
Close Date: 2013-01-08 00:00:00	Reported By:	Other
Create Date: 2012-08-23 11:14:00	Referred to:	
Update Date: 2013-01-08 14:34:22.327000000	CAC Date:	
Program Type: ER	Source:	Commercial/Industrial
DER Facility ID: 422434	Class:	C3
Cont Factor: Other	Rcvd Date:	2012-08-23 10:25:00
UST Trust: No	Insp Date:	
Penalty: No	County:	Onondaga
SWIS Code: 3415	Latitude:	
DEC Region: 7	Longitude:	
CID:	After Hours:	No
Meets Std: No		
Callerremark:		

"407 ppm voc. Intermixed with soil. Approx 20 yards of soil worth. Clean up in progress. Found due to excavation for a parking lot."

Decremark:

"EMHOFF ASSOCIATES, LLC hired SUN Environmental to oversee removal of 2K UST and subsequent tanks as required. Waiting permits from Syracuse FD to remove tank. 15 Oct 2012- Clean up complete. No further remediation required."

Spiller Information

-- --
Spiller Name:
Spiller Company: JAMES BRUER
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: MATTHEW NOTARO
Contact Phone: (315) 506-0299
Contact Ext.:
 -- --

Material Information

-- --
Site ID: 468137
Spill Number: 1205214
OP Unit ID: 1218069
OU: 01
Material ID: 2216427
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:

Mat Family: Petroleum
Quantity: 5.00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
 --

Site: NYS DOT - BUTTERNUT DRIVE
 BUTTERNUT DRIVE DEWITT NY

NY SPILLS

Site ID: 295482
Spill NO: 8807425
Spill Date: 1988-12-07 10:00:00
Close Date: 1988-12-08 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
Program Type: ER
DER Facility ID: 239115
Cont Factor: Housekeeping
UST Trust: No
Penalty: No
SWIS Code: 0600
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body: DITCH
REM Phase: 0
Lead DEC: GREGG
Reported By: Citizen
Referred to:
CAC Date: 1988-12-08 00:00:00
Source: Institutional, Educational, Gov., Other
Class:
Rcvd Date: 1988-12-07 10:00:00
Insp Date:
County: Cayuga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: NYS DOT
Spiller Address: BUTTERNUT DRIVE
Spiller City: DEWITT
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:
 --

Material Information

--
Site ID: 295482
Spill Number: 8807425
OP Unit ID: 922908
OU: 01
Material ID: 455768
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No

Med GW: No
Med SW: Yes
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate: No
-- --

Site: ON ROADWAY
 N/B I-695 to E/B I-690 Ramp Geddes NY

NY SPILLS

Site ID:	485762	Water Body:	
Spill NO:	1305204	REM Phase:	0
Spill Date:	2013-08-14 05:48:00	Lead DEC:	DJLASALL
Close Date:	2013-08-14 00:00:00	Reported By:	Fire Department
Create Date:	2013-08-14 06:16:00	Referred to:	
Update Date:	2013-08-14 11:35:45.543000000	CAC Date:	
Program Type:	ER	Source:	Commercial Vehicle
DER Facility ID:	440885	Class:	D3
Cont Factor:	Traffic Accident	Rcvd Date:	2013-08-14 06:11:00
UST Trust:	No	Insp Date:	
Penalty:		County:	Onondaga
SWIS Code:	3432	Latitude:	
DEC Region:	7	Longitude:	
CID:		After Hours:	Yes
Meets Std:	No		
Callerremark:			

"Spill on the merge ramps of the two highways. Fire is on scene."

Decremark:

"Barr Transportation hired Op-Tech to excavate and dispose of diesel contaminated soil and speedy dry from area under saddle tank where truck came to rest."

Spiller Information

Spiller Name: --
Spiller Company: BARR TRANSPORTATION
Spiller Address: --
Spiller City: AUBURN
Spiller State: NY
Spiller Zip: --
Spiller Country: 999
Contact Name: CHIEF ANGELO CANTELLO
Contact Phone: (315) 952-0526
Contact Ext.: --

Material Information

Site ID: 485762
Spill Number: 1305204
OP Unit ID: 1235420
OU: 01
Material ID: 2234676
Material Code: 0008
Material NA: diesel
CAS NO: --
Mat Family: Petroleum
Quantity: 30.00
Units: G
Recovered: --
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No

Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: MILE POST 76.0
I-81NB NEDROW EXIT ONONDAGA NY

NY SPILLS

Site ID: 287356
Spill NO: 9710364
Spill Date: 1997-12-09 22:30:00
Close Date: 1997-12-09 00:00:00
Create Date: 1997-12-09 00:00:00
Update Date: 2001-03-30 00:00:00
Program Type: ER
DER Facility ID: 232780
Cont Factor: Traffic Accident
UST Trust: No
Penalty: Yes
SWIS Code: 3442
DEC Region: 7
CID: 233
Meets Std: No
Callerremark:

Water Body: UNK
REM Phase: 0
Lead DEC: HDWARNER
Reported By: Fire Department
Referred to:
CAC Date: 2001-03-20 00:00:00
Source: Commercial Vehicle
Class: C3
Rcvd Date: 1997-12-09 23:04:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: UNK
Spiller Address:
Spiller City: ***UPDATE***
Spiller State: ZZ
Spiller Zip:
Spiller Country: 999
Contact Name:
Contact Phone:
Contact Ext.:

Material Information

--
Site ID: 287356
Spill Number: 9710364
OP Unit ID: 1053404
OU: 01
Material ID: 328665
Material Code: 0009
Material NA: gasoline
CAS NO:
Mat Family: Petroleum
Quantity: 5.00
Units: G
Recovered: 5.00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: Yes
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: SB I81 AT MILE MARKER 83
I-81 SB AT MILE MARKER 83 SYRACUSE NY

NY SPILLS

Site ID: 76708
Spill NO: 9913631
Spill Date: 2000-03-03 02:44:00
Close Date: 2002-08-05 00:00:00
Create Date: 2000-03-03 00:00:00
Update Date: 2002-08-05 00:00:00
Program Type: ER
DER Facility ID: 71660
Cont Factor: Traffic Accident
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 216
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: CFMANNES
Reported By: Fire Department
Referred to:
CAC Date:
Source: Commercial Vehicle
Class: C3
Rcvd Date: 2000-03-03 03:01:00
Insp Date: 2000-03-03 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

--
Spiller Name:
Spiller Company: unknown
Spiller Address:
Spiller City:
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: BRIAN BEECHNER
Contact Phone: (315) 435-8884
Contact Ext.:

Material Information

--
Site ID: 76708
Spill Number: 9913631
OP Unit ID: 1092113
OU: 01
Material ID: 295467
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: 150.00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
--

Site: Spill Number 9604772
I-81 SOUTH BOUND SYRACUSE NY

NY SPILLS

Site ID: 275435
Spill NO: 9604772
Spill Date: 1996-07-11 21:30:00

Water Body:
REM Phase: 0
Lead DEC: BFMATTHE

Close Date: 1996-10-15 00:00:00
Create Date: 1996-07-11 00:00:00
Update Date: 1996-10-15 00:00:00
Program Type: ER
DER Facility ID: 223942
Cont Factor: Equipment Failure
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 201
Meets Std: Yes
Callerremark:

Reported By: Responsible Party
Referred to:
CAC Date:
Source: Commercial Vehicle
Class: D5
Rcvd Date: 1996-07-11 23:30:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

Decremark:

Spiller Information

-- --
Spiller Name:
Spiller Company: NOTIFIER
Spiller Address:
Spiller City:
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name: CALLER
Contact Phone:
Contact Ext.:

Material Information

-- --
Site ID: 275435
Spill Number: 9604772
OP Unit ID: 1032427
OU: 01
Material ID: 347532
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: 1.00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: HERALD CO THE
CLINTON SQ SYRACUSE NY 13221

RCRA CESQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD982269607
Current Site Name: HERALD CO THE
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No

Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: PO BOX 4915 CLINTON SQ, , SYRACUSE, NY, 13221, US
Contact Name:
Contact Address: PO BOX 4915 CLINTON SQ, , SYRACUSE, NY, 13221, US
Contact Email:
Location Street 2:

--
Owner/Operator Information

Owner/Operator Indicator: CP
Owner/Operator Name: THE HERALD CO
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

Owner/Operator Indicator: CO
Owner/Operator Name: THE HERALD CO
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

Owner/Operator Indicator: CO
Owner/Operator Name: THE HERALD CO
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--
NAICS Information

--
Handler Information

Date Received: 19990708
Facility Name: HERALD CO THE
Date Received: 20070101
Facility Name: HERALD CO THE
Classification: Conditionally Exempt Small Quantity
Date Received: 20060101
Facility Name: HERALD CO THE
Classification: Conditionally Exempt Small Quantity
Date Received: 19870616
Facility Name: HERALD CO THE
Classification: Large Quantity Generator

--
Hazardous Waste Information

Waste Code: D001
Waste: IGNITABLE WASTE

Violation/Evaluation Information

--
Evaluation Start Date: 19940107
Evaluation Agency: S
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Violation Determined Date:
Actual Return to Compliance Date:
Violation Responsible Agency:
Enforcement Action Date:
Enforcement Agency:
Disposition Status Date:
Disposition Status:
Enforcement Type Description:
Proposed Penalty Amount:
Paid Amount:
Final Amount:
--

Site: **NYSDOT BIN 1093370**
PEDESTRIAN RAMP TO FAIRGROUNDS OVER I-690 SYRACUSE NY 13209

RCRA CESQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986941664
Current Site Name: NYSDOT BIN 1093370
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 109, S WARREN ST - 5TH FL SUITE 518, , SYRACUSE, NY, 13202, US
Contact Name: WARREN L UNDERWOOD II
Contact Address: 109, S WARREN ST - 5TH FL SUITE 518, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2: OVER I-690

--
Owner/Operator Information

--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: UNKNOWN UNKNOWN NY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current: 19791231
Date Ended Current:
--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: UNKNOWN UNKNOWN NY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S

Date Became Current: 19791231
Date Ended Current: --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3156353986
Owner/Operator Type: S
Date Became Current: 20010101
Date Ended Current: --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3156353986
Owner/Operator Type: S
Date Became Current: --
Date Ended Current: --
NAICS Information
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
Handler Information
Date Received: 20030612
Facility Name: NYSDOT BIN 1093370
Classification: Large Quantity Generator
Date Received: 20070101
Facility Name: NYSDOT BIN 1093370
Classification: Conditionally Exempt Small Quantity
Date Received: 20060101
Facility Name: NYSDOT BIN 1093370
Classification: Conditionally Exempt Small Quantity
Date Received: 19980910
Facility Name: NYSDOT BIN 1093370
Date Received: 19920107
Facility Name: NYSDOT BIN 1093370
Hazardous Waste Information
Waste Code: D000
Waste: DESCRIPTION
Waste Code: NONE
Waste: DESCRIPTION
Waste Code: D008
Waste: LEAD
Violation/Evaluation Information

Site: DEWITT TOWN OF BIN 3064660
 KINNE RD OVER BUTTERNUT CREEK BRIDGE REHABILITATION DEWITT NY 13057

RCRA CESQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000168997
Current Site Name: DEWITT TOWN OF BIN 3064660
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Land Type: Municipal
Activity Location: NY
TSD Activity: No

Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 290, ELWOOD DAVID RD BOX 3107, BARTON & LOGUIDICE PC, SYRACUSE, NY, 13220, US
Contact Name: BENJAMIN W WERNER
Contact Address: 290, ELWOOD DAVID RD BOX 3107, BARTON & LOGUIDICE PC, SYRACUSE, NY, 13220, US
Contact Email: BWERNER@BARTONANDLOGUIDICE.COM
Location Street 2: BRIDGE REHABILITATION

--
Owner/Operator Information
 --

Owner/Operator Indicator: CP
Owner/Operator Name: ECONOMY PAVING
Owner/Operator Address:
Owner/Operator Phone:
Owner/Operator Type: P
Date Became Current: 20091009
Date Ended Current:

Owner/Operator Indicator: CO
Owner/Operator Name: TOWN OF DEWITT
Owner/Operator Address: 5400 BUTTERNUT DR EAST SYRACUSE NY US 13057
Owner/Operator Phone:
Owner/Operator Type: M
Date Became Current: 19700101
Date Ended Current:

--
NAICS Information
 --

Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
 --

--
Handler Information
 --

Date Received: 20090915
Facility Name: DEWITT TOWN OF BIN 3064660
Classification: Conditionally Exempt Small Quantity
 --

--
Hazardous Waste Information
 --

Waste Code: D008
Waste: LEAD
 --

--
Violation/Evaluation Information
 --

Site: **NYS DOT BIN 1050780 I-690 RAMP BB**
I-690 RAMP BB SYRACUSE NY 13202

RCRA LQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000083345
Current Site Name: NYS DOT BIN 1050780 I-690 RAMP BB
Generator Status Universe: Large Quantity Generator
Land Type: State

Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name: RICHARD S STEELE
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email: RICH.STEELE@DOT.NY.GOV
Location Street 2:

--
Owner/Operator Information

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 314487363
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:

--

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--

NAICS Information
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION

--
Handler Information
 --
Date Received: 20070101
Facility Name: NYSDOT BRIDGE BIN 1050780
 --
Date Received: 20141027
Facility Name: NYSDOT BIN 1050780 I-690 RAMP BB
Classification: Large Quantity Generator
 --
Date Received: 20060101
Facility Name: NYSDOT BRIDGE BIN 1050780
 --
Date Received: 19991217
Facility Name: NYSDOT BRIDGE BIN 1050780
Classification: Large Quantity Generator
 --
Hazardous Waste Information
 --
Waste Code: D008
Waste: LEAD
 --
Waste Code: D000
Waste: DESCRIPTION
 --
Violation/Evaluation Information
 --

Site: NYSDOT BIN 1050822 I-690 OVER ONONDAGA CREEK
 I-690 OVER ONONDAGA CRK SYRACUSE NY 13202

RCRA LQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000050005
Current Site Name: NYSDOT BIN 1050822 I-690 OVER ONONDAGA CREEK
Generator Status Universe: Large Quantity Generator
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name: RICHARD S STEELE
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email: RICH.STEELE@DOT.NY.GOV
Location Street 2:

--
Owner/Operator Information
 --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487363
Owner/Operator Type: S

Date Became Current: 19670101
Date Ended Current: --
 --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
 --
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:
 --
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
 --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
 --
NAICS Information
 --
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
 --
Handler Information
 --
Date Received: 20060101
Facility Name: NYSDOT BRIDGE BIN 1050822
 --
Date Received: 19980209
Facility Name: NYSDOT BRIDGE BIN 1050822
 --
Date Received: 20070101
Facility Name: NYSDOT BRIDGE BIN 1050822
 --
Date Received: 20141027
Facility Name: NYSDOT BIN 1050822 I-690 OVER ONONDAGA CREEK
Classification: Large Quantity Generator
 --
Hazardous Waste Information
 --
Waste Code: D000
Waste: DESCRIPTION
 --
Waste Code: D008
Waste: LEAD
 --
Violation/Evaluation Information
 --

Site: NYSDOT BIN 1050821 I-690 OVER ONONDAGA CREEK
 I-690 OVER ONONDAGA CREEK SYRACUSE NY 13202

RCRA LQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000049999
Current Site Name: NYSDOT BIN 1050821 I-690 OVER ONONDAGA CREEK
Generator Status Universe: Large Quantity Generator
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name: RICHARD S STEELE
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email: RICH.STEELE@DOT.NY.GOV
Location Street 2:

--
Owner/Operator Information

--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:

--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487363
Owner/Operator Type: S
Date Became Current: 19670101

Date Ended Current:
 --
NAICS Information
 --
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
 --
Handler Information
 --
Date Received: 20060101
Facility Name: NYSDOT BRIDGE BIN 1050821
 --
Date Received: 20141027
Facility Name: NYSDOT BIN 1050821 I-690 OVER ONONDAGA CREEK
Classification: Large Quantity Generator
 --
Date Received: 20070101
Facility Name: NYSDOT BRIDGE BIN 1050821
 --
Date Received: 19980209
Facility Name: NYSDOT BRIDGE BIN 1050821
 --
Hazardous Waste Information
 --
Waste Code: D000
Waste: DESCRIPTION
 --
Waste Code: D008
Waste: LEAD
 --
Violation/Evaluation Information
 --

Site: NYSDOT BIN 1050001 930B WEST GENESEE STREET
 W GENESEE ST SYRACUSE NY 13206

RCRA LQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986885689
Current Site Name: NYSDOT BIN 1050001 930B WEST GENESEE STREET
Generator Status Universe: Large Quantity Generator
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: Yes
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name: RICHARD S STEELE
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email: RICH.STEELE@DOT.NY.GOV
Location Street 2:
 --
Owner/Operator Information
 --

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487363
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current: --
--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current: --
Date Ended Current: --
--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current: --
Date Ended Current: --
--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: --
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current: --
--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current: --
Date Ended Current: --
--
NAICS Information
--
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
--
Handler Information
--
Date Received: 20060101
Facility Name: NYSDOT BIN 1050001 D252885
--
Date Received: 19891122
Facility Name: NYSDOT BIN 1050001 D252885
--
Date Received: 20141027
Facility Name: NYSDOT BIN 1050001 930B WEST GENESEE STREET
Classification: Large Quantity Generator
--
Date Received: 20070101
Facility Name: NYSDOT BIN 1050001 D252885
--
Hazardous Waste Information
--
Waste Code: D008
Waste: LEAD
--
Waste Code: D000
Waste: DESCRIPTION
--
Violation/Evaluation Information
--

Site: NATIONAL GRID ASH STREET SUB
GENANT DR SYRACUSE NY 13208

RCRA LQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD980782254
Current Site Name: NATIONAL GRID ASH STREET SUB
Generator Status Universe: Large Quantity Generator
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD.W, , SYRACUSE, NY, 13202, US
Contact Name: STEPHEN P HALLER
Contact Address: 300, ERIE BOULEVARD WEST, A-3, , SYRACUSE, NY, 13202, US
Contact Email: STEPHEN.HALLER@US.NGRID.COM
Location Street 2:

--
Owner/Operator Information

--
Owner/Operator Indicator: CO
Owner/Operator Name: NATIONAL GRID
Owner/Operator Address: 300 ERIE BLVD. W. SYRACUSE NY US 13202
Owner/Operator Phone:
Owner/Operator Type: P
Date Became Current: 19791231
Date Ended Current:
--
Owner/Operator Indicator: CP
Owner/Operator Name: NIAGARA MOHAWK POWER CORP
Owner/Operator Address:
Owner/Operator Phone:
Owner/Operator Type: P
Date Became Current: 19791231
Date Ended Current:
--
Owner/Operator Indicator: CO
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
--
Owner/Operator Indicator: CP
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
--
Owner/Operator Indicator: CO

Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
 -- --
NAICS Information
 -- --
Naics Code: 22112
Naics Description: ELECTRIC POWER TRANSMISSION, CONTROL, AND DISTRIBUTION
 -- --
Naics Code: 221121
Naics Description: ELECTRIC BULK POWER TRANSMISSION AND CONTROL
 -- --
Handler Information
 -- --
Date Received: 20120302
Facility Name: NATIONAL GRID ASH STREET SUB
Classification: Large Quantity Generator
 -- --
Date Received: 19990708
Facility Name: ASH ST SUB
 -- --
Date Received: 20070101
Facility Name: ASH STREET SUB
 -- --
Date Received: 19841120
Facility Name: ASH ST SUB
Classification: Large Quantity Generator
 -- --
Date Received: 20020319
Facility Name: ASH STREET SUB
Classification: Large Quantity Generator
 -- --
Date Received: 20060101
Facility Name: ASH STREET SUB
 -- --
Hazardous Waste Information
 -- --
Waste Code: B003
Waste:
 -- --
Waste Code: X002
Waste: DESCRIPTION
 -- --
Waste Code: D000
Waste: DESCRIPTION
 -- --
Waste Code: B007
Waste:
 -- --
Violation/Evaluation Information
 -- --
Evaluation Start Date: 20141204
Evaluation Agency: S
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Violation Determined Date:
Actual Return to Compliance Date:
Violation Responsible Agency:
Enforcement Action Date:
Enforcement Agency:
Disposition Status Date:
Disposition Status:
Enforcement Type Description:
Proposed Penalty Amount:
Paid Amount:
Final Amount:

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Site: NYSDOT BIN 105080A RAMP DD OVER ONONDAGA CREEK
RTE I-690 OVER ONONDAGA CRK SYRACUSE NY 13202

RCRA LQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000175760
Current Site Name: NYSDOT BIN 105080A RAMP DD OVER ONONDAGA CREEK
Generator Status Universe: Large Quantity Generator
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name: RICHARD S STEELE
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email: RICH.STEELE@DOT.NY.GOV
Location Street 2:

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--
Owner/Operator Information

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--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487363
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:

--
--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:

--
--
Owner/Operator Indicator: CP
Owner/Operator Name: OFFICE OF CONSTRUCTION NYSDOT REGION 3
Owner/Operator Address: US
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 20100514
Date Ended Current:

--
--
Owner/Operator Indicator: CO
Owner/Operator Name: STATE OF NY C/O NYSDOT COMMISSIONER
Owner/Operator Address: 50 WOLF RD ALBANY NY US 12232
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 20100514
Date Ended Current:

NAICS Information

--
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
--
Naics Code: 23721
Naics Description: LAND SUBDIVISION
--

Handler Information

--
Date Received: 20100514
Facility Name: NYSDOT BIN 105080A
Classification: Large Quantity Generator
--
Date Received: 20141027
Facility Name: NYSDOT BIN 105080A RAMP DD OVER ONONDAGA CREEK
Classification: Large Quantity Generator
--

Hazardous Waste Information

--
Waste Code: D008
Waste: LEAD
--

Violation/Evaluation Information

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Site: NYSDOT BIN 1049610
PEDESTRIAN WALK OVER STATE FAIR BLVD AT EXIT 7 OF I-690 GEDDES NY 13209

RCRA LQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000164665
Current Site Name: NYSDOT BIN 1049610
Generator Status Universe: Large Quantity Generator
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, E WASHINGTON ST, DOT REGION 3 CONSTR OFFICE, SYRACUSE, NY, 13202, US
Contact Name: CARL R KOCHERSBERGER
Contact Address: 50, WOLF RD - ENV ANALYSIS NYSDOT, HAZ WASTE SEC POD 4-1, ALBANY, NY, 12232, US
Contact Email: CKOCHERSBERGER@DOT.STATE.NY.US
Location Street 2: FAIR BLVD AT EXIT 7 OF I-690

Owner/Operator Information

--
Owner/Operator Indicator: CP
Owner/Operator Name: OFFICE OF CONSTRUCTION NYSDOT REGION 3
Owner/Operator Address:
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 20090422
Date Ended Current:

--
Owner/Operator Indicator: CO
Owner/Operator Name: STATE OF NY C/O NYSDOT COMMISSIONER
Owner/Operator Address: 50 WOLF RD ALBANY NY US 12232
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 20090422
Date Ended Current:
 --
NAICS Information
 --
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
 --
Handler Information
 --
Date Received: 20090422
Facility Name: NYSDOT BIN 1049610
Classification: Large Quantity Generator
 --
Hazardous Waste Information
 --
Waste Code: D008
Waste: LEAD
 --
Violation/Evaluation Information
 --

Site: NYSDOT BIN 1049590
 PEDESTRAIN WALK 0.4 MI NW OF JCT BET I-690 & RTE 297 OVER GEDDES NY 13209

RCRA LQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000164657
Current Site Name: NYSDOT BIN 1049590
Generator Status Universe: Large Quantity Generator
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, WASHINGTON ST, DOT REGION 3 CONSTR OFFICE, SYRACUSE, NY, 13202, US
Contact Name: CARL R KOCHERSBERGER
Contact Address: 50, WOLF RD - ENV ANALYSIS NYSDOT, HAZ WASTE SEC POD 4-1, ALBANY, NY, 12232, US
Contact Email: CKOCHERSBERGER@DOT.STATE.NY.US
Location Street 2: JCT BET I-690 & RTE 297 OVER

--
Owner/Operator Information
 --
Owner/Operator Indicator: CP
Owner/Operator Name: OFFICE OF CONSTRUCTION NYSDOT REGION 3
Owner/Operator Address:
Owner/Operator Phone:
Owner/Operator Type: S

Date Became Current: 20090422
Date Ended Current: --
 --
Owner/Operator Indicator: CO
Owner/Operator Name: STATE OF NY C/O NYSDOT COMMISSIONER
Owner/Operator Address: 50 WOLF RD ALBANY NY US 12232
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 20090422
Date Ended Current: --
 --
NAICS Information
 --
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
 --
Handler Information
 --
Date Received: 20090422
Facility Name: NYSDOT BIN 1049590
Classification: Large Quantity Generator
 --
Hazardous Waste Information
 --
Waste Code: D008
Waste: LEAD
 --
Violation/Evaluation Information
 --

Site: NYSDOT BIN 1050790 I-690 RAMP DD
 I-690 RAMP DD SYRACUSE NY 13202

RCRA LQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000083352
Current Site Name: NYSDOT BIN 1050790 I-690 RAMP DD
Generator Status Universe: Large Quantity Generator
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name: RICHARD S STEELE
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email: RICH.STEELE@DOT.NY.GOV
Location Street 2:
 --
Owner/Operator Information
 --
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202

Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:
 --

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
 --

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
 --

Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
 --

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487363
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:
 --

NAICS Information
 --
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
 --

Handler Information
 --
Date Received: 20060101
Facility Name: NYSDOT BRIDGE BIN 1050790
 --
Date Received: 20141027
Facility Name: NYSDOT BIN 1050790 I-690 RAMP DD
Classification: Large Quantity Generator
 --
Date Received: 20070101
Facility Name: NYSDOT BRIDGE BIN 1050790
 --
Date Received: 19991217
Facility Name: NYSDOT BRIDGE BIN 1050790
Classification: Large Quantity Generator
 --

Hazardous Waste Information
 --
Waste Code: D000
Waste: DESCRIPTION
 --
Waste Code: D008
Waste: LEAD
 --

Violation/Evaluation Information
 --

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000049833
Current Site Name: NYSDOT BIN 1050840 RAMP CC OVER ONONDAGA CREEK
Generator Status Universe: Large Quantity Generator
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name: RICHARD S STEELE
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email: RICH.STEELE@DOT.NY.GOV
Location Street 2:

--
Owner/Operator Information

--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:
--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3154487342
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202

Owner/Operator Phone: 3154487363
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current: --
NAICS Information
 --
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
 --
Handler Information
 --
Date Received: 20141027
Facility Name: NYSDOT BIN 1050840 RAMP CC OVER ONONDAGA CREEK
Classification: Large Quantity Generator
 --
Date Received: 19980203
Facility Name: NYSDOT BRIDGE BIN 1050840
Classification: Large Quantity Generator
 --
Date Received: 20070101
Facility Name: NYSDOT BRIDGE BIN 1050840
 --
Date Received: 20060101
Facility Name: NYSDOT BRIDGE BIN 1050840
 --
Date Received: 19990714
Facility Name: NYSDOT BRIDGE BIN 1050840
Classification: Small Quantity Generator
 --
Hazardous Waste Information
 --
Waste Code: D008
Waste: LEAD
 --
Waste Code: D000
Waste: DESCRIPTION
 --
Violation/Evaluation Information
 --

Site: ONONDAGA CO CONVENTION CENTER
 S STATE ST SYRACUSE NY 13202

RCRA NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986937431
Current Site Name: ONONDAGA CO CONVENTION CENTER
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 421, MONTGOMERY, CONVENTION CENTER, SYRACUSE, NY, 13202, US

Contact Name:
Contact Address: 421, MONTGOMERY, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--
Owner/Operator Information

--
Owner/Operator Indicator: CP
Owner/Operator Name: COUNTY OF ONONDAGA
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: M
Date Became Current:
Date Ended Current:

--
Owner/Operator Indicator: CO
Owner/Operator Name: COUNTY OF ONONDAGA
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: M
Date Became Current:
Date Ended Current:

--
Owner/Operator Indicator: CO
Owner/Operator Name: COUNTY OF ONONDAGA
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: M
Date Became Current:
Date Ended Current:

--
NAICS Information

--
Naics Code: 23332
Naics Description: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION

--
Handler Information

--
Date Received: 19910123
Facility Name: ONONDAGA CO CONVENTION CENTER
Classification: Large Quantity Generator

--
Date Received: 19920302
Facility Name: ONONDAGA CITY
Classification: Large Quantity Generator

--
Date Received: 20060101
Facility Name: ONONDAGA CO CONVENTION CENTER

--
Date Received: 19990708
Facility Name: ONONDAGA CO CONVENTION CENTER

--
Date Received: 20070101
Facility Name: ONONDAGA CO CONVENTION CENTER

--
Hazardous Waste Information

--
Waste Code: D001
Waste: IGNITABLE WASTE

--
Violation/Evaluation Information

Site: NIAGARA MOHAWK A NATIONAL GRID CO
WASHINGTON ST & E WATER ST MH 1-1 SYRA CUSE NY 13210

RCRA NON GEN

County Name: ONONDAGA
County Code: NY067

EPA Handler ID: NYP000971689
Current Site Name: NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name: LENNY DELVECCHIO
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2: MH 1-1

--
Owner/Operator Information
 --
NAICS Information
 --
Handler Information
 --
Date Received: 20150401
Facility Name: NIAGARA MOHAWK A NATIONAL GRID CO
Classification: Large Quantity Generator
 --
Date Received: 20150630
Facility Name: NIAGARA MOHAWK A NATIONAL GRID CO
 --
Hazardous Waste Information
 --
Violation/Evaluation Information
 --

Site: **INDUSTRIAL PAINTING INC**
I-690 D253040 SYRACUSE NY 13202

RCRA NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986894293
Current Site Name: INDUSTRIAL PAINTING INC
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:

Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 2102, BAYRIDGE PKWY, , BROOKLYN, NY, 11204, US
Contact Name:
Contact Address: 2102, BAYRIDGE PKWY, , BROOKLYN, NY, 11204, US
Contact Email:
Location Street 2:

--
Owner/Operator Information
--
Owner/Operator Indicator: CP
Owner/Operator Name: THOMAS KORINIS
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--
Owner/Operator Indicator: CO
Owner/Operator Name: THOMAS KORINIS
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--
Owner/Operator Indicator: CO
Owner/Operator Name: THOMAS KORINIS
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--
NAICS Information

--
Handler Information

--
Date Received: 19990708
Facility Name: INDUSTRIAL PAINTING INC

--
Date Received: 19900405
Facility Name: INDUSTRIAL PAINTING INC
Classification: Large Quantity Generator

--
Date Received: 20070101
Facility Name: INDUSTRIAL PAINTING INC

--
Date Received: 20060101
Facility Name: INDUSTRIAL PAINTING INC

--
Hazardous Waste Information

--
Waste Code: D000
Waste: DESCRIPTION

--
Violation/Evaluation Information

--
Site: FAYETTE ST SUB
W FAYETTE ST SYRACUSE NY 13204

RCRA NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD980760375

Current Site Name: FAYETTE ST SUB
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--
Owner/Operator Information
 --

Owner/Operator Indicator: CO
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

Owner/Operator Indicator: CO
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

Owner/Operator Indicator: CP
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--
NAICS Information
 --

--
Handler Information
 --

Date Received: 20070101
Facility Name: FAYETTE ST SUB
 --
Date Received: 20060101
Facility Name: FAYETTE ST SUB
 --
Date Received: 19841120
Facility Name: FAYETTE ST SUB
Classification: Large Quantity Generator
 --
Date Received: 19990708
Facility Name: FAYETTE ST SUB
 --

Hazardous Waste Information

-- --
Waste Code: D000
Waste: DESCRIPTION
-- --
Waste Code: X002
Waste: DESCRIPTION
-- --
Violation/Evaluation Information
-- --

Site: **NYSDOT BIN 1008489**
I-87 OVER SALINA ST SYRACUSE NY 13203

RCRA NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986941656
Current Site Name: NYSDOT BIN 1008489
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

-- --
Owner/Operator Information

-- --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current:

Date Ended Current:
 -- --
NAICS Information
 -- --
Naics Code: 23412
Naics Description: BRIDGE AND TUNNEL CONSTRUCTION
 -- --
Handler Information
 -- --
Date Received: 20060101
Facility Name: NYSDOT BIN 1008489
 -- --
Date Received: 20070101
Facility Name: NYSDOT BIN 1008489
 -- --
Date Received: 19910219
Facility Name: NYSDOT BIN 1008489
Classification: Large Quantity Generator
 -- --
Date Received: 19920117
Facility Name: NYSDOT BIN 1008489
 -- --
Date Received: 19920521
Facility Name: NYSDOT
Classification: Large Quantity Generator
 -- --
Hazardous Waste Information
 -- --
Waste Code: D008
Waste: LEAD
 -- --
Waste Code: NONE
Waste: DESCRIPTION
 -- --
Violation/Evaluation Information
 -- --

Site: NIAGARA MOHAWK A NATIONAL GRID CO
 W WASHINGTON ST MH 2-1 SYRACUSE NY 13202

RCRA NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYP000971192
Current Site Name: NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name: LENNY DELVEECHIO
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

--
Owner/Operator Information
 --
NAICS Information
 --
Handler Information
 --
Date Received: 20150626
Facility Name: NIAGARA MOHAWK A NATIONAL GRID CO
 --
Date Received: 20141028
Facility Name: NIAGARA MOHAWK A NATIONAL GRID CO
Classification: Large Quantity Generator
 --
Hazardous Waste Information
 --
Waste Code: B002
Waste:
 --
Violation/Evaluation Information
 --

Site: **SUNOCO SERVICE STATION**
ERIE BLVD E DEWITT NY 13214

RCRA NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD000696062
Current Site Name: SUNOCO SERVICE STATION
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: ERIE BLVD E , DEWITT, NY, 13214, US
Contact Name:
Contact Address: ERIE BLVD E , , DEWITT, NY, 13214, US
Contact Email:
Location Street 2:

--
Owner/Operator Information
 --
Owner/Operator Indicator: CO
Owner/Operator Name: SUN OIL COMPANY OF PENNSYLVANIA
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
 --
Owner/Operator Indicator: CO
Owner/Operator Name: SUN OIL COMPANY OF PENNSYLVANIA

Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
 -- --
Owner/Operator Indicator: CP
Owner/Operator Name: SUN OIL COMPANY OF PENNSYLVANIA
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
 -- --
NAICS Information
 -- --
Handler Information
 -- --
Date Received: 20060101
Facility Name: SUNOCO SERVICE STATION
 -- --
Date Received: 19990708
Facility Name: SUNOCO SERVICE STATION
 -- --
Date Received: 19800818
Facility Name: SUNOCO SERVICE STATION
Classification: Large Quantity Generator
 -- --
Date Received: 20070101
Facility Name: SUNOCO SERVICE STATION
 -- --
Hazardous Waste Information
 -- --
Waste Code: D000
Waste: DESCRIPTION
 -- --
Waste Code: D001
Waste: IGNITABLE WASTE
 -- --
Violation/Evaluation Information
 -- --

Site: BURNET AVENUE SUB
 BURNET AVE SYRACUSE NY 132024298

RCRA NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD980782189
Current Site Name: BURNET AVENUE SUB
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:

Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 132024298, US
Contact Name: CHRIS A READ
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 132024298, US
Contact Email: CHRIS.READ@US.NGRID.COM
Location Street 2:

--
Owner/Operator Information

--
Owner/Operator Indicator: CO
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--
Owner/Operator Indicator: CO
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--
Owner/Operator Indicator: CP
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:

--
NAICS Information

--
Naics Code: 221121
Naics Description: ELECTRIC BULK POWER TRANSMISSION AND CONTROL

--
Handler Information

--
Date Received: 20020319
Facility Name: BURNET AVENUE SUB
Classification: Large Quantity Generator

--
Date Received: 20060101
Facility Name: BURNET AVENUE SUB

--
Date Received: 19841120
Facility Name: BURNET AVE SUB
Classification: Large Quantity Generator

--
Date Received: 19990708
Facility Name: BURNET AVE SUB

--
Date Received: 20070101
Facility Name: BURNET AVENUE SUB

--
Hazardous Waste Information

--
Waste Code: D000
Waste: DESCRIPTION

--
Waste Code: X002
Waste: DESCRIPTION

--
Violation/Evaluation Information

--
Site: NYS DOT BIN 1093351

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD986991321
Current Site Name: NYSDOT BIN 1093351
Generator Status Universe: No Report
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: I-690 WB OVER RAMP FROM 931B, , SYRACUSE, NY, 13209, US
Contact Name:
Contact Address: I-690 WB OVER RAMP FROM 931B, , SYRACUSE, NY, 13209, US
Contact Email:
Location Street 2:

--
Owner/Operator Information
 --

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone: 315428440
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 315428440
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 315428440
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--
NAICS Information
 --

--
Handler Information
 --

Date Received: 19920121
Facility Name: NYSDOT BIN 1093351
Classification: Large Quantity Generator
 --
Date Received: 20070101
Facility Name: NYSDOT BIN 1093351
 --
Date Received: 19921117

Facility Name: NYSDOT BIN 1093351
 --
Date Received: 20060101
Facility Name: NYSDOT BIN 1093351
 --
Hazardous Waste Information
 --
Waste Code: NONE
Waste: DESCRIPTION
 --
Waste Code: D008
Waste: LEAD
 --
Violation/Evaluation Information
 --

Site: **DUNK & BRIGHT WAREHOUSE**
W FAYETTE ST SYRACUSE NY 13202

RCRA SQG

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYR000130716
Current Site Name: DUNK & BRIGHT WAREHOUSE
Generator Status Universe: Small Quantity Generator
Land Type: Private
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: W JEFFERSON ST, , SYRACUSE, NY, 13202, US
Contact Name: MARY M RILEY
Contact Address: US
Contact Email: MM@TWCNY.RR.COM
Location Street 2:

--
Owner/Operator Information
 --
Owner/Operator Indicator: CO
Owner/Operator Name: D&B INDUSTRIES INC
Owner/Operator Address: W JEFFERSON ST SYRACUSE NY US 13202
Owner/Operator Phone:
Owner/Operator Type: P
Date Became Current: 19680920
Date Ended Current:
 --
Owner/Operator Indicator: CO
Owner/Operator Name: D & B INDUSTRIES INC
Owner/Operator Address: US
Owner/Operator Phone:
Owner/Operator Type: P
Date Became Current: 20050214
Date Ended Current:
 --
Owner/Operator Indicator: CP

Owner/Operator Name: D & B INDUSTRIES INC
Owner/Operator Address: US
Owner/Operator Phone:
Owner/Operator Type: P
Date Became Current: 20050214
Date Ended Current:
 --
Owner/Operator Indicator: CP
Owner/Operator Name: NO NAME FOUND
Owner/Operator Address: US
Owner/Operator Phone:
Owner/Operator Type: P
Date Became Current: 19680920
Date Ended Current:
 --
Owner/Operator Indicator: CP
Owner/Operator Name: D&B INDUSTRIES, INC
Owner/Operator Address: US
Owner/Operator Phone:
Owner/Operator Type: P
Date Became Current: 19680920
Date Ended Current:
 --
NAICS Information
 --
Naics Code: 45291
Naics Description: WAREHOUSE CLUBS AND SUPERCENTERS
 --
Naics Code: 53112
Naics Description: LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)
 --
Handler Information
 --
Date Received: 20050217
Facility Name: DUNK & BRIGHT WAREHOUSE
Classification: Large Quantity Generator
 --
Date Received: 20070101
Facility Name: DUNK & BRIGHT WAREHOUSE
Classification: Small Quantity Generator
 --
Date Received: 20060111
Facility Name: DUNK & BRIGHT WAREHOUSE
Classification: Large Quantity Generator
 --
Date Received: 20060112
Facility Name: DUNK & BRIGHT WAREHOUSE
 --
Hazardous Waste Information
 --
Waste Code: D040
Waste: TRICHLOROETHYLENE
 --
Waste Code: D001
Waste: IGNITABLE WASTE
 --
Waste Code: D008
Waste: LEAD
 --
Waste Code: F002
Waste: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
 --
Violation/Evaluation Information
 --

Site: NYSDOT BIN 1050001 930B WEST GENESEE STREET
W GENESEE ST SYRACUSE NY 13206

RCRA TSD

County Code: NY067
County Name: ONONDAGA
EPA Handler ID: NYD986885689
Current Site Name: NYSDOT BIN 1050001 930B WEST GENESEE STREET
Generator Status Universe: Large Quantity Generator
Land Type: State
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: Yes
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name: RICHARD S STEELE
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email: RICH.STEELE@DOT.NY.GOV
Location Street 2:

--
Owner/Operator Information

--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487363
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:

--
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current:
Date Ended Current:

--
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:

--
Owner/Operator Indicator: CO

Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
 -- --
NAICS Information
 -- --
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
 -- --
Handler Information
 -- --
Date Received: 20060101
Facility Name: NYSDOT BIN 1050001 D252885
 -- --
Date Received: 19891122
Facility Name: NYSDOT BIN 1050001 D252885
 -- --
Date Received: 20141027
Facility Name: NYSDOT BIN 1050001 930B WEST GENESEE STREET
Classification: Large Quantity Generator
 -- --
Date Received: 20070101
Facility Name: NYSDOT BIN 1050001 D252885
 -- --
Hazardous Waste Information
 -- --
Waste Code: D008
Waste: LEAD
 -- --
Waste Code: D000
Waste: DESCRIPTION
 -- --
Violation/Evaluation Information
 -- --

Site: **NIAGARA MOHAWK /NM HQ**
ERIE BOULEVARD WEST SYRACUSE NY 13202

[SEMS ARCHIVE](#)

Site ID:	0202171	FIPS Code:	36067
EPA ID:	NYD980664247	Cong District:	33
NPL:	Not on the NPL	County:	ONONDAGA
Federal Facility:	No	Region:	02
Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information		

Site: **ROCKWELL PLANT SITE**
MARCELLUS STREET SYRACUSE NY 13202

[SEMS ARCHIVE](#)

Site ID:	0202364	FIPS Code:	36067
EPA ID:	NYD981561053	Cong District:	27
NPL:	Not on the NPL	County:	ONONDAGA
Federal Facility:	No	Region:	02
Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information		

Site: **Onondaga Lake Dredge Spoil Areas**
Route I-690 Geddes NY 13209

[SHWS](#)

Site Code:	57166	Record Update:	2013-10-25 13:27:00
Site Class:	N	Updated By:	DJHESLER
Program:	HW	County:	Onondaga
Hw Code:	734082	Region:	7
SWIS:	3432	Town:	Geddes
Acres:		Latitude:	

Record Added: 2003-04-04 09:37:00

Longitude:

Site Class Description:

Assess DOH:

DESCRIPTION:

The site is along the northwest shore of Onondaga Lake between Ninemile Creek and the Lake outlet. It consists of nineteen shallow basins (constructed with earthen berms) or filled basins along the lakeshore. The basins which are not filled are shallow and several are wooded or filled with cattails. The basins were created to receive dredged material from the Ninemile Creek delta and other lake sediments in the late 1960's. Additionally, other fill was placed within the basins. The site is currently used as a recreational area and has a trail system that is maintained by Onondaga County for biking, walking and cross country skiing.

ASSESSMENT:

A PSA was conducted and a data report was submitted by Honeywell. The site consists of 19 basins which were created to hold dredge spoils from Onondaga Lake in the 1960's. Most of the basins were never filled or were partially filled with dredge spoils or other fill material. The three basins closest to Nine Mile Creek contain dredge spoils from the Nine Mile Creek delta and contain elevated levels of mercury at depths between four and ten feet below grade. The sampling of the remaining basins detected only a few contaminants that were slightly above background. Nine monitoring wells were installed. Sampling results from these wells confirm that site groundwater is not impacted. It was determined that the site does not pose a significant threat to the environment.

Owner

-- --
Site Code: 57166
HW Code: 734082
Owner Op.: 01
Seq No.: 0000001
Sub Type: C01
Owner Name: David Coburn
Owner Company: Onondaga County
Owner Street: 421 Montgomery St
Owner Street 2:
Owner City: Syracuse
Owner State: NY
Owner Zip: 13202
Country: United States of America
-- --

Appendix: Database Descriptions

Environmental Risk Information Services (ERIS) can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to ERIS at the time of update. ERIS updates databases as set out in ASTM Standard E1527-13, Section 8.1.8 Sources of Standard Source Information:

"Government information from nongovernmental sources may be considered current if the source updates the information at least every 90 days, or, for information that is updated less frequently than quarterly by the government agency, within 90 days of the date the government agency makes the information available to the public."

Standard Environmental Record Sources

Federal

National Priority List:

NPL

National Priorities List (Superfund)-NPL: EPA's (United States Environmental Protection Agency) list of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. The NPL, which EPA is required to update at least once a year, is based primarily on the score a site receives from EPA's Hazard Ranking System. A site must be on the NPL to receive money from the Superfund Trust Fund for remedial action.

Government Publication Date: Nov 7, 2016

National Priority List - Proposed:

PROPOSED NPL

Includes sites proposed (by the EPA, the state, or concerned citizens) for addition to the NPL due to contamination by hazardous waste and identified by the Environmental Protection Agency (EPA) as a candidate for cleanup because it poses a risk to human health and/or the environment.

Government Publication Date: Nov 7, 2016

Deleted NPL:

DELETED NPL

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Government Publication Date: Nov 7, 2016

SEMS List 8R Active Site Inventory:

SEMS

The Superfund Program has deployed the Superfund Enterprise Management System (SEMS), which integrates multiple legacy systems into a comprehensive tracking and reporting tool. This inventory contains active sites evaluated by the Superfund program that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The Active Site Inventory Report displays site and location information at active SEMS sites. An active site is one at which site assessment, removal, remedial, enforcement, cost recovery, or oversight activities are being planned or conducted.

Government Publication Date: Aug 5, 2016

SEMS List 8R Archive Sites:

SEMS ARCHIVE

The Superfund Enterprise Management System (SEMS) Archived Site Inventory displays site and location information at sites archived from SEMS. An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time.

Government Publication Date: Aug 5, 2016

Comprehensive Environmental Response, Compensation and Liability Information System -

CERCLIS

CERCLIS:

Superfund is a program administered by the United States Environmental Protection Agency (EPA) to locate, investigate, and clean up the worst hazardous waste sites throughout the United States. CERCLIS is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The EPA administers the Superfund program in cooperation with individual states and tribal governments; this database is made available by the EPA.

Government Publication Date: Oct 25, 2013

CERCLIS - No Further Remedial Action Planned:

[CERCLIS NFRAP](#)

An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. The Archive designation means that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Government Publication Date: Oct 25, 2013

CERCLIS Liens:

[CERCLIS LIENS](#)

A Federal Superfund lien exists at any property where EPA has incurred Superfund costs to address contamination ("Superfund site") and has provided notice of liability to the property owner. A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Jan 30, 2014

RCRA CORRACTS-Corrective Action:

[RCRA CORRACTS](#)

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. At these sites, the Corrective Action Program ensures that cleanups occur. EPA and state regulators work with facilities and communities to design remedies based on the contamination, geology, and anticipated use unique to each site.

Government Publication Date: Sep 6, 2016

RCRA non-CORRACTS TSD Facilities:

[RCRA TSD](#)

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. This database includes Non-Corrective Action sites listed as treatment, storage and/or disposal facilities of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA).

Government Publication Date: Sep 6, 2016

RCRA Generator List:

[RCRA LQG](#)

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Large Quantity Generators (LQGs) generate 1,000 kilograms per month or more of hazardous waste or more than one kilogram per month of acutely hazardous waste.

Government Publication Date: Sep 6, 2016

RCRA Small Quantity Generators List:

[RCRA SQG](#)

RCRA Info is the EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Small Quantity Generators (SQGs) generate more than 100 kilograms, but less than 1,000 kilograms, of hazardous waste per month.

Government Publication Date: Sep 6, 2016

RCRA Conditionally Exempt Small Quantity Generators List:

[RCRA CESQG](#)

RCRA Info is the EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Conditionally Exempt Small Quantity Generators (CESQG) generate 100 kilograms or less per month of hazardous waste or one kilogram or less per month of acutely hazardous waste.

Government Publication Date: Sep 6, 2016

RCRA Non-Generators:

[RCRA NON GEN](#)

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Non-Generators do not presently generate hazardous waste.

Government Publication Date: Sep 6, 2016

Federal Engineering Controls-ECs:

FED ENG

Engineering controls (ECs) encompass a variety of engineered and constructed physical barriers (e.g., soil capping, sub-surface venting systems, mitigation barriers, fences) to contain and/or prevent exposure to contamination on a property. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Jan 20, 2016

Federal Institutional Controls- ICs:

FED INST

Institutional controls are non-engineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Although it is EPA's (United States Environmental Protection Agency) expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable, ICs play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use and guide human behavior at a site.

Government Publication Date: Jan 20, 2016

Emergency Response Notification System:

ERNS 1982 TO 1986

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1982-1986

Emergency Response Notification System:

ERNS 1987 TO 1989

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1987-1989

Emergency Response Notification System:

ERNS

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Oct 7, 2015

The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database:

FED BROWNFIELDS

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Jul 14, 2016

FEMA Underground Storage Tank Listing:

FEMA UST

The Federal Emergency Management Agency (FEMA) of the Department of Homeland Security maintains a list of FEMA owned underground storage tanks.

Government Publication Date: Apr 19, 2016

State

Registry of Inactive Hazardous Waste Disposal Sites in New York State:

SHWS

State-and tribal- equivalent CERCLIS. State Superfund Program (Inactive Hazardous Waste Disposal Site Remedial Program) (IHWS) - Oversees the identification, investigation and cleanup of sites where consequential amounts of hazardous waste exist. These sites go through a process of investigation, evaluation, cleanup and monitoring that has several distinct stages. This list is made available by New York State Department of Environmental Conservation's State Superfund Program.

Government Publication Date: Aug 10, 2016

Delisted Registry of Inactive Hazardous Waste Disposal Sites in New York:

DSHW

This database contains a Registry of Inactive Hazardous Waste Disposal sites which have been removed from New York Department of Environmental Conservation's Environmental Site Remediation database.

Government Publication Date: Aug 10, 2016

Vapor Intrusion Legacy Site List:

VAPOR

New York is currently re-evaluating previous assumptions and decisions regarding the potential for soil vapor intrusion exposures at sites. As a result, all past, current, and future contaminated sites will be evaluated to determine whether these sites have the potential for exposures related to soil vapor intrusion. This list is made available by Department of Environmental Conservation's Vapor Intrusion Legacy Site List. This database is state equivalent CERCLIS.

Government Publication Date: Jun 08, 2016

Solid Waste Facilities and Landfills:

SWF/LF

Solid Waste Information Management System (SWIMS) is an inventory containing active and inactive facilities throughout the state. This list is made available by Department of Environmental Conservation's Solid Waste Information Management System (SWIMS).

Government Publication Date: Oct 04, 2016

Leaking Storage Tanks:

LEAKING TANKS

This database contains records of chemical and petroleum spill incidents. They include leaking aboveground storage tanks or leaking underground storage tanks, with incidents of tank test failures, tank failures and tank overflow. This list is made available by New York State Department of Environmental Conservation's Spill Response Program.

Government Publication Date: Sep 21, 2016

Delisted Leaking Storage Tanks:

DLST

List of Leaking Storage Tank sites which has been removed from New York Department of Environmental Conservation's Spill Response Program

Government Publication Date: Sep 21, 2016

Underground Storage Tanks- UST-Petroleum Bulk Storage (PBS):

UST

Facilities within the Petroleum Bulk Storage (PBS) that have underground storage tanks. Underground petroleum storage facilities with a combined storage capacity over eleven hundred (1,100) gallons. This list is made available by New York Department of Environmental Conservation's Environmental Site Database Search.

Government Publication Date: Sep 21, 2016

The Bulk Storage Program Database - AST:

AST

Facilities within the Petroleum Bulk Storage (PBS) that have aboveground storage tanks. Aboveground petroleum storage facilities with a combined storage capacity over eleven hundred (1,100) gallons. This list is made available by New York State Department of Environmental conservation's Petroleum Bulk Storage (PBS) program.

Government Publication Date: Sep 21, 2016

Delisted Storage Tanks:

DELISTED TANKS

List of Storage Tank sites which has been removed from New York Department of Environmental Conservation's Environmental Site Database.

Government Publication Date: Sep 21, 2016

Petroleum Bulk Storage:

TANKS

The Bulk Storage Program Database maintains the registrations of active and inactive bulk storage sites statewide. This database includes Petroleum Bulk Storage (PBS) tanks where no information is available on whether they are ASTs or USTs. This list is made available by Department of Environmental Conservation's Petroleum Bulk Storage (PBS) program.

Government Publication Date: Sep 21, 2016

Chemical Bulk Storage (CBS):

CBS

Facilities that store regulated hazardous substances in underground tanks . "Hazardous substance" means any substance listed as hazardous or acutely hazardous in 6 NYCRR Part 597 or a mixture thereof. This list is made available by Department of Environmental Conservation's Chemical Bulk Storage (CBS) Program.

Government Publication Date: Sep 21, 2016

Major Oil Storage Facilities (MOSF):

MOSF

In 1977, the New York State Legislature passed the "Oil Spill Prevention, Control and Compensation Act" (Article 12 of the Navigation Law). This law regulates all oil terminals and transport vessels operating in the waters of the State which have a storage capacity of 400,000 gallons or more. (Terminals and vessels with a capacity of 400,000 gallons or more are commonly referred to as major oil storage facilities or MOSFs). This list is made available by Department of Environmental Conservation's Major Oil Storage Facility (MOSF) Program.

Government Publication Date: Sep 21, 2016

Registry of Engineering Controls in New York State:

NY ENG

Registry of Engineering Controls in New York State taken from the Environmental Site Remediation Database.

Government Publication Date: Aug 10, 2016

Registry of Institutional Controls in New York State:

NY INST

Registry of Institutional Controls in New York State taken from the Environmental Site Remediation Database.

Government Publication Date: Aug 10, 2016

Voluntary Cleanup Agreements:

VCP

New York established its Voluntary Cleanup Program (VCP) to address the environmental, legal and financial barriers that often hinder the redevelopment and reuse of contaminated properties. The Voluntary Cleanup Program was developed to enhance private sector cleanup of brownfields by enabling parties to remediate sites using private rather than public funds and to reduce the development pressures on "greenfield" sites. This list is made available by Department of Environmental Conservation's Voluntary Cleanup Program.

Government Publication Date: Aug 10, 2016

Environmental Restoration Program Listing:

ERP

Environmental Restoration Program - Provides municipalities with financial assistance for site investigation and remediation at eligible brownfield sites. In an effort to spur the cleanup and redevelopment of brownfields, New Yorkers approved a \$200 million Environmental Restoration Fund as part of the \$1.75 billion Clean Water/Clean Air Bond Act of 1996 (Bond Act). Under the Environmental Restoration Program, the State provides grants to municipalities to reimburse up to 90 percent of on-site eligible costs and 100% of off-site eligible costs for site investigation and remediation activities. This list is made available by Department of Environmental Conservation's Environmental Restoration Program.

Government Publication Date: Aug 10, 2016

Brownfields Site List (Subset of Site Remediation):

BROWNFIELDS

Brownfield Cleanup Program was developed to enhance private-sector cleanups of brownfields and to reduce development pressure on "Greenfields". A Brownfield site is real property, the redevelopment or reuse of which may be complicated by the presence or potential presence of a contaminant. Contaminants include hazardous waste and/or petroleum. This list is made available by Department of Environmental Conservation's Brownfield Cleanup Program.

Government Publication Date: Aug 10, 2016

Tribal

Leaking Underground Storage Tanks (LUSTs) on Tribal/Indian Lands:

INDIAN LUST

LUSTs on Tribal/Indian Lands in Region 2, which includes New York and New Jersey. There are no LUST records in New York at this time.

Government Publication Date: Jan 28, 2016

Underground Storage Tanks (USTs) on Indian Lands:

INDIAN UST

USTs on Tribal/Indian Lands in Region 2, which includes New York and New Jersey.

Government Publication Date: Jan 31, 2016

Delisted Tribal Leaking Storage Tanks:

DELISTED ILST

Leaking Underground Storage Tank facilities which have been removed from the Regional Tribal LUST lists made available by the EPA.

Government Publication Date: Apr 06, 2016

Delisted Tribal Underground Storage Tanks:

DELISTED IUST

Underground Storage Tank facilities which have been removed from the Regional Tribal UST lists made available by the EPA.

Government Publication Date: Apr 06, 2016

County

Cortland County Storage Tanks:

CORTLAND TANKS

Listing of aboveground and underground storage tanks in Cortland County. *NYSDEC does not maintain the PBS registration records for this county.

Government Publication Date: Jul 29, 2016

Nassau County Storage Tanks:

[NASSAU TANKS](#)

Listing of aboveground and underground storage tanks in Nassau County. This database does not include tanks of gasoline, diesel and kerosene.

*NYSDEC does not maintain the PBS registration records for this county.

Government Publication Date: Apr 22, 2016

Rockland Storage Tanks:

[ROCKLAND TANKS](#)

Listing of aboveground and underground storage tanks in Rockland County. *NYSDEC does not maintain the PBS registration records for this county.

Government Publication Date: Nov 14, 2016

Suffolk Storage Tanks:

[SUFFOLK TANKS](#)

Listing of aboveground and underground storage tanks in Suffolk County. *NYSDEC does not maintain the PBS registration records for this county.

Government Publication Date: Mar 3, 2015

Westchester Storage Tanks:

[WSTCHST TANKS](#)

Listing of aboveground and underground storage tanks in Westchester County.

*NYSDEC does not maintain the PBS registration records for this county.

Government Publication Date: May 16, 2016

Delisted County Records:

[DELISTED COUNTY](#)

Records removed from county databases. Records may be removed from the county lists made available by the respective county departments because they are inactive, or because they have been deemed to be below reportable thresholds.

Government Publication Date: Nov 14, 2016

Additional Environmental Record Sources

Federal

Facility Registry Service/Facility Index:

[FINDS/FRS](#)

The US Environmental Protection Agency (EPA)'s Facility Registry System (FRS) is a centrally managed database that identifies facilities, sites or places subject to environmental regulations or of environmental interest. FRS creates high-quality, accurate, and authoritative facility identification records through rigorous verification and management procedures that incorporate information from program national systems, state master facility records, data collected from EPA's Central Data Exchange registrations and data management personnel.

Government Publication Date: Mar 9, 2016

Toxics Release Inventory (TRI) Program:

[TRIS](#)

The EPA's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of over 650 toxic chemicals from thousands of U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment. One of TRI's primary purposes is to inform communities about toxic chemical releases to the environment.

Government Publication Date: Dec 31, 2014

Hazardous Materials Information Reporting System:

[HMIRS](#)

US DOT - Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) Incidents Reports Database taken from Hazmat Intelligence Portal, U.S. Department of Transportation.

Government Publication Date: Sep 08, 2016

National Clandestine Drug Labs:

[NCDL](#)

The U.S. Department of Justice ("the Department") provides this data as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy.

Government Publication Date: Sep 12, 2016

Inventory of Open Dumps, June 1985:

[ODI](#)

The Resource Conservation and Recovery Act (RCRA of the Act) provides for publication of an inventory of open dumps. The Act defines "open dumps" as facilities which do not comply with EPA's "Criteria for Classification of Solid Waste Disposal Facilities and Practices" (40 CFR 257).

Government Publication Date: Jun 1985

EPA Report on the Status of Open Dumps on Indian Lands:

IODI

Public Law 103-399, The Indian Lands Open Dump Cleanup Act of 1994, enacted October 22, 1994, identified congressional concerns that solid waste open dump sites located on American Indian or Alaska Native (AI/AN) lands threaten the health and safety of residents of those lands and contiguous areas. The purpose of the Act is to identify the location of open dumps on Indian lands, assess the relative health and environment hazards posed by those sites, and provide financial and technical assistance to Indian tribal governments to close such dumps in compliance with Federal standards and regulations or standards promulgated by Indian Tribal governments or Alaska Native entities.

Government Publication Date: Dec 31, 1998

Toxic Substances Control Act:

TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The CDR enables EPA to collect and publish information on the manufacturing, processing, and use of commercial chemical substances and mixtures (referred to hereafter as chemical substances) on the TSCA Chemical Substance Inventory (TSCA Inventory). This includes current information on chemical substance production volumes, manufacturing sites, and how the chemical substances are used. This information helps the Agency determine whether people or the environment are potentially exposed to reported chemical substances. EPA publishes submitted CDR data that is not Confidential Business Information (CBI).

Government Publication Date: Jun 30, 2014

Hist TSCA:

HIST TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The 2006 IUR data summary report includes information about chemicals manufactured or imported in quantities of 25,000 pounds or more at a single site during calendar year 2005. In addition to the basic manufacturing information collected in previous reporting cycles, the 2006 cycle is the first time EPA collected information to characterize exposure during manufacturing, processing and use of organic chemicals. The 2006 cycle also is the first time manufacturers of inorganic chemicals were required to report basic manufacturing information.

Government Publication Date: 2006

FTTS Administrative Case Listing:

FTTS ADMIN

An administrative case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

FTTS Inspection Case Listing:

FTTS INSP

An inspection case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

Potentially Responsible Parties List:

PRP

Early in the cleanup process, the Environmental Protection Agency (EPA) conducts a search to find the potentially responsible parties (PRPs). EPA looks for evidence to determine liability by matching wastes found at the site with parties that may have contributed wastes to the site.

Government Publication Date: Nov 12, 2013

State Coalition for Remediation of Drycleaners Listing:

SCRD DRYCLEANER

The State Coalition for Remediation of Drycleaners (SCRD) was established in 1998, with support from the U.S. Environmental Protection Agency (EPA) Office of Superfund Remediation and Technology Innovation. Coalition members are states with mandated programs and funding for drycleaner site remediation. Current members are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Government Publication Date: Sep 1, 2016

Integrated Compliance Information System (ICIS):

ICIS

The Integrated Compliance Information System (ICIS) is a system that provides information for the Federal Enforcement and Compliance (FE&C) and the National Pollutant Discharge Elimination System (NPDES) programs. The FE&C component supports the Environmental Protection Agency's (EPA) Civil Enforcement and Compliance program activities. These activities include Compliance Assistance, Compliance Monitoring and Enforcement. The NPDES program supports tracking of NPDES permits, limits, discharge monitoring data and other program reports.

Government Publication Date: May 24, 2016

Drycleaner Facilities:

FED DRYCLEANERS

A list of drycleaner facilities from the Integrated Compliance Information System (ICIS). The Environmental Protection Agency (EPA) tracks facilities that possess NAIC and SIC codes that classify businesses as drycleaner establishments.

Government Publication Date: Sep 14, 2016

Delisted Drycleaner Facilities:

DELISTED FED DRY

List of sites removed from the list of Drycleaner Facilities (sites in the EPA's Integrated Compliance Information System (ICIS) with NAIC or SIC codes identifying the business as a drycleaner establishment).

Government Publication Date: Sep 14, 2016

Formerly Used Defense Sites:

FUDS

Formerly Used Defense Sites (FUDS) are properties that were formerly owned by, leased to, or otherwise possessed by and under the jurisdiction of the Secretary of Defense prior to October 1986, where the Department of Defense (DoD) is responsible for an environmental restoration. This list is published by the U.S. Army Corps of Engineers.

Government Publication Date: Dec 31, 2013

Material Licensing Tracking System (MLTS):

MLTS

A list of sites that store radioactive material subject to the Nuclear Regulatory Commission (NRC) licensing requirements. This list is maintained by the NRC. As of September 2016, the NRC no longer releases location information for sites. Site locations were last received in July 2016.

Government Publication Date: Sep 13, 2016

Historic Material Licensing Tracking System (MLTS) sites:

HIST MLTS

A historic list of sites that have inactive licenses and/or removed from the Material Licensing Tracking System (MLTS). In some cases, a site is removed from the MLTS when the state becomes an "Agreement State". An Agreement State is a State that has signed an agreement with the Nuclear Regulatory Commission (NRC) authorizing the State to regulate certain uses of radioactive materials within the State.

Government Publication Date: Jan 31, 2010

Mines Master Index File:

MINES

The Master Index File (MIF) contains mine identification numbers issued by the Department of Labor Mine Safety and Health Administration (MSHA) for mines active or opened since 1971. Note that addresses may or may not correspond with the physical location of the mine itself.

Government Publication Date: Feb 19, 2016

Alternative Fueling Stations:

ALT FUELS

List of alternative fueling stations made available by the US Department of Energy's Office of Energy Efficiency & Renewable Energy. Includes Biodiesel stations, Ethanol (E85) stations, Liquefied Petroleum Gas (Propane) stations, Ethanol (E85) stations, Natural Gas stations, Hydrogen stations, and Electric Vehicle Supply Equipment (EVSE). The National Renewable Energy Laboratory (NREL) obtains information about new stations from trade media, Clean Cities coordinators, a Submit New Station form on the Station Locator website, and through collaborating with infrastructure equipment and fuel providers, original equipment manufacturers (OEMs), and industry groups.

Government Publication Date: Nov 3, 2016

State

Spill Incidents Database:

NY SPILLS

Spill Incidents Database has records dating back to 1978. This database contains records of chemical and petroleum spill incidents. The DEC Spill Response program receives and compiles reports of hazardous material spills occurring anywhere in New York State. These reports are submitted through the Spill Hotline and other mechanisms, and entered by DEC spill response staff into the state's official data base of Spill Incidents Reports. This list is made available by New York State Department of Environmental Conservation's Spill Response Program.

Government Publication Date: Sep 21, 2016

Registered Dry Cleaner Facilities:

DRYCLEANERS

The Division of Air Resources of the Department of Environmental Conservation (DEC) tracks all registered dry cleaner facilities.

Government Publication Date: Nov 10, 2016

Tribal

No Tribal additional environmental record sources available for this State.

County

New York City E-Designated Sites:

E DESIGNATION

List of sites with an E-Designation - a NYC zoning map designation that indicates the presence of an environmental requirement pertaining to potential hazardous materials contamination, window/wall noise attenuation, or air quality impacts on a particular tax lot. The New York City Office of Environmental Remediation administers the E-Designation Environmental Review Program to avoid significant adverse impacts to human health or the environment through exposure to these hazards.

Government Publication Date: Mar 31, 2016



NYSDEC SPILL REPORT FORM



DEC REGION: 7 SPILL NUMBER: 0007349
 SPILL NAME: THE HAROLD COMPANY DEC LEAD: CXROSSI

CALLER NAME: MICHAEL STERN NOTIFIER'S NAME: MICHAEL STERN
 CLR'S AGENCY: THE HAROLD COMPANY NOTIFIER'S AGENCY: THE HAROLD COMPANY
 CALLER'S PHONE: (315) 470-2224 NOTIFIER'S PHONE: (315) 470-2224

SPILL DATE: 09/22/2000 SPILL TIME: 3:30 pm
 CALL RECEIVED DATE: 09/22/2000 RECEIVED TIME: 3:42 pm

SPILL LOCATION

PLACE: THE HAROLD COMPANY COUNTY: Onondaga
 STREET: 101 NORTH SALINA ST TOWN/CITY: Syracuse (c)
 COMMUNITY: SYRACUSE
 CONTACT: MICHAEL STERN CONTACT PHONE: (315) 470-2224

CONT. FACTOR: Other SPILL REPORTED BY: Affected Persons
 FACILITY TYPE: Institutional, Educational, Gov., Other WATERBODY: _____

CALLER REMARKS:

UPON CONSTRUCTION OF ADDITIONAL BUILDING FOR NEWS PAPER COMPANY
 AN ABANDONDED TANK WAS EXCAVATED-TANK WAS PUNCTURED ACCIDENTALLY
 AND MAY HAVE LEAKED UNKNOWN OIL ONTO DIRT. POTENTIAL SPILL IS
 CURRENTLY BEING INVESTIGATED

<u>MATERIAL</u>	<u>CLASS</u>	<u>SPILLED</u>	<u>RECOVERED</u>	<u>RESOURCES AFFECTED</u>
unknown petroleum	Petroleum	0 G	0 G	Soil,

POTENTIAL SPILLERS

<u>COMPANY</u>	<u>ADDRESS</u>	<u>CONTACT</u>
SYRACUSE NEWSPAPERS	CLINTON SQ (PO BOX 4915) SYRACUSE NY	MICHAEL STERN (315) 470-2224

<u>Tank Number</u>	<u>Tank Size</u>	<u>Test Method</u>	<u>Leak Rate</u>	<u>Gross Failure</u>
--------------------	------------------	--------------------	------------------	----------------------

DEC REMARKS:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was "CTR"
 confirmation tclp soil samples show xylene at 5 ppb, 1,2,4trimethylbenzene at 6ppb. brazell advies close mot meeting standards.

PIN T & A COST CENTER



NYSDEC SPILL REPORT FORM



DEC REGION: 7 **SPILL NUMBER:** 0007349
SPILL NAME: THE HAROLD COMPANY **DEC LEAD:** CXROSSI

CLASS: B3 **CLOSE DATE:** 02/21/2001 **MEETS STANDARDS:** False



Department of
Environmental
Conservation

Bulk Storage Database Search Details

Facility Information

Site No.: 7-459321

Status: Unregulated/Closed

Expiration Date: 08/23/2003

Site Type: PBS

Site Name: THE HERALD COMPANY

Address: CLINTON SQUARE

Locality: SYRACUSE

State: NY

Zipcode: 13202

County: Onondaga

Owner(s) Information

Facility Owner: THE HERALD COMPANY

CLINTON SQUARE . SYRACUSE , NY. 13202

Mail Contact: THE HERALD COMPANY

CLINTON SQUARE . SYRACUSE , NY. 13202

Tank Information

5 Tanks Found

Tank No	Tank Location	Status	Capacity (Gal.)
001	Underground including vaulted with no access for inspection	Closed - Removed	10000
002	Underground including vaulted with no access for inspection	Closed - Removed	10000
003	Underground including vaulted with no access for inspection	Closed - Removed	10000
004	Underground including vaulted with no access for inspection	Closed - Removed	1000
005	Underground including vaulted with no access for inspection	Closed - Removed	500

[Refine This Search](#)



Department of
Environmental
Conservation

Bulk Storage Database Search Details

Tank Information

[Next Tank](#)[Last Tank](#)

Site No: 7-459321

Site Name: THE HERALD COMPANY

Tank No: 001

Tank Location: Underground including vaulted with no access for inspection

Tank Status: Closed - Removed

Tank Install Date: 12/01/1973

Tank Closed Date: 07/01/1998

Tank Capacity: 10000 gal.

Product Stored: gasoline

Percentage: 100%

Tank Type: 01 - Steel/Carbon Steel/Iron

Tank Internal Protection: None

Tank External Protection: None

Tank Secondary Containment: None

Tank Leak Detection: In-Tank System (ATG)

Overfill: None

Spill Prevention: None

Dispenser: Suction Dispenser

Pipe Location: No Piping

Pipe Type: Steel/Carbon Steel/Iron

Pipe External Protection: None

Piping Secondary Containment: None

Piping Leak Detection: None

Tank Next Test Due:

Tank Last Test: 02/01/1993

Tank Test Method: Horner EZ Check I or II

[Refine This Search](#)[Return To Facility](#)



Department of
Environmental
Conservation

Bulk Storage Database Search Details

Tank Information

[First Tank](#)[Previous Tank](#)[Next Tank](#)[Last Tank](#)

Site No: 7-459321

Site Name: THE HERALD COMPANY

Tank No: 002

Tank Location: Underground including vaulted with no access for inspection

Tank Status: Closed - Removed

Tank Install Date: 12/01/1973

Tank Closed Date: 07/01/1998

Tank Capacity: 10000 gal.

Product Stored: gasoline

Percentage: 100%

Tank Type: 01 - Steel/Carbon Steel/Iron

Tank Internal Protection: None

Tank External Protection: None

Tank Secondary Containment: None

Tank Leak Detection: In-Tank System (ATG)

Overfill: None

Spill Prevention: None

Dispenser: Suction Dispenser

Pipe Location: No Piping

Pipe Type: Steel/Carbon Steel/Iron

Pipe External Protection: None

Piping Secondary Containment: None

Piping Leak Detection: None

Tank Next Test Due:

Tank Last Test: 02/01/1993

Tank Test Method: Horner EZ Check I or II

[Refine This Search](#)[Return To Facility](#)



Department of
Environmental
Conservation

Bulk Storage Database Search Details

Tank Information

[First Tank](#)[Previous Tank](#)[Next Tank](#)[Last Tank](#)

Site No: 7-459321

Site Name: THE HERALD COMPANY

Tank No: 003

Tank Location: Underground including vaulted with no access for inspection

Tank Status: Closed - Removed

Tank Install Date: 07/01/1998

Tank Closed Date: 09/22/2000

Tank Capacity: 10000 gal.

Product Stored: empty

Percentage: 100%

Tank Type: 08 - Equivalent Technology

Tank Internal Protection: None

Tank External Protection: Jacketed

Tank Secondary Containment: Double-Walled (Underground)

Tank Leak Detection: Interstitial - Electronic Monitoring

Overfill: Automatic Shut-Off

Spill Prevention: Catch Basin

Dispenser: Suction Dispenser

Pipe Location: Underground/On-ground

Pipe Type: Equivalent Technology

Pipe External Protection: Jacketed

Piping Secondary Containment: None

Piping Leak Detection: None

Tank Next Test Due:

Tank Last Test:

Tank Test Method: Testing Not Required

[Refine This Search](#)[Return To Facility](#)



Department of
Environmental
Conservation

Bulk Storage Database Search Details

Tank Information

[First Tank](#)[Previous Tank](#)[Next Tank](#)[Last Tank](#)

Site No: 7-459321

Site Name: THE HERALD COMPANY

Tank No: 004

Tank Location: Underground including vaulted with no access for inspection

Tank Status: Closed - Removed

Tank Install Date:

Tank Closed Date: 09/22/2000

Tank Capacity: 1000 gal.

Product Stored: other

Percentage: 100%

Tank Type: 01 - Steel/Carbon Steel/Iron

Tank Internal Protection: None

Tank External Protection: None

Tank Secondary Containment: None

Tank Leak Detection: None

Overfill: None

Spill Prevention: None

Dispenser: None

Pipe Location: No Piping

Pipe Type: No Piping

Pipe External Protection: None

Piping Secondary Containment: None

Piping Leak Detection: None

Tank Next Test Due:

Tank Last Test:

Tank Test Method: Testing Not Required

[Refine This Search](#)[Return To Facility](#)



Department of
Environmental
Conservation

Bulk Storage Database Search Details

Tank Information

[First Tank](#)[Previous Tank](#)

Site No: 7-459321

Site Name: THE HERALD COMPANY

Tank No: 005

Tank Location: Underground including vaulted with no access for inspection

Tank Status: Closed - Removed

Tank Install Date:

Tank Closed Date: 09/22/2000

Tank Capacity: 500 gal.

Product Stored: other

Percentage: 100%

Tank Type: 01 - Steel/Carbon Steel/Iron

Tank Internal Protection: None

Tank External Protection: None

Tank Secondary Containment: None

Tank Leak Detection: None

Overfill: None

Spill Prevention: None

Dispenser: None

Pipe Location: No Piping

Pipe Type: No Piping

Pipe External Protection: None

Piping Secondary Containment: None

Piping Leak Detection: None

Tank Next Test Due:

Tank Last Test:

Tank Test Method: Testing Not Required

[Refine This Search](#)[Return To Facility](#)

Definitions

Database Descriptions: This section provides a detailed explanation for each database including: source, information available, time coverage, and acronyms used. They are listed in alphabetic order.

Detail Report: This is the section of the report which provides the most detail for each individual record. Records are summarized by location, starting with the project property followed by records in closest proximity.

Distance: The distance value is the distance between plotted points, not necessarily the distance between the sites' boundaries. All values are an approximation.

Direction: The direction value is the compass direction of the site in respect to the project property and/or center point of the report.

Elevation: The elevation value is taken from the location at which the records for the site address have been plotted. All values are an approximation. Source: Google Elevation API.

Executive Summary: This portion of the report is divided into 3 sections:

'Report Summary'- Displays a chart indicating how many records fall on the project property and, within the report search radii.

'Site Report Summary'-Project Property'- This section lists all the records which fall on the project property. For more details, see the 'Detail Report' section.

'Site Report Summary-Surrounding Properties'- This section summarizes all records on adjacent properties, listing them in order of proximity from the project property. For more details, see the 'Detail Report' section.

Map Key: The map key number is assigned according to closest proximity from the project property. Map Key numbers always start at #1. The project property will always have a map key of '1' if records are available. If there is a number in brackets beside the main number, this will indicate the number of records on that specific property. If there is no number in brackets, there is only one record for that property.

The symbol and colour used indicates 'elevation': the red inverted triangle will dictate 'ERIS Sites with Lower Elevation', the yellow triangle will dictate 'ERIS Sites with Higher Elevation' and the orange square will dictate 'ERIS Sites with Same Elevation.'

Unplottables: These are records that could not be mapped due to various reasons, including limited geographic information. These records may or may not be in your study area, and are included as reference.

10.7 MUNICIPAL INFORMATION

LCS, INC.
MUNICIPAL INFORMATION

PROJECT#: 1657075.39
MUNICIPALITY (Identify Village/Town/City): Syracuse
ADDRESS (Identify all potential addresses): _____

Office: Assessment
Date: _____

*obtain copy of tax map

*No Add'l info @ city
see online*

SBL #/Tax Parcel #: _____
Owner: _____
Past owner(s): _____
Size: _____
Utilities: _____
Additional info.: _____

Office: Building/Code Enforcement Department
Date: _____

*Review permits, complaints, violations, records of historic heating systems, etc.

Office: _____
Date: _____

*Use this section for any additional or as extra for sections above.



Property Description Report For: 101-239 Salina St N To Clinton St, Municipality of City of Syracuse

No Photo Available

Total Acreage/ Size: 655.29 x 274.57
Land Assessment: 2016 - \$1,794,000
Full Market Value: 2016 - \$6,086,957
Equalization Rate: ----

Deed Book: 5021
Grid East: 614965

Status: Active
Roll Section: Taxable
Swis: 311500
Tax Map ID #: 104.-08-01.0
Property #: 0979000200
Property Class: 710 - Manufacture
Site: COM 1
In Ag. District: No
Site Property Class: 710 - Manufacture
Zoning Code: 005
Neighborhood Code: 15820
School District: Syracuse
Total Assessment: 2016 - \$4,900,000
Property Desc: Lot 1 Thru 6-13P7
Thru 12 Bl 81 Lot 7
Thru 10 &
655.29x274.57 Mas &
Steel
Deed Page: 249
Grid North: 1112406

Owners

The Herald Publish Co Llc
1313 N Market St Fl 10
Wilmington DE 19801

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
12/31/2006	\$1	710 - Manufacture	Land & Building	Herald Company	No	No	No	5021/249

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:	0	Overall Condition:	Normal
Overall Grade:	Good	Overall Desirability:	3

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
100	100	100	1	Partial fin	1971	Good	Above Average	61458	2
100	100	100	2	Unfinished	1971	Good	Above Average	58112	1

Improvements

Structure	Size	Grade	Condition	Year
Canpy-roof	600.00 sq ft	Good	Normal	1980
Pavng-asphlt	75000 × 4	Average	Normal	1980

Special Districts for 2016

Description	Units	Percent	Type	Value
FL001-Sweeping	1310	0%		0
SL001-Special Lighting	1477.19	0%		0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
------	-------------	--------	----------	----------	--------	--------	--------	-------

Taxes

Year	Description	Amount
------	-------------	--------



Property Description Report For: 214 Salina St N, Municipality of City of Syracuse

No Photo Available

Total Acreage/ Size: 164.71 x 144
Land Assessment: 2016 - \$200,000
Full Market Value: 2016 - \$248,447
Equalization Rate: ----
Deed Book: 5021
Grid East: 615256

Status: Active
Roll Section: Taxable
Swis: 311500
Tax Map ID #: 104.-05-07.0
Property #: 0979003701
Property Class: 438 - Parking lot
Site: COM 1
In Ag. District: No
Site Property Class: 438 - Parking lot
Zoning Code: -
Neighborhood Code: 15820
School District: Syracuse
Total Assessment: 2016 - \$200,000
Property Desc: Lot P1-3 Blk 23,78
164.71x144 Ang Vac
Deed Page: 253
Grid North: 1112624

Owners

The Herald Publish Co Llc
1313 N Market St Fl 10
Wilmington DE 19801

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
12/31/2006	\$1	438 - Parking lot	Land Only	The Herald Company Inc	No	No	No	5021/253
7/12/2000	\$100,000	438 - Parking lot	Land & Building	City Of Syracuse	No	No	No	4437/85

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:	Overall Condition:	Normal
Overall Grade:	Overall Desirability:	3

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
-----	------------	--------	-----------	---------------	------------	-----------	---------	-------------------------	---------

Improvements

Structure	Size	Grade	Condition	Year
-----------	------	-------	-----------	------

Special Districts for 2016

Description	Units	Percent	Type	Value
FL001-Sweeping	164.71	0%		0
SL001-Special Lighting	302.63	0%		0
WF001-Water Frontage Dist	164.71	0%		0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
------	-------------	--------	----------	----------	--------	--------	--------	-------

Taxes

Year	Description	Amount
------	-------------	--------



OWNERSHIP INFORMATION	PARCEL NO: 104.-08-01.0
------------------------------	--------------------------------

THE HEARALD PUBLISHING COMPANY LLC 101 SALINA ST N TO CLINTON ST SYRACUSE NY 13202-0000	Mail: 1313 MARKET ST WILMINGTON DE 19801-6107 PHONE NUMBER:
--	---

COUNTY: ONONDAGA PROPERTY CLASS: 710 - MANUFACTURING AND PROCESSING	CENSUS TRACT: 0032.00 SWIS_SBL: 31150010400000080010000000
--	---

SALE DATE	PRICE	DEED DATE	LIBRE	PAGE	ARMS LENGTH	SELLER	BUYER	PERS. PROP	# PARCELS
{NUM}- 12/31/2006	\$ 1	11/05/2007	5021	249	N	THE HERALD CO INC	THE HEARALD PUBLISHING CO 0 MPANY LLC	0	1

STRUCTURAL3 INFORMATION	LOT INFORMATION
--------------------------------	------------------------

Overall Eff. Yr Built 1971 Overall Grade Overall Condition AVERAGE Construction Type	Lot Size Dim.: 655.29x274.57 Land SQFT 179,470 Lot Size Acres 4.12 Zoning 005
---	--

TAX INFORMATION	Nbhd Code 15820 School District 311500 - SYRACUSE Desirability INFERIOR Water Front N Sewer COMMERCIAL/PUBLIC Water COMMERCIAL/PUBLIC Utilities GAS/ELECTRIC Nbhd. Rating UNKNOWN Nbhd. Type UNKNOWN # Res. Sites 0 # Comm. Sites 1 Swis Code 311500
------------------------	---

SBL(Tax ID)#: 104.-08-01.0 Assessed Value \$ 14,785,000 Land Assesment \$ 1,794,000 School Tax \$ 256,520 County/Town Tax \$ 177,568 City/Village Tax \$ 137,057 Total Tax \$ 571,145 Full Tax Value \$ 18,141,104 Equalization Rate 0.82 Prior Tax ID# Full Land Value \$ 2,201,226

*The calculated tax amounts are not exact. No special district tax amounts or exemptions have been included. All numbers are estimated based on town values. Taxes should be verified directly from the local tax collector.

Updated:11/09/2016 9:59 pm

BUILDING USAGE

ROW STORAGE | TOTAL RENT SQ. FT.: 70801
 LIGHT MFG | TOTAL RENT SQ. FT.: 40072
 BODY SHOP | TOTAL RENT SQ. FT.: 18040
 PROFSSNL OFF | TOTAL RENT SQ. FT.: 61458

BUILDING BREAKDOWN

#	IDENT.	BOECKH	YR.			GROSS	STORY			BSMT.	BSMT.			
	BLDS.	MODEL	BUILT	QUALITY	CONDITION	PERIMETER	SQ.FT.	STORIES	HEIGHT	AC%	SPRINKLER%	ALARM%	TYPE	SQ.FT.
1		2-4ST OFFICE	1,971	ABOVE AVERAGE	GOOD	1074	61,458	2	12	100	100	100	CRAWL	30,729
1		1 STY MFG	1,971	ABOVE AVERAGE	GOOD	714	58,112	1	24	100	100	100	SLAB/PIER	40,072

IMPROVEMENTS :

(1) CANPY-ROOF, BUILT 1980, 600.00 SQFT, CONDITION NORMAL
 (1) PAVNG-ASPHLT, BUILT 1980, 0 SQFT, CONDITION NORMAL

Note: Display indicates first residential site and up to four improvements.



OWNERSHIP INFORMATION

THE HERALD PUBLISHING COLLC
214 SALINA ST N
SYRACUSE NY 13202-0000

PARCEL NO: 104.-05-07.0

Mail: 1313 MARKET ST
WILMINGTON DE 19801-6107
PHONE NUMBER:

COUNTY: ONONDAGA
PROPERTY CLASS: 438 - PARKING LOT

CENSUS TRACT: 0032.00
SWIS_SBL: 31150010400000050070000000

SALE DATE	PRICE	DEED DATE	LIBRE	PAGE	ARMS LENGTH	SELLER	BUYER	PERS. PROP	# PARCELS
{NUM}- 12/31/2006	\$ 1	11/05/2007	5021	253	N	THE HERALD CO INC	THE HERALD PUBLISHING CO LLC	0	1
{NUM}- 07/12/2000	\$ 100,000	07/12/2000	4437	85	N	CITY SYRACUSE	THE HERALD COMPANY, INC.	0	1

STRUCTURAL3 INFORMATION

Overall Eff. Yr Built 0
Overall Grade
Overall Condition AVERAGE
Construction Type

LOT INFORMATION

Lot Size Dim.: 164.71x144.00
Land SQFT 23,616
Lot Size Acres 0.54
Zoning
Nbhd Code 15820
School District 311500 - SYRACUSE
Desirability INFERIOR
Water Front N
Sewer COMMERCIAL/PUBLIC
Water COMMERCIAL/PUBLIC
Utilities GAS/ELECTRIC
Nbhd. Rating UNKNOWN
Nbhd. Type UNKNOWN
Res. Sites 0
Comm. Sites 1
Swis Code 311500

TAX INFORMATION

SBL(Tax ID)#: 104.-05-07.0
Assessed Value \$ 200,000
Land Assesment \$ 200,000
School Tax \$ 3,470
County/Town Tax \$ 2,402
City/Village Tax \$ 1,854
Total Tax \$ 7,726
Full Tax Value \$ 245,398
Equalization Rate 0.82
Prior Tax ID#
Full Land Value \$ 245,398

*The calculated tax amounts are not exact. No special district tax amounts or exemptions have been included. All numbers are estimated based on town values. Taxes should be verified directly from the local tax collector.

Updated:11/09/2016 9:59 pm

BUILDING USAGE

USE AS: PARKING LOT

BUILDING BREAKDOWN

# IDENT.	BOECKH	YR.		GROSS	STORY	BSMT.	BSMT.			
BLDS.	MODEL	BUILT	QUALITY	PERIMETER	STORIES	HEIGHT	AC% SPRINKLER%	ALARM%	TYPE	SQ.FT.
										UNKNOWN

IMPROVEMENTS :

Note: Display indicates first residential site and up to four improvements.

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LCS, INC.
MUNICIPAL INTERVIEW

PROJECT#: 16S 7075.34
ADDRESS: _____
(Identify all potential addresses)

MUNICIPALITY: Syracuse
(Identify Village/Town/City)

INTERVIEWS: _____

→ Message left, 11/30, 12/7

Office: Building Inspector/Code Enforcement Officer
Personnel: Ken Townsley, Director Date: _____
Title: _____

Are you aware of any violations, complaints or other records that would indicate recognized environmental conditions at the site? _____

Are you aware of any industrial use or uses likely to lead to contamination of the subject property? _____

For adjacent properties: Are you aware of any industrial use or uses likely to lead to contamination of the subject property? _____

When was the subject property connected to municipal sewer? _____
What is the history of the subject structure and/or property? _____

Office: Fire Department
Personnel: _____ Date: _____

Are you aware of any violations, complaints or other records that would indicate recognized environmental conditions at the site? _____

Are you aware of any industrial use or uses likely to lead to contamination of the subject property? _____

Have you informed of the storage of hazardous/regulated materials on-site in regards to Records of Emergency Notification under SARA Title III? _____

LCS, INC
227 WEST FAYETTE STREET SUITE 202
SYRACUSE, NY 13202
SKESSLER@LENDERCONSULTING.COM
(P) 315-726-4025

TO:	FROM:
City Clerk	Shane Kessler
COMPANY:	DATE:
City of Syracuse	11/30/2016
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
	1
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
	16S7075.39
RE:	YOUR REFERENCE NUMBER:
FOIL Request	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Dear Clerk:

Under the provisions of the New York Freedom of Information Law, Article 6 of the Public Officers Law, I hereby request records or portions thereof pertaining to any environmental permits/violations, fuel tank records (storage, removal, etc.), HAZMAT documents, open code violations, and any known past owners/uses for 101-239 N. Salina (Post Standard Building) & 214 N. Salina (Parking lot).

If there are any fees for copying the records requested, please inform me before filling the request. As you know, the Freedom of Information Law requires that an agency respond to a request within five (5) business days of receipt of a request. Therefore, I would appreciate a response as soon as possible and look forward to hearing from you shortly.

If for any reason any portion of my request is denied, please inform me of the reasons for the denial in writing and provide the name and address of the person or body to whom an appeal should be directed.

Sincerely,



Shane Kessler

December 2, 2016

Ms. Kim Wentworth
Regional Citizen Participation Specialist
NYS Department of Environmental Conservation
615 Erie Boulevard West
Syracuse, New York 13204

WHEN RESPONDING PLEASE REFERENCE 16S7075.39

Dear Ms. Wentworth,

Our firm is performing an Environmental Assessment of a real property located within the jurisdiction of NYSDEC Region 7. Under the Freedom of Information Law (FOIL), I am writing to request that a review be made of NYSDEC Region 7 department records, which are relevant to the purpose of this Phase I Audit. Please forward this FOIL request to the following NYSDEC departments for review of department records, if available with regards to the subject site or facility(s) (referenced below) and adjacent properties.

- 1) Regulatory Services - permits and registrations (active and inactive).
- 2) Law Enforcement/Legal Affairs/Env. Enforcement - complaint/notice of violation files, legal proceedings.
- 3) Solid and Hazardous Waste - site files for active and inactive sites.
- 4) Petroleum Bulk Storage - tank closure reports, registered facilities. ← Please reference:
PBS No. 7-459321
- 5) Air/Water Division - air and water quality issues/violations.
- 6) NYSDEC Site Inspection Reports.
- 7) Spills Division - record of petroleum/chemical releases. ← Spill No. 0007349

SITE:	Commercial Property (Post Standard Building & Parking)
STREET ADDRESS:	101-239 N. Salina Street & 214 North Salina St.
MUNICIPALITY:	City of Syracuse
COUNTY:	Onondaga
CURRENT OWNER:	The Herald Publish Co LLC
CURRENT USE:	commercial
PAST USE:	commercial
SIZE:	4.66 acres
SBL#:	unk.

If you have any questions regarding this request for information, please contact our office. The Information that you provide is greatly appreciated.

Sincerely,
Shane Kessler
LCS, Inc.
skessler@lenderconsulting.com

10.8 AERIAL PHOTOGRAPHS

Copies of some aerial photographs are unavailable.

Due Date: _____

LCS, INC. AERIAL PHOTOGRAPH REVIEW

PROJECT #: 1657075.39
 SITE ADDRESS: _____
 OFFICE REVIEWED AT: _____
 DATE REVIEWED: 12/8 575

DATE: PHOTO ID / DESCRIPTION

Yr. ____: Subject property: 2011 - Same As Current (Building + Parking)
 North: Parking lot
 South: City Park
 East: Parking/Building
 West: Multiple Bldgs

Yr. ____: Subject property: 2006 Same As Above
 North: _____
 South: _____
 East: →
 West: _____

Yr. ____: Subject property: 1995 - North portion of Bldg not there
 North: _____
 South: _____
 East: SAA
 West: _____

Yr. ____: Subject property: 1972 - SAA, Possible Bldg on 214 lot
 North: SAA
 South: SAA
 East: More Bldgs than current
 West: SAA

Topo
↓

Yr. ____: Subject property: 1956 Multiple Buildings (Parcel split) D-O.
 North: _____
 South: _____
 East: →
 West: _____

Yr. ____: Subject property: 1947 Subject Parcel split w/ Road
 North: _____
 South: _____
 East: _____
 West: No Bldgs shown

Yr. ____: Subject property: 1937 SAA
 North: _____
 South: _____
 East: →
 West: _____

Yr. ____: Subject property: _____
 North: _____
 South: _____
 East: _____
 West: _____

**Please add site arrows, dates and north arrows to the copies of the aerials prior to sending them to Buffalo.
 Rev. Date 7-2004

1995



Google Earth



2006



Google Earth



2011



Google Earth



10.9 HISTORICAL INFORMATION

HISTORICAL DIRECTORY REPORT

for the site:

16S7075
 101-239 AND 214 N SALINA ST
 SYRACUSE, NY
 PO #:

Report ID: 20161130088
 Completed: 12/2/2016

Ecolog ERIS Ltd.
 Environmental Risk Information
 Service (ERIS)
 A division of Glacier Media Inc.
 P: 1.866.517.5204
 E: info@erisinfo.com

www.erisinfo.com



Search Results Summary

Date	Source	Comment
2016	POLK'S	Images Provided
2012	POLK'S	Images Provided
2008	POLK'S	Images Provided
2004	POLK'S	Images Provided
1999	POLK'S	Images Provided
1996	POLK'S	Images Provided
1992	POLK'S	Images Provided
1988	POLK'S	Images Provided
1983	POLK'S	Images Provided
1977-78	POLK'S	Images Provided
1974	POLK'S	Images Provided
1970	POLK'S	Images Provided
1966	POLK'S	Images Provided
1961	POLK'S	Images Provided
1957	POLK'S	Images Provided
1953	POLK'S	Images Provided
1949	POLK'S	Images Provided
1945	POLK'S	Images Provided
1941	POLK'S	Images Provided
1938	POLK'S	Images Provided

12/2/2016

RE: CITY DIRECTORY RESEARCH
16S7075
101-239 AND 214 N SALINA ST SYRACUSE, NY

Thank you for contacting ERIS for an City Directory Search for the site described above. Our staff has conducted a reverse listing City Directory search to determine prior occupants of the subject site and adjacent properties. We have provided the nearest addresses(s) when adjacent addresses are not listed. If we have searched a range of addresses, all addresses in that range found in the Directory are included.

Note: Reverse Listing Directories generally are focused on more highly developed areas. Newly developed areas may be covered in the more recent years, but the older directories will tend to cover only the "central" parts of the city. To complete the search, we have either utilized the ACPL, Library of Congress, State Archives, and/or a regional library or history center as well as multiple digitized directories. These do not claim to be a complete collection of all reverse listing city directories produced.

ERIS has made every effort to provide accurate and complete information but shall not be held liable for missing, incomplete or inaccurate information. To complete this search we used the general range(s) below to search for relevant findings. If you believe there are additional addresses or streets that require searching please contact us at 866-517-5204.

Search Criteria:

0-300 of N Salina St

+ S SALINA ST CONTINUES
 * ZIP CODE 13202 CAR-RT C006
 100 YOURCOMPUTERTEK SYRACUSE
 nonclassified establishments ✓
315-883-0084
 * ZIP CODE 13202 CAR-RT C007
 101 ADVANCE CENTRAL SVC SYRACUSE
 serv ✓315-470-3175
 + JAMES ST INTERSECTS
 + W GENESEE ST INTERSECTS
 126 CNY ENTERPRISE DEVMNT CORP
 business & trade org ✓ ..315-422-8276
 COMMUNITY HEALTH FOUNDATION
 social serv & welfare org ✓
315-671-0057
 STEVEN R DOLSON ESQ attorneys ✓
315-423-3328
 3 ROSAMONS GIFFORD CHARITABLE
 federal government contractors ✓
 5 FREER & EASSA P C nonclassified
 establishments ✓315-472-7045
 100 PRIVATE REGISTRATION US
 nonclassified establishments ✓
 100 SYRACUSE METROPOLITAN
 TRANSPRTN transportation serv ✓ @
 107 C R FLETCHER ASSOC executive
 search consultants ✓ @ ..315-471-1000
 200 CENTRAL NY REGIONAL PLANNING
 city regional & town planners ✓ @
 210 ROI OFFICE FURN & INTERIORS
 furniture-dirs- retail ✓ @ ..315-410-7970
 300 Frederburg Thomas F [12]
 300 ROBERT J HANAFIN INC insurance ✓
 @315-428-1135
 310 GIFFORD FOUNDATION social serv &
 welfare org ✓315-474-2489
 320 BALDWIN & SUTPHEN LLP attorneys
 ✓ @315-477-0100
 320 ELLIOTT PETER L attorneys ✓ @
315-422-3030
 400 BAKER CYNTHIA P AGT insurance ✓
315-214-8631
 400 FIRST NIAGARA RISK
 MANAGEMENT risk mgmt consultants ✓
315-461-1282
 401 EMHOFF ASSOCIATES real estate
 mgmt ✓ @315-423-9200
 500 FIRST NIAGARA BANK banks ✓ @
315-477-6100
 + E WILLOW ST INTERSECTS
 + HERALD PL INTERSECTS
 * ZIP CODE 13203 CAR-RT C008
 315 23 No Current Listing

+ S SALINA ST CONTINUES
 * ZIP CODE 13202 CAR-RT C006
 100 DELTA MARKETING DYNAMICS
 market research & analysis ✓ @
315-492-2905
 + JAMES ST INTERSECTS
 + W GENESEE ST INTERSECTS
 + W GENESEE ST INTERSECTS
 * ZIP CODE 13202 CAR-RT C007
 126 COMMUNITY HEALTH
 FOUNDATION social serv &
 welfare org ✓ @315-671-0057
 ENTRUST LLC nonclassified
 establishments ✓ @ ..315-435-4360
 FIRST NIAGARA BANK banks ✓ @
315-477-6000
 PBJ WEALTH MANAGEMENT LLC
 stock & bond brokers ✓ @
315-422-7495
 LL3 VERISMA mgmt serv ✓ @
315-671-4444
 100 SYRACUSE METROPOLITAN
 TRANSPRTN transportation serv ✓ @
315-422-5716
 107 C R FLETCHER ASSOC
 executive search consultants ✓ @
315-471-1000
 200 CENTRAL NEW YORK
 REGIONAL PLAN city regional &
 town planners ✓ @ ..315-422-8276
 250 C H ROBINSON CO
 transportation consultants ✓ @
315-471-7395
 300 ROBERT J HANAFIN INC
 insurance ✓ @315-428-1135
 310 GIFFORD FOUNDATION social
 serv & welfare org ✓ @
315-474-2489
 320 BALDWIN & SUTPHEN LLP
 attorneys ✓ @315-477-0100
 401 EMHOFF ASSOCIATES real
 estate mgmt ✓ @315-423-9200
 + E WILLOW ST INTERSECTS
 + HERALD PL INTERSECTS
 * ZIP CODE 13203 CAR-RT C008
 315 33 @ Rigney Morgane E
 35 Waters Shayne M ✓ @ [4]
 37 Schraub Amanda N ✓ [4]

27 N SALINA ST (SYRACUSE)-FROM 2 JAMES ST NORTH 444
 + S SALINA ST CONTINUES
 * ZIP CODE 13202 CAR-RT C007 360
 86 100 SHELL TRADING GAS & POWER 400
 88 CO gas companies ..315-423-4800
 @ Smalls Dottie
 93 101 @ Johnson Gina
 Watson Jay W [12]
 16 + JAMES ST INTERSECTS
 + W GENESEE ST INTERSECTS
 + W GENESEE ST INTERSECTS
 126 BASLOE LEVIN & CUGGARO LTD + PE
 insurance adjusters ..315-423-6500 + EI
 COMMUNITY HEALTH FOUNDATION health care + W
 instruction315-671-0057 401
 COMPASS SYSTEMS GROUP
 internet serv315-234-5100
 61 CORPORATE CHEF'S INC food
 46 serv-mgmt315-478-6608
 ENTRUST LLC nonclassified
 79 establishments315-435-4360
 FIRLEY MORAN FREER & EASSA
 accountants315-472-7045
 Sulphen James [7]315-477-0100
 100 PIETRASZEK BRUCE M CPA
 89 accountants
 89 100 REID MARK S CPA accountants
 100 RUSSELL RICHARD A CPA
 57 accountants
 100 SYRACUSE METROPOLITAN
 TRANSPRTN transportation serv
315-422-5716
 47 102 @ Perry Melissa A
 47 107 C R FLETCHER ASSOC
 executive search consultants
315-471-1000
 22 200 CENTRAL NEW YORK
 REGIONAL PLAN city regional &
 90 town planners315-422-8276
 90 210 BSB BANK & TRUST banks
315-422-3377
 210 FTO nonclassified 407
 establishments315-428-9473 409
 300 Fredenburg Thomas F [4] 411
 300 Fredenburg Marlou E
 300 ROBERT J HANAFIN INC
 insurance315-428-1135
 50 305 CNY ELEVATOR
 CONSULTANTS elevator

300 Fredenburg Thomas F [4]
 300 Fredenburg Marlou E
 300 ROBERT J HANAFIN INC
 insurance315-428-1135
 0 305 CNY ELEVATOR
 CONSULTANTS elevator
 consultants315-425-0428
 310 ROSAMOND GIFFORD
 CHARITABLE non-profit org
315-474-2489
 2 320 BALDWIN & SUTPHEN
 attorneys
 320 Sprock Charles M Jr [4]
 8 400 HESS CORP energy mgmt sys
 & products315-234-5300
 400 NAEC gas- liquefied petro-liquid/
 9 bulk315-234-5300
 401 EMHOFF ASSOCIATES real
 estate315-423-9200
 403 MC KENZIE INSTITUTE non-
 profit org315-471-7612
 500 BURKE GROUP pension & profit
 sharing plans315-471-0118
 500 FIRST NIAGARA BANK banks
315-477-6100
 4 + E WILLOW ST INTERSECTS
 5 + HERALD PL INTERSECTS
 * ZIP CODE 13203 CAR-RT C008
 315 Collar Roger [1]315-426-0515
 25 Oconnor Kate M [8]
 25 Oconnor Clare M
 4 27 Mitchell Rose A [10]
 35 Robinson David J [7]
 37 Allen Basil H [1]315-426-1217
 39 Crannell Terra A [12]
315-423-0235
 39 Crannell Tara315-423-0235
 39 Neathery John R [18]
315-423-0235
 47 Nefekhopersuawonne
 Nefekhopature [1]
 47 Blechers Solomon [20]

N SALINA ST (SYRACUSE)-FROM 2 WILL CT
NORTH

* ERIE BLVD E CONTINUES

+ 5 SALINA ST INTERSECTS

* ZIP CODE 13202 CAR-RT C007

100 C H ROBINSON WORLDWIDE INC
transportation consultants
..... 315-471-7395

101 Garber David M [2] 315-474-7571

+ JAMES HEATH RD INTERSECTS

+ JAMES HEATH RD CONTINUES

126 AMERADA HESS CORP oil/gas
exploration/development
..... 315-234-5300

COMPASS SYSTEMS GROUP
internet serv 315-234-5100

FIRLEY MORAN FREER & EASSA
accountants 315-472-7045

INSIGHT REALTY GROUP LLC real
estate 315-701-1345

MAC LEOD ROBERT E CPA
accountants 315-472-7045

MONTGOMERY PARTNERS real
estate 315-423-9200

NORTH AMERICAN ENERGY
energy conservation/mgmt consu
..... 315-423-2995

N SALINA ST Cont'd

	ONE HUNDRED CLINTON SQUARE nonclassified establishments 315-476-5376	41
23	PIETRASZEK BRUCE M CPA accountants 315-472-7045	41
36	REID MARK S CPA accountants 315-472-7045	41
33	ROBERT L HOOD REAL ESTATE CO real estate mgmt 315-423-9200	41
79	RUSSELL RICHARD A CPA accountants 315-472-7045	41
07	SYRACUSE METROPOLITAN TRANSPRTN transportation serv 315-422-5716	41
25	LL3 VISORY GROUP computers- networking 315-424-7736	42
89	107 AIG insurance 315-423-2740	42
57	107 C R FLETCHER ASSOC employment agencies/opportunit 315-471-1000	42
40	200 CENTRAL NEW YORK REGIONAL PLAN city regional & town planners 315-422-8276	43
47	200 NEW YORK WATER ENVIROMENT ASSO envrntml & ecolgl serv 315-422-7811	44
22	210 BSB BANK & TRUST banks 315-422-3377	44
90	320 BALDWIN & SUTPHEN attorneys 315-477-0100	44
31	400 NAEC gas companies 315-234-5300	44
265	* WILL CT INTERSECTS	
350	* ZIP CODE 13203 CAR-RT C008	
081	315 [8] Collar Roger 315-426-8515 Stephens Solomon [18]	41
	23 Thorpe Walter [7] .. 315-428-0028	41
	25 No Current Listing	41
457	27 Mitchell Rose A [11] .. 315-428-8034	41
	33 No Current Listing	41
672	35 Taylor Ernest [20]	41
190	37 No Current Listing	41
	39 Crannell Terra A [8] 315-423-0235	41
\$ 30	39 Naathery John R [8] 315-423-0235	41
	43 - 45 No Current Listing (2 Apts)	41
	47 Nefedkheperureuacnre Nobleheperure [1]	41
	49 No Current Listing	41
	321 GEE'S HAIR SALON beauty salons 315-416-1111	41

2 N SALINA ST (SYRACUSE)-
 - ZIP CODE 13202 CAR-RT C007 46
 100 Wittina Edward 47
 7 108 ACTION DELIVERY SERVICE 47
 lcl trckg 453-2442
 41 126 CENTRAL NEW YORK
 REGIONAL PLANNING
 DEVELOPMENT urban comnty
 3 dvlpmn 422-8276
 3 Ferry John B 47
 3 FIRLEY MORAN FREER 47
 5 ESSA CPA PC acctng 47
 auditing bkp 472-7045
 Freer Peter A 47
 48 Hosie J R 48
 Hosie Virginia +4
 7 Ridings David A 475-7944 +4
 3 107 AMERICAN 50
 INTERNATIONAL 50
 GROUP ins agts'svcs 50
 423-2741
 200 CLEARWATERS busn 50
 conslting 422-7811
 9 400 NORTH AMERICAN 51
 ENERGY
 CONSERVATION gas
 prod distribut 423-3030
 405 AXS MARKETING busn 51
 svcs 478-9974
 450 COMPASS SYSTEMS
 GROUP cptr intgtd sys 51
 423-2997
 - ZIP CODE 13203 CAR-RT C008
 3 315 Case Sondra 477-1016
 Mitchell Rose A 472-7279 52
 Neathery John R 478-2033 52
 23 Quinones Vega
 27 Not Verified 52
 37 Eaton William L
 43 Nelson Jessica A
 45 Not Verified
 49 Taylor Ernest 474-5285
 A25 Williams Tyrone 52
 A33 McLaughlin James R 52
 25 +E BELDEN AVE BEGINS 52
 319 AIKIDO OF SYRACUSE
 amusement rtrn 474-1550
 Johnson Oliver 52
 321 Sacco Louis M 475-6081 52
 10 323 Freeman Tina L 475-6081 52
 13 Miller Patricia 422-0734 53
 13 Quinn Timothy A &
 Katherine 426-0359
 12 Simmons M 471-7260

SALINA ST N -FROM 100 E FRIE BLVD
 NORTHWEST
 - ZIP CODE 13202 53
 + EME BLVD E INTERSECTS
 + W GENESEE ST INTERSECTS
 + JAMES ST INTERSECTS
 126 FLEET BANK (BLDG)
 136 PRIVATE PARKING EMPLOYEES &
 CUST FLEET BANK auto parking
 + E WILLOW ST INTERSECTS
 201 HERALD-JOURNAL BUILDING (SIDE
 ENT)
 220 CITY PARKING LOT 36
 - ZIP CODE 13203
 + HERALD PL INTERSECTS
 + INTERSTATE 690 OVERPASSES
 + INTERSTATE 81 OVERPASSES
 315 Apartments
 23 Vacant
 316 PHILIP ECKEL PARK
 317 GLEASON'S GRILLE tavern 474-8320
 319 SYRACUSE SELF DEFENSE SCHOOL
 475-8236
 + PEARL ST INTERSECTS
 321-323 Vacant (2 Hses)
 327 TAI-CHI CHUAN martial arts training
 studio 474-0055
 329 MERCURY BARBER SHOP
 330 THANOS IMPORTED GROCERY
 422-4085
 Myrto J A
 344 RENT-A-CENTER 425-7566
 + SALT ST INTERSECTS
 350 DAGGETT R C & ASSOCIATES ins
 422-2203
 DOBRICKI INSURANCE AGENCY
 422-1341
 SERPICOS RESTAURANT 475-4728
 MOENCH WM G lwyr 422-9097
 + EAST LAUREL INTERSECTS
 + NORTH STATE ST INTERSECTS

6 HOUSEHOLDS

53

SALINA ST NORTH -FROM 100
ERIE BLVD EAST NORTHWEST TO
100 E HIAWATHA BLVD

- ZIP CODE 13202
 - ERIE BLVD E INTERSECTS
 - W GENESEE ST INTERSECTS
 - JAMES ST INTERSECTS
- 128 FLEET BK (BLDG)
130 PRIVATE PARKING EMPLOYEES &
CUST FLEET BANK auto parking

• E WILLOW ST INTERSECTS
301 HERALD JOURNAL BUILDING
(SIDE ENT)

320 CITY PARKING LOT
• HERALD PL INTERSECTS

30

- ZIP CODE 13203
 - HERALD PL INTERSECTS
 - INTERSTATE 690 OVERPASSES
 - INTERSTATE 81 OVERPASSES
- 310 Apartments
23-315 Vacant (12 Apts)
316 PHILIP ECKEL PARK
317 GLEASON'S GRILLE tavern 474-8320
319 PROFESSIONAL IMAGES
photography 471-8390
• PEARL ST INTERSECTS
321 CHAR-TEMPS INC emp servs
476-8511
323 Apartments
Vacant
327 SKANES OL CURIOSITY SHOPPE
antique dealer 476-8888
329 MERCURY BARBER SHOP
330 THANOS IMPORTING INC 422-4085
344 RENT-A-CENTER 425-7566
• SALT ST INTERSECTS
350 DAGGETT R C & ASSOCIATES ins
422-2309
DOBRICKI INSURANCE AGENCY
ins agt 422-1341
SERPICOS RESTAURANT 475-4728
MOENCH WM A lwyr 422-9096
• LAUREL ST INTERSECTS
• EAST LAUREL INTERSECTS
• NORTH STATE ST INTERSECTS
301 WESTERMAN & PIETRAFESA
474-1220
403 TUMINO'S PIZZERIA 471-2420

53
 SALINA ST NORTH -FROM 100 ERIE
 BLVD EAST NORTHWEST TO 100 E
 HIAWATHA BLVD

ZIP CODE 13202
 102 Norstar Bank Of Central N Y 471-7101
 W GENESEE ST BEGINS
 JAMES ST BEGINS
 128 Sauro Studio photography 422-8877

N SALINA ST-Contd

New Studio Deli Inc restr 471-0715
 136 Allright Parking
 EAST WILLOW ST BEGINS
 201 Herald-Journal Building (Side Ent)
 220 Syracuse City Parking Lot

ZIP CODE 13203
 HERALD PL BEGINS
 INTERSTATE 690 OVERPASSES
 INTERSTATE 81 OVERPASSES
 315 Vacant
 316 Philip Eckel Park
 317 Smuggler's Inn The tavern 471-9263
 319 Professional Images photography 471-8390
 PEARL ST ENDS
 321 Appleby's Auto Supply 422-4719
 323 Apartments
 20 Vacant
 22 Mizgala Florence A 478-0085
 24★Blanchard Steven 425-1009
 26★Pierce Clinton
 28★Colins David N
 30★Storms Vivian
 32★Kolwalski Wm 428-1597
 34 Clark John D 478-0303
 36 Fiore R
 38 Eastman Noreen 478-4319
 40 Bersani Bldg (Ofc)
 42 Vacant
 44★Storms S
 46 Rhodes
 48 Sauro Danl 422-8877
 327 Syracuse Community Police Center
 471-3257
 329 Mercury Barber Shop
 330★Cox Jas
 ★Lockwood Eug
 Thanos Importing Inc 422-4085
 344 Rent-A-Center 425-7566
 SALT ST BEGINS
 350 Daggett R C & Associates ins 422-2205
 Serpicos Restaurant 475-4728

1983

SOURCE: POLK'S

N SALINA ST

ZIP CODE 13202
 102 Syracuse Savings Bank 471-7101
 W GENESEE ST BEGINS
 JAMES ST BEGINS
 108 Vacant
 114 Vacant
 128 Sauro Studio photography 422-8877
 Serrico Restaurant 475-4728
 136 Allright Parking parking lot
 EAST WILLOW ST BEGINS
 201 Herald-Journal Building (Side Ent)
 220 Syracuse City Parking Lot

36

ZIP CODE 13203
 HERALD PL BEGINS
 INTERSTATE 690 OVERPASSES
 INTERSTATE 81 OVERPASSES
 315 Bersani Building apts
 23 Lecht Vianna M
 25 Edwards Richd 471-0762
 27 Clark Hazel 422-7640
 29 Ferland V
 31*Balamut Kay 471-6427
 33 Vacant
 35 Maffei Neil C Jr 472-7642
 37 Maneu Muriel W 471-1770
 39 Allen Wm R 422-1955
 43 Hudson T
 45 Vacant
 47 Kenyon D M 478-3061
 49 Vacant
 316 Philip Eckel Park
 317 De John's Restaurant 471-9263
 319 Daggett Ronald C & Assoc ins agcy
 422-2203
 PEARL ST ENDS
 321 Appleby T H & Co Inc auto sups 422-4719
 323 Apartments
 20 Silvia Peter
 22 Mizgala Florence M 478-0085
 24 Vacant
 26 Vacant
 28 La Grow James F 471-0265
 30 No Return
 32 Sauro Danl J Jr 472-6157
 34 Kenyon Kath 478-0303
 36 Fiore R
 38 Rand Harold
 40 Bersani Bldg Ofc

1977-78

SOURCE: POLK'S

N SALINA ST

SALINA ST NORTH —FROM 100 ERIE 125
 BLVD EAST NORTH AND WEST TO
 EAST 100 E HIAWATHA BLVD

ZIP CODE 13202
 102 Syracuse Savings Bank 471-7101
 W GENESEE ST BEGINS
 JAMES BEGINS
 108 Vacant
 114 Roy Furniture Co 474-2411
 128 Sauro Daniel Creative Photographic Art
 422-8877
 Studio Delicatessen The 475-9621
 136 Barboni Lou Parking Lot
 150 Office Bldg
 EAST WILLOW BEGINS
 201 Herald-Journal Building (Side Ent)

36

ZIP CODE 13203
 HERALD PL BEGINS
 RTE 490 EXPRESSWAY INTERSECTS
 RTE 81 EXPRESSWAY INTERSECTS
 315 Bersani Building apts
 23*Clark Hazel 422-7640
 25*Edwards S
 27 Merchant Richd W 472-2835
 29*Spadaco Francis P 478-8496
 31 Vacant
 33*Ingram J
 35*Henriot J
 37*Maneu Muriel W 471-1770
 39 Allen Wm R 422-1955
 43 Leoski Ronald
 45*Crandall W
 47*Hundley Rita L
 49 Vacant
 316 Philip Eckel Park
 317 De John's Restaurant 471-9263
 319 Daggett Ronald C & Assoc ins agcy
 422-2203
 PEARL ST ENDS
 321 Appleby T H & Co Inc auto sups 422-4719
 323 Apartments

125

SALINA ST NORTH —FROM ERIE BLVD
EAST NORTH AND WEST TO EAST
HIAWATHA BLVD

ZIP CODE 13202
102 Syracuse Savings Bank 474-7581
W GENESEE ST BEGINS
JAMES BEGINS
108 Vacant
Vacant
114 Roy Furniture Co 474-2411
128 Sauro Daniel Creative Photographic Art
422-8877
Art's New Cosmo Restaurant 471-9586
136 Vacant
138 Vacant
140 Vacant
150 Office Bldg
Rooms

EAST WILLOW BEGINS
200 Besdin Furniture Co Inc 479-5551
201 Herald-Journal Building (Side Ent)
206 Besdin Furniture Co (Stge)
212 Poodle's & Jim's Restaurant 471-9368
216 National Sleep Center Inc furn 475-0157

38

ZIP CODE 13203
HERALD PL BEGINS
315 Bersani Building apts
23★Kelley Marion L
25 Crispino Ronald J 422-6332
27 Vacant
29 Williams Leonard O 422-4975
33 No Return
35 Ostuni Frank 422-8888
37 Trytek Eliz M 471-6358
39 Allen Wm R 422-1955
43★Leoski Ronald
45 Passafiume Anna 422-4658
47 Fidler Clara M 422-8092
49 Maneu Muriel W 471-1770
317 Zipper Repair Service 471-2937

ZIP CODE 13202
WEST GENESEE BEGINS
EAST GENESEE BEGINS
102 Syracuse Savings Bank 474-7581
JAMES BEGINS
108 U S O Of Central New York Inc The
HA2-7653
Volunteer Center Inc 471-9131
114 Warehouse Outlet furn GR4-2411
128 Sauro Daniel Creative Photographic Art
photog HA2-8877
New Cosmos Sandwich Shop GR1-9586
130 Weston's Cut Price Drugs HA2-1916
Weston E L Realty Co Inc HA2-1916
132 Things Shoe Stores 471-9753
136 Raymours Furniture Annex
138 Fay's Credit Clothing Co HA2-3914
140 Roy Furniture Co Inc 474-2411
150 Office Bldg
Rooms
Rear Vacant
2 Vacant
3 Vacant
4 Vacant
5 Vacant

STREET CONTINUED

152 Siegelman's Liquor Store HA2-1016
EAST WILLOW BEGINS
200 Besdin Furniture Co Inc HA2-5231
206 Besdin Furniture Co
212 Poodle's & Jim's Restaurant GR1-9368
216 National Sleep Center Inc furn 475-0157
ROUTE 81 EXPRESSWAY INTERSECTS
235 Vacant

38

ZIP CODE 13203
HERALD PL BEGINS
315 Bersani Building apts
23 Theetge Evelyn Mrs
25 Kraft Russell H HA2-3017
27 Cornish Michl
29 Williams Leonard O HA2-4975
33 Clark Laura U 422-8333
35 Ostuni Frank 422-8888
37 Trytek Eliz M GR1-6358
39 Allen Wm R 422-1955
43 Welch Mary M 471-5478
45 Passafiume Anna 422-4658

---WEST GENESEE BEGINS
 101 DAW DRUG CO INC GRI-7706
 102 SYRACUSE SAVINGS BANK GR4-7581
 105 BUSY BEE THE VARIETY STORE
 GRI-8189
 ---JAMES BEGINS
 108 U S D OF CENTRAL NEW YORK INC
 THE HA2-7653
 VOLUNTEER CENTER INC 471-9131
 113 SYRACUSE BEAUTY SCHOOL SCHOOL
 OF BEAUTY 471-6777
 114 WAREHOUSE OUTLET FURN GR4-2411
 117 VACANT
 120 WAREHOUSE OUTLET
 121 GOLD BOND GIFT CENTER STAMP
 REDEMPTION 471-5200
 GOLD BOND STAMP CO SLS DEPT
 HA2-3221
 124 VACANT
 127 VACANT
 128 SAURO DANIEL CREATIVE
 PHOTOGRAPHIC ART PHOTOG
 HA2-8877
 NEW COSMOS SANDWICH SHOP
 GRI-9586
 130 WESTON'S CUT PRICE DRUGS
 HA2-1916
 WESTON E L REALTY CO INC
 HA2-1916
 131 VACANT
 132 THINGS SHOE STORES SHOES
 471-9753
 133 VACANT
 136 AMERICAN OPINION LIBRARY SLS
 RETAIL BOOKS 471-7347
 138 FAY'S CREDIT CLOTHING CO
 HA2-3914
 139 NATIONAL SLEEP CENTER INC SLS
 BEDDING & SUPS 475-0157
 140 ROY FURNITURE CO INC GR4-2411
 150 ROOMS
 1 ASCOT VAN LINES INC MOVING
 SERV GR4-6002
 2 VACANT
 3 VACANT
 4 VACANT
 5 VACANT
 STREET CONTINUED
 152 SIEGELMAN'S LIQUOR STORE
 HA2-1016
 ---EAST WILLOW BEGINS
 ---WEST WILLOW BEGINS
 200 BESDIN FURNITURE CO INC
 HA2-5231

201 SPORT SUPPLY INC SPORTING EQUIP
 SLS GRI-5702
 205 VACANT
 206 NOAH'S ARK AUTO ACCESSORIES INC
 HA2-3778
 209 DANIAL, JOHN SHOES
 211 COLONIAL JEWELRY CO HA2-0893
 212 POODLE'S & JIM'S RESTAURANT
 GRI-9368
 213 HARALAMBIDES CONSTANTINE
 215 SYRACUSE BARGAIN HOUSE MENS CLO
 *
 MAIN STREET GYMNASIUM
 216 GOLDBERG M & SONS SYRACUSE INC
 FURNITURE SLS GRI-4136
 217 FRANK'S JEWELRY * HA2-3616
 219 VACANT
 229 RAYMOURS FURNITURE CO INC
 475-7266
 235 RAYMOUR'S WAREHOUSE STORE HOME
 FURNISHINGS 475-7266
 ---HERALD PL BEGINS
 315 BERSANI BUILDING APTS
 23 THEETGE EVELYN MRS
 25 KRAFT RUSSELL M HA2-3017
 27 DE ROSE VINCENZINA MRS
 HA2-9684
 29 WILLIAMS LEONARD D HA2-4975
 33 WILMONT JOSEPHINE MRS
 35 OSTUNI FRANK HA2-2560
 37 TRYTEK ELIZ M GRI-6358
 39 TALARICO EUGENIO 422-9326
 43 WELCH MARY M 471-1245
 45 PASSAFIUME ANNA 422-4658
 47 FIDLER CLARA M HA2-1658
 49 MANEU MURIEL * 471-1770
 STREET CONTINUED
 317 ZIPPER REPAIR SERVICE GRI-2937
 319 UNION MANUFACTURING & GAUGE CO
 VALVE MFRS HA2-2651
 SYRALL MANUFACTURING CO INC
 INCINERATOR MFRS 471-4934
 36
 ---PEARL ENDS
 321 APPLEBY T H & CO INC AUTO SUPS
 HA2-4718
 323 APARTMENTS
 20 SILVIO PETER
 22 MIZGAGA FLORENCE M
 28 LA GROW JAMES F
 471-0671

West Genesee begins

- 101 Daw Drug Co Inc (br) GR1-7700
- 102 Syracuse Savings Bank GR4-7581
- 105 Busy Bee The variety store GR1-8189

James begins

- 108 USO of Central N Y Inc The HA2-7653
- 114 Warehouse Outlet furn GR4-2411
- 117 Vacant
- 119-21 Vacant store
- 127 Fishman M H Co 5¢ to \$1.00 Store
HA2-9931

- 128 Vacant
- 130 Weston's Cut Price Drugs HA2-1916
Weston E L Realty Co Inc HA2-1916

- 132 Thing's Shoe Stores
- 133 Roger's Shoe Store HA2-9479
- 136 Under Constn
- 138 Fay's Credit Clothing Co HA2-3914
- 139 Wrights Fit-Rite men's clo GR4-4209
- 140-50 Roy Furniture Co Inc GR4-2411
- 150 (Building Entrance)

Rooms:

- 1 Vacant
- 3 Link Raymond S coml artist GR1-0447
- 4 Home Window Cleaning Co HA2-1038
- 5 Contract Window Cleaning Co GR1-3635

Street continued

- 152 Siegelman's Liquor Store HA2-1016

East Willow begins**West Willow begins**

- 200 Besdin Furniture Co Inc HA2-5231
- 201 Marcy's Army & Navy Store men's
clo HA2-6590
- 205 Zimmerman's Home Furnishers &
Jwlr's Inc HA2-3355
- 206 Noah's Ark Auto Accessories Inc
HA2-3778
- 209 Danial John shoes
- 211 Colonial Jewelry Co HA2-0893
- 212 Poodle's & Jim's Restaurant
GR1-9368
- 213 DeCillis Wm S GR1-8632
Vacant
- 215 Syr Uniform Co GR1-3650
Main St Gymnasium
- 216 Roberts Furniture Co Inc HA2-7949
- 217 Frank's Jewelry HA2-3616
- 218 No return

- 210 Main St Gymnasium
- 216 Roberts Furniture Co Inc HA2-7949
- 217 Frank's Jewelry HA2-3616
- 218 No return
- 219 Vacant
Vacant
- 221-31 Markson Bros Inc furn GR4-4831
- 224 Midtown Theatre GR1-8021
Morris Benj lwyr GR1-8021
- 226 Storage
- 230 Holiday Restaurant The GR1-9010
- 232 Vacant store
- 235 Syracuse Fabric Corner The dry gds
GR1-3671

Herald pl begins

- 240 Markson Bros Inc furn annex GR4-4831
- 242 Raymours Furniture Co Inc
HA2-4189
- 246 Lusty's Delux Sandwich Shoppe
GR1-9882
- 253-59 Goldberg M & Sons Syr Inc furn
GR1-4136
- 261 Ribyat Bros men's clo GR9-9695
- 263 Goldberg M & Sons Syr Inc (show rms)
- 265 Goldberg M & Sons Syr Inc (stge)
- 269 Salina Discount men's clo
- 271 Vacant

NYCRR bridge**East Belden av begins****West Belden av begins****Oswego blvd intersects**

- 315 Apartments
- 25 Kraft Russell H HA2-3017
- 27 Thelen Carl E
- 29 Williams Leonard O HA2-4865
- 35 Ostuni Frank HA2-2560
- 37 Trytek Ellis M GR1-6358
- 39 Carbone Michl V jr HA2-3217
- 43 Hieder Anneliese HA2-7339
- 45 Samar Jas A GR1-8431
- 47 Fuller Clara M HA2-1568
- 49 Husted Russ H

begins

- 101ΔDaw Drug Co Inc
- 102ΔSyracuse Savings Bank
- 105ΔBusy Bee The variety store
- James st begins**
- 108ΔUSO of Syracuse & Onondaga County Inc The
- 113 Triangle Shoe Store
- 114ΔWarehouse Outlet furn
- 117ΔLynn's women's apparel
- 121ΔP&C Food Markets
- 125 Vacant
- 127ΔFishman M H Co 5¢ to \$1.00 store
- 128ΔRochester Self Service Shoe Store
- 130ΔWeston's Drug Store
ΔMayer Alf A signs
- 132ΔThings Shoe Stores
- 133ΔRoger's Shoe Store
- 136ΔSchiff's Shoe Market
- 138ΔFay's Credit Clothing Co men's clothing
- 139ΔFit-Rite Outfitters Inc
ΔWrights Fit-Rite Inc (Fit-Rite Outfitters Inc)
- 140ΔRoy Furniture Co Inc
- 148 Storage
- 150 (Building entrance)

Rooms:

- 1ΔHier Fredk P Est real est
- 3ΔLink Raymond S coml artist
- 4ΔHome Window Cleaning

artist

- 4ΔHome Window Cleaning Co
- 5ΔContract Window Cleaning Co
- 152ΔSiegelman M Co liquors
- East Willow st begins**
- West Willow st begins**
- 200ΔBesdin Furniture Co Inc

- 201ΔMarcy's Army & Navy Store
- 205ΔZimmermans Home Furnishers & Jewelers Inc
- 206ΔNoah's Ark Auto Accessories Inc
- 209 Danial John shoes
- 210 Vacant 2
Vacant 3
- 211ΔColonial Jewelry Co
Chandler Athalia Mrs 2
Vacant 3
- 212 Poodle's & Jim's Restaurant
- 215 Block Jacob S men's furnishings
ΔMain St Gymnasium
- 216ΔRoberts Furniture Co Inc
- 217ΔFrank's Jewelry
- 218ΔKieffer Bros Inc furn
@
- 219 Green Howard K 2
Pickett Floyd C 3
- 224ΔMidtown Theatre
- 225ΔMarkson Bros Inc furn
- 226ΔCorey's Luncheonette

West Genesee st begins
 101-121 Atlantic Building
 101 ΔDaw Drug Co Inc
 102 ΔSyracuse Savings Bank ©
 105 ΔBusy Bee The variety store
 James st begins
 108 ΔN Y S Div of Veterans
 Affairs
 ΔOnondaga County Veterans
 Service Agency 31
 113 Triangle Shoe Store 31
 114 ΔWarehouse Outlet furn 32
 117 ΔLynn's wo's apparel 32
 120 Vacant 32
 121 ΔP & C Food Market 32
 124 Vacant 32
 125 Vacant 32
 127 ΔFishman M H Co 5c to
 \$1.00 store 32
 128 ΔRochester Sample Shoe
 Store 32
 130 ΔWeston's Drug Store
 ΔMayer All A signs 32
 132 ΔThings Shoe Stores 32
 133 Roger's Shoe Store 32
 136 ΔSchiffs Shoe Market 32
 138 ΔFay's Credit Clothing Co
 men's clothing 32
 139 ΔFit-Rite Outfitters Inc 32
 140 ΔRoy Furniture Co Inc 32
 146 Vacant 32
 148 Storage 32
 150 (Building entrance) 32
 1 ΔHier Fredk P Est real est 32
 2 ΔLink Raymond S coml
 artist 32
 4 ΔHome Window Cleaning Co 32
 5 Luce Freeman A wood
 novelties 32
 152 ΔSiegelman M Co liquors
 East Willow st begins
 West Willow st begins
 200 ΔBesdin Furniture Co
 Inc 40
 201 ΔMarcy's Army & Navy
 Store 40
 205 ΔZimmermans Home Furn-
 ishers & Jewelers Inc 40
 206 ΔNoah's Ark Auto Accessor-
 ies Inc 41
 209 ΔJoe's Pants Shop men's
 pants 41
 210 Rapoport Saml N men's
 whol
 furnishings h-2
 Sure Rest Knitwear Co
 Cook Fred W-2
 Montour Alex-3

206 ΔNoah's Ark Auto Accessor-
 ies Inc 4
 209 ΔJoe's Pants Shop men's
 pants 4
 210 Rapoport Saml N men's
 whol
 furnishings h-2
 Sure Rest Knitwear Co
 Cook Fred W-2
 Montour Alex-3
 211 ΔColonial Jewelry Co
 ΔKinne Ellen Mrs-2
 212 ΔCooper E A Wall Paper Co
 215 Block Jacob S men's furn-
 ishings
 ΔDell's Johnny Gymnasium
 216 ΔRoberts Furniture Co Inc
 217 ΔFrank's Jewelry
 218 ΔKieffer Bros Inc furn ©
 219 Green Howard K-2
 Pickett Floyd C-3
 224 ΔMidtown Theatre
 ΔBurns Earl T food broker
 ΔDistinctive Theatres Corp
 225 ΔMarkson Bros Inc furn
 226 ΔMerchants Sandwich Shop
 230 ΔDerby Restaurant The
 232 Vacant
 239 Vacant
 Herald pl begins
 240 ΔMarkson's Annex furn
 242 ΔRaymours Furniture Co
 246 ΔSurplus Army & Navy
 Store
 248 ΔWeiss Jerome optom
 250 ΔDiamond Jewelry Co The
 257 ΔGoldberg M & Sons Syra-
 cuse Inc furn dlr
 261 ΔRibyat Bros clothing
 263 Storage-2,3,4
 265 Vacant
 266 ΔMary Anne Snack Bar
 268 ΔPaparo Mielh barber
 269 Kaplan Louis men's furn
 270 ΔRobbino Danl G dentist
 272 Spence Dry Cleaners
 NYCRR bridge
 East Balboa st begins

NORTH SALINA STREET from 301
 Erie blvd east, north and west to 305
 East Hiawatha blvd wds 9, 3, 2, 1 309
 Map J 9, G 7, Zone 2 to 299 30
 Zone 3 to 499, Zone 8 to end
 Bus: ermut bus to 500 block, 311
 Wolf bus to end 313
 West Genesee st begins 315
 102 ΔSyracuse Savings Bank @ apt.
 James st begins
 108 ΔN Y S Div of Veterans 2
 Affairs 2
 ΔOnondaga County Veterans 2
 Service Agency 3
 114 ΔWarehouse Outlet furn 3
 120 ΔGregory's Milk Bar 3
 124 Jacobs Men's Wear 4
 125 Vacant 4
 128 ΔRochester Sample Shoe 4
 Store 4
 128 Vacant 317
 130 ΔWeston's Drug Store 319
 ΔMayer Alf A signs 320
 132 ΔThings Shoe Stores
 135 Roger's Shoe Store 321
 136 ΔSchiffs Shoe Market 323
 138 ΔPay's Credit Clothing Co apt
 men's clothing 2
 139 ΔFit-Rite Outfitters Inc 2
 140 ΔRoy Furniture Co Inc 2
 146 ΔEndicott Johnson Corp shoes 2
 148 Storage 3
 150 (Building entrance) 3
 rm 1 ΔHier Fredk P Est real est 3
 3 ΔLink Raymond S coml 4
 artist 4
 4 ΔHome Window Cleaning Co 4
 5 Luce Freeman A wood 4
 novelties 4
 152 ΔSiegelman M Co liquors 323
 East Willow st begins 325
 West Willow st begins 329
 200 ΔBeslin Furniture Co 330
 Inc
 201 ΔMarcy's Army & Navy 331
 Store 334
 205 ΔZimmermans Home Furn- 334
 ishers & Jewelers Inc 31
 206 ΔNoah's Ark auto accessories 31
 209 ΔJoe's Pants Shop men's 31
 pants
 210 ΔAltee Service Corp
 theatre sound service
 ΔLitcher John F—2
 ΔBrown Geo A—3
 211 ΔColonial Jewelry Co

100
 201 ΔMarcy's Army & Navy 331
 Store 334
 205 ΔZimmermans Home Furn- 334
 ishers & Jewelers Inc 31
 206 ΔNoah's Ark auto accessories 31
 209 ΔJoe's Pants Shop men's 31
 pants
 210 ΔAltee Service Corp
 theatre sound service
 ΔLitcher John F—2
 ΔBrown Geo A—3
 211 ΔColonial Jewelry Co
 Murray Lillian M Mrs—2
 ΔKoslowski John—3
 212 ΔCooper E A Wall Paper Co 3
 215 Block Jacob S men's furn- 3
 ishings
 216 ΔRoberts Furniture Co
 217 Odd Pants Store
 218 ΔEasy Washing Machine
 Store
 ΔKeiffer Bros Inc furn ©
 219 Pickett Floyd C—3
 224 ΔMidtown Theatre
 ΔAir Conditioning Co of
 Syracuse
 225 ΔMarkson Bros Inc furn
 226 ΔSwan Candy Shop
 230 ΔDerby Restaurant The
 232 ΔMohican Co grs and meals
 233 Indian Chas L & Sons
 paper box mfrs

239 Δ Busy Bee The variety store
 Herald pl begins

240 Δ Markson's Annex furn

242 Δ Wilson Furniture Inc \odot

246 Δ Surplus Army & Navy Store

248 Δ Saks Chas I optom

250 Δ Diamond Jewelry Co The

251 Δ Zimmer Mary T Mrs real

257 Δ Goldberg M & Sons Peter case Inc

261 Δ Rhyat Bros clothing

263 Vacant

265 Δ Bartenders Club Inc

266 Δ Lusty's Ice Cream Bar

268 Δ Paparo Michl barber

269 Kaplan Louis men's furn

270 Δ Robbins Danl G dentist

272 Δ Frank's Jewelry Co
 NYCRR bridge
 East Belden av begins
 West Belden av begins
 Oswego blvd crosses

301 Δ Quality Seeds Store

303 Politi Sebastiano barber

303 $\frac{1}{2}$ Δ Valerio Nicholas J—2

305 Δ Photo Typewriter Exchange

309 Zipper Repair Service

309 $\frac{1}{2}$ Buffalo Anthony P—2
 Townsend Howard—2

311 Δ Ajax Auto Supply Co

313 Δ Thanos Christ A gro

315 **BRITTON BLOCK**
 apt 23 Henderson Wm N
 25 Δ Kraft Russell H
 27 Δ Buffa Sebastlan B
 29 Δ Williams Leonard O
 33 Passatelli Anthony
 35 Δ Caracci Frank
 37 Maeri Jos R

West Genesee st begins

102 Syracuse Savings Bank
 James st begins

108 Federal Deposit Insurance Corp

114 Warehouse Outlet furn

120 Gregory's Milk Bar

124 Rochester Sample Shoe Store

125 Vacant

126 Vacant

128 Block's Cut Rate Store
 mens furngs

130 Weston's Drug Store
 Mayer Alf A signs

132 Things Shoe Stores Co

135 Roger's Shoe Store

136 Schiffs Shoe Market

138 Fay's Credit Clothing Co
 men's clothing

139 Fit-Rite Outfitters Inc

140 Roy Furniture Co Inc

146 Endicott Johnson Corp shoes

148 Storage

150 (Building entrance)

151 Hier Fredk P Est real est

152 Calabrian Club

152 Siegelman M Co liquors

East Willow st begins
 West Willow st begins

200 Vacant

201 Odd Pants Store

203 Harke Albert A barber

205 Zimmerman's Home Furniture Dealers

206 Noah's Ark auto accessories

207 $\frac{1}{2}$ Vacant store
 Vacant—3

209 Erlich Elsie Mrs men's furnishings

210 Altec Service Corp
 theatre sound service

211 Colonial Jewelry Co

211 $\frac{1}{2}$ Vacant—2

211	Colonial Jewelry Co	42
211½	Vacant—2	42
	Vacant—3	4
212	Cooper E A Wall Paper Co	
215	Block Jacob S men's furn- ishings	42
216	Schillinger Stove Co Inc	43
217	Kaplan Louis men's furn- ishings	43
218	Easy Wasing Machine Store	43
218-220	Kieffer Bros Inc furn	43
219	Riley Chas—2	4
	Pickett Floyd C—3	
221	Markson Bros Inc furn	
224	Happy Hour Theatre	
226	Swan Candy Shop	44
230	Superior Restaurant	4
232	Mohican Co gros and meats	44
233	Jordan Chas L & Sons paper box mfrs	4
239	Busy Bee The Herald pl begins	45
240	Markson's Annex furn	
242	Wilson Furniture Co Inc ©	
246	Marcy's men's furngs	46
248	Saks Chas I optom	46
250	Vangel Saml cigars	46
251	Timbello Mary A Mrs restr	47
257	Goldberg M & Sons furn	47
261	Ribyat Bros clothing	47
263	Vacant	4
265	Bartenders Club Inc	
266	Lostumbo Jos fruit NYCRR bridge	47
268	Paparo Michl barber	478
270	Robbino Danl G dentist	48
272	Frank Jewelry Co	
274	Vacant	48
	East Belden av begins	
	West Belden av begins	
	Oswego blvd crosses	
301	Quality Seed Store	488
303	Politi Sebastiano barber	490
303½	Vacant—2	
305	Herzog Nathan zipper rnr	

	Butternut bus to 500 nick,	
	Wolf bus to end	301
	West Genesee st begins	303
101	United Cigar Stores Inc	303
102	Syracuse Savings Bank	305
	James st begins	307
108	Federal Deposit & Insurance Corp	309
111	Weston Edmund L druggist	309½
113	Lemp M Estate jwlr and opticians	311
114	Warehouse Outlet furn	313
115	Thing's Shoe Stores Inc	315
117	Empire Market	317
120	Gregory's Milk Bar	319
121	Wise Dresses Inc	320
123	Fishman M H Co Inc five cents to a dollar store	321
124	Rochester Sample Shoe Store	321½
125	Vacant	323
126	Vacant	325
128	Vacant	330
129	Woolworth F W Co five and ten cent store	
130	Electric Lunch Ferguson Morris I signs	
132	Block's Cut Rate Store men's furngs	331
133	Same as 139 do	
135	Cannon's Shoe Store	
136	Acme Quality Paint Store	332
138	Fay's Credit Clothing Co men's clothing	334
139	Fit-Rite Outfitters Inc	336
140	Roy Furniture Co Inc	33
146	Endicott Johnson Corp shoes	340
148	Storage	
150	(Building entrance)	84
151	Hier Fredk P Est real est	346
	Ryan Mildred H Mrs trustee	34
" 3	Hier Robt K coml artist	
" 5	Arns Jacob J tailor	
152	Siegelman M Co liquors	350
	East Willow st begins	
	West Willow st begins	401
200	Hub Furniture Co	40
201	Davidson's jwlr	
203	Harke Albert A barber	405

- 205 Vacant
- 206 Noah's Ark auto accessories
- 207) Vacant store
Cornell Hug P—3
- 209 Kaplan Louis men's fur-
nishings
- 210 Italian World War Veterans
of U S A
- 211 Colonial Jewelry Co
- 211) Wilkins Fred A—2
Vacant—3
- 212 Phil's Grill restr
- 215 Block Jacob S men's fur-
nishings
Bartender's Union Local 78,
AF of L
- 216 Schilling Stove Co Inc
- 217 Zimmerman's Home Furnish-
ers and Jewelers
- 218 Kleffer Bros Inc furn
- 219 Steele Jennie M Mrs—2
Pickett Floyd C—3
- 221 Markson Bros Inc furn
- 224 Happy Hour Theatre
- 226 Viassopoulos Dennis confr
- 230 Superior Restaurant
- 232 Mohican Co gros
- 233 Jordan Chas L & Sons
paper box mfrs
Cooper E A Wall Paper Co
- 239 Interstate Bargain House
Inc variety
Herald pl begins
- 240 Markson's Annex furn
- 242 Schiff's Super Shoe Market
- 246 Marcy's men's furngs
- 248 Saks Chas I optom
- 250 Ruffos Elias restr
- 251 Timbello Marie A Mrs
restr
- 257 Goldberg M & Sons furn
- 261 Ribyat Bros clothing
- 263 Vacant
- 265 Falk & Lipsy furn
- 266 Lostumbo Jas fruit
NYCRR bridge
- 268 Paparo Micht barber
- 270 Robbino Danl G dentist
- 272 Frank Jewelry Co
- 274 Vacant
East Belden av begins
West Belden av begins
Oswego blvd crosses
- 301 Venditti Geo tires
- 303 Politti Sebastiano barber
- 303) Vacant
- 305 Vacant
- 307 Vacant
- 309 Vacant
- 309) Gaultie Anthony J—2

- NEW COURT BY BEGINS
-
- NORTH SALINA STREET from 30
Erie blvd east, north and west to 30
Oswego blvd wds 9, 3, 2, 1 Map 3
J 9, G 7 30
- Butternut car to 500 block, 30
Wolf car to end 30
- West Genesee st begins 31
- 101 United Cigar Stores Inc 31
 - 102 Syracuse Savings Bank 31

James st begins su

 - 108 First Trust & Deposit Co 31
 - 111 Weston Edmund L druggist 31
 - 113 Lemp M Estate jwlr 32
 - 114 Penny Profit Stores dry 32
goods
 - 115 Thing's Shoe Stores Inc 3
 - 117 Empire Market 32
 - 118 Kassel Herman men's cloth- 32
ing 33
 - 120 American Stores Co Inc
grocers
 - 121 Wise Dresses Inc
 - 123 Fishman M H Co Inc dept
store
 - 124 Vacant 33
 - 125 Vacant
 - 126 Vacant
 - 128 Vacant 33
 - 129 Woolworth F W Co variety 33
 - 130 Electric Lunch 33
Ferguson Morris I signs
 - 132 Block's Cut Rate Store
men's furngs
 - 133 Same as 132 do
 - 135 O'Neil Shoe Store 34
 - 136 Acme Quality Paint Store
 - 138 Fay's Credit Clothing Co
men's clothing 34
 - 139 Fit-Rite Outfitters Inc 34
 - 140 Roy Furniture Co Inc
 - 141 Hotel Gafney 34
 - 146 Eudicotti Johnson Corp shoes 34
 - 148 Storage 4
(Building entrance)
 - 150 Hler Fredk P real est
Arns Jacob J tailor

152	Seigelman M Co liquors	409
	west willow st begins	411
	West Willow st begins	413
200	Weinholzer's Jacob Sons Furniture Co	418 419
201	Davidson's Jewels	
203	Harka Albert A barber	
205	Giant Young store depart- ment stores	421
206	Noah's Ark auto accessories	423
207	Clees Carmen D beauty shop	425 427
	Seldner Catherine E Mrs	
209	Kaplan Reuben men's furnishings	429 431
210	Italian World War Veterans of U S A	433 435
211	Colonial Jewelry Co	
211	Wilkins Fred A—2	437
	Barkley Fred J—3	
212	Palm Restaurant	439
215	Block Jacob S men's fur- nishings	441
216	Schillingor Store Co Inc	
217	Ajax Auto Accessories Inc	
218	Kieffer Bros Inc furn	
219	Starke Jennie M Mrs—2	443
	Ireton Floyd C—3	445
224	Happy Hour Theatre	447
225	Markson Bros Inc furn	449
226	Vlassopoulos Dennis confr	
230	Superior Restaurant	451
232	Mohican Co gros	
233	Jordan Chas L & Sons paper box mfrs	460
	Onondaga Jewelry Co	
237	Cooper E A Wall Paper Co	462
239	Interstate Bargain House Inc variety	472 474
	Herald pl begins	476
240	Lee Furniture Co Inc	478
242	Hub Furniture Co	480
246	Marcy's men's furngs	
248	Vacant	482
250	State Restaurant	484
257	Goldberg M & Sons furn	
261	Rihyat Bros clothing	
263	Vacant	
265	Falk & Lipsy furn	488
266	Lostumbo Theresa Mrs fruit	490
	N Y C R R bridge	
268	Paparo Michel barber	500
270	Robbino Danl G dentist	501
272	Frank Jewelry Co	50
	Fulton st begins	504
	East Selden av begins	507
	West Selden av begins	
	Oswego Blvd crosses	
301	Venditti Geo tires	50
303	Gialto Anthony florist	509
303	Kovotaki Nicholas	
305	Cubstone Lunch The	
307	Vacant	512
309	Vacant	51



FIRE INSURANCE MAP RESEARCH RESULTS

Date: 2016-12-02

Order Number:20161130088

101-239 And 214 N Salina St, Syracuse, NY, 13202

Listed below, please find the results of our search for historic fire insurance maps from our in-house collection, performed in conjunction with your ERIS report.

State	City	Date	Volume	Sheet(s)
New York	Syracuse	1892	1	18,19
New York	Syracuse	1892	2	112,113
New York	Syracuse	1910	1	1-1
New York	Syracuse	1911	2	152-1
New York	Syracuse	1911	3	314-1,315-1
New York	Syracuse	1950	3	314-1,315-1
New York	Syracuse	1951	1	1-1
New York	Syracuse	1951	2	152-1
New York	Syracuse	1953	1a	1A,28A,56A,57A
New York	Syracuse	1961	1a	1A,28A,56A,57A
New York	Syracuse	1968	1a	1A,28A,56A,57A
New York	Syracuse	1971	1a	1A,28A,56A,57A
New York	Syracuse	1990	1a	1A,28A,56A,57A

Individual Fire Insurance Maps for the subject property and/or adjacent sites are included with the ERIS environmental database report to be used for research purposes only and cannot be resold for any other commercial uses other than for use in a Phase I environmental assessment.

Subject property outlined in red
(all boundaries are approximate)

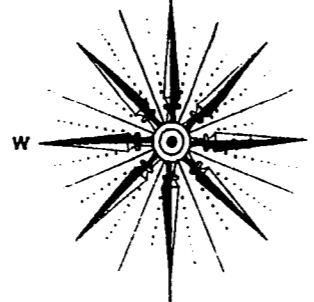
18
SYRACUSE, N.Y.

N. FRANKLIN

W. GENESEE

N. CLINTON

N. SALINA



CLINTON SQUARE

TWO

SEE

VOLUME

Tow Path

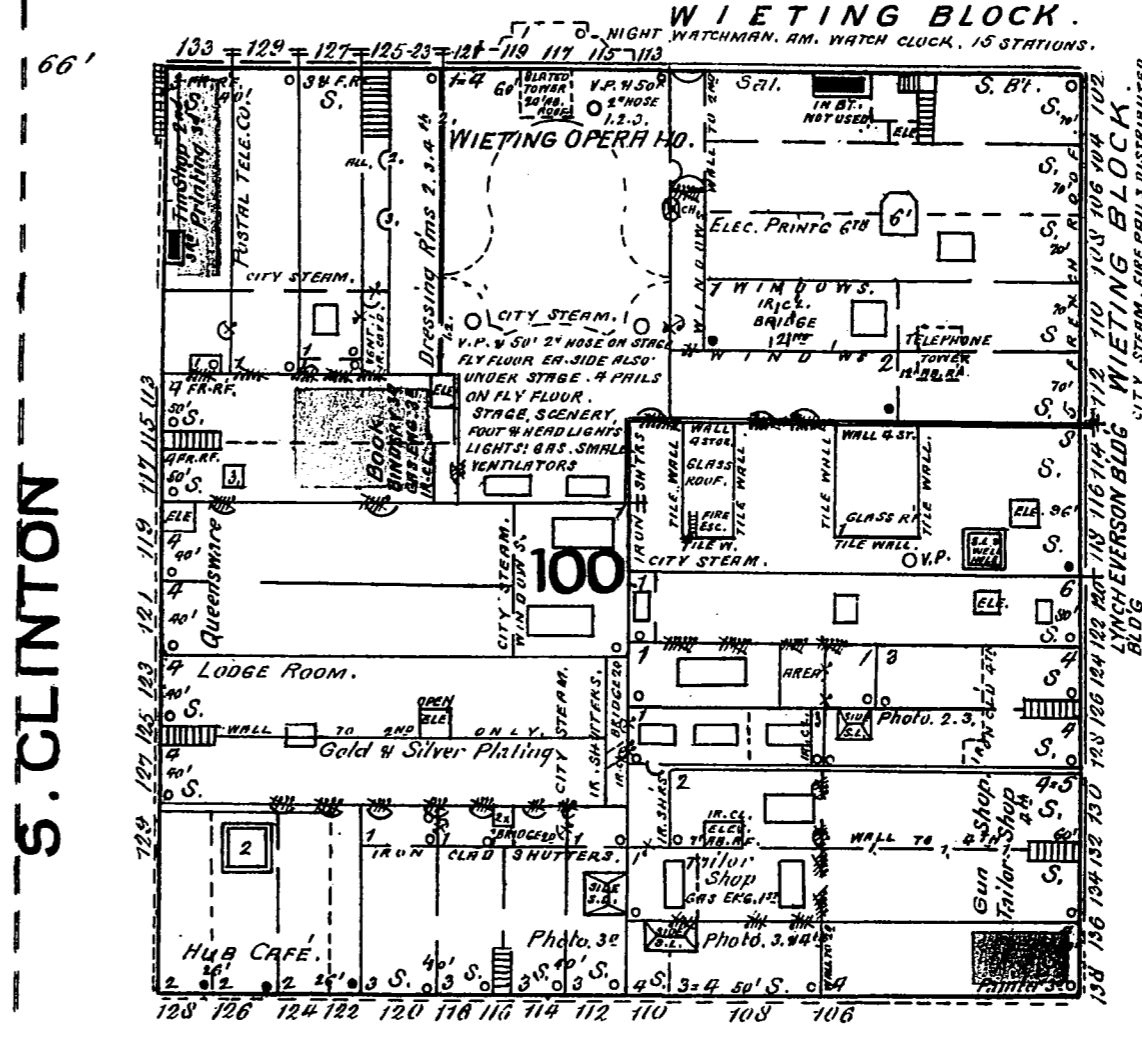
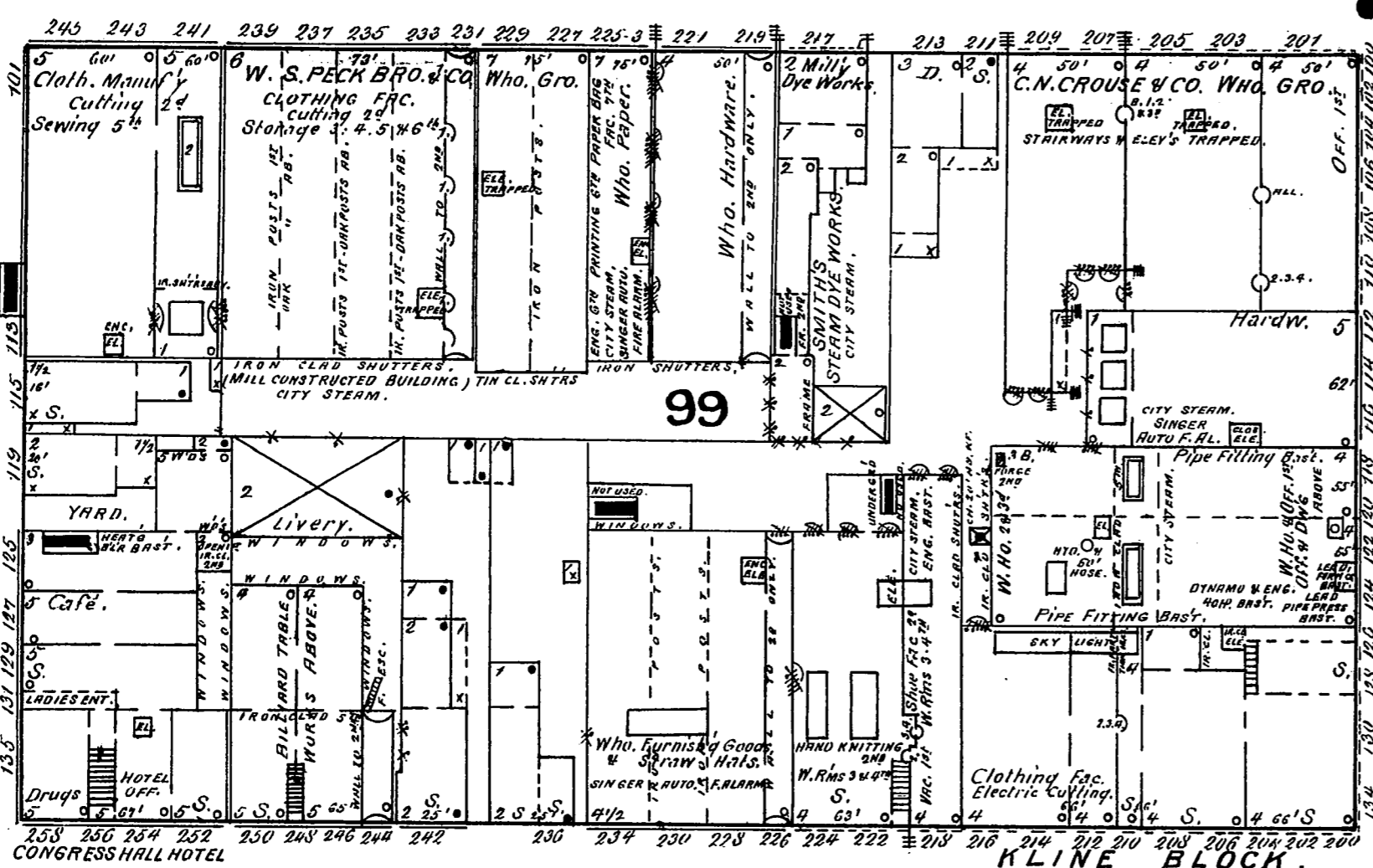
ERIE

CANAL

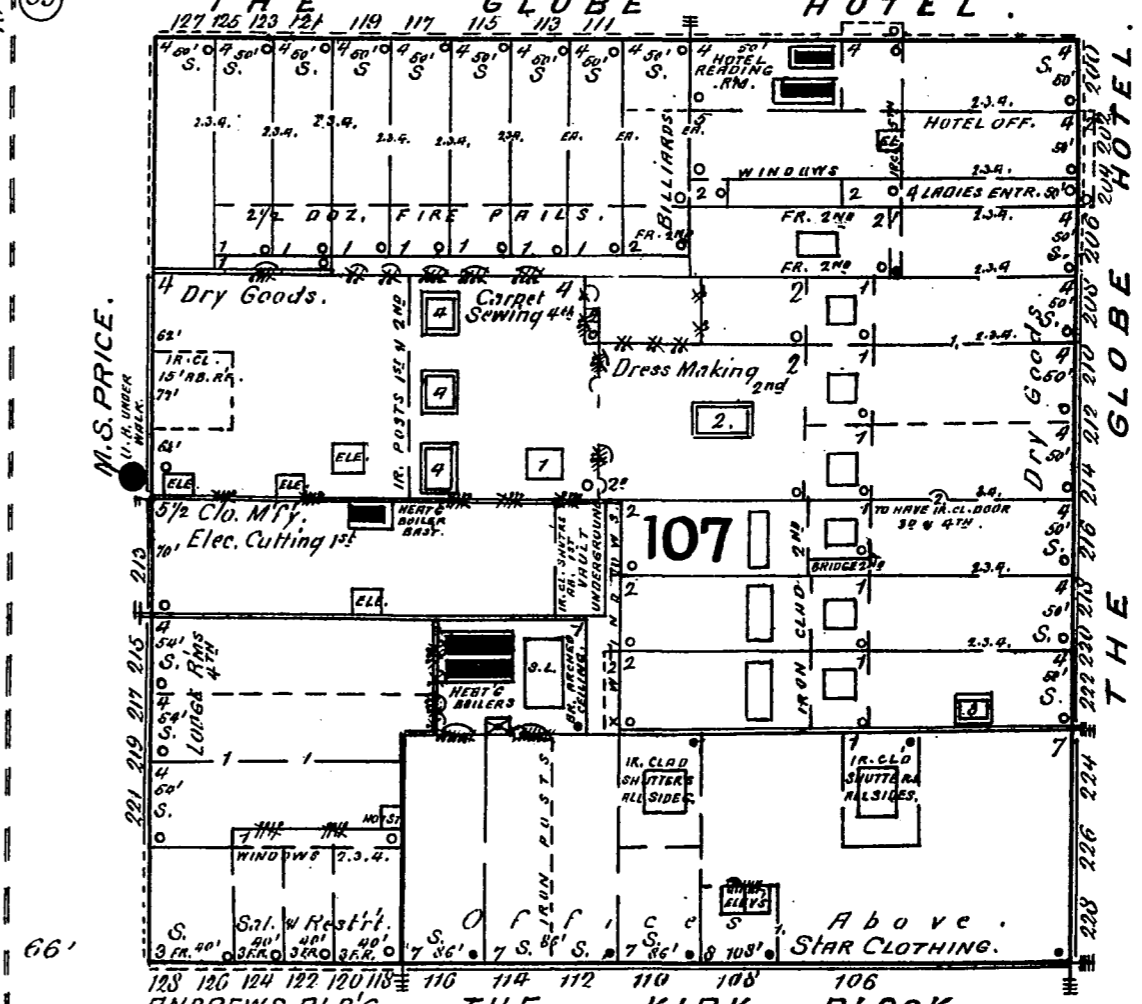
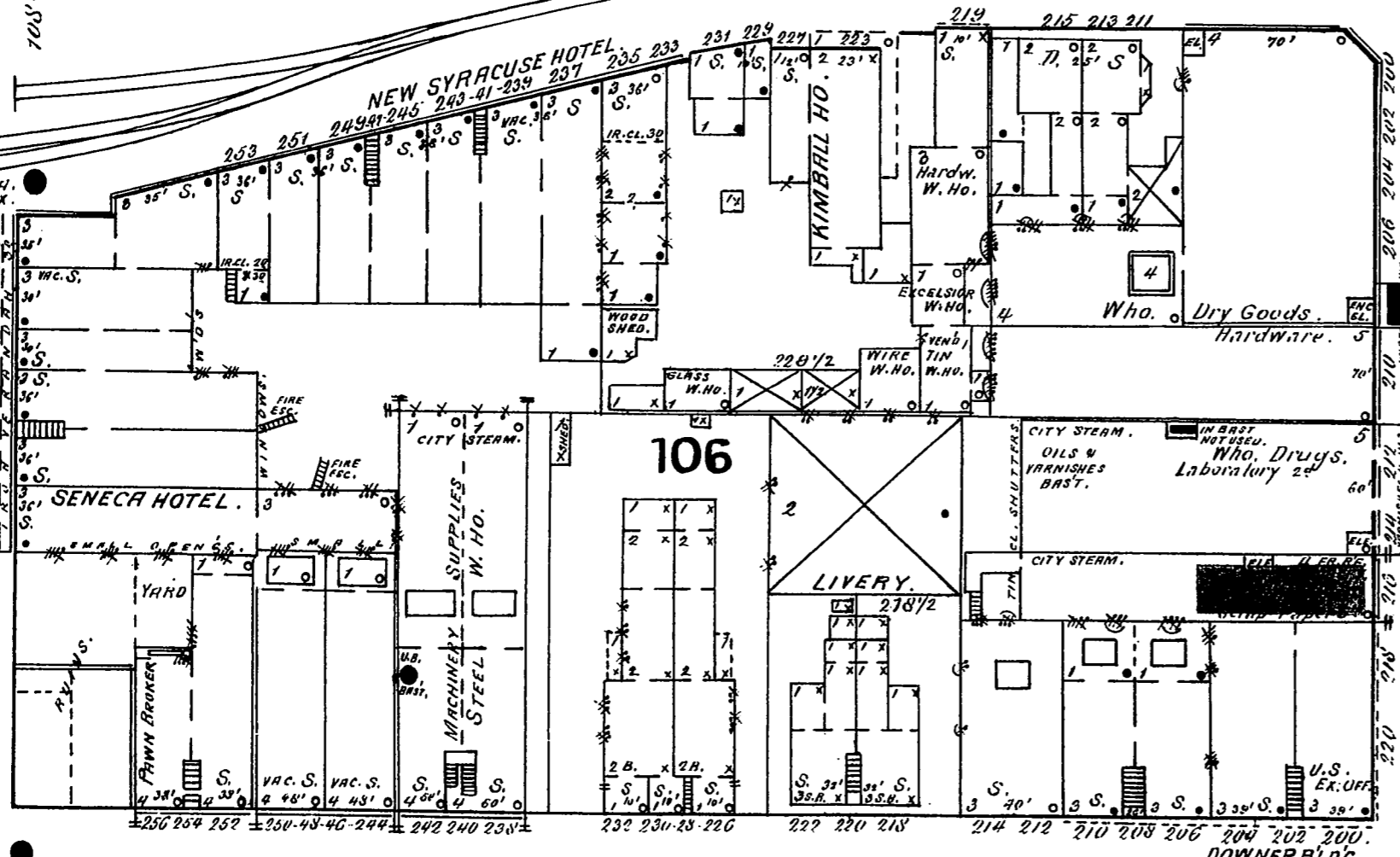
CLINTON SQUARE

W. WATER

E. WATER



W. WASHINGTON



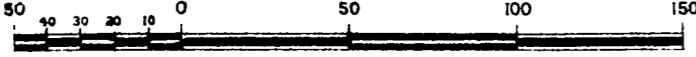
W. FAYETTE

SEE

SHEET

Nº 29

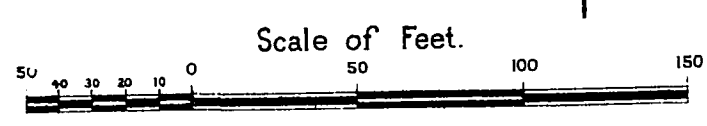
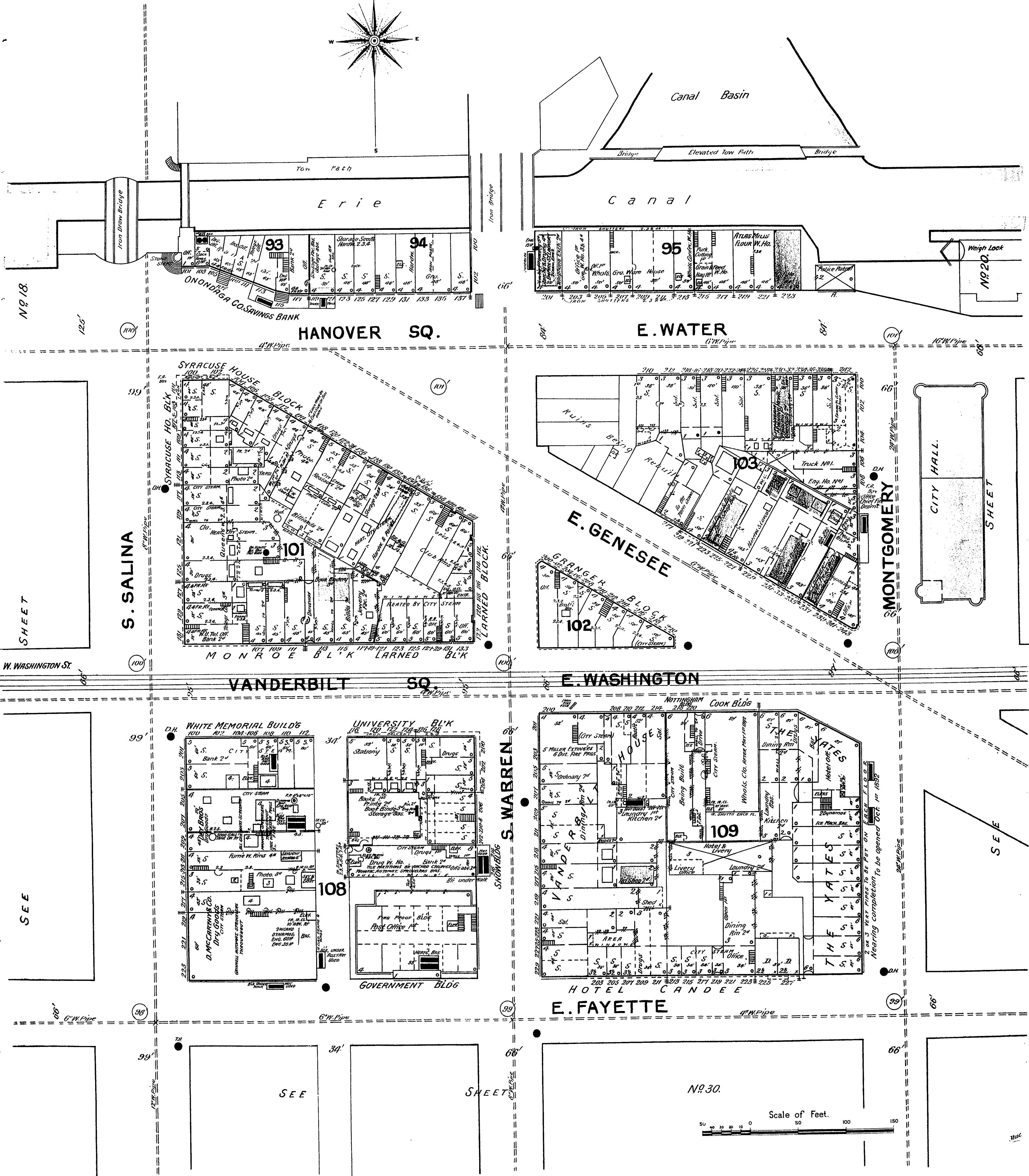
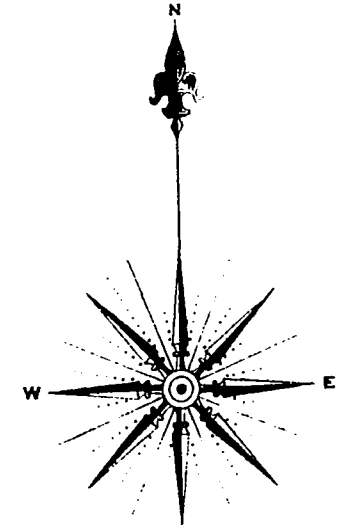
Scale of Feet.

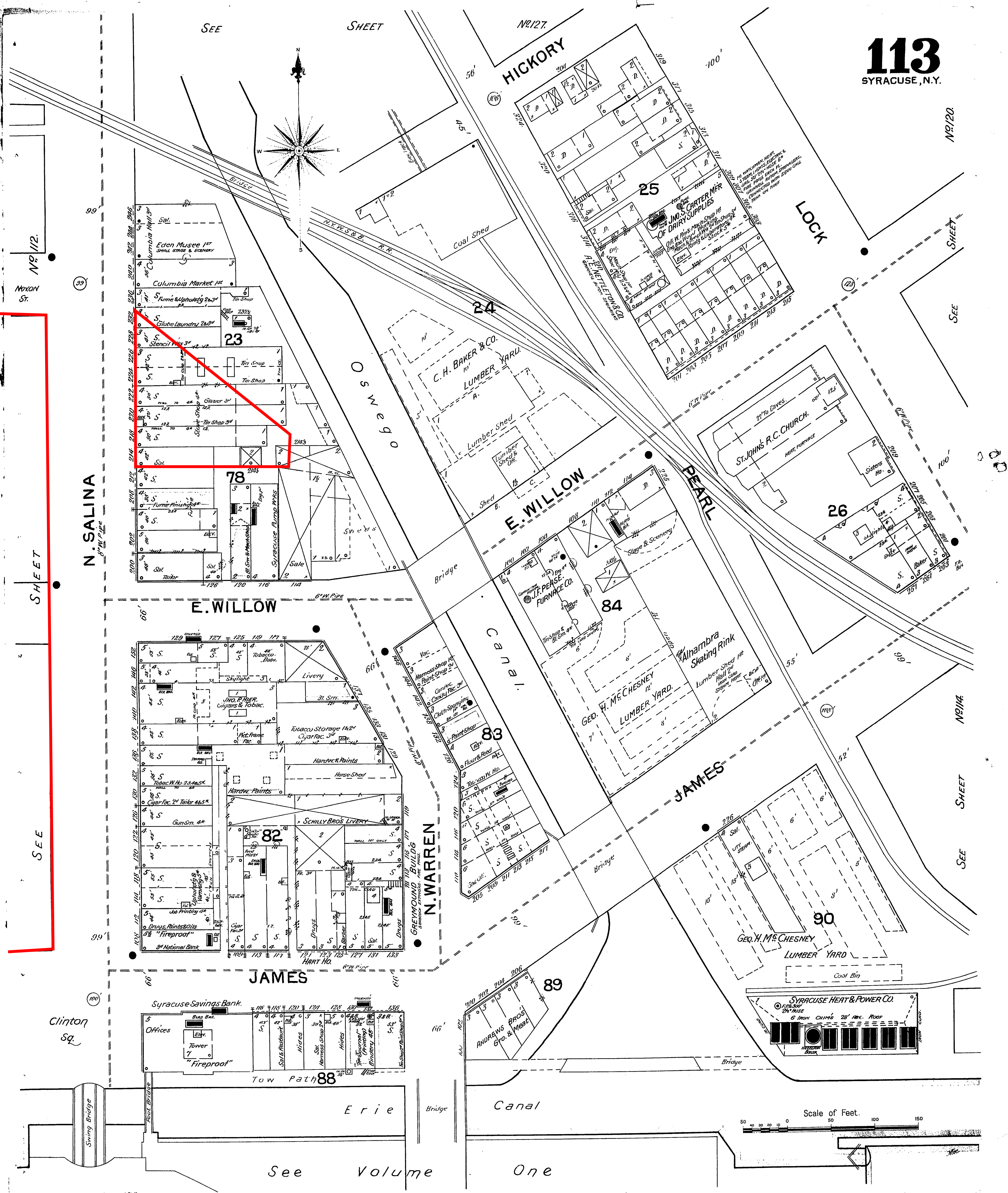


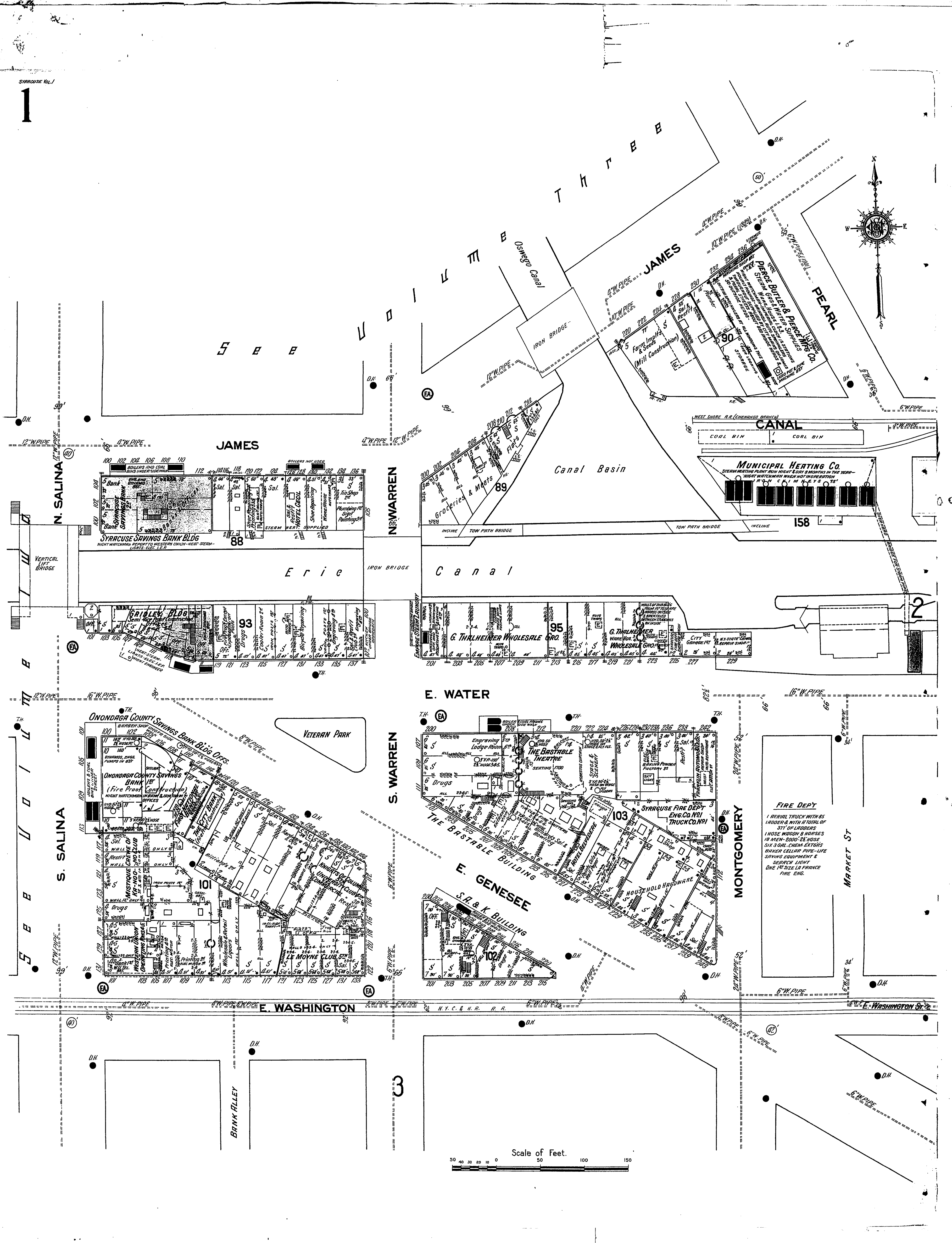
See

Volume

Two.

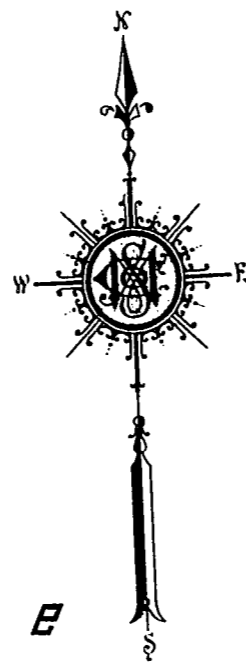






MECHANIC ST.

N. FRANKLIN ST.



W. GENESEE ST.

N. CLINTON ST.

CLINTON SQUARE

S e e U o l u m e T h r e e

Erie

Canal

N. SALINA ST.

JAMES ST.

IRON CLAD BRIDGE

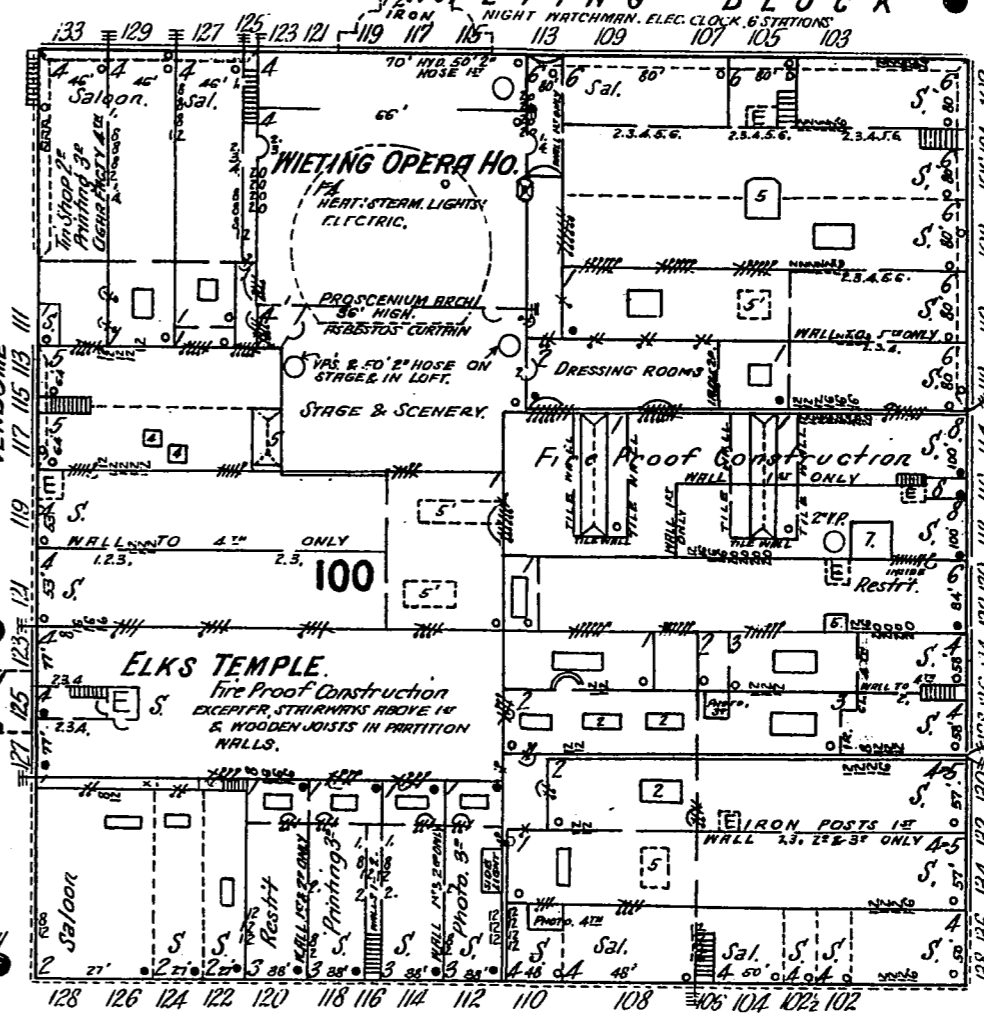
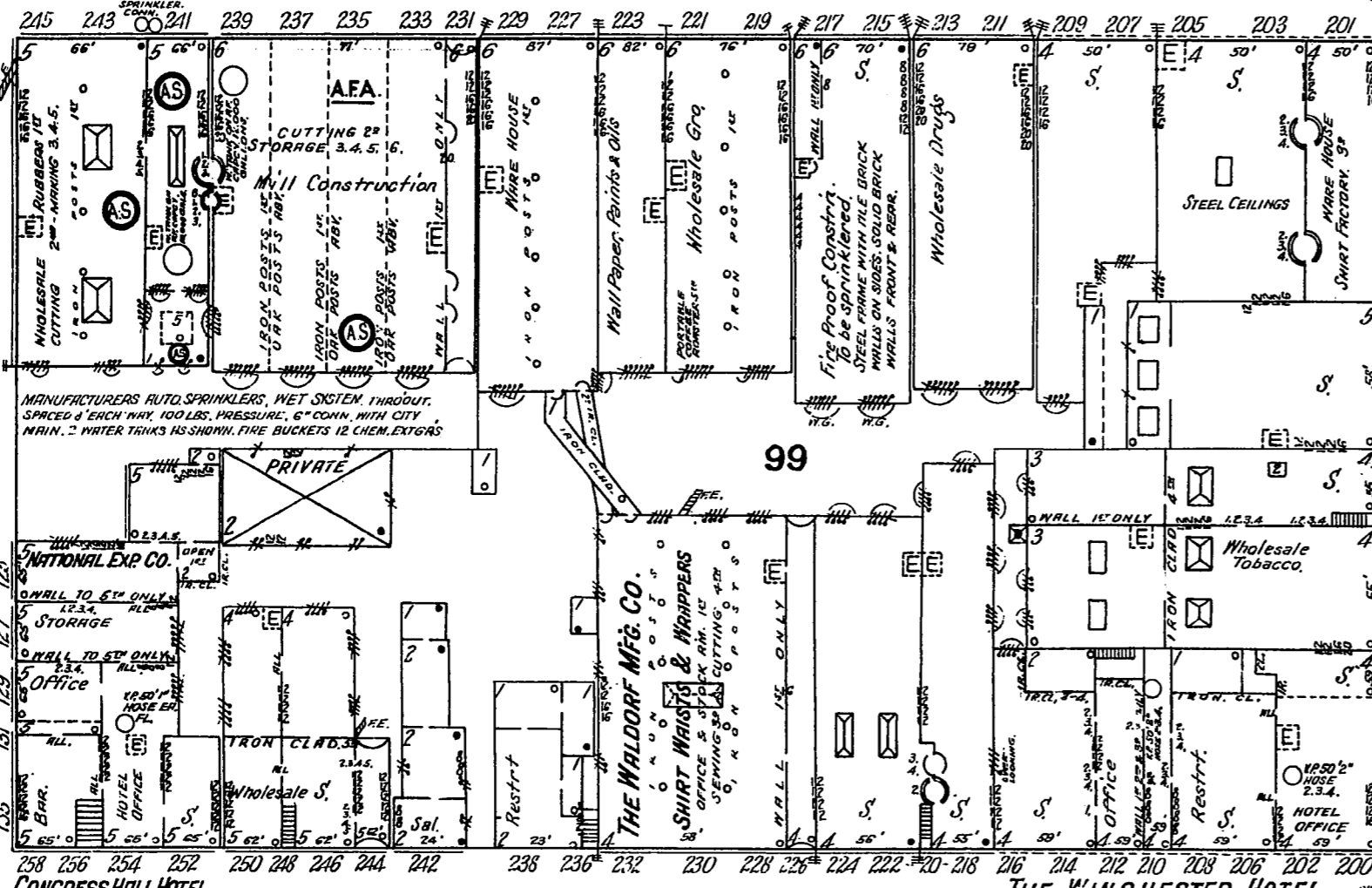
IRON CLAD BRIDGE

E. GENESEE ST.

W. WATER ST.

W. S. PECK & CO. CLOTHING FACTORY

FINLETING BLOCK

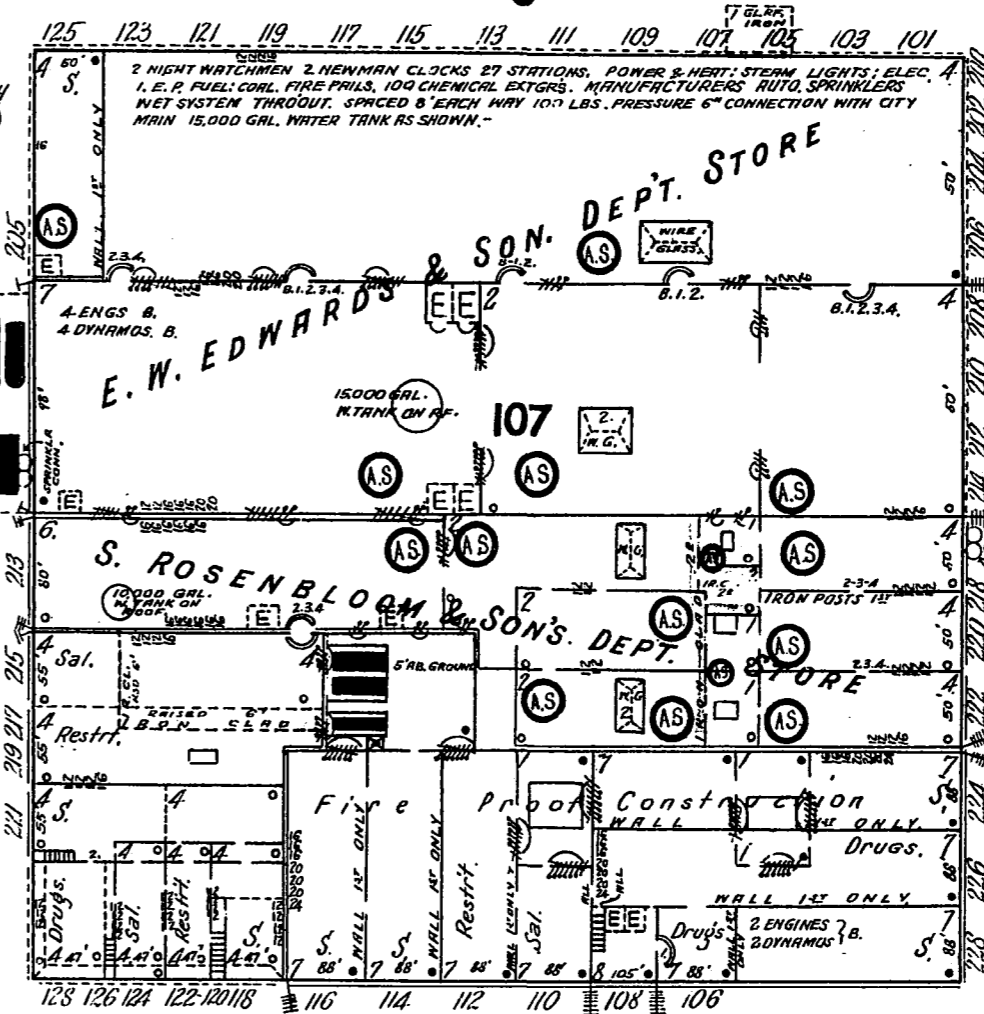
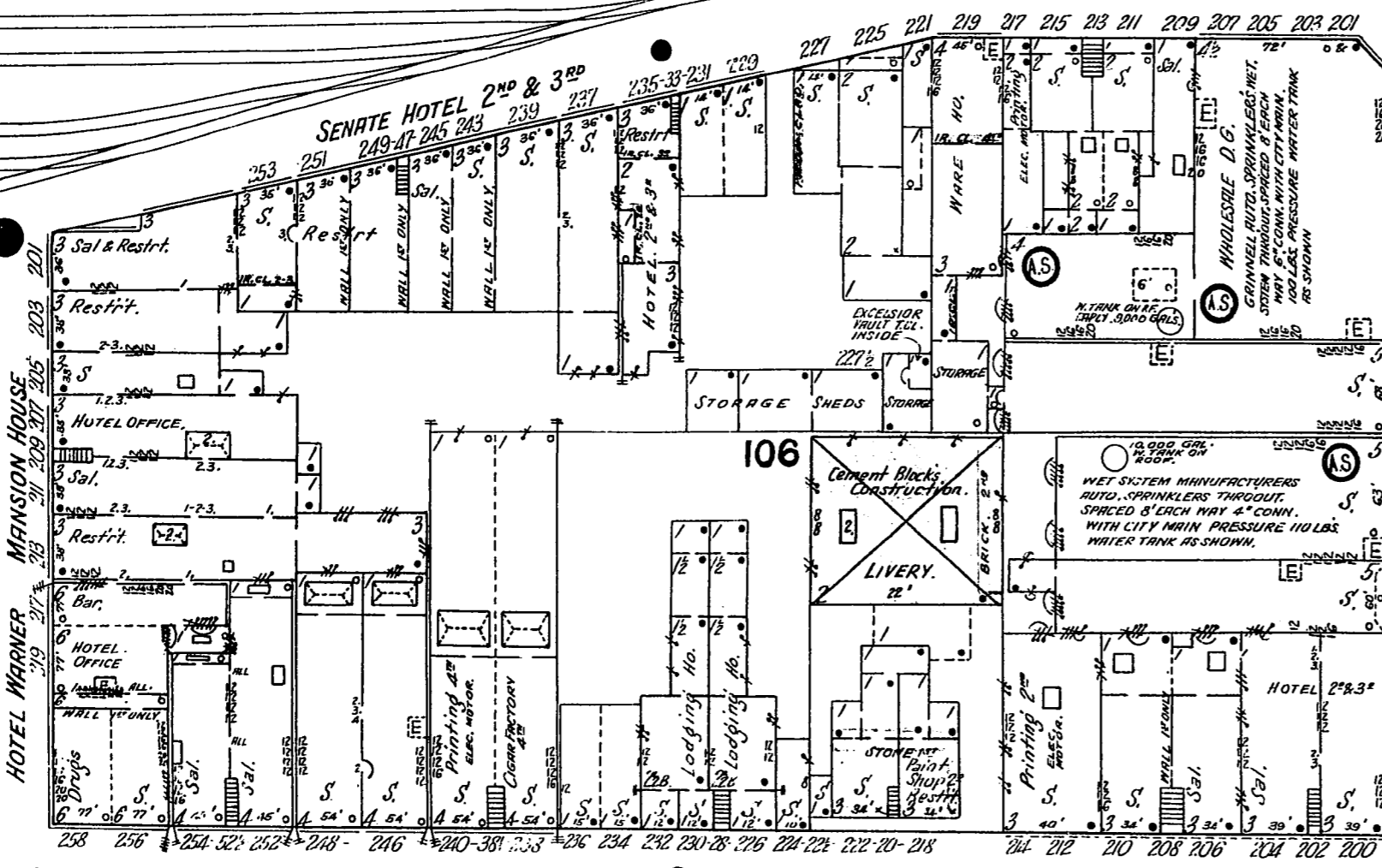


S. FRANKLIN

S. CLINTON

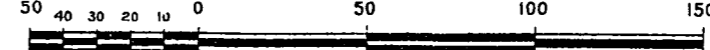
S. SALINA

W. WASHINGTON

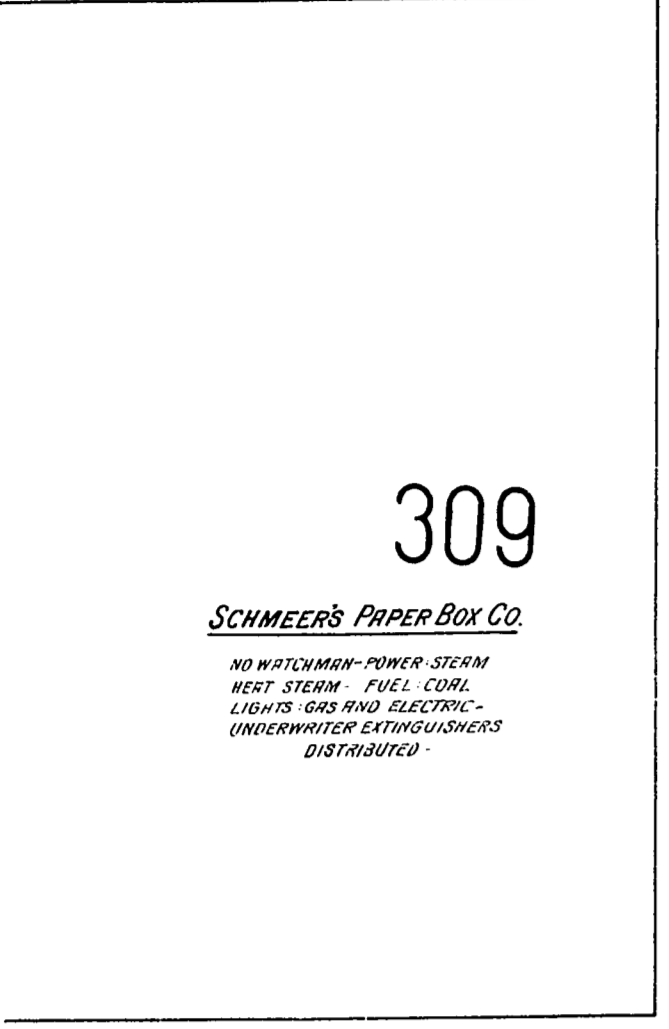


W. FAYETTE

Scale of Feet.



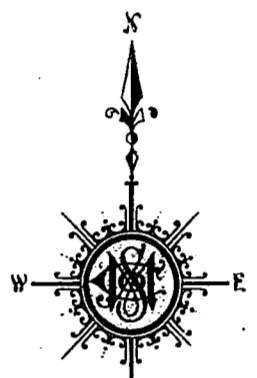
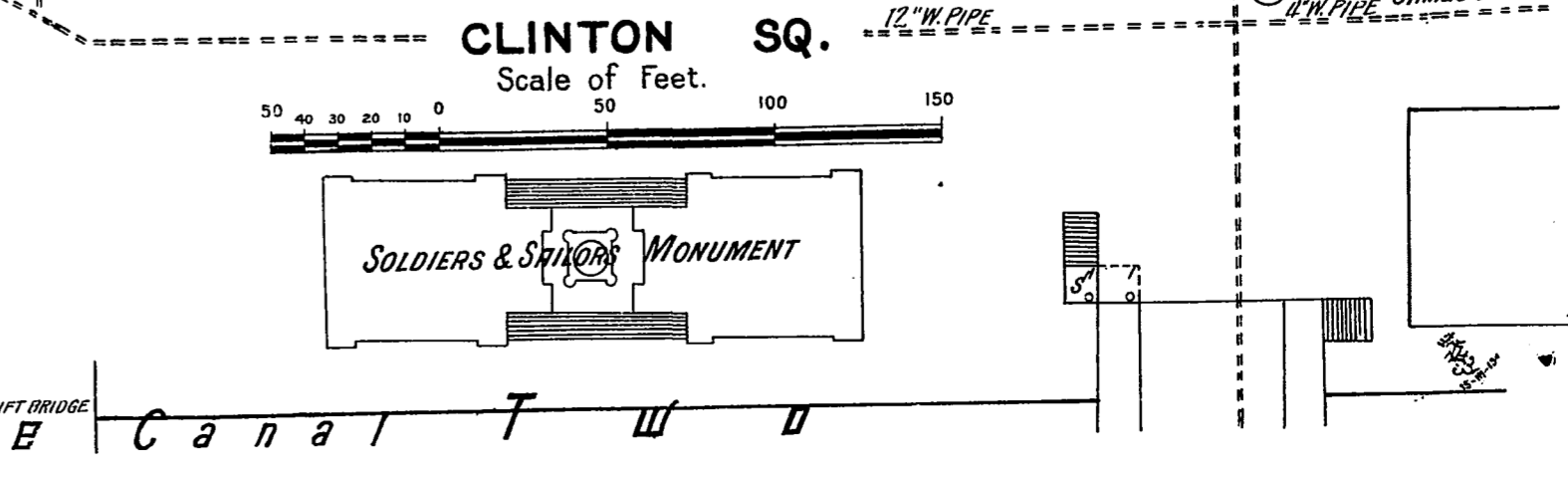
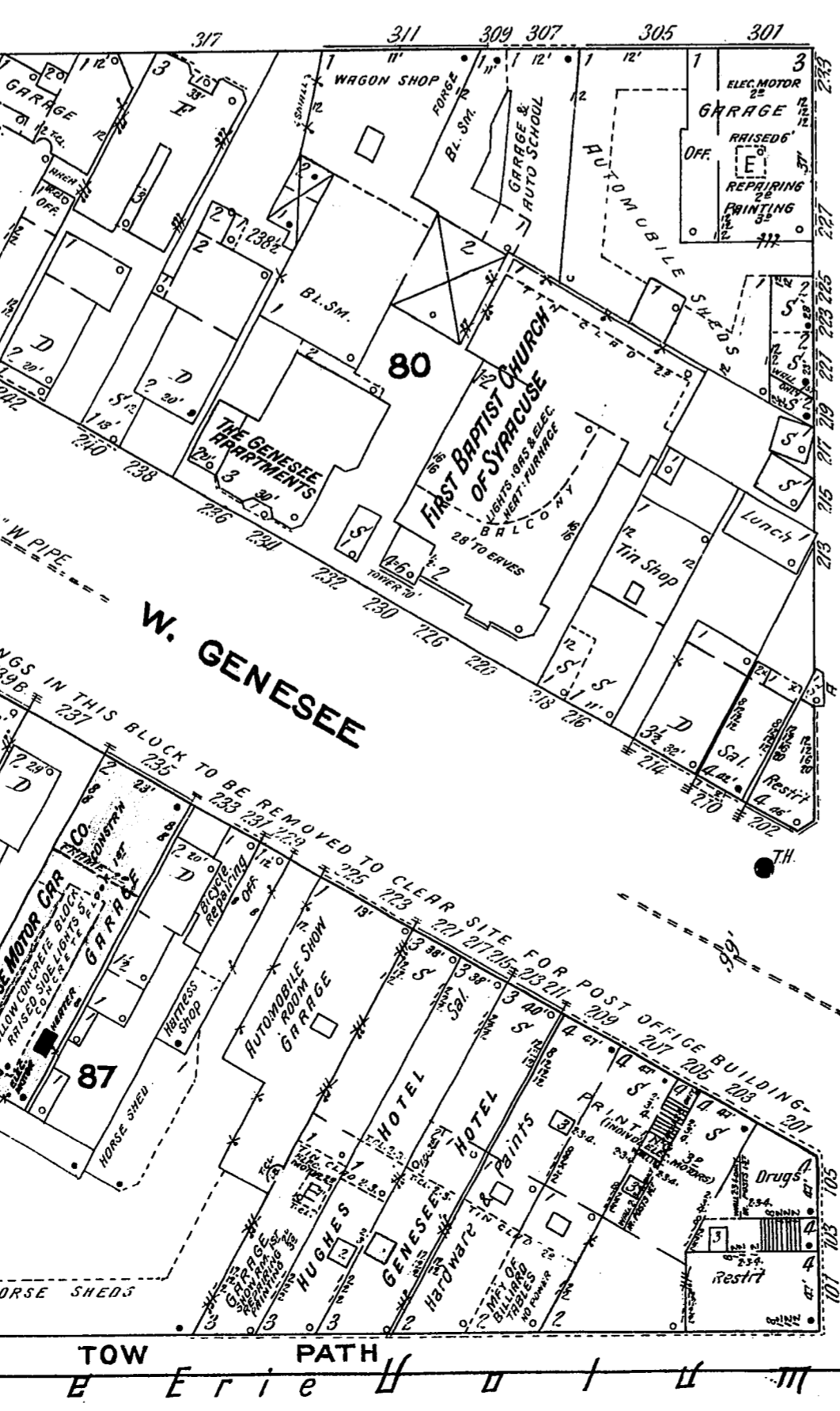
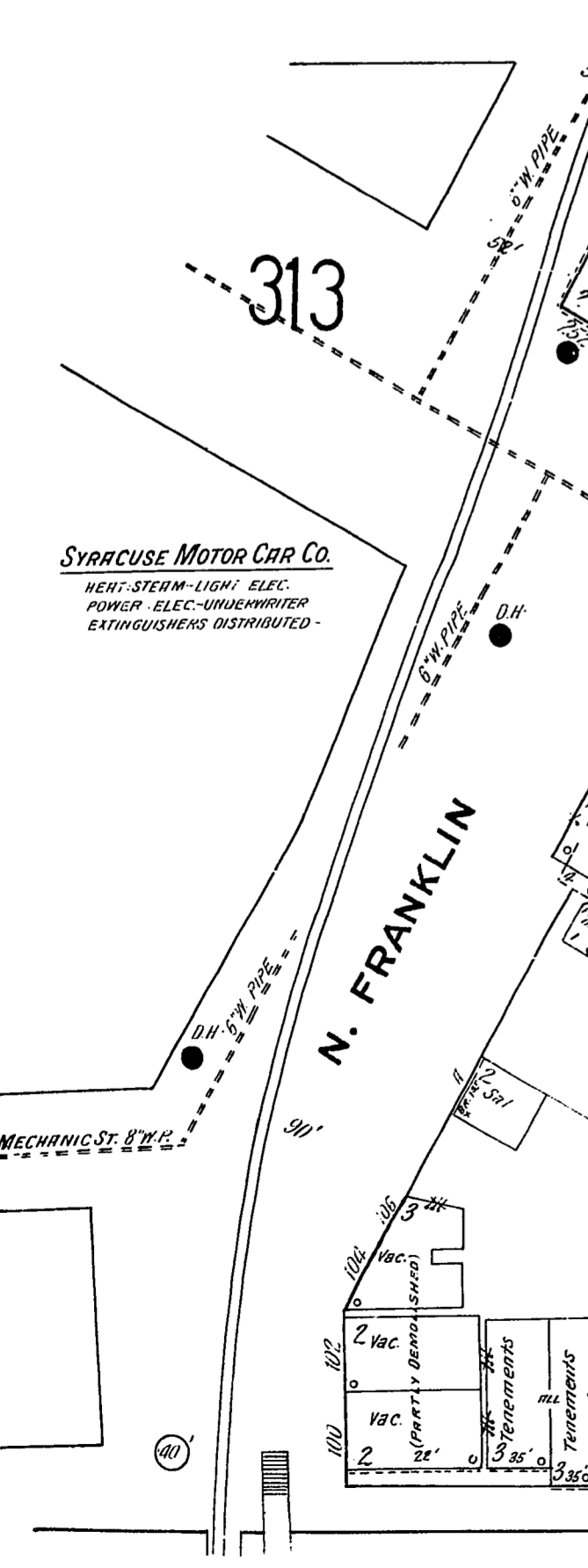
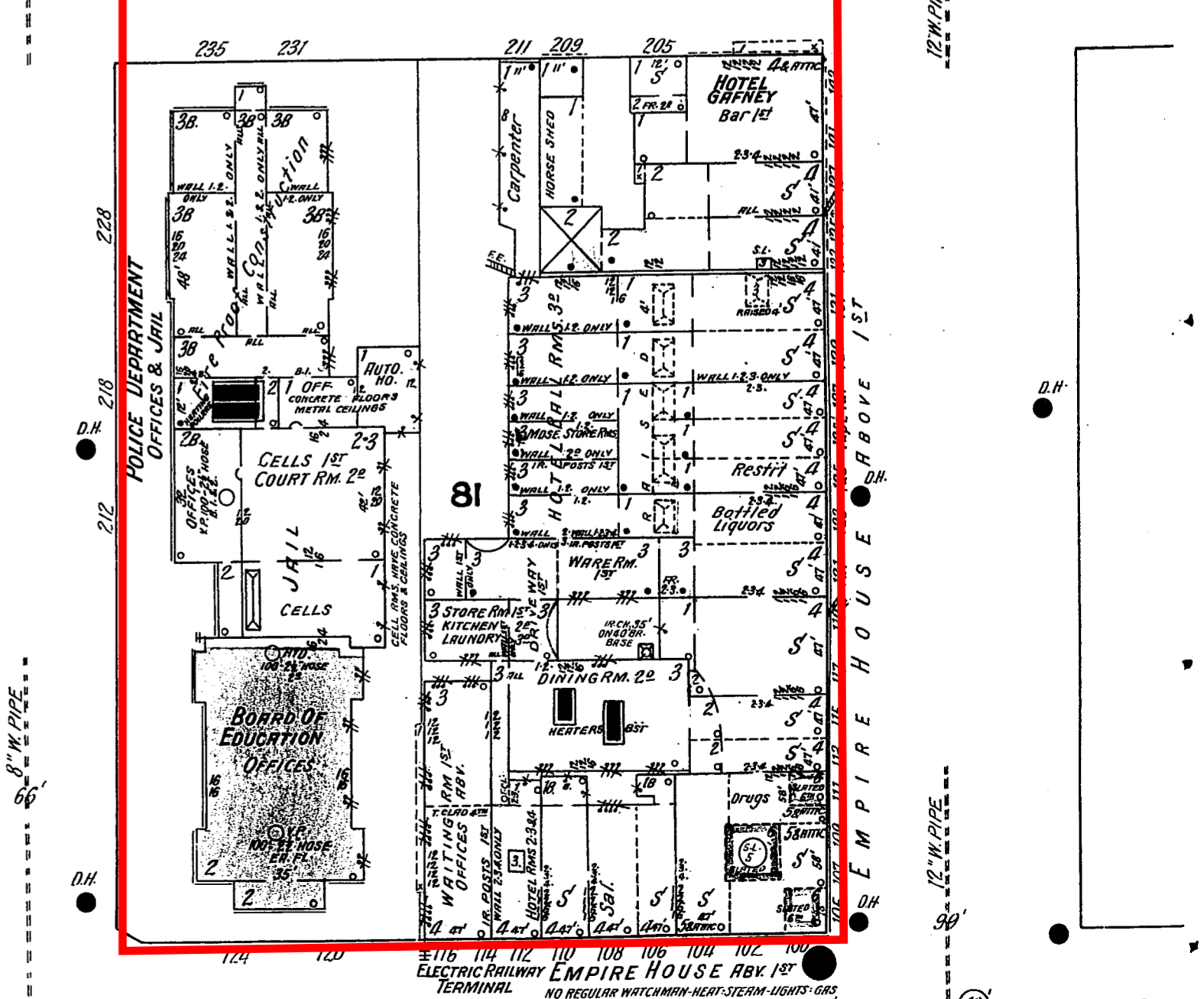
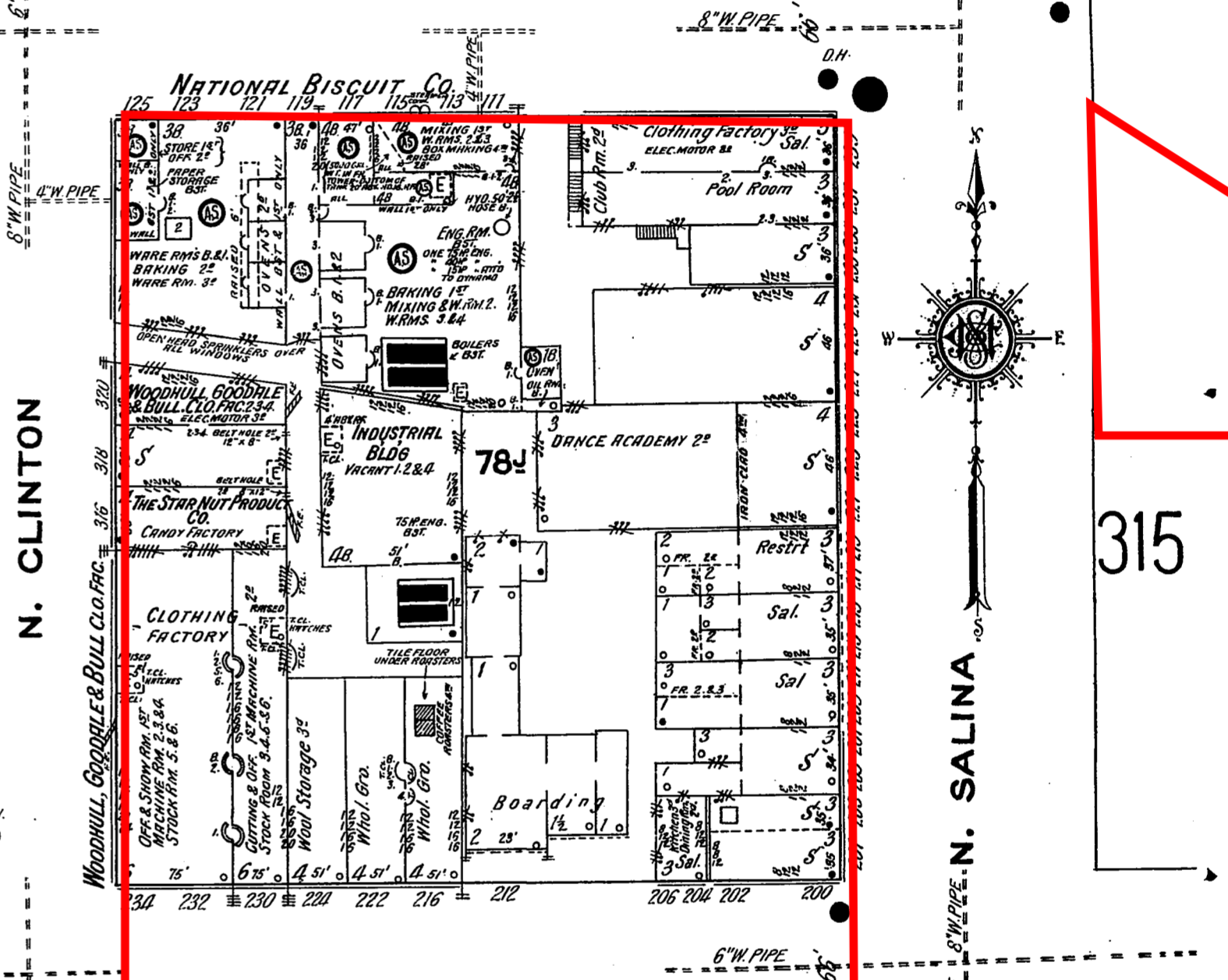
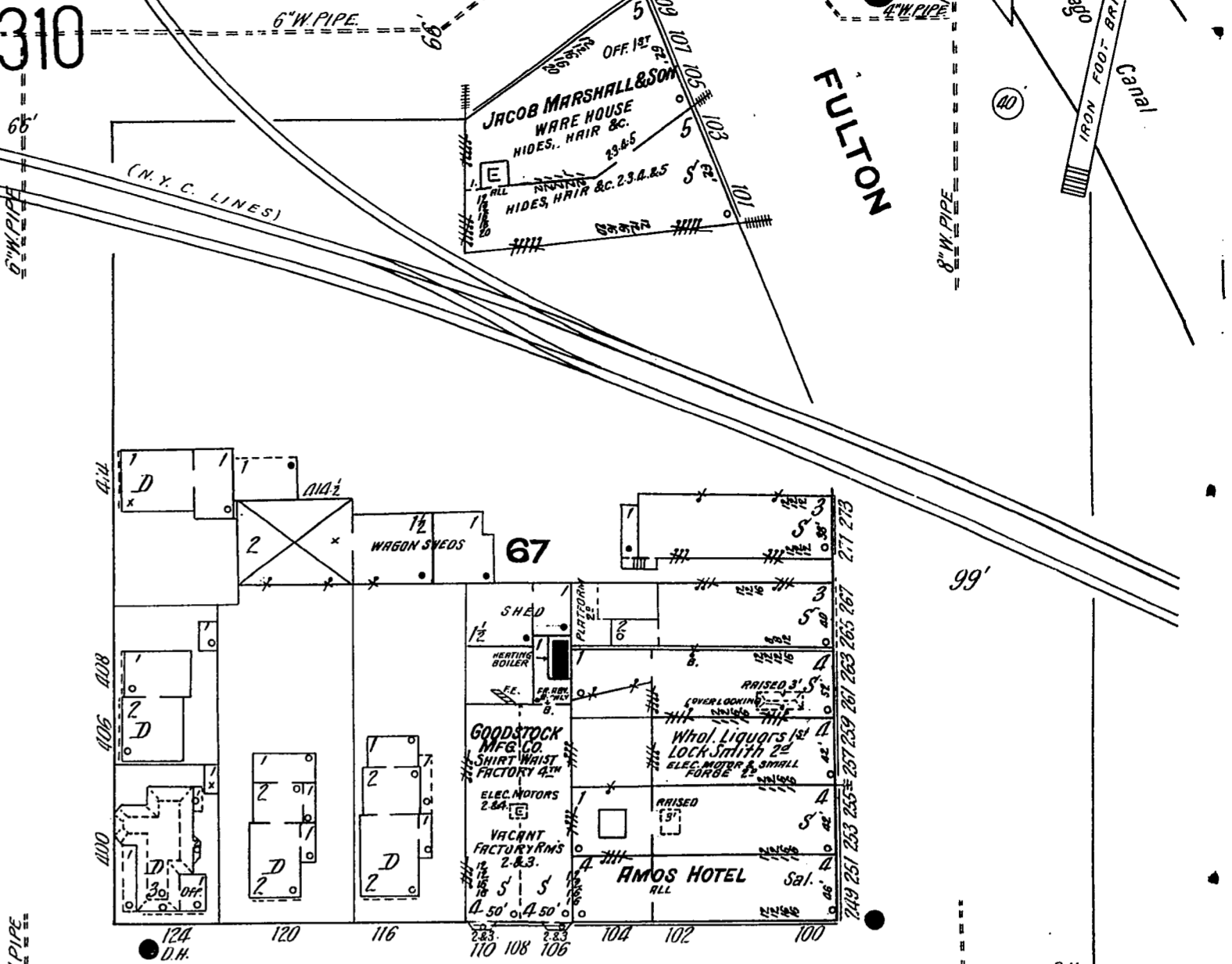
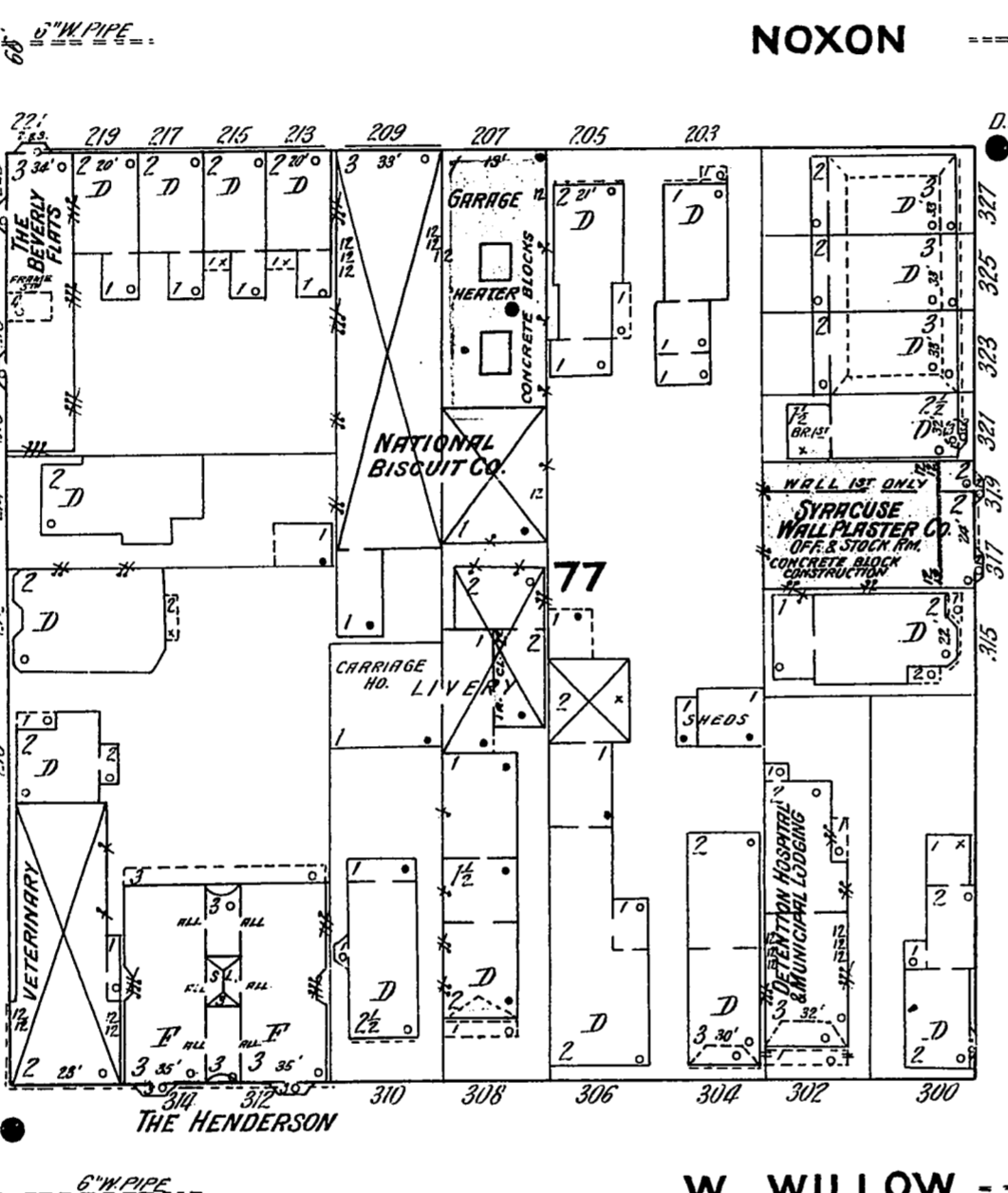
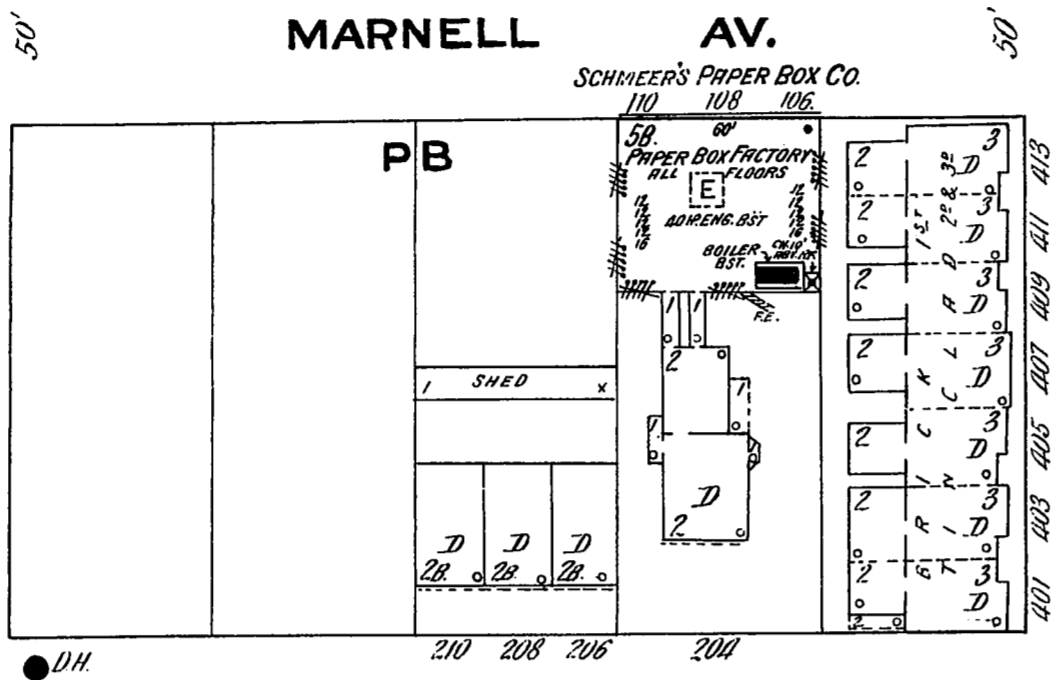
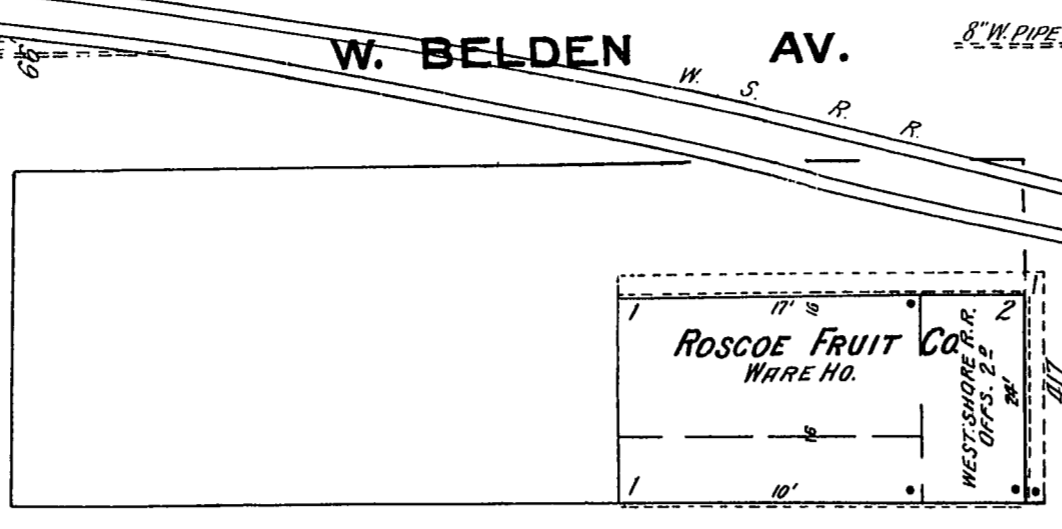
SYRACUSE Vol. 3
314



309
SCHMEERS PAPER BOX CO.
NO WATCHMAN-POWER-STEAM
HEAT-STEAM-FUEL-COAL
LIGHTS-GAS-AND-ELECTRIC-
UNDERWATER-EXTINGUISHERS
DISTRIBUTED

NATIONAL BISCUIT CO.
Bakery 111 to 125 NOXON ST.
NIGHT SUNDAY AND HOLIDAY WATCHMAN-11/2
PORTABLE CLOCK-3 STATIONS-HOURLY ROUNDS-
PUMPER-STEAM-HEAT-STEAM-FUEL-1/2
LIGHTS-ELEC. I.E.P.-MANUFACTURERS AUTO.
SPRINKLERS THROUGHOUT NET SYSTEM-
PRIMARY SUPPLY FROM CITY MAINS-DIRECT
PRESSURE 55 LBS. T-100 CONNECTIONS
SECONDARY SUPPLY FROM SLOUGH-TANK
20' BY 15' AS SHOWN-HEADS SPACED 10' 1/2"
UNDERWATER EXTUS & FIRE PILLS (DISTRIBUTED)

WOODHULL, GOODALE & BULL
-CLOTHING FACTORY-
NIGHT WATCHMAN-AMERICAN CLOCK-
12 STATIONS-HOURLY ROUNDS-POWER-ELEC.
MOSTLY INDIVIDUAL MOTORS-LIGHTS-ELEC.
N.W.-STEAM FROM PLANT IN REAR-1/2
PILLS AND UNDERWATER EXTINGUISHERS
DISTRIBUTED



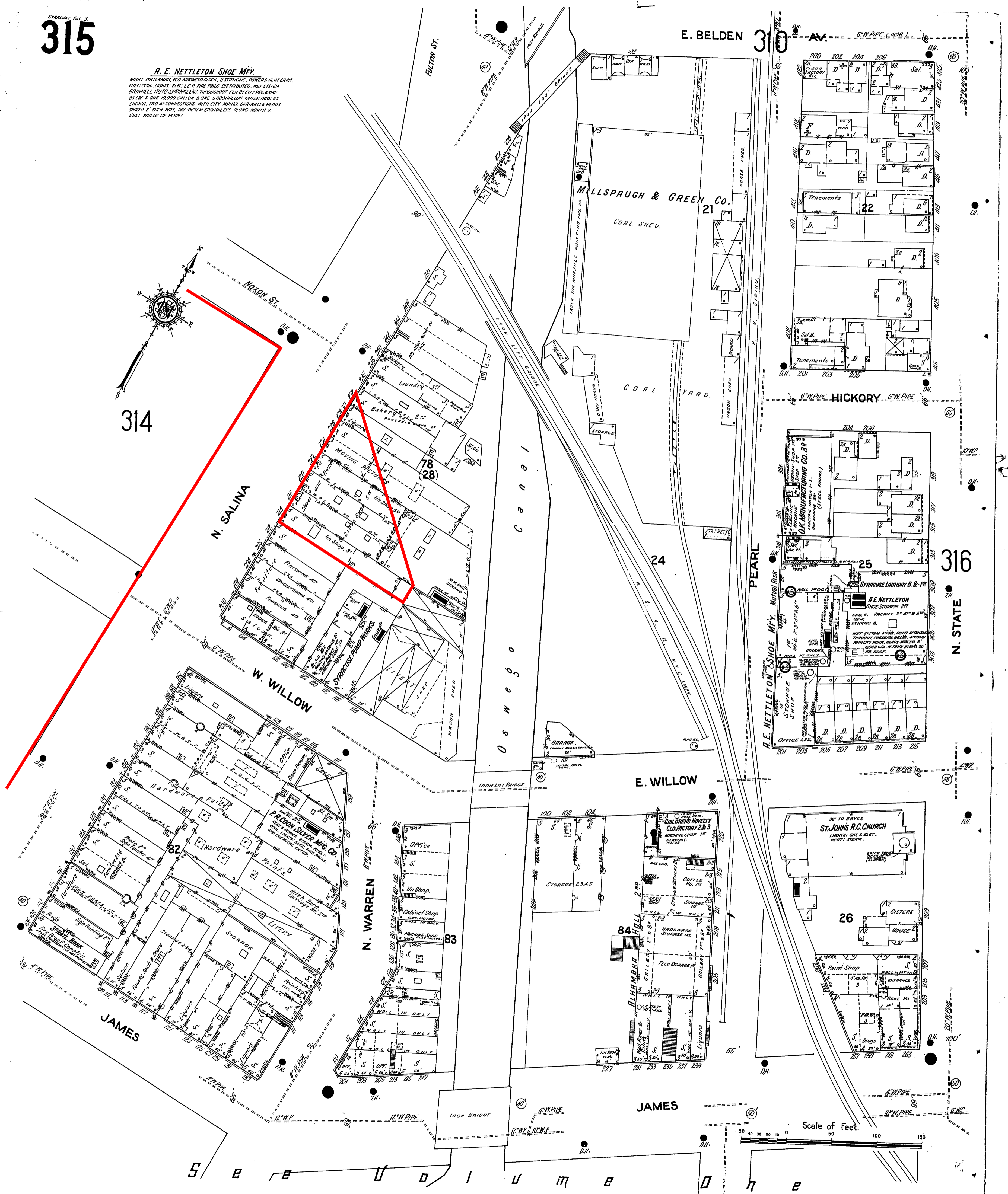
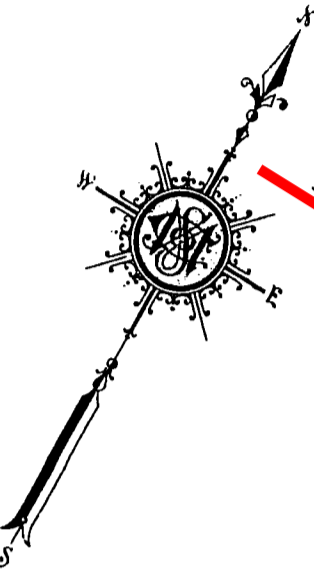
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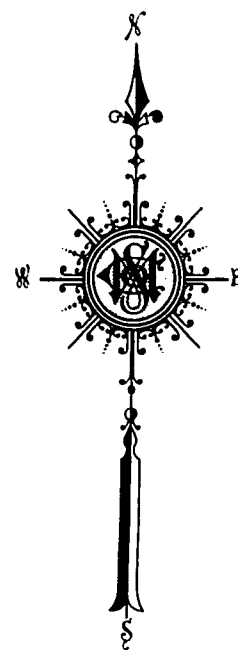
N. SALINA

CLINTON SQ.
Scale of Feet.
50 100 150

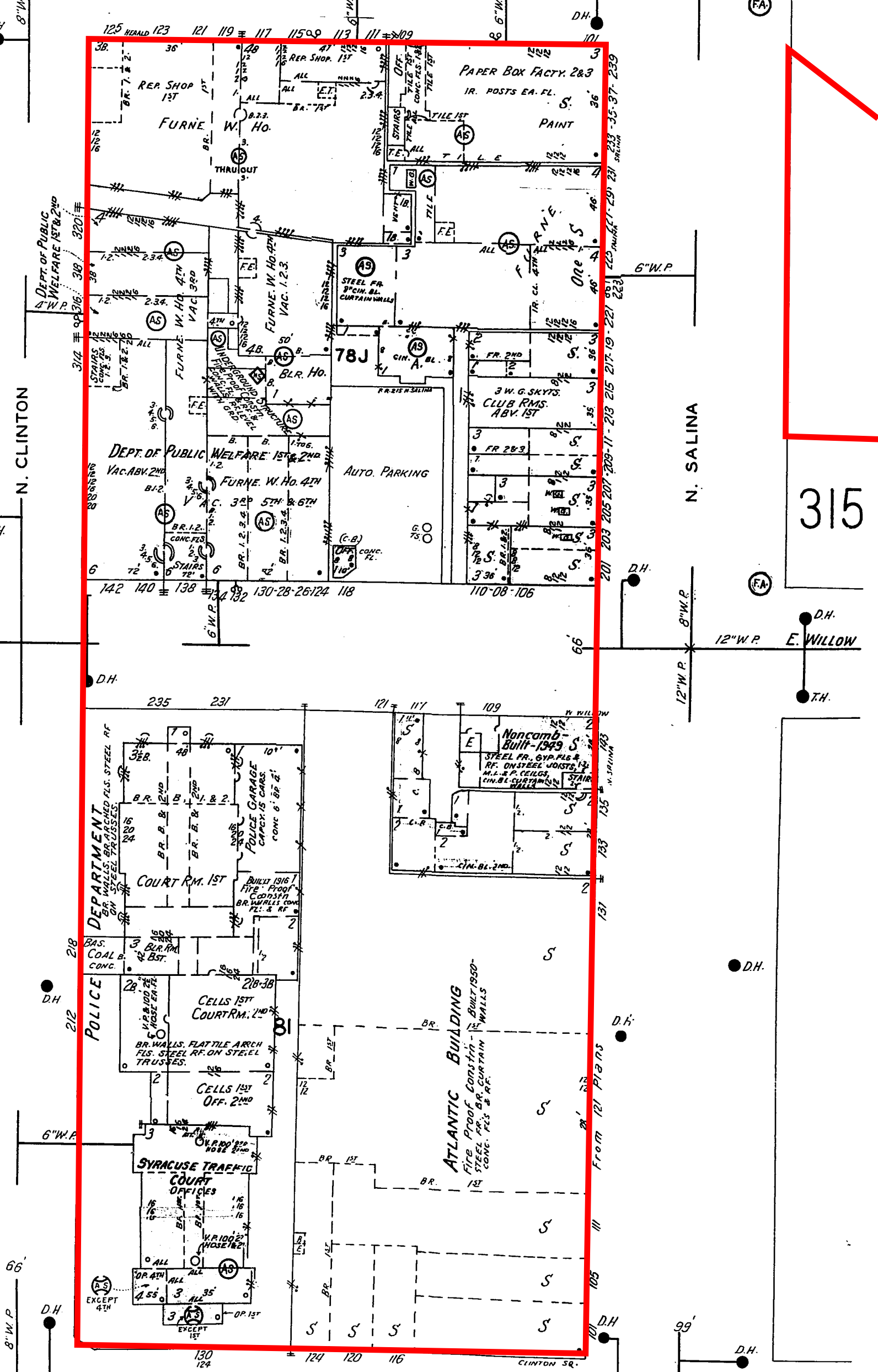
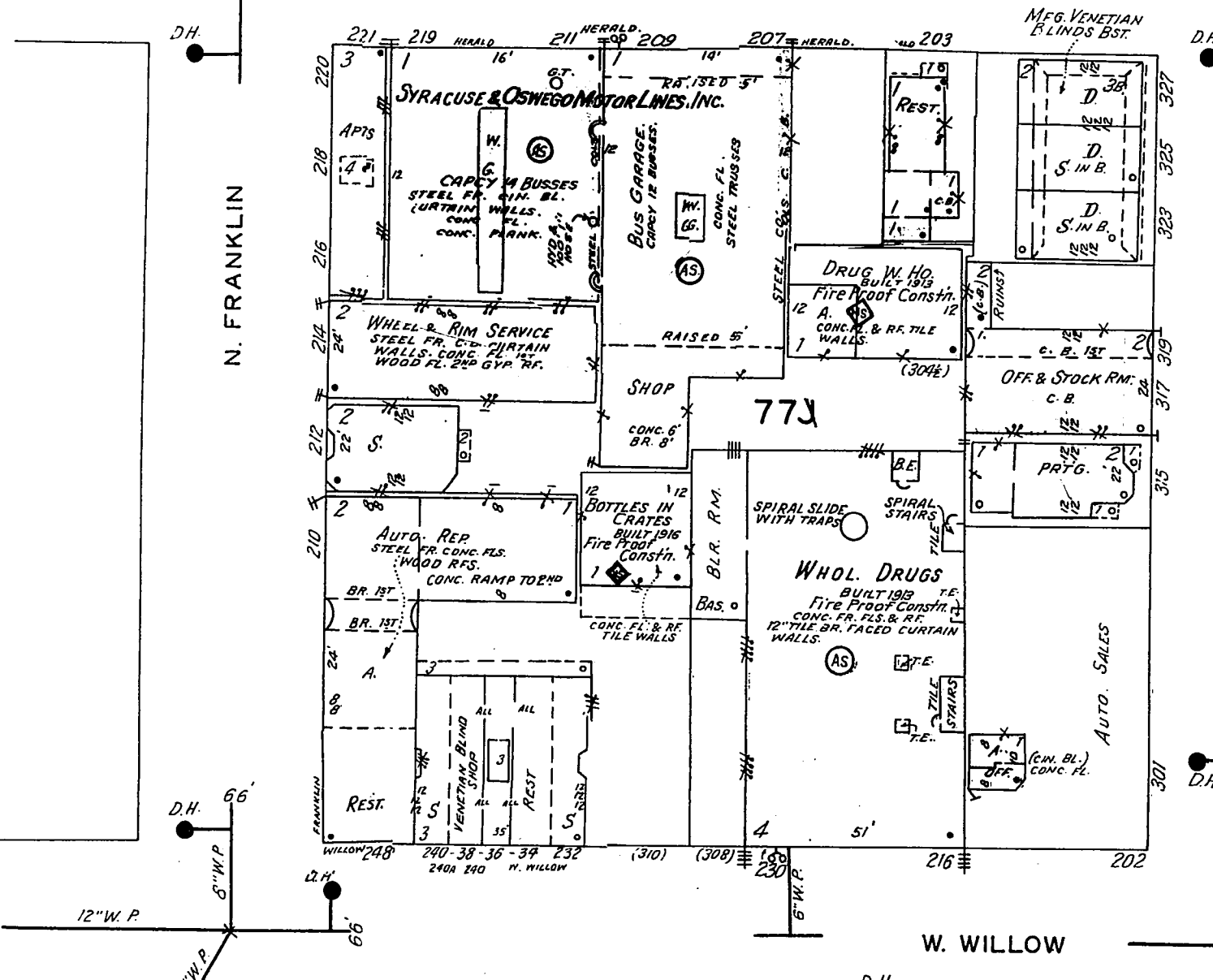
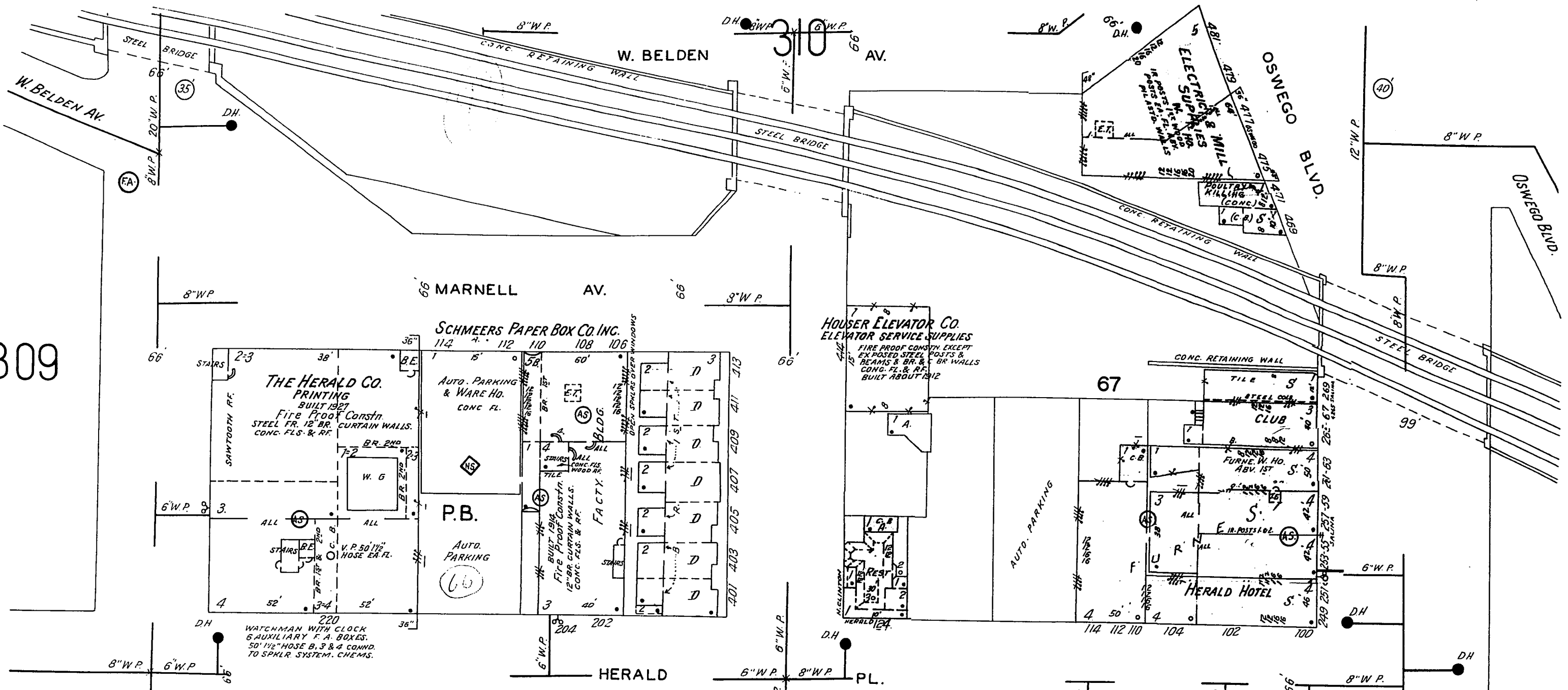


H. E. NETTLETON SHOE MFY.
NIGHT WATCHMAN, E.C. MAGNETO CLOCK, 11 STATIONS, TANKER, H.H.T. STERN,
FUEL COAL, LIGHTS, ELEC. I.E.P. FIRE PAILS, DISTRIBUTION, NET SYSTEM
GRINNELL AUTO SPRINKLERS THROUGHOUT, FED BY CITY PRESSURE
35 LB. & ONE 10,000 GALLON & ONE 5,000 GALLON WATER TANK AS
SHOWN, TWO 4" CONNECTIONS WITH CITY MAINS, SPRINKLER HEADS
SPACED 8' EACH WAY, DRY SYSTEM SPRINKLERS ALONG NORTH &
EAST WALLS OF PLANT.



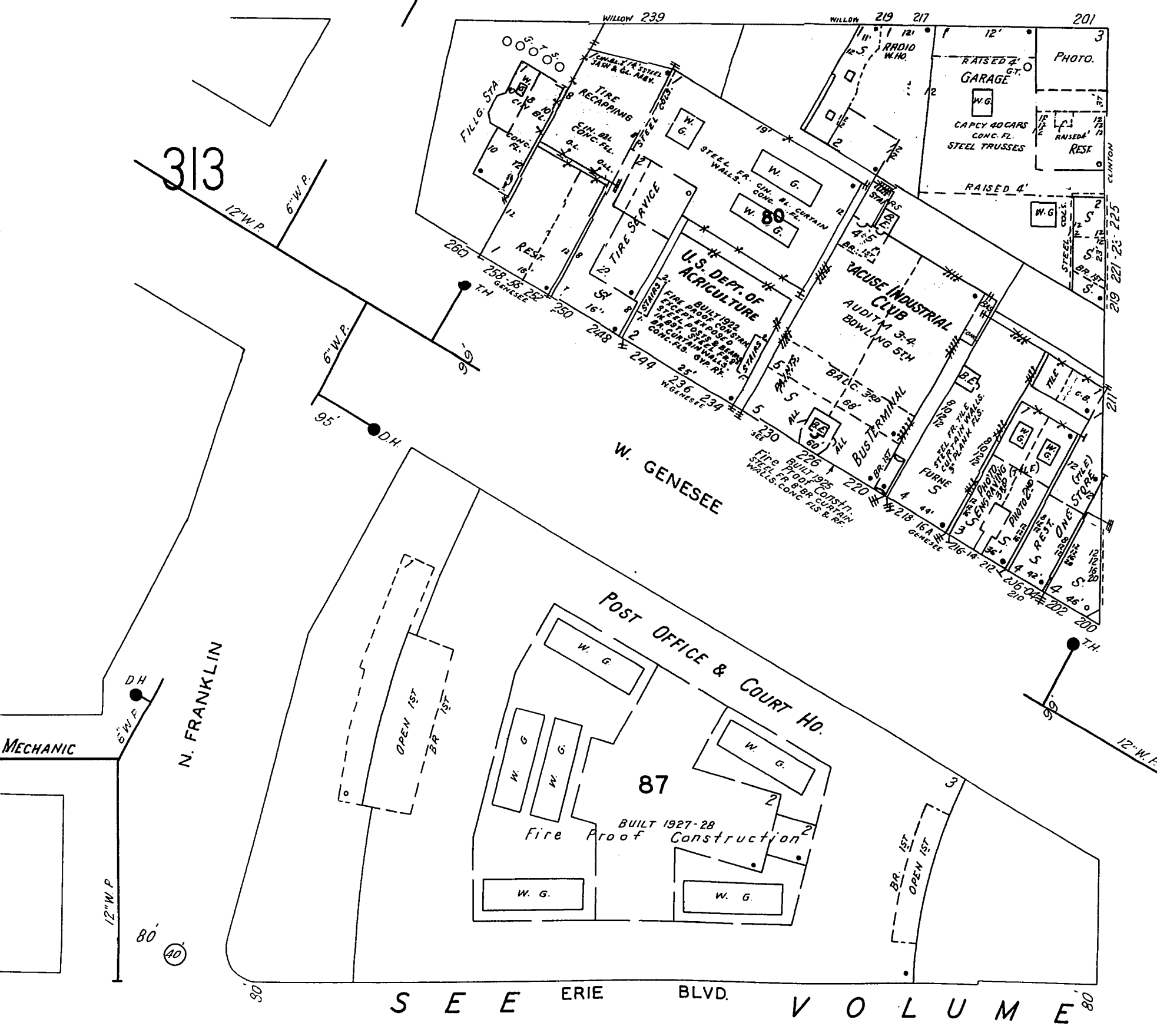


309



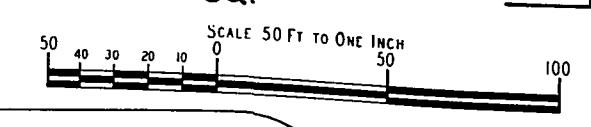
315

313

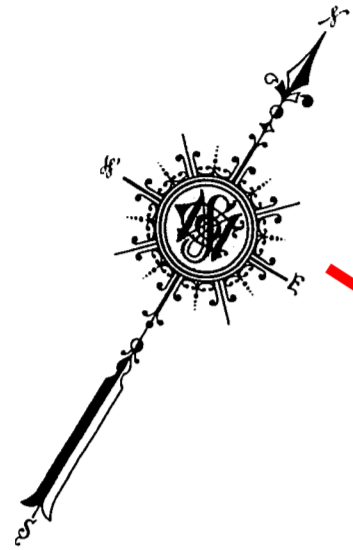


SEE ERIE BLVD. VOLUME

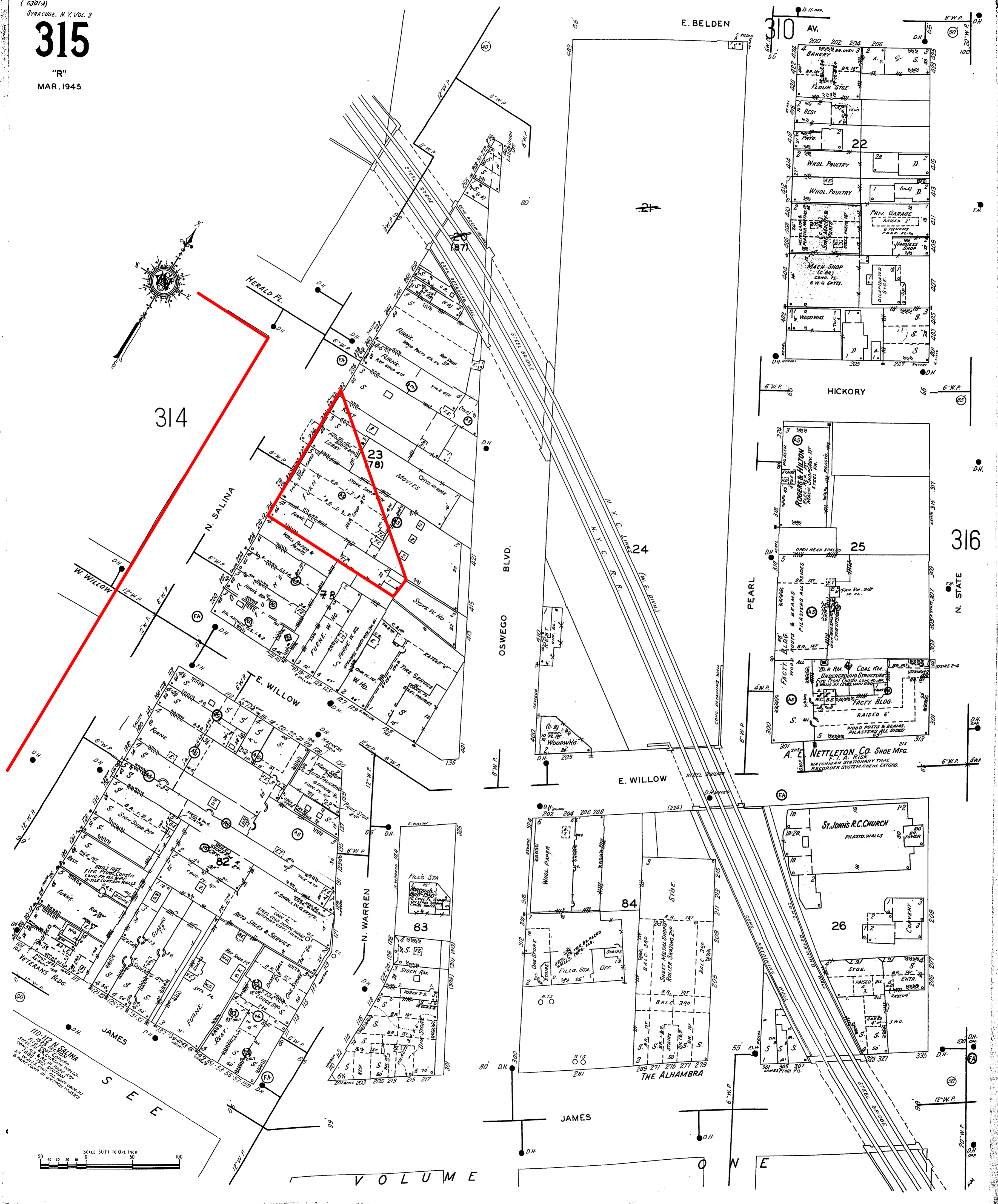
CLINTON SQ.



TWO

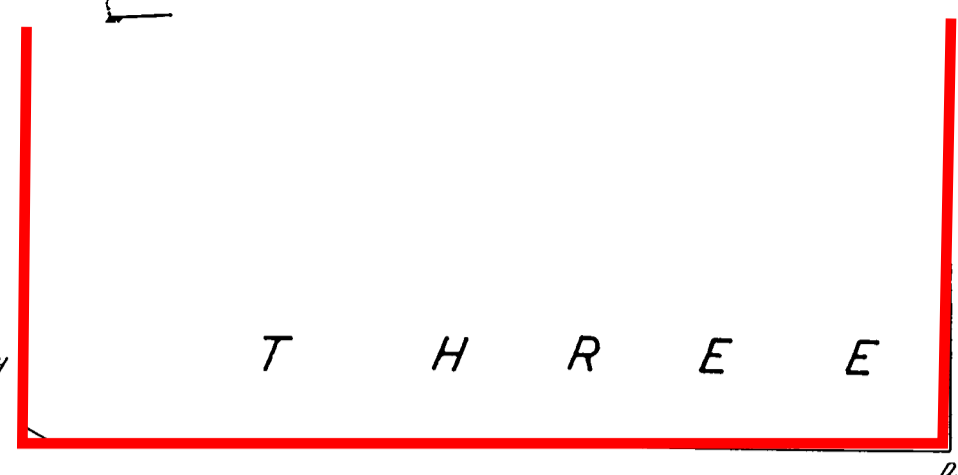
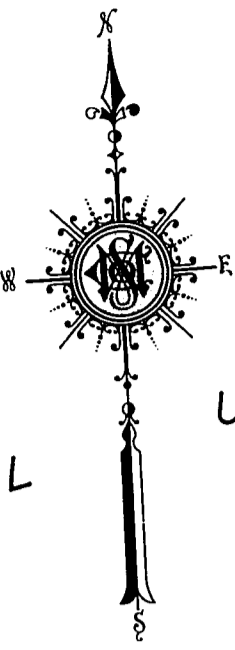


314



SCALE 50 FT TO ONE INCH

VOLUME



S E E V O L

T H R E E

WALDORF LUNCH COMMISSARY BAKERY
PHOTO QTY
RUBBER & STEEL STAMP WORKS

CLINTON PARK

SQUARE PARK

ERIE BLVD. W.

W. GENESEE

W. WATER

LINCOLN GARAGE

S. FRANKLIN

S. CLINTON

ERIE BLVD. E.

E. GENESEE

ERIE BLVD. E.

JAMES

HOWARD HOTEL

WINCHESTER HOTEL

PICCADILLY HOTEL

AMERICAN LEGION BLDG

LINCOLN BANK BLDG

EVERSON BLDG

SALINA

W. WASHINGTON

W. WASHINGTON

W. WASHINGTON

W. WASHINGTON

W. WASHINGTON

V

E E

S E

E

FAYETTE

E. W. EDWARDS & SON
AUTO PARKING LOT

RIVOLI THEATRE MOVIES

CARP SHOP

SON DEPT STORE

E. W. EDWARDS & SON

AUDITM 3RD

CITY BANK BUILDING

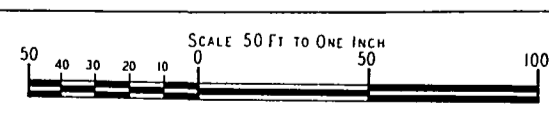
Fire Proof Construction

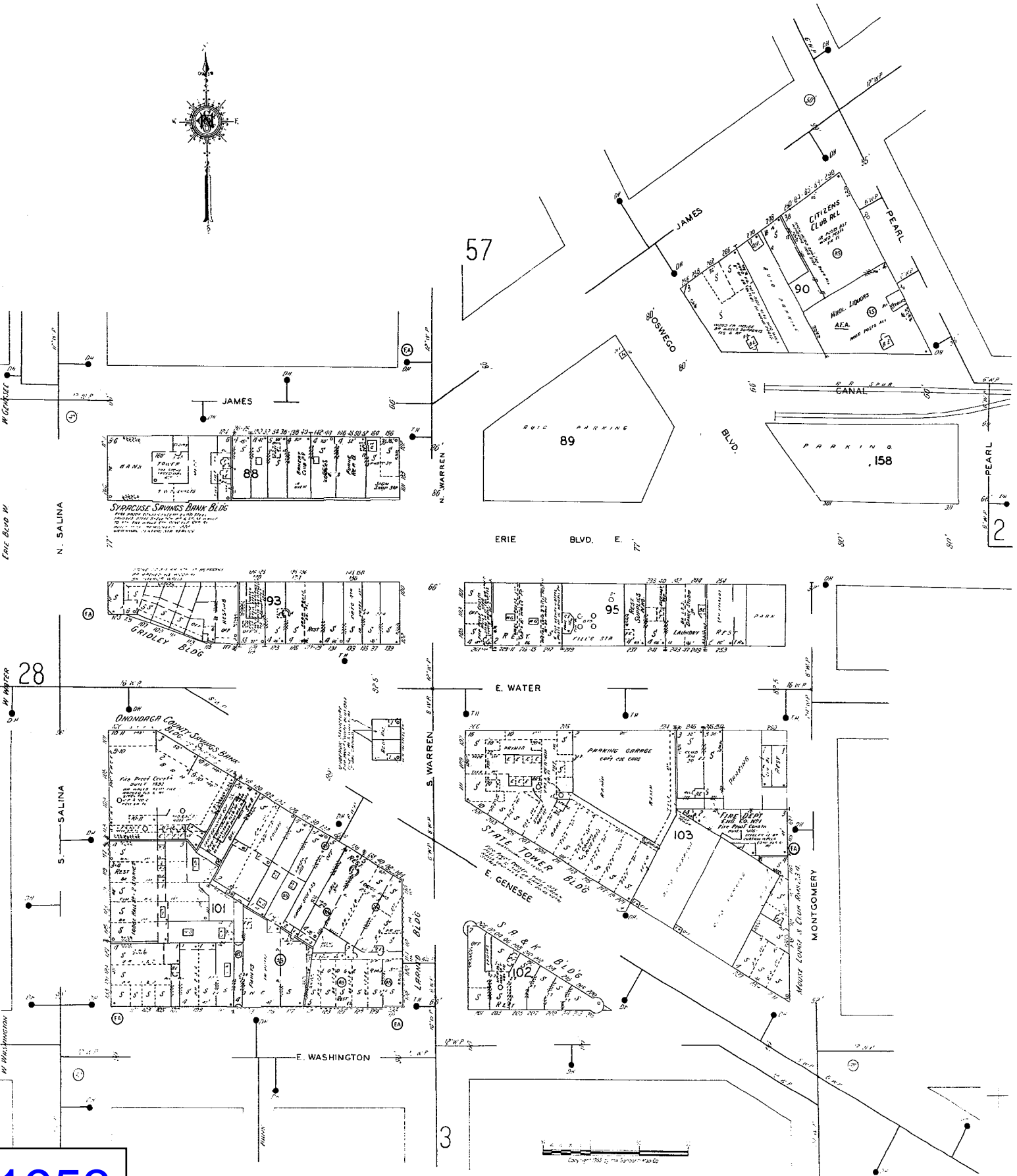
DR WALLS, DR ARCHES, DR 7" PL. CEILING, PLAT

5" PL. ARCHES, WHEN COULDED, STEEL BEAMS IN

5" PL. STORS, ROOF, WATCHMAN, CENTRAL STA SERVICE

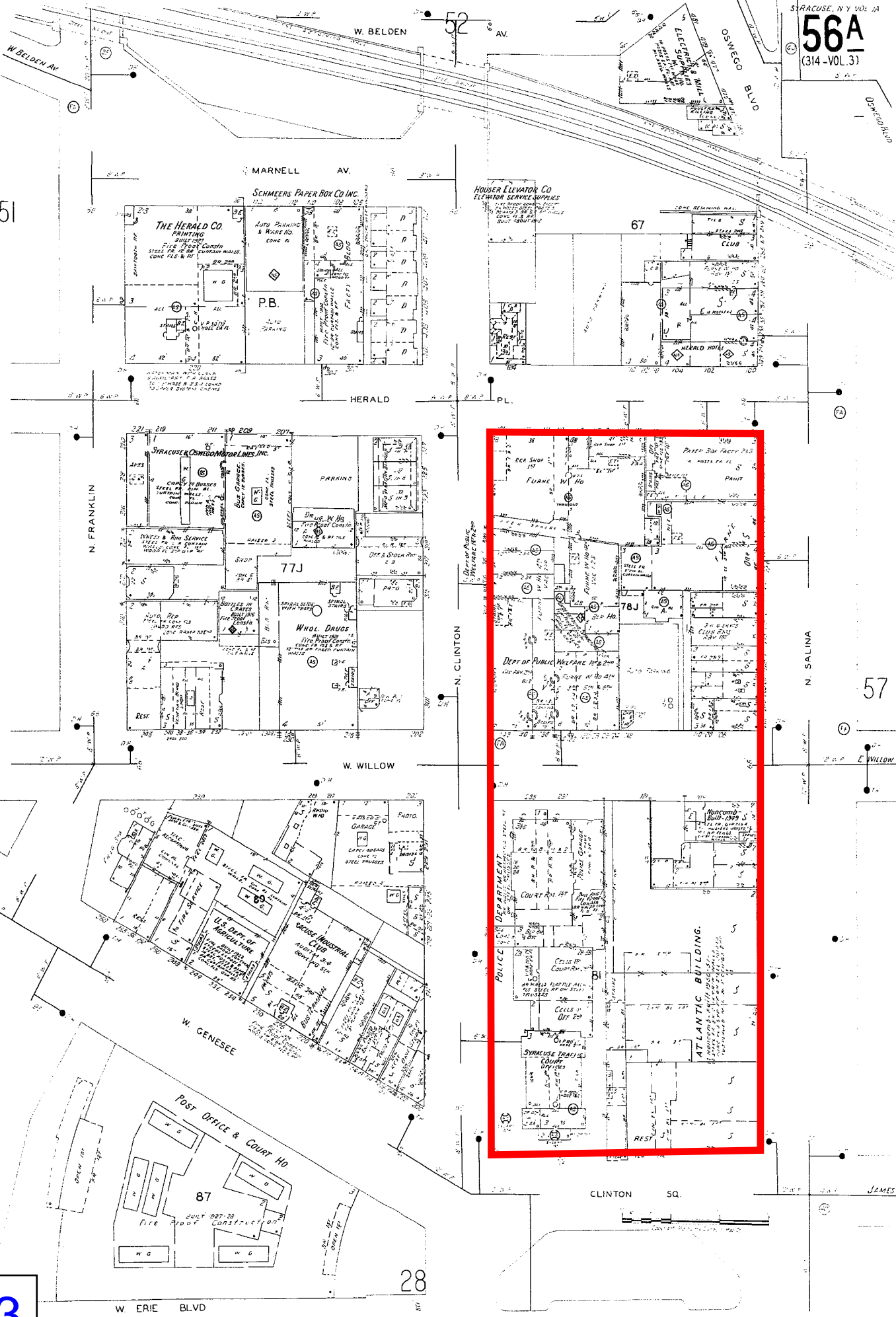
154





1953

City 1951 Map of the Syracuse Map Co



1953



56

21

52 AV.

22

HICKORY

25

58

N. STATE

E. WILLOW

26

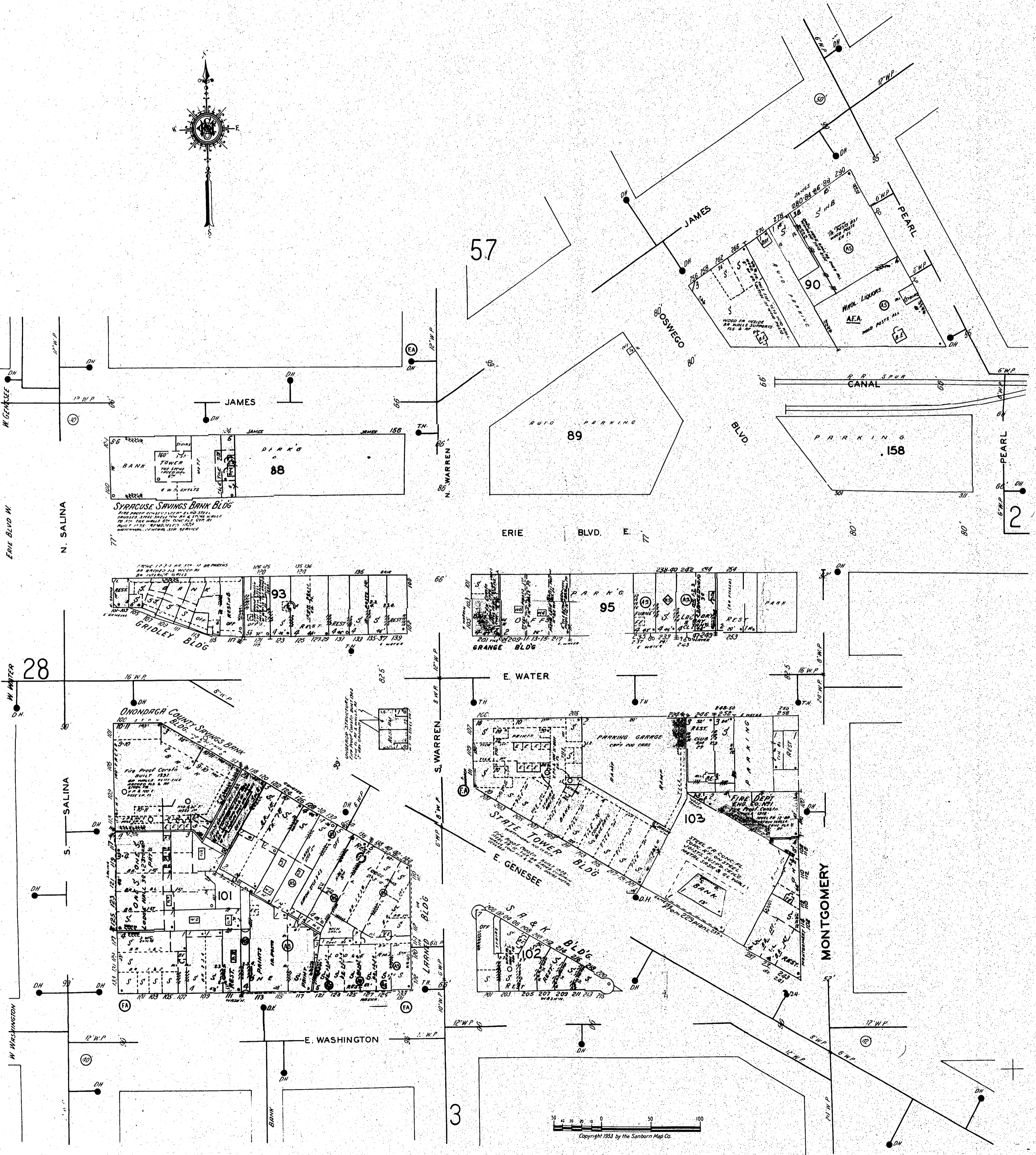
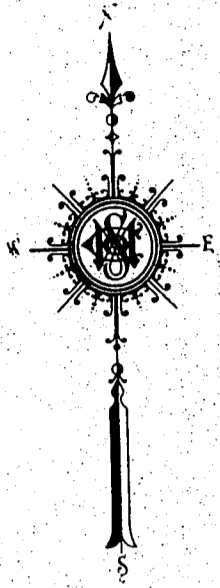
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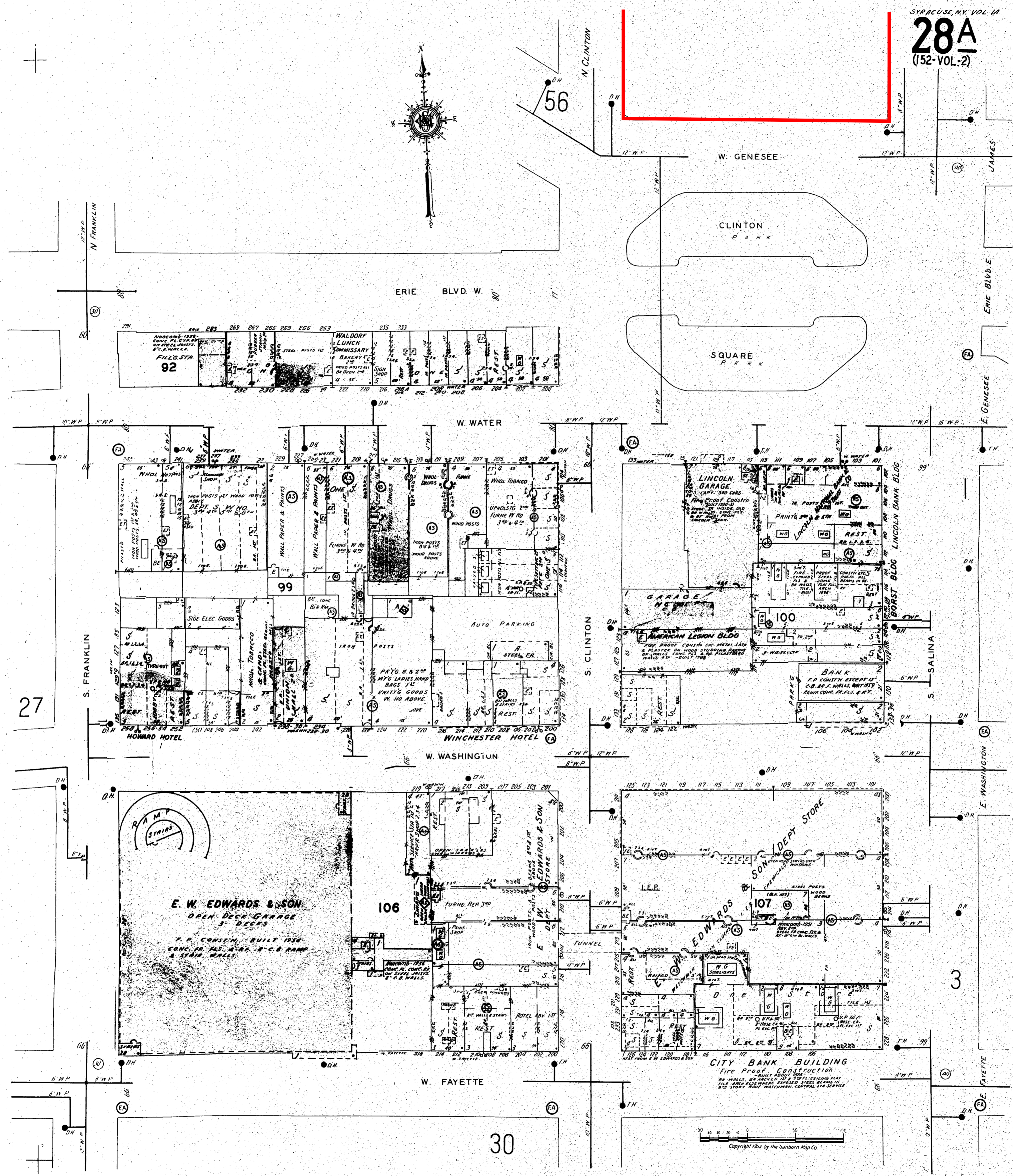
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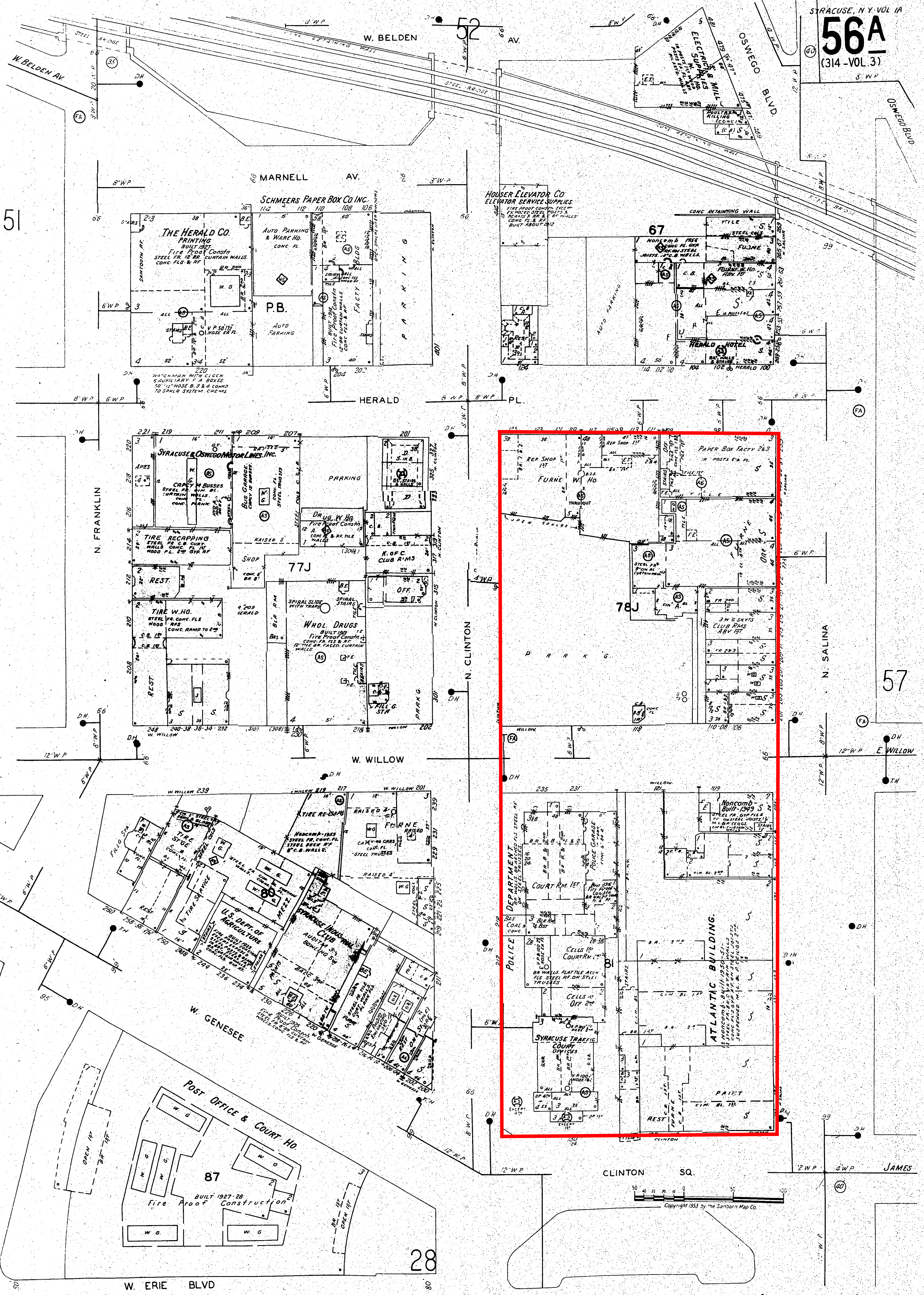
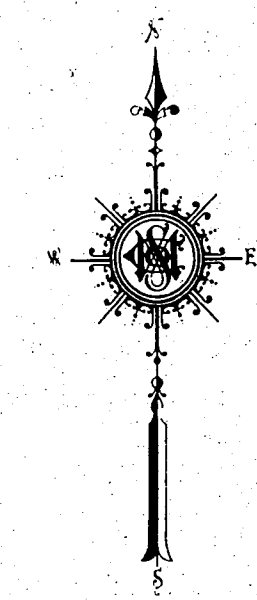
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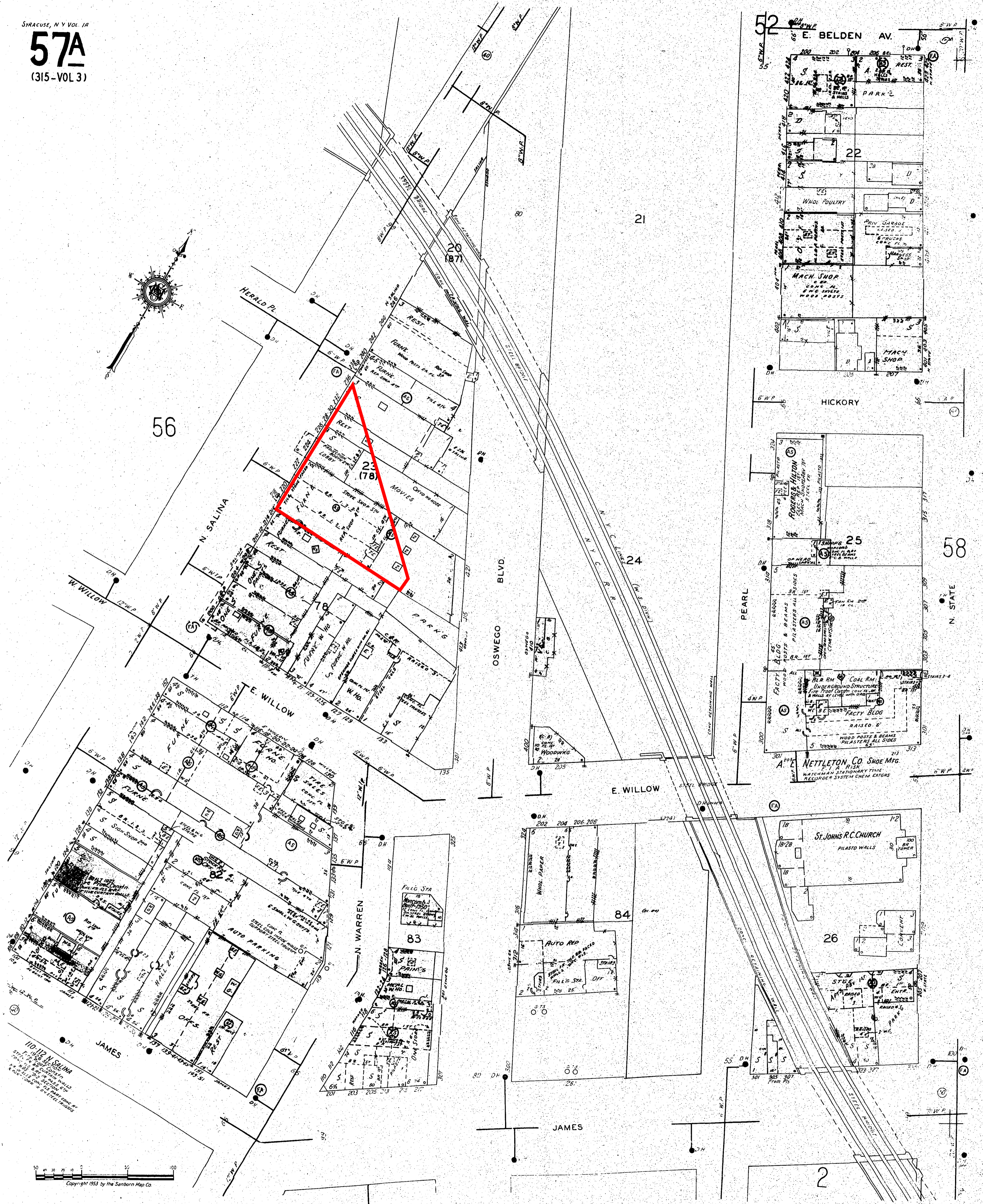
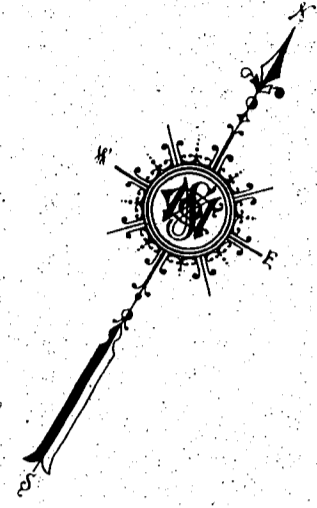
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1953



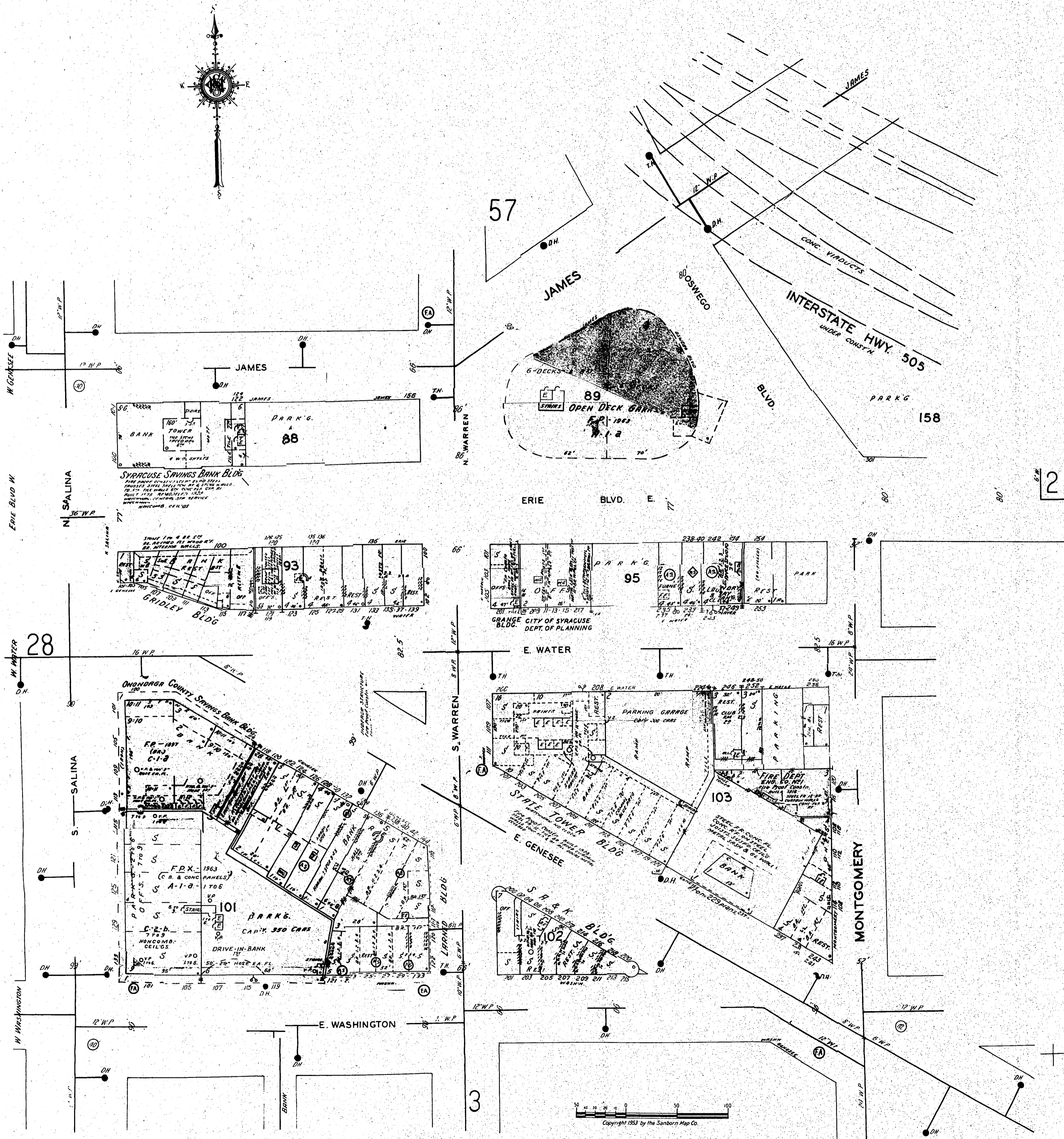
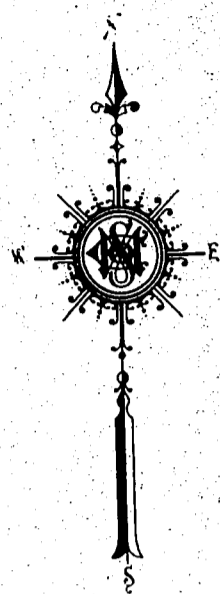






110-112 N. SALINA
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56

N. CLINTON

W. GENESEE

CLINTON PARK

SQUARE PARK

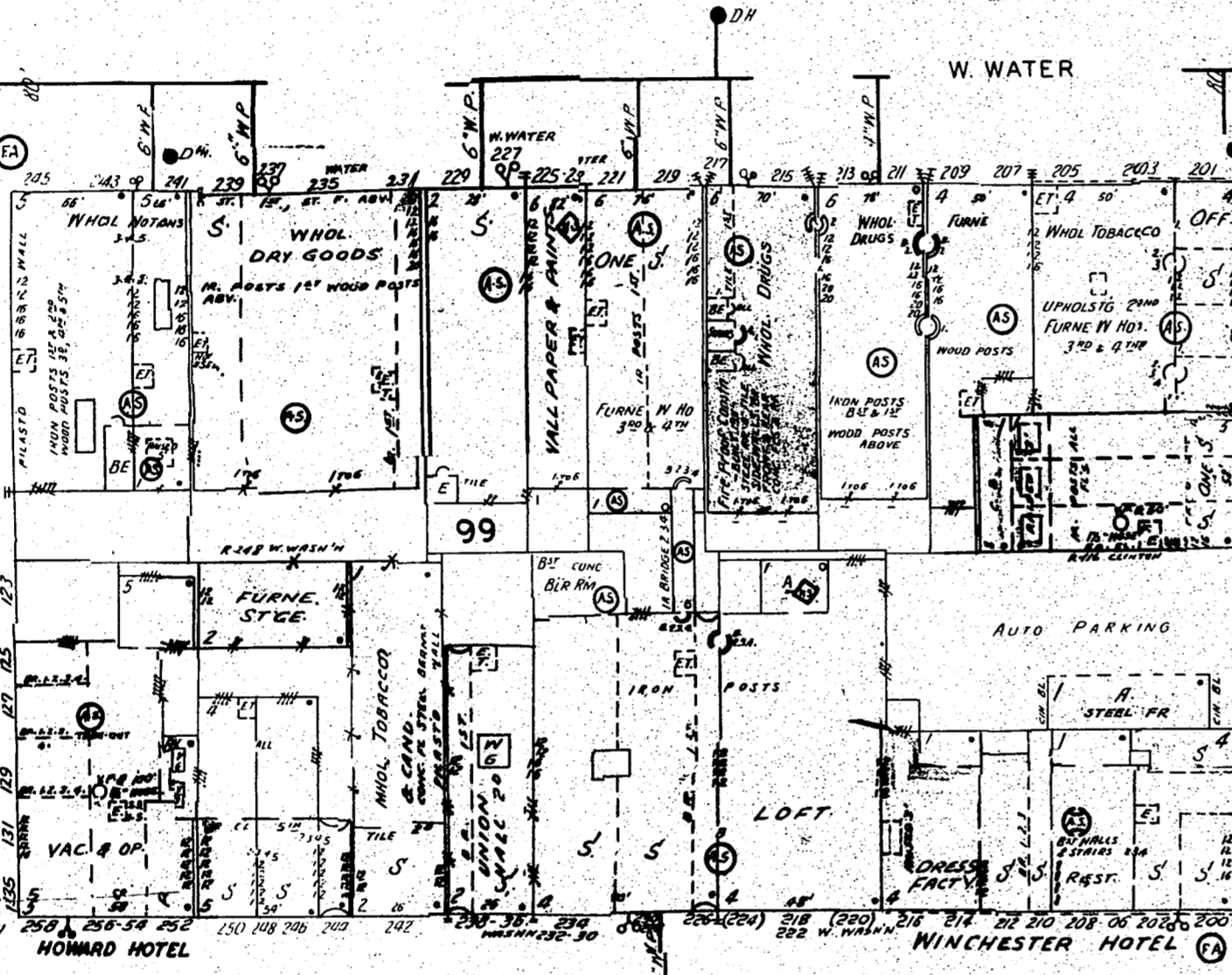
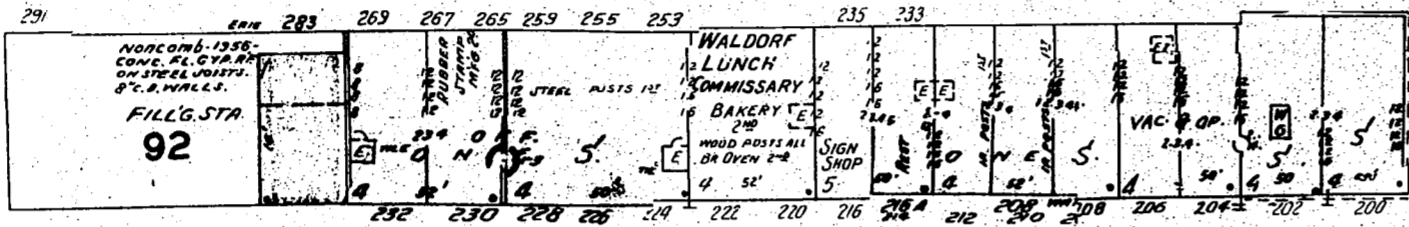
JAMES

ERIE BLVD. E

E. GENESEE

N. FRANKLIN

ERIE BLVD. W.

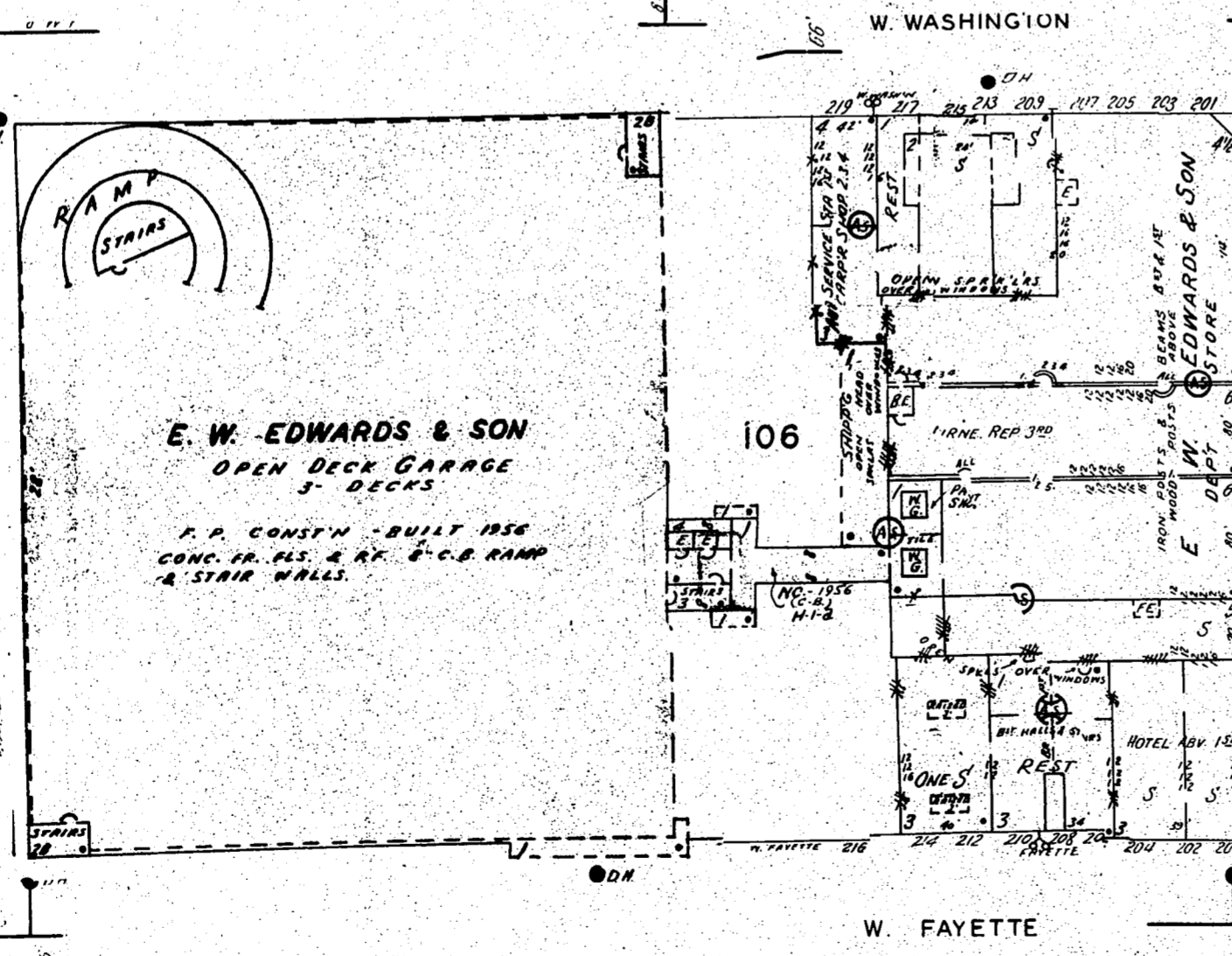


S. CLINTON

S. SALINA

E. WASHINGTON

S. FRANKLIN

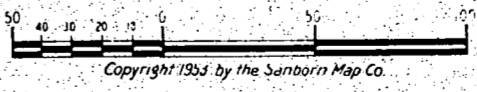
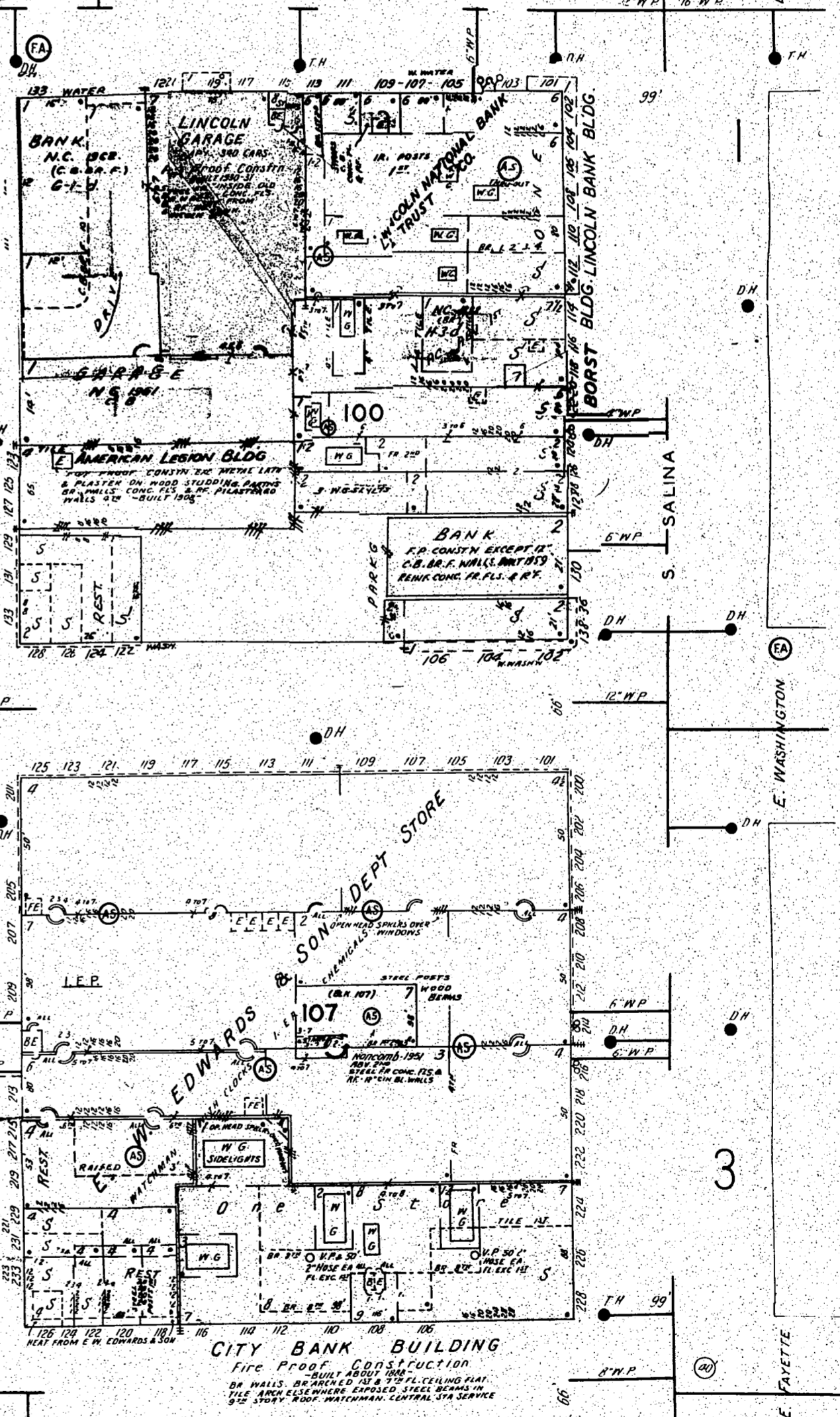


S. CLINTON

S. SALINA

E. WASHINGTON

S. FRANKLIN



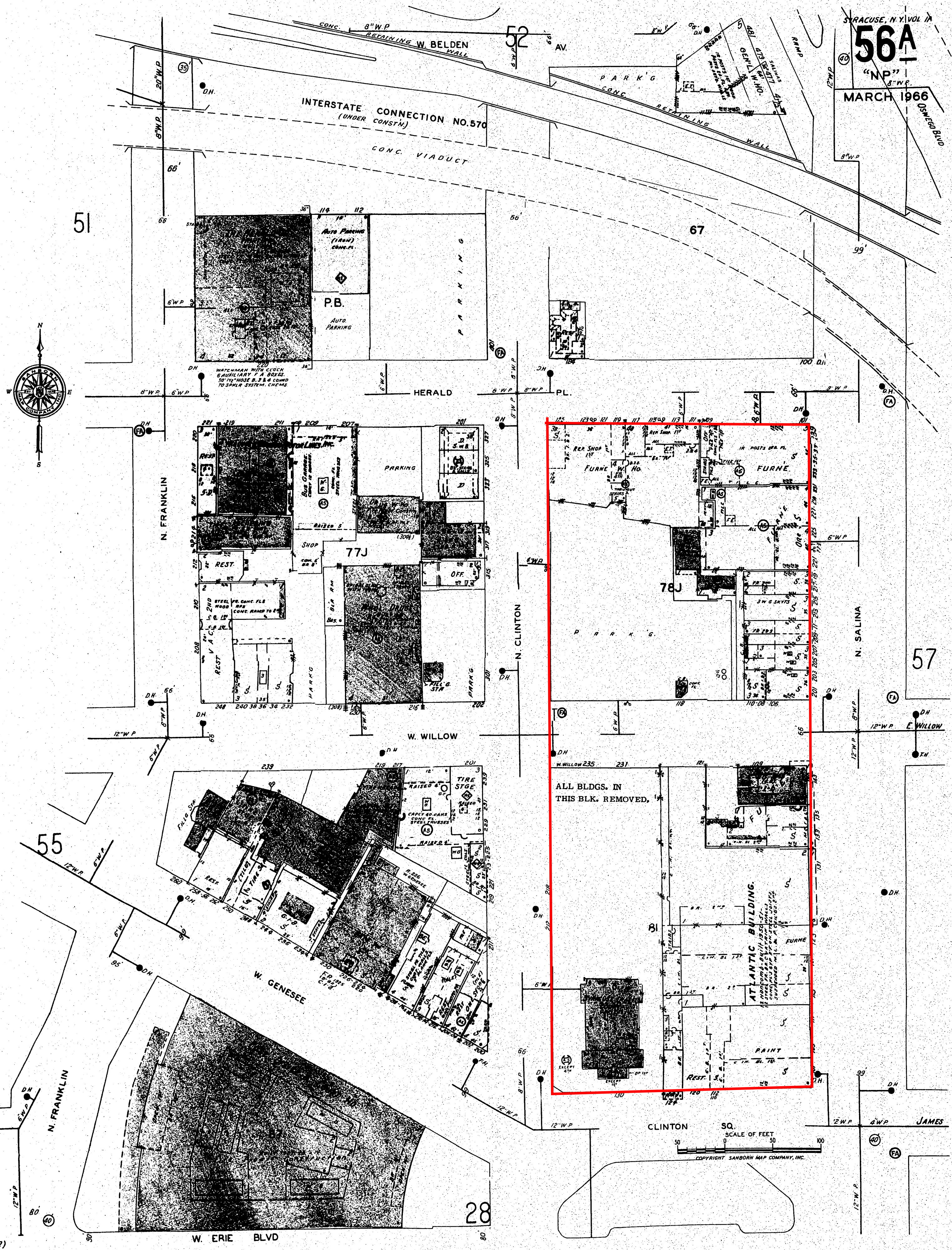
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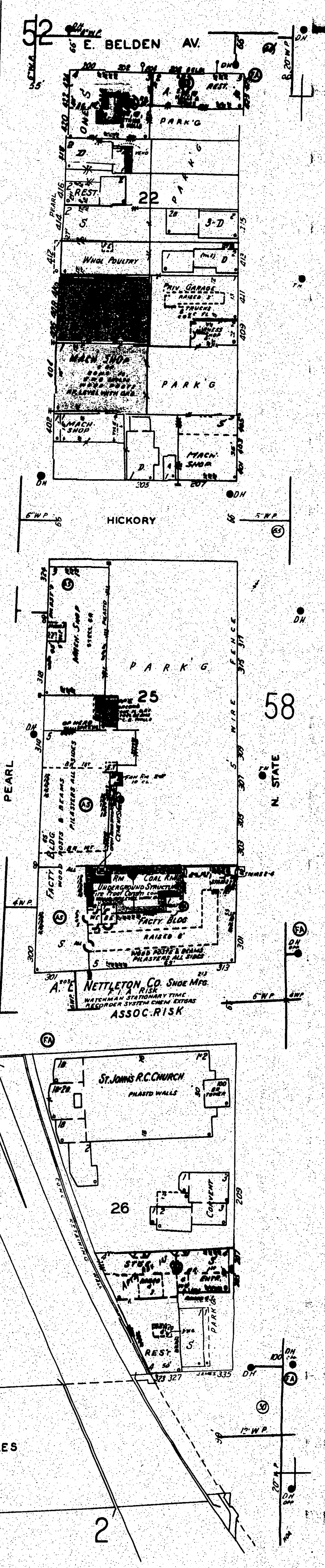
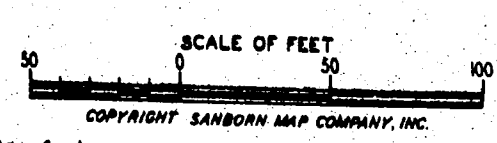
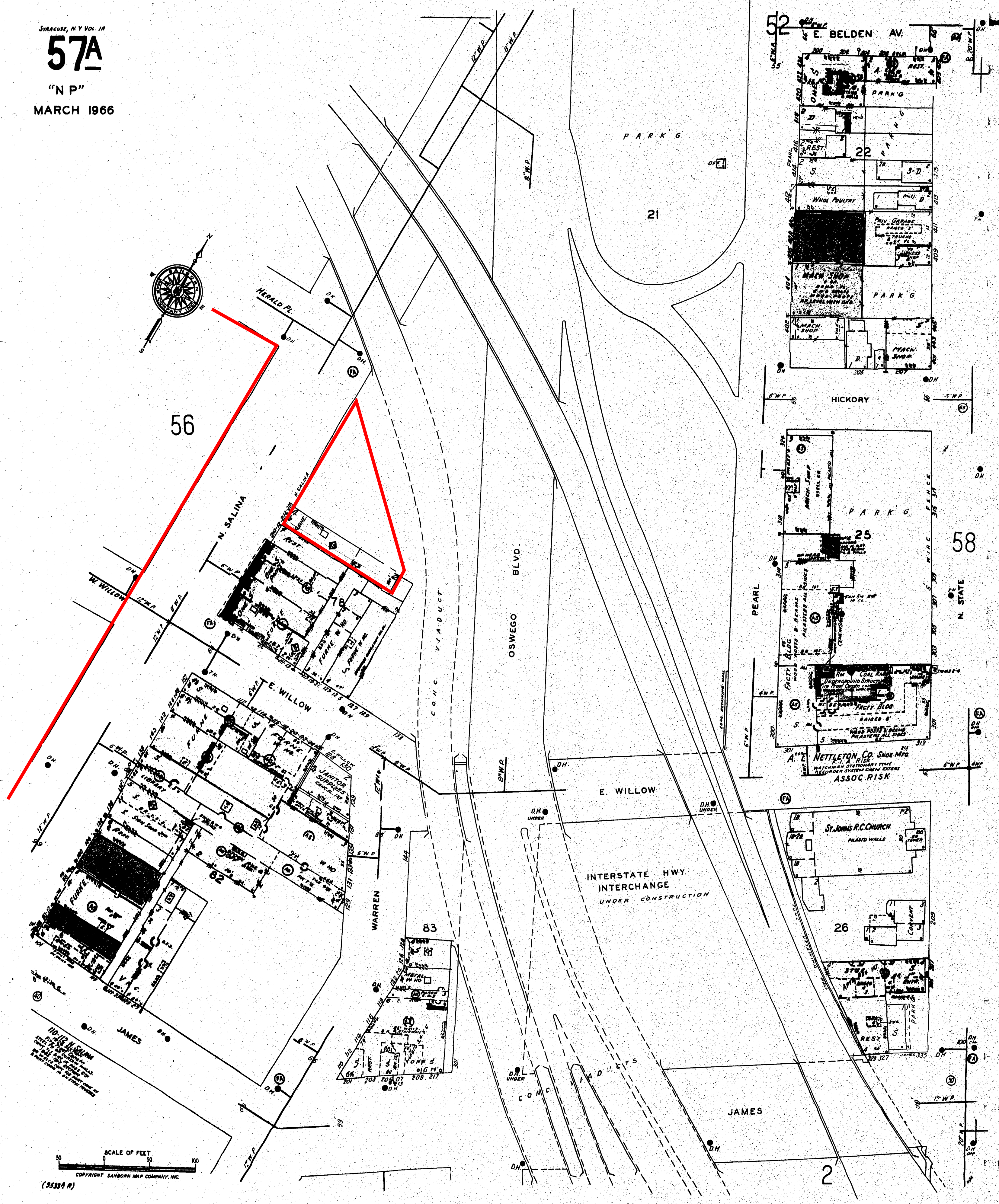
SYRACUSE, N.Y. VOL. 7A
56A
"NP"
MARCH 1966

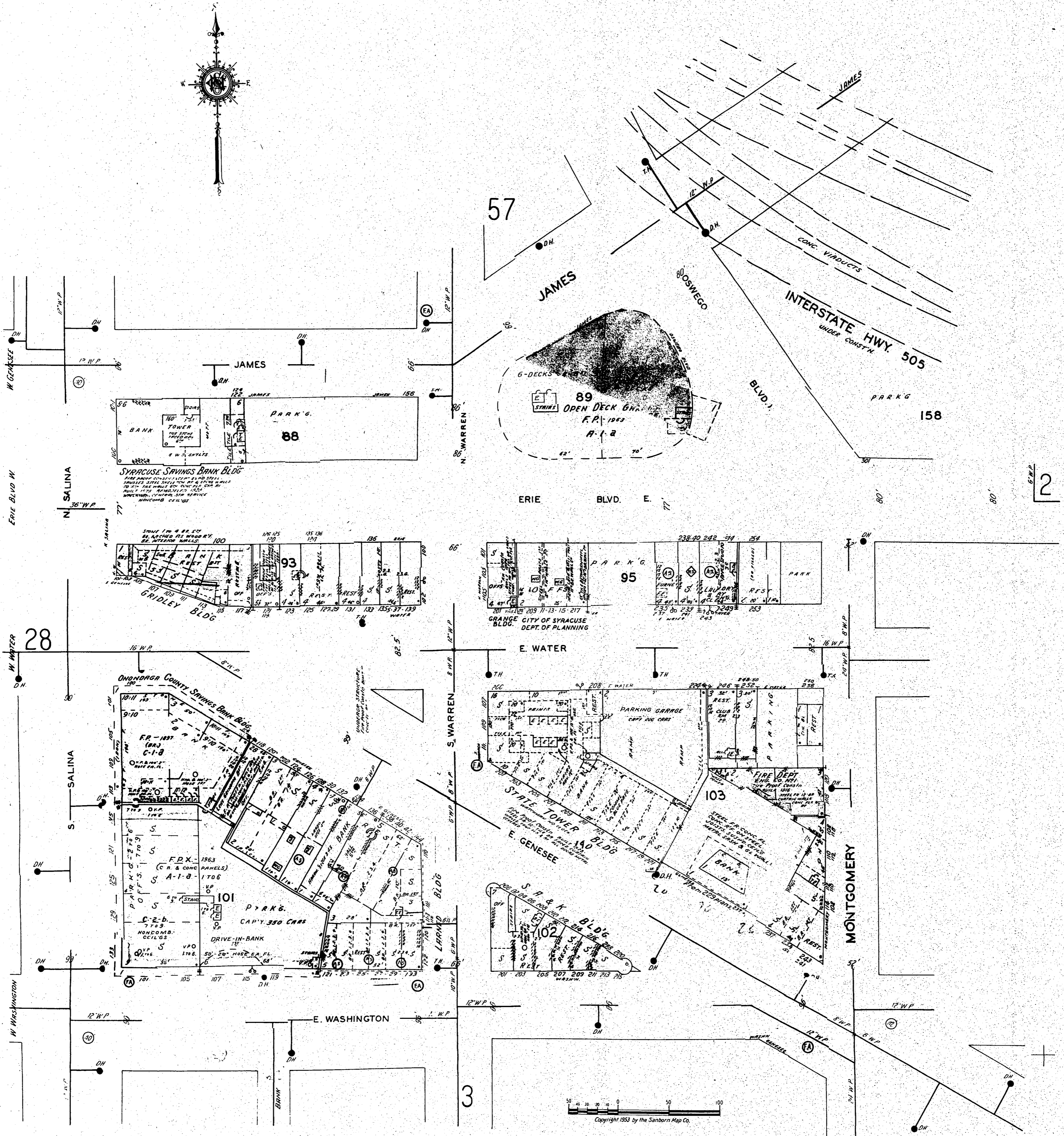
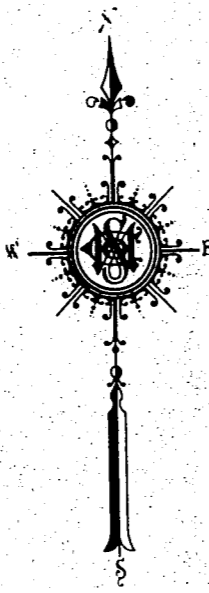


ALL BLDGS. IN THIS BLK. REMOVED.

ATLANTIC BUILDING.
11 MONROE ST. (111) 1950-51.
REMOVED BY CONTRACTOR JAMES J. MURPHY, INC. IN 1964.
REMOVED BY CONTRACTOR JAMES J. MURPHY, INC. IN 1964.

CLINTON SQ.
SCALE OF FEET
0 50 100
COPYRIGHT SANBORN MAP COMPANY, INC.







56

HERALD PL.

N. SALINA

W. WILLOW

E. WILLOW

OSWEGO BLVD.

E. WILLOW

WARREN

83

JAMES

JAMES

2

PARK G.

21

52

E. BELDEN AV.

HICKORY

PARK G.

25

58

N. STATE

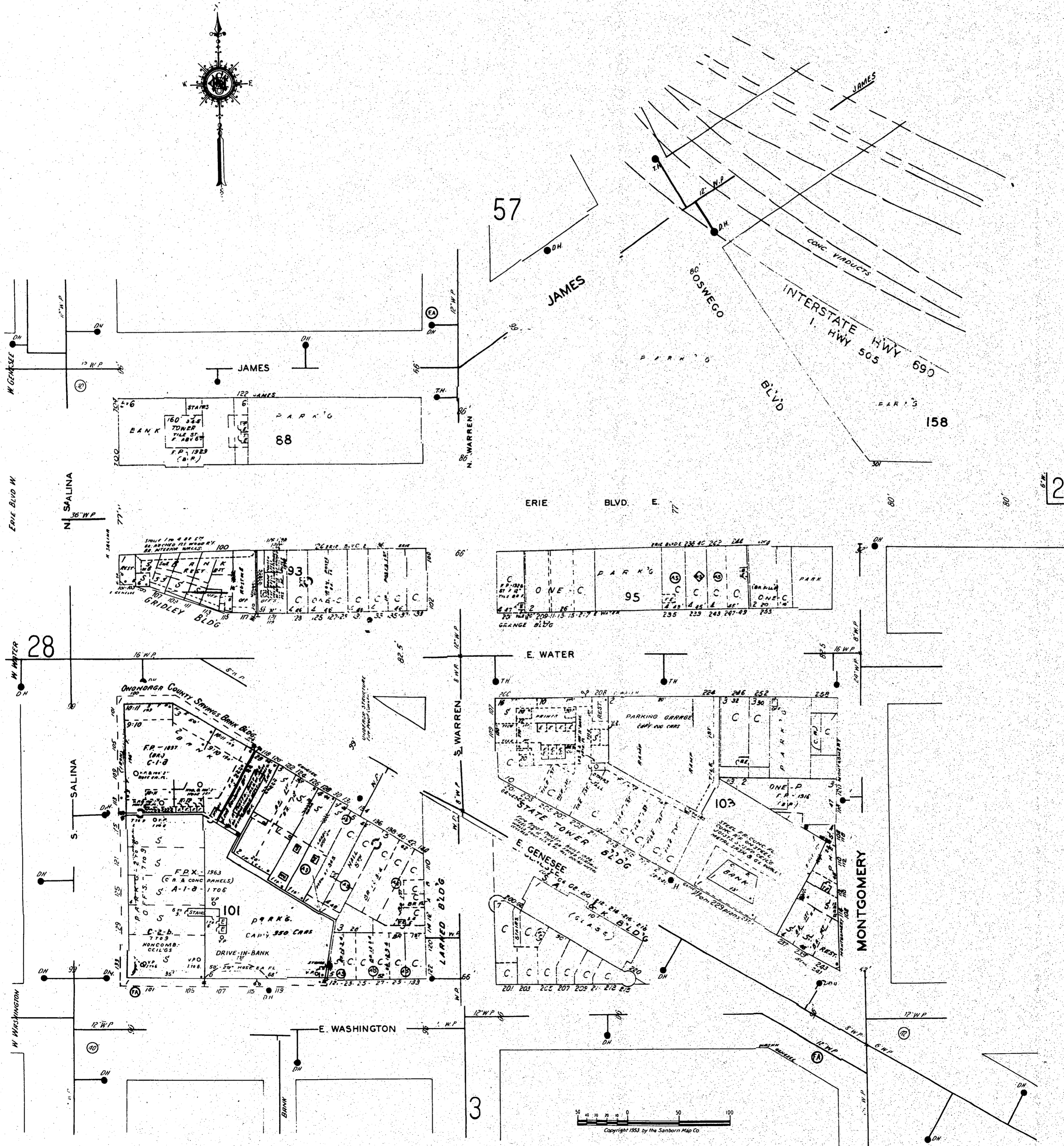
NETTLETON CO. SHOE MFG.
ASSOC. RISK

ST. JOHN'S R.C. CHURCH

26

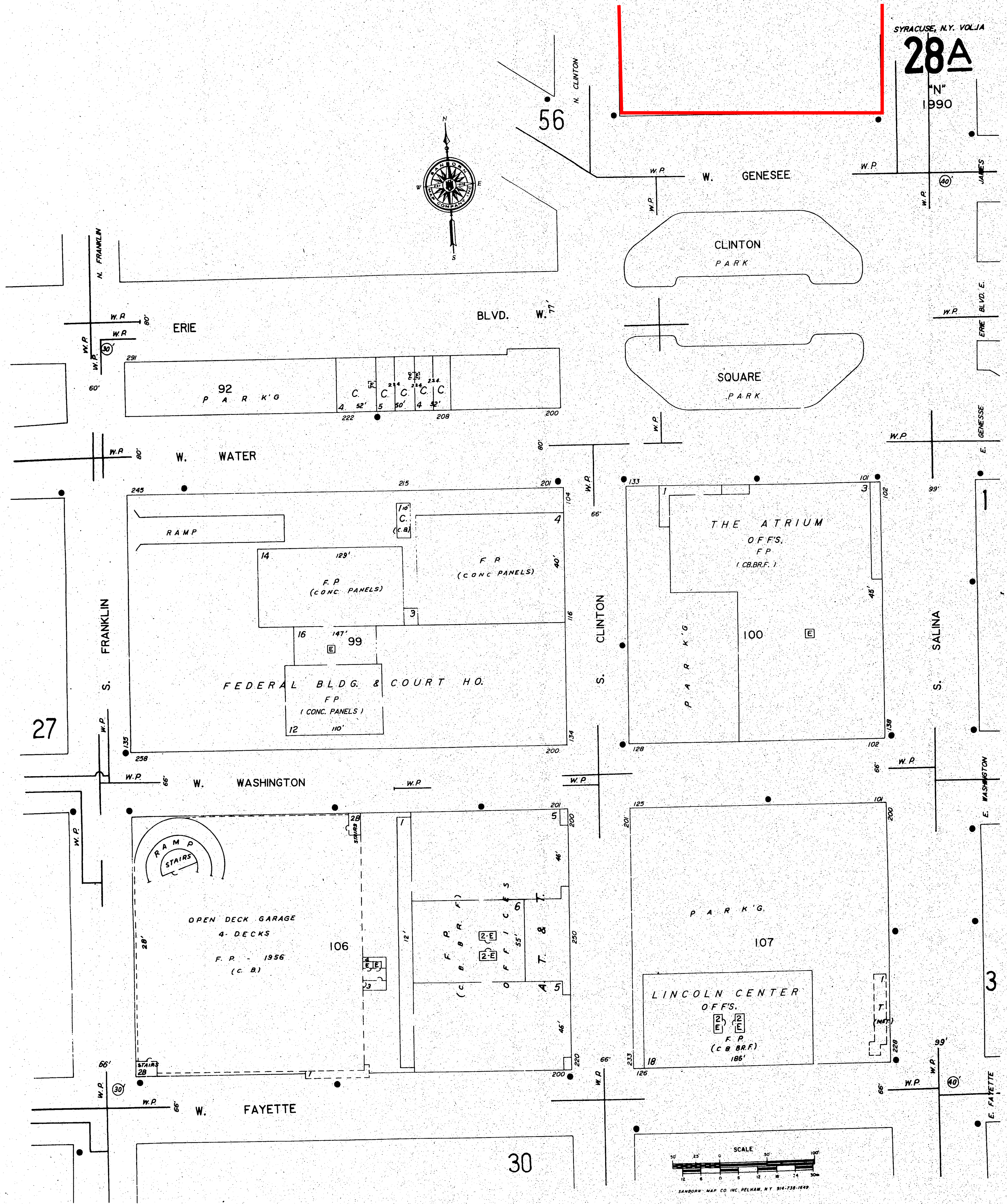
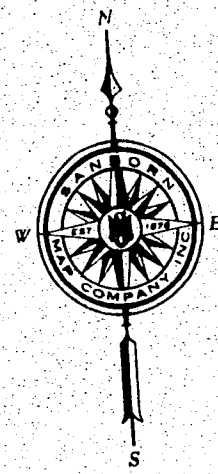
REST.

SCALE OF FEET
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COPYRIGHT SANBORN MAP COMPANY, INC.
(3533A R)

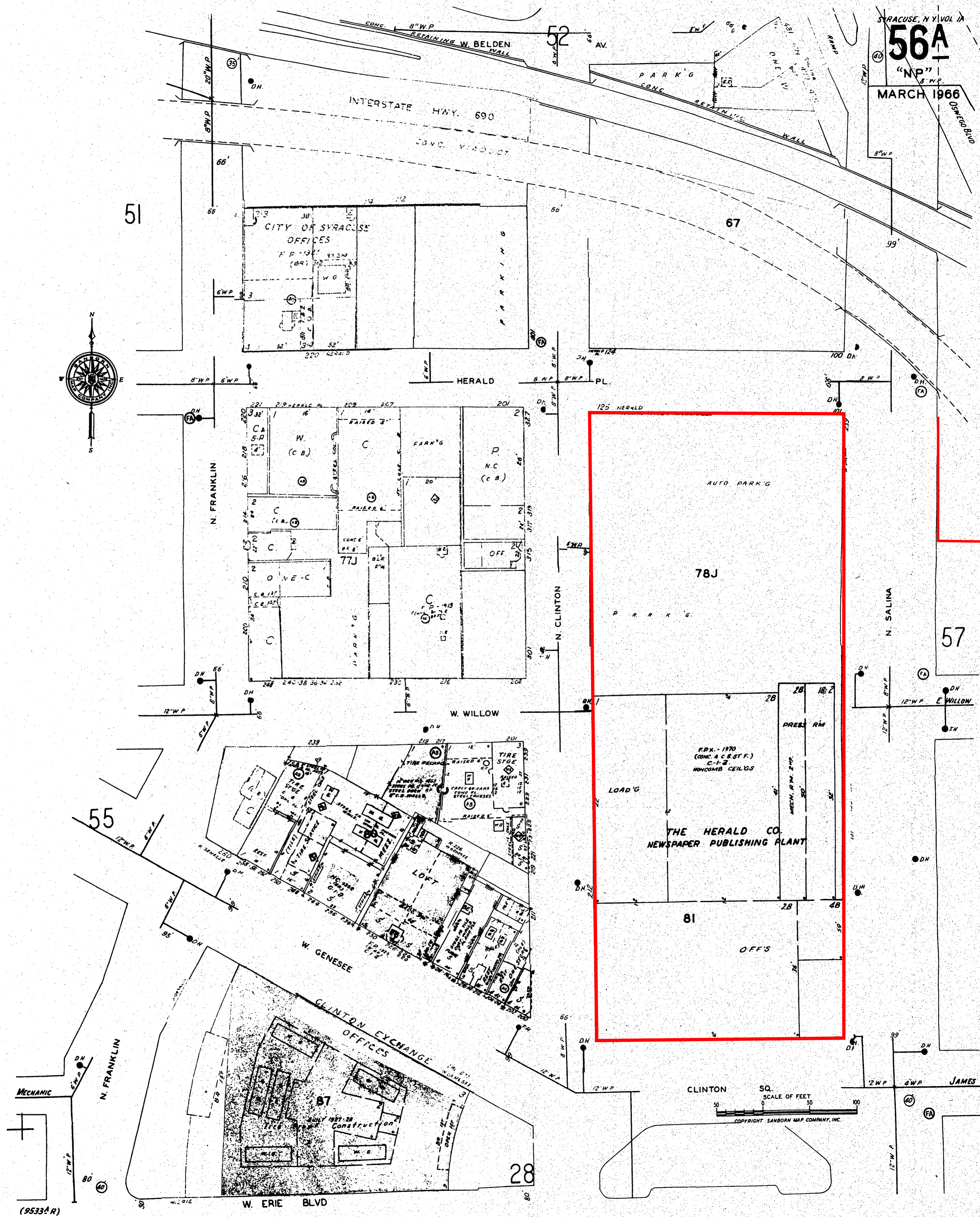


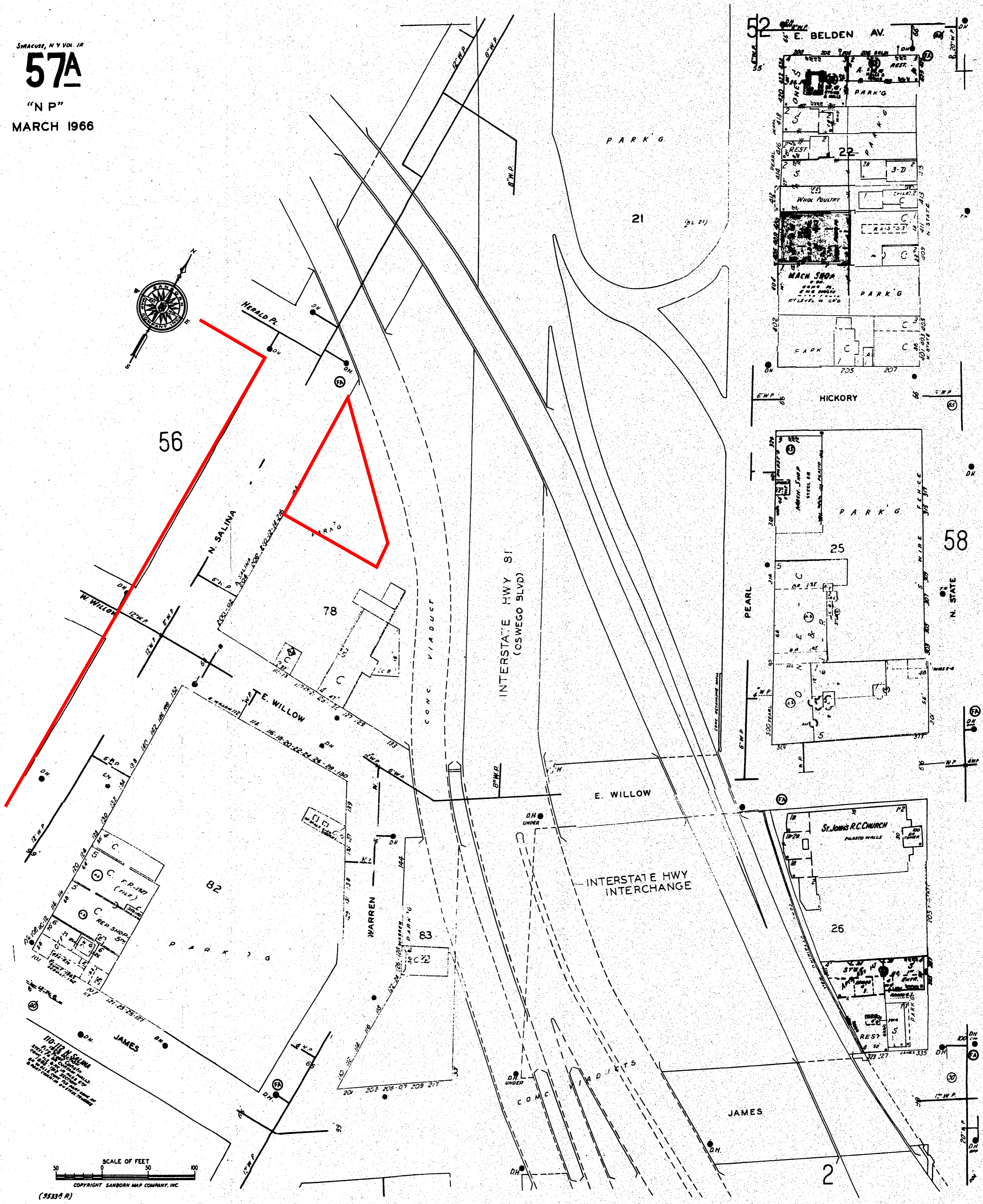
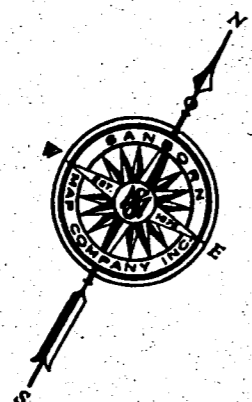
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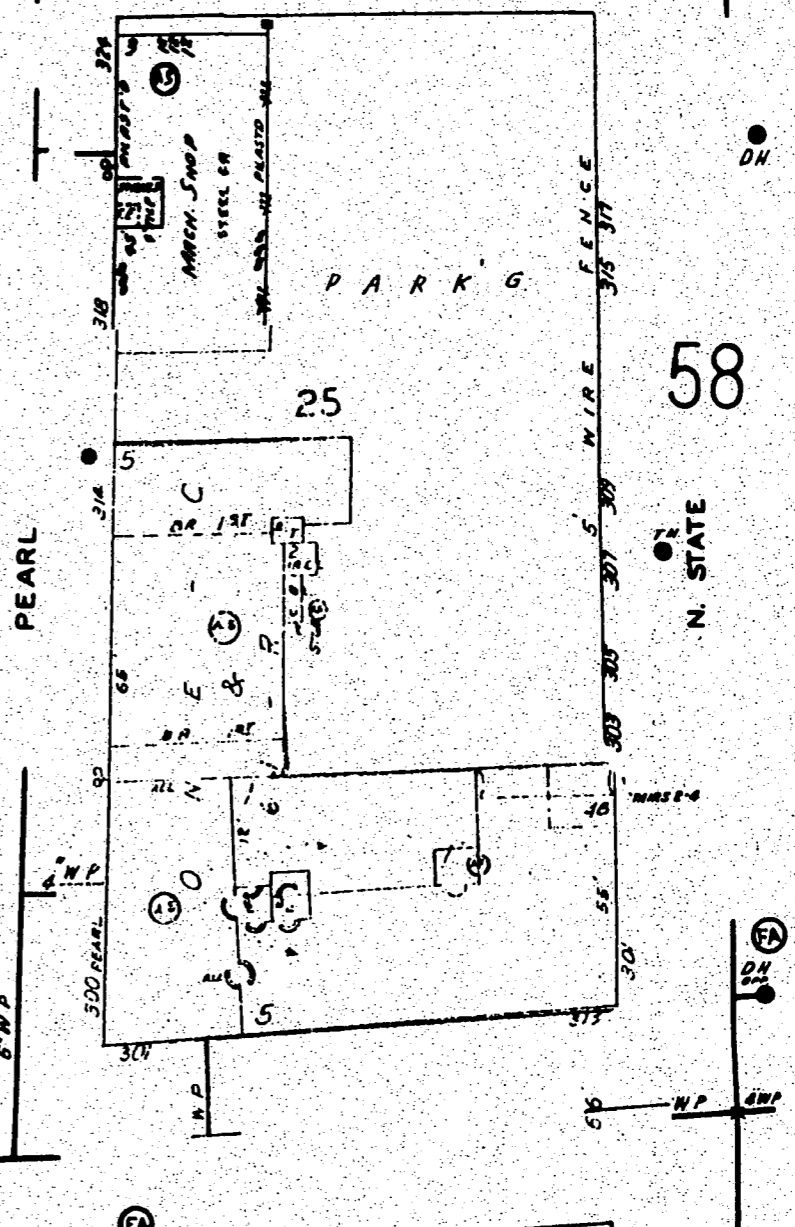
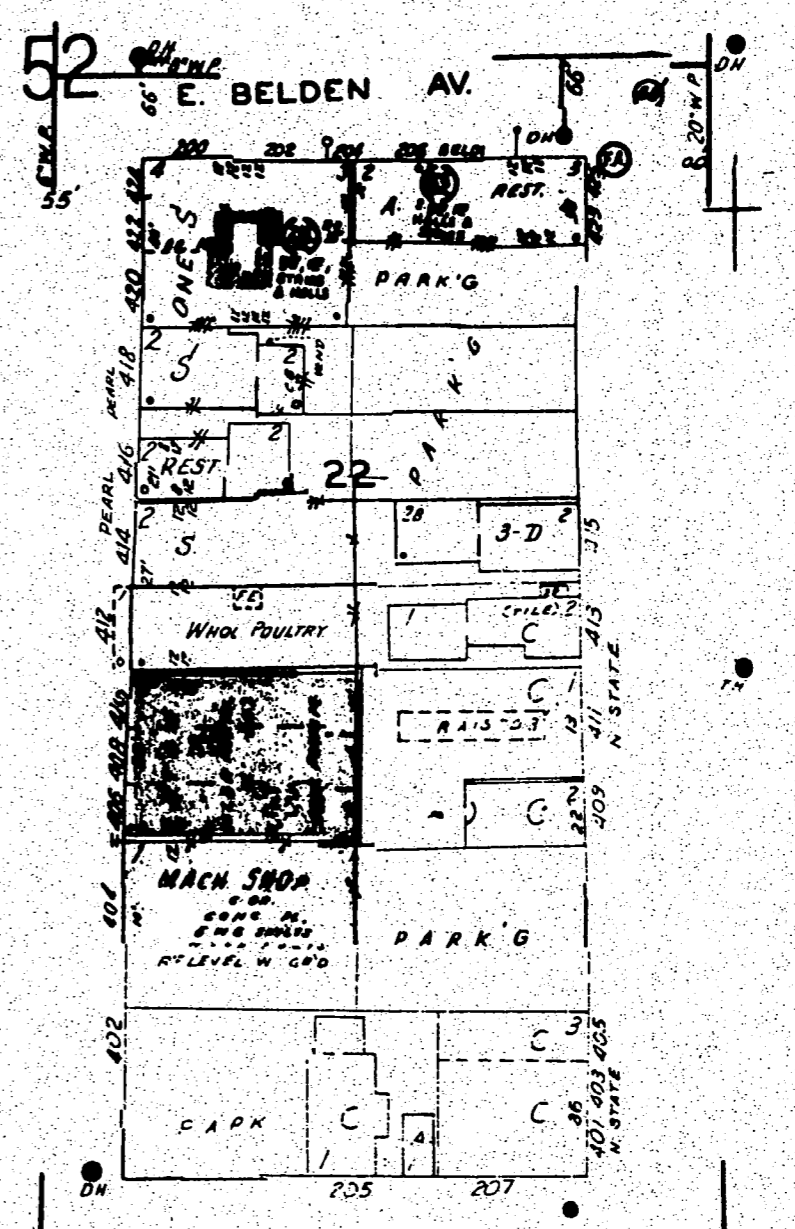


SYRACUSE, N.Y. VOL. 17
56A
"NP"
MARCH 1966
0545450-0100





SCALE OF FEET
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(95334 R)



10.10 HYDROLOGIC/HYDROGEOLOGIC INFORMATION

LCS, INC.
QUAD/WETLANDS/SOILS/GEOLOGY

PROJECT #: 16S707J.39
SITE ADDRESS: 101-239 + 214 N. Salma St
OFFICE REVIEWED AT: Syr
DATE REVIEWED: 12/8

USGS QUAD: Syracuse West ELEV.: 396-402 DATE: 7/3/78

Anticipated groundwater flow: unk
Nearest water body: Orondaga Creek Dist.: ~1100 ft Dir.: west

NYSDEC: _____ # OF _____ DATE: _____
(indicate if none within 2 miles)
NEAREST WETLAND: MI: 20 NSEW CLASS 2

USFWS: _____ DATE: _____
(indicate if none within 2 miles)
NEAREST WETLAND: MI: 0.02 NSEW CLASS Riverine
(O. creek)

GEOLOGY: SHEET: Finger Lakes DATE: 1970
CLASS: Akron Dolostone, Cobleskill Limestone, + Salma Group
SUBCLASS: Scc - Cobleskill Limestone

SURFICIAL GEOLOGY: SHEET: Finger Lakes DATE: 1986
CLASS: Lsc - lacustrine silt and clay

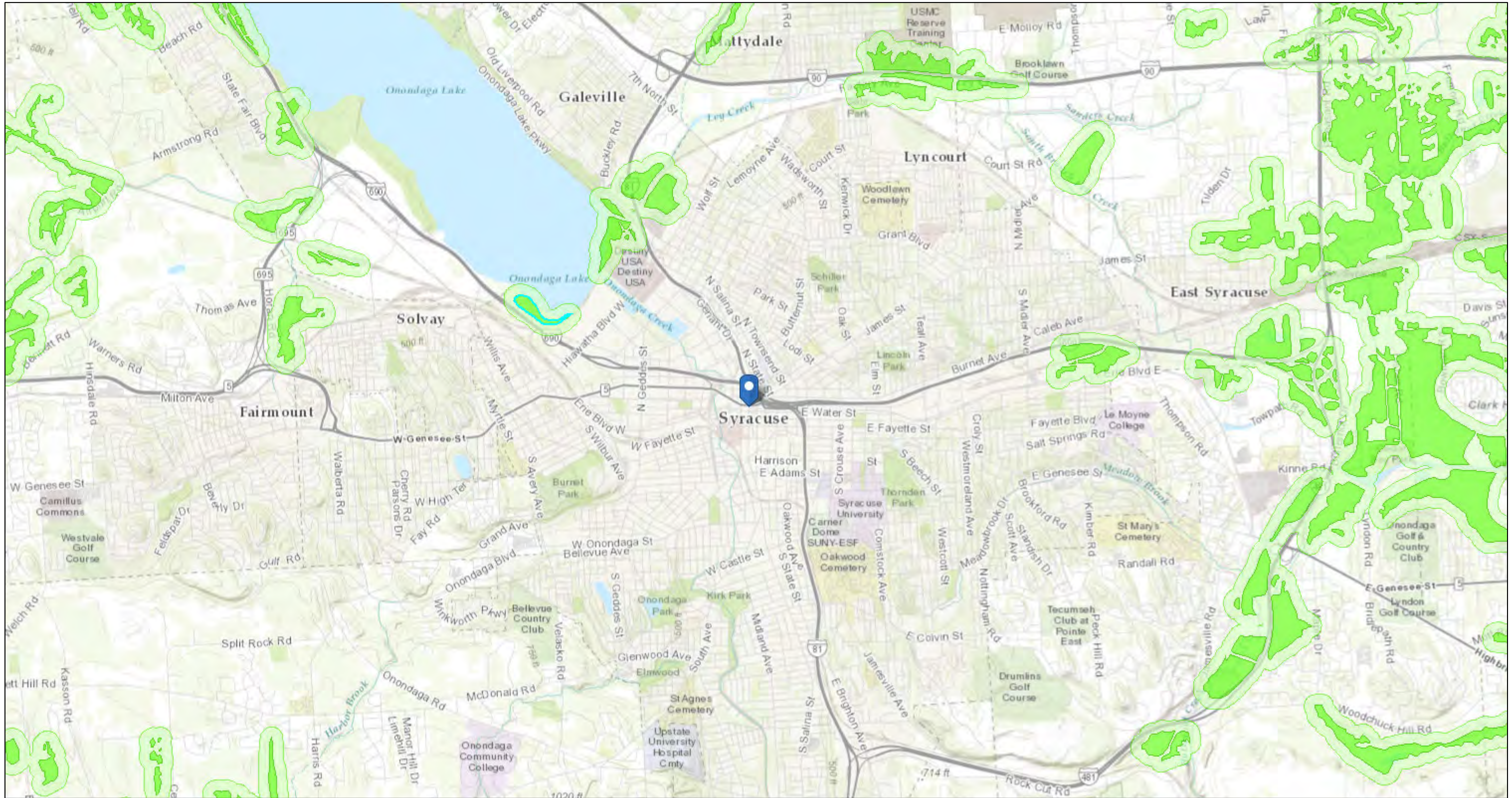
SOILS: SOIL SURVEY (CO.): _____ SHEET #: U4067 DATE: _____
CLASS: U6 - urban land HYDRIC N/D
CLASS: _____ HYDRIC _____
CLASS: _____ HYDRIC _____
CLASS: _____ HYDRIC _____
CLASS: _____ HYDRIC _____
CLASS: _____ HYDRIC _____

RADON: COUNTY NAME: Orondaga VALUE: Basement Average 5.14
TOWN NAME: Syracuse VALUE: 6.51

DRAINAGE BASIN: Major: Seneca-Onondaga-Oswego R. Minor: Upper Seneca R.

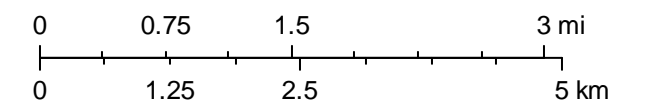
LEAD IN DRINKING WATER: 90th percentile: 3.6 ug/l

Environmental Resource Mapper

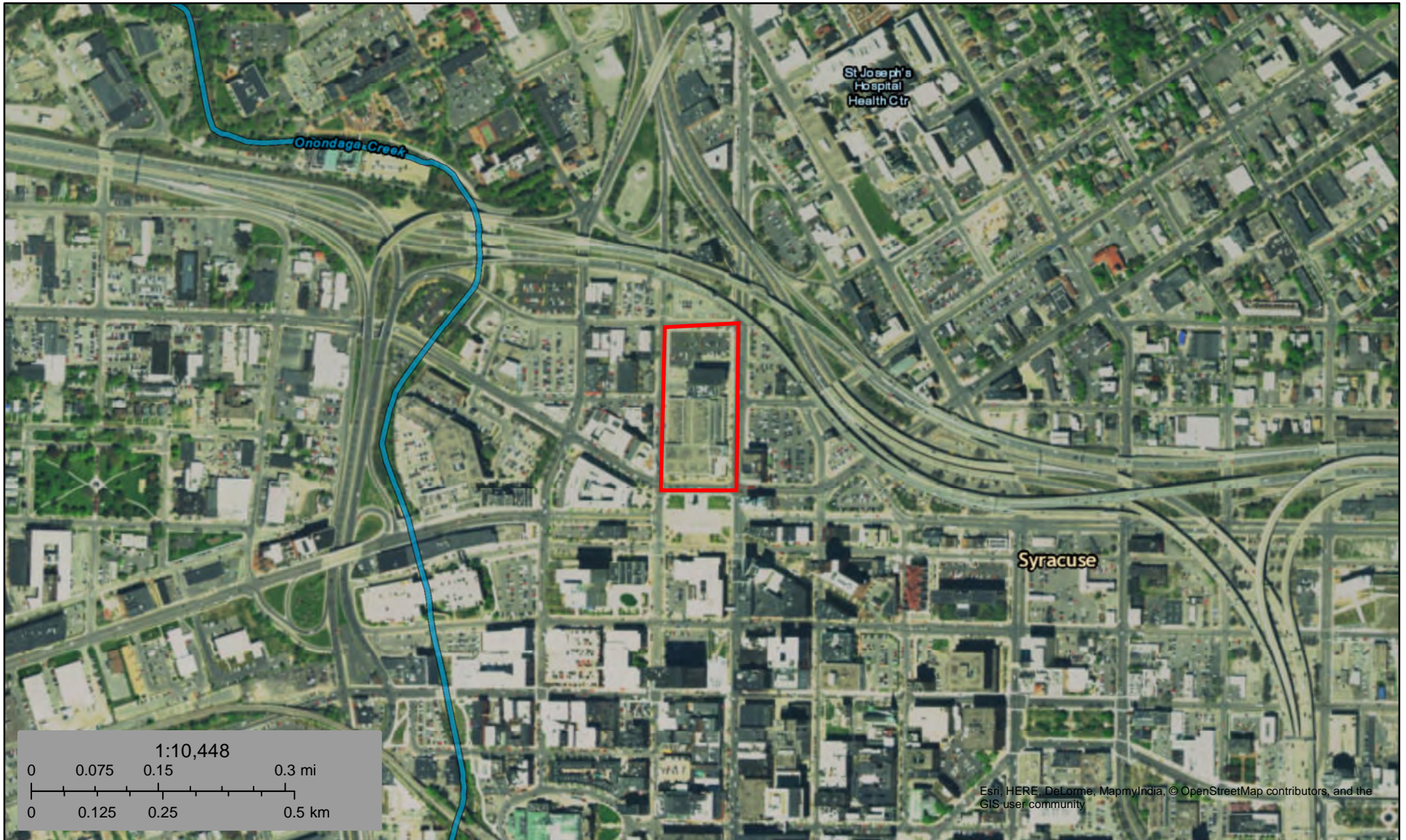


December 14, 2016

1:72,224



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



December 14, 2016

- | | | | | | |
|--|--------------------------------|--|-----------------------------------|--|----------|
| | Estuarine and Marine Deepwater | | Freshwater Forested/Shrub Wetland | | Other |
| | Estuarine and Marine Wetland | | Freshwater Pond | | Riverine |
| | Freshwater Emergent Wetland | | Lake | | |

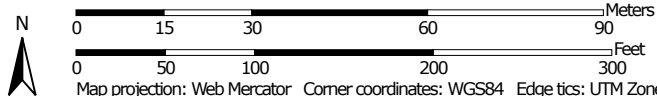
This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Soil Map—Onondaga County, New York



Warning: Soil Map may not be valid at this scale.

Map Scale: 1:1,290 if printed on A portrait (8.5" x 11") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 18N WGS84



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Onondaga County, New York
 Survey Area Data: Version 10, Sep 24, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 11, 2013—Aug 24, 2013

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Onondaga County, New York (NY067)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ub	Urban land	5.7	100.0%
Totals for Area of Interest		5.7	100.0%

10.11 USER PROVIDED INFORMATION

LCS was informed that NHW Syracuse LLC maintains no specialized knowledge of environmental concerns at the subject property. As such, NHW Syracuse LLC could not provide useful answers to the ASTM 1527-13 Phase I Environmental Site Assessment User Questionnaire. [As required under 40 CFR 312, only those seeking liability protection under CERCLA must provide the environmental professional certain information and documentation.]

10.12 LIMITATIONS

This **ENVIRONMENTAL SITE ASSESSMENT PHASE I, IN ACCORDANCE WITH ASTM E1527-13**, is based on the SCOPE OF SERVICES contained within this report. This report is not to be considered as an environmental audit of the subject property or a complete environmental investigation of the subject property.

We have prepared this report for the exclusive use of our client. LCS' liability is limited to use by this client for a period of one year. Use by any other party is strictly prohibited except by authorization in writing from this consultant. LCS has no liability for others' use of this report.

The purpose of this assessment is not to proclaim a property is devoid of environmental impact but rather to identify recognized environmental conditions. This is defined by as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substance or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a material risk of harm to the public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be de minimis are not recognized environmental conditions."

While performance of this Phase I Environmental Site Assessment of the subject property was not intended to constitute all appropriate inquiry for purposes of the CERCLA innocent landowner defense by identifying RECs in connection with the subject property, this assessment (as defined by ASTM) is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a subject property. This assessment does not include any testing or sampling of materials.

This **ENVIRONMENTAL SITE ASSESSMENT PHASE I, IN ACCORDANCE WITH ASTM E1527-13**, makes no warranties nor implies any liability regarding:

- 1) Site specific practices and/or disposal methods of the past or future owners.
- 2) The presence of lead containing materials, asbestos, radon and/or environmental impact of such substances on the subject property or buildings and structures on the subject property, other than noted here in.
- 3) Adjacent property owners, their environmental practices and/or impact of such properties and practices on the subject property other than observed from the subject property.
- 4) Unreported spills.
- 5) Practices, waste disposal, environmental concerns and/or modifications to waste site indexes after the date on this report.
- 6) Site groundwater or soil conditions.
- 7) Accuracy or completeness of information supplied to LCS by others.
- 8) Environmental conditions in areas that were not accessible or not otherwise shown to LCS (locked rooms, behind walls or ceilings, etc.).
- 9) Accuracy of previous studies provided to LCS.

10.12 LIMITATIONS (continued)

This report is also subject to any and all limitations defined within ASTM E1527-13. This includes, but is not limited to, the limitation that this report is intended to identify environmental conditions at a specific time and the report is only valid for a period of six months from the date of issuance. According to ASTM, asphalt pavement is considered a limitation.

The principles defined within ASTM E1527-13, and followed within this study, include the following.

- This practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a property.
- All appropriate inquiry does not mean an exhaustive assessment of a clean property. One of the purposes of this practice is to identify a balance between limiting costs/time and the reduction of uncertainty about unknown conditions.
- The level of inquiry is variable and depends on the type of property, risk level of the user and information developed in the course of the inquiry.
- Subsequent environmental assessments should not be used as standards to evaluate the appropriateness of prior inquiries based on hindsight, new information or new techniques.

10.13 USER RESPONSIBILITIES

The following information is the responsibility of the user and not of the environmental professional. This information may be provided by the user to the environmental professional for use in the final opinion of the all appropriate inquiry. If the information is not provided by the user, the environmental professional's ability to render such an opinion may be hindered and identified as a data gap.

- Searches for environmental cleanup liens and activity and use limitations against the subject property that are filed or recorded under any federal, tribal, state or local law, as required by 40 CFR section 312.25 and 312.26.
- Assessments of any specialized knowledge or experience on the part of the landowner, as required by 40 CFR section 312.28.
- An assessment of the relationship of the purchase price to the fair market value of the subject property, if the property was not contaminated, as required by 40 CFR 312.29.
- An assessment of commonly known or reasonably ascertainable information about the subject property, as required by 40 CFR section 312.30.
- The degree of obviousness of the presence or likely presence of releases or threatened releases at the property, and the ability to detect the releases by appropriate investigations, as required by 40 CFR section 312.31.

In addition, there are other requirements within 40 CFR 312 of the user post-purchase regarding maintaining use limitations, providing access for studies from off-site sources and other matters. The user should review these requirements, which depend on the specific liability protection that may apply to the use.

10.14 USER PROTECTIONS

Persons claiming the liability protections under CERCLA must meet the statutory requirements of one of the following landowner liability protections. [It should be noted that the user must also satisfy certain continuing obligations outside the scope of this Phase I Environmental Assessment, as required by CERCLA].

- The innocent landowner defense pursuant to CERCLA Sections 9601(35) and 9607(b)(3).
- The bona fide prospective purchaser liability protection pursuant to CERCLA Sections 101(40) and 9607(r).
- The contiguous property owner liability protection pursuant to CERCLA Section 9607(q).

11.0 PERSONNEL QUALIFICATIONS

Name: **Thomas Duffy**
Title: Chief Executive Officer
Years with firm: Eighteen
Education: Bachelors of Arts, St. Bonaventure University, Olean, New York

Certifications: Lead Inspector
New York State Department of Labor Asbestos Project Monitor, Inspector and Air Sampling Technician
Steel Structures Painting Council (SSPC) QP-1 Certified for removal of lead paint on complex steel structures
ASTM Conference on Environmental Site Assessments for Property Transfer

Experience: Mr. Duffy is currently the Chief Executive Officer of operations and is responsible for the oversight of all systems and operations, including research, development and implementation of such systems company-wide, as well as marketing and client retention in the Albany/Hudson Valley/NYC regions. Mr. Duffy's previous positions within LCS include Buffalo General Manager, Syracuse General Manager and Regional Manager for Albany, Hudson Valley and New York City.

Mr. Duffy is a graduate of St. Bonaventure University with a Bachelors of Arts in Communications. Over the past eight years, Mr. Duffy has been involved in all aspects of environmental field projects throughout New York State.

He has provided services to clients including the closure of gasoline stations, closure of past industrial dumping grounds, Sewer System Evaluation Surveys, demolition and remediation projects and soil and water sampling.

While with LCS, Mr. Duffy has conducted nearly 800 Phase I and Transaction Screen Environmental Site Assessments, and has participated as a team leader on asbestos inspections and lead-based paint surveys. In addition, he is knowledgeable in environmental laws.

Name: **Benjamin F. Bremer**
Title: President
Years with Firm: Seventeen
Education: Bachelors of Science degree in Environmental Studies, State University of New York at Buffalo, Buffalo, New York

Certifications: ASTM Conference on Environmental Site Assessments for Property Transfer
HAZWOPER
Environmental Professional
Risk Management Association Board Member

Experience: Mr. Bremer is currently President of LCS. As President, duties include the maintenance and development of both new and existing clients nationwide, as well as oversight of the overall operations of LCS. Mr. Bremer is also highly involved in developing new products and programs.

While with LCS, Mr. Bremer has conducted or been involved in thousands of Environmental Site Assessments, valuation and construction projects. This includes site reconnaissance, data review and report preparation. Mr. Bremer has completed field studies nationwide. The field investigations Mr. Bremer has been involved in include small gasoline stations to large scale industrial facilities. Mr. Bremer specializes in finding creative and practical solutions when risk is identified.

While an Environmental Scientist with LCS, Mr. Bremer's has also been involved in hundreds of intrusive investigations and remediation projects. Such investigations have included gasoline stations, dry cleaning facilities, motor repair facilities and industrial facilities. Mr. Bremer's hands-on experience has included soil sampling, groundwater monitoring well preparation and sampling, environmental drilling, underground storage tank removals, remediation projects, project management, data review and report preparation.

While studying at SUNY at Buffalo, Mr. Bremer interned at Wastestream Technology, Inc. where he was involved in testing soil and water extractions for potential pollutants. His experience in the lab primarily dealt with metal extractions, while also being introduced to volatile organic compounds, semi-volatile organic compounds, pesticides and herbicides analysis.

Name: **Margaret Mary Battin**
Title: Chief Operating Officer
Years with Firm: Fourteen
Education: Bachelor of Science Degree in Biology, Cornell University, Ithaca, New York

Certifications: ASTM Conference on Environmental Site Assessments for Property Transfer
Underground Storage Tank Removal Technician
HAZWOPER Training
Environmental Professional
Instructor, Environmental Health and Safety Issues, BOMI International

Experience: Ms. Battin is currently the Chief Operating Officer of LCS, Inc. Her current role involves overall business management, business development, supervision of Regional General Managers and Sr. Vice Presidents, and assessment of various environmental due diligence requirements and environmental risk for various financial institutions. Ms. Battin's previous positions within LCS include General Manager of the Mid- Atlantic Region and Senior Vice President of Operations.

Ms. Battin has over twenty-six years of experience in various aspects of the environmental field including environmental management, compliance, research and site investigation. Ms. Battin has acted as a liaison between property owners, and governmental and financial agencies. She was previously a partner and Vice President of an environmental consulting firm in the Chesapeake Bay Region.

Ms. Battin has conducted and reviewed over 7000 Phase I and Transaction Screen Environmental Site Assessments, environmental compliance and research projects, as well as conducted and managed numerous Phase II and Phase III projects including hydrogeologic investigations, storage tank management and underground storage tank (UST) removal and closure projects, Resource Conservation and Recovery Act (RCRA) monitoring, assessment and reporting, groundwater monitoring well installation and monitoring, landfill delineation projects, and site characterization and remedial design projects.

Name: **Mary Beth Facklam**

Title: Senior Vice President, Due Diligence Services
Environmental Professional

Years with Firm: Sixteen

Education: Master's Degree in Science Education,
State University of New York at Buffalo, Buffalo, New York
Bachelor of Arts, Geology and Anthropology,
University of Rochester, Rochester, New York

Affiliations: American Society of Testing and Materials;
National Association of Professional Women

Experience: Ms. Facklam is currently Senior Vice President of Environmental Due Diligence Services. She is responsible for the management, preparation and/or review of environmental reports prepared by LCS, as well as the completion of third-party report reviews for lenders.

Prior to joining LCS, Ms. Facklam held a position with a local environmental consulting firm where she performed various duties as Geologist and Environmental Specialist.

Ms. Facklam has conducted over 500 Phase I Environmental Site Assessments of commercial properties, including automotive dealerships, office buildings and apartment complexes. In addition, she maintained databases for environmental information, coordinated operations for drilling and environmental fieldwork, classified soil and rock samples, performed physical laboratory soil testing and wrote final reports.

While at LCS, Ms. Facklam has been involved with over 5,000 Environmental Site Assessments. In addition, she is knowledgeable in environmental laws.

Name: **David Crandall**
Title: Vice President, Environmental and Due Diligence Services
Years with Firm: Six
Total years: 12
Years with Education: Bachelor of Science, Environmental Studies Policy and Management, Cum Laude, State University of New York College of Environmental Science and Forestry, Syracuse, New York

Certifications: ASTM Conference on Environmental Site Assessments for Property Transfer
OSHA HAZWOPER 40-Hour Course/8-Hour Refresher
OSHA 8-Hour HAZWOPER Supervisor
Environmental Professional

Experience: Mr. Crandall is currently Vice President, Environmental and Due Diligence Services at LCS. He is responsible for the review and issuance of Phase I, Transaction Screen, and EA Quick reports and Phase II Investigation, Remedial Action, and Brownfield/Voluntary Cleanup Program scoping, costing, performance, and reporting. As part of his role in the review of LCS reports, Mr. Crandall provides senior review services for previous studies and environmental reports completed by others in order to verify whether such previous reports have addressed on-site concerns. Furthermore, Mr. Crandall performs various functions in association with the review of environmental reports prepared by other environmental firms. This includes the evaluation of previous Phase I reports and subsurface investigation and remediation reports, with a focus on the applicability of such work in accordance with clients' needs. To date, Mr. Crandall has been involved in several hundred such reviews, ranging from undeveloped land and small commercial properties to large-scale industrial sites with varying complexity of completed investigation and remediation work.

Mr. Crandall has over ten years of experience in environmental consulting. During his time with LCS, he has been involved in thousands of EA Quicks, Transaction Screens, and Phase I Environmental Site Assessments. Mr. Crandall has also been involved in numerous Phase II Investigations and remedial projects including soil excavations, *in-situ* remediation activities, and UST and in-ground hydraulic lift closures.

In five-plus years with an international environmental consulting firm, Mr. Crandall was responsible for Remedial Investigations, Feasibility Studies, and Remedial Actions for Federal, State, and commercial clients. He was responsible for developing scopes of work and costing for projects, performing soil and groundwater sampling, groundwater well installations, soil vapor and vapor intrusion assessments, and for the preparation of summary reports along with developing recommendations for future work. Mr. Crandall was also responsible for performing contractor oversight during remedial actions and developing post remedial action Site Management Plans.

While studying at SUNY-ESF, Mr. Crandall focused on environmental law, policy, and sciences, developing a strong wealth of knowledge in the environmental field.

Name: **Heather J. Lamb**
Title: Senior Reviewer, Due Diligence Services
Years with Firm: Fourteen
Education: Bachelors of Science degree in Environmental Science, State University of New York at Fredonia, Fredonia, New York

Certifications: ASTM Conference on Environmental Site Assessments for Property Transfer

Experience: Currently, Ms. Lamb is an Environmental Professional and Senior Reviewer of Due Diligence Services for LCS. While at LCS, Ms. Lamb has been involved with over 15,000 Transaction Screen and Phase I Environmental Site Assessments. Her duties include performing site inspections, data collection, report preparation and review of final reports as well as supervision and management of report writers.

While attending SUNY Fredonia, Ms. Lamb was involved with research for the State of the Lake Report for Chautauqua Lake. Her research involved sampling and testing of rainwater for such atmospheric pollutants as nitrous oxides and total phosphorous load. Additionally, Ms. Lamb spent a summer in China researching the effects of biogenic silica on marine life in addition to researching the exchange of nutrients between sediment and water and the chemical method of wet alkaline extraction. Her research involved testing sediment from the Yellow and Bohai Seas and researching various methods of chemical analyses related to biogenic silica.

Name: **Alan Schenk**
Title: General Manager, New England
Years with Firm: Fourteen
Education: Bachelors of Science degree in Environmental Studies, State University of New York at Buffalo, Buffalo, New York

Certifications: Environmental Professional
New York State Department of Labor Asbestos Inspector
ASTM Conference on Environmental Site Assessments for Property Transfer
40 Hour HAZWOPER
RAD II Radiological Worker

Experience: Mr. Schenk's responsibilities include business management and development, marketing, project budgeting, management of environmental technicians and the production of all reports for the Hudson and New England Regions.

While with LCS, Mr. Schenk has conducted over 1,700 Phase I Environmental Site Assessments and 500 Phase II subsurface studies for municipal and private clients and financial institutions. Subsurface study experience includes soil and groundwater investigations, remedial work, geophysical surveys utilizing magnetometer and ground penetrating radar. Mr. Schenk also works together on the completion and/or management of third-party report reviews/peer reviews to ensure compliance for lenders.

Mr. Schenk has been involved in the inspection of over 500,000 square feet of building space for asbestos materials. He also performs report writing for various environmental testing situations as well as produces CAD drawings for the reports.

In addition, Mr. Schenk is also responsible for coordinating of field operations with clients and utility companies. Mr. Schenk is well versed in all aspects of fieldwork generally consisting of: sampling various media (groundwater, soil, surface water, air, etc.); logging soil borings; completing field paperwork and documenting activities on-site; directing subcontractors, interacting with client representatives and regulatory agencies; and, communicating with project managers and other project related personnel.

Name: **Jeffrey Pacelli**
Title: General Manager, CNY
Years with Firm: Nine
Education: Bachelors of Science degree in Environmental Studies, State University of New York Environmental Science and Forestry at Syracuse, Syracuse, New York (SUNY ESF)

Certifications: ASTM Environmental Site Assessment for Commercial Real Estate
OSHA 40-Hour HAZWOPER
EPA Lead Risk Assessor and Inspector
NYS/EPA Asbestos Building Inspector
NYS/EPA Asbestos Management Planner
NYS/EPA Asbestos Project Designer
Environmental Professional

Experience: Mr. Pacelli is currently the General Manager for the Central New York Region. As a GM, duties include the maintenance and development of new and existing clients in the Central New York Region as well as managing the completion of all projects within the area.

In the approximately eight years Mr. Pacelli has been with LCS, he has conducted over 2,520 environmental site assessments throughout the country, including Phase I Environmental Site Assessments and Transaction Screen reports. Mr. Pacelli also has performed over 120 Phase II environmental site assessments and turnkey remediation projects. He has also conducted construction finance inspections on over 100 projects and has completed over 24 property condition assessments. Mr. Pacelli has managed over 50 asbestos and lead projects, ranging from lead in water sampling to acting as an owner's representative for asbestos remediation projects.

Prior to joining LCS, Mr. Pacelli worked for Environmental Compliance Management Corporation, where he conducted asbestos consulting for a multitude of clients, including industries, private companies, and public institutions.

Mr. Pacelli also has a wealth of field and research experience, largely due to his studies at SUNY ESF as well as two year stay in Puerto Rico, where he worked for the U.S. Forest Service, the University of Puerto Rico and SUNY ESF performing independently contracted research.

Name: **Shane Kessler**
Title: Environmental Analyst, CNY
Years with Firm: One
Education: Bachelors of Science degree in Economics with a concentration in Environmental Management, State University of New York at Cortland, Cortland, NY (SUNY Cortland)

Certifications: (RedVector, LLC) Green Associate 2013

Experience: Currently, Mr. Kessler is an Environmental Analyst serving the LCS Central New York Region. Mr. Kessler performs environmental site assessments for EAQuick, Transaction Screens, Phase I and Phase II reports, construction draws, PCA and PIR's including site surveillance, data collection and data review.

Prior to joining LCS, Mr. Kessler held a position with the operations division of the NYS Department of Environmental Conservation. While working for the NYSDEC, Mr. Kessler participated in an array of projects including habitat establishment, remediation, and protection, historical preservation, public access development and maintenance, invasive species identification and control, and many other projects with direct environmental considerations.

Mr. Kessler's time spent working in the field for the NYSDEC has given him a wealth of knowledge and experience regarding general construction, site layouts and identification of possible problems associated with such sites from an environmental standpoint. He also has extensive experience working on active construction and landscape sites, and has a well-rounded knowledge of such operations, as well as management of the labor and materials involved.

Name: **Jacquelyn Saniewski**
Title: Manager, Due Diligence Services
Environmental Professional
Years with Firm: Six
Education: Bachelors of Science degree in Environmental Science with a minor in Geology, State University of New York at Fredonia, Fredonia, New York

Experience: Currently, Ms. Saniewski is a Manager working in the corporate office of LCS, primarily assigned as technical report writer/reviewer of EAQuick Opinions, Loan Checks, and Loan Check Plus', Transaction Screen, Phase I Environmental Site Assessments. Her duties include report preparation and management of report writers.

While studying at SUNY Fredonia, Ms. Saniewski was involved with various report preparations including an assessment of the Cassadaga Lakes, a Bear Lake Management Plan, and a mock-Environmental Impact Statement for the West Valley Demonstration Project. These reports included the research, data collecting and analyzing at these various locations for the preparation of reports.

12.0 REFERENCES

ERIS, Database Report, Order #20161130088. Report Dated December 2, 2016.

ERIS, Fire Insurance Map Research Results, Order #20161130088. Report Dated December 2, 2016.

ERIS, Historical Directory Report, Report ID 20161130088. Report Dated December 2, 2016.

www.google.com/earth/

www.real-info.com

www.historicaerials.com

<http://www.health.state.ny.us/environmental/radiological/radon/towns.htm>

<http://www.nysm.nysed.gov/gis/>

<http://www.dec.ny.gov/chemical/8437.html>

City of Syracuse Department of Water 2015 Water Quality Report

13.0 ACRONYMS/ABBREVIATIONS

ACM	Asbestos-Containing Materials
AIRS	Aerometric Information Retrieval System
AST	Aboveground Storage Tank
ASTM	American Society for Testing and Materials
CBS	Chemical Bulk Storage
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CERCLIS	Comprehensive Environmental Response, Compensation and Liability Information System
CESQG	Conditionally Exempt Small Quantity Generator
CORRACTS	Corrective Action
ERIS	Environmental Risk Information Service, Ltd.
ERNS	Emergency Response and Notification System
FINDS	Facility Index System
FIS	Facility Information System
FOIA	Freedom of Information Act
FOIL	Freedom of Information Law
FWM	Freshwater Wetlands Map
ICIS	Integrated Compliance Information System
LCS	Lender Consulting Services, Inc.
LQG	Large Quantity Generator
LTANK	Leaking Tank
LUST	Leaking Underground Storage Tank
MOSF	Major Oil Storage Facility
MSDS	Material Data Safety Sheets
mVOC	Microbial Volatile Organic Compound
N/A	Not Available, Not Applicable
NFRAP	No Further Remedial Action Planned
NPDES	National Pollution Discharge Elimination System
NPL	National Priorities List ("Superfund")
NRCS	Natural Resource Conservation Service (by County)
NWI	National Wetlands Inventory
NYSDEC	New York State Department of Environmental Conservation
NYSDOH	New York State Department of Health
PBS	Petroleum Bulk Storage
PCB	Polychlorinated Biphenyl
PCi/L	Pico Curies per Liter
PEC	Potential Environmental Concern
RCRA	Resource Conservation and Recovery Act
RCRIS	Resource Conservation and Recovery Information System
REC	Recognized Environmental Condition
SPDES	State Pollution Discharge Elimination System
SQG	Small Quantity Generator
TSDF	Treatment, Storage and Disposal Facility
USDA	United States Department of Agriculture
USEPA	United States Environmental Protection Agency
USFWS	United State Fish and Wildlife Service
USGS	United States Geological Survey
UST	Underground Storage Tanks
VCP	Voluntary Cleanup Program

February 23, 2017

NHW Syracuse, LLC
c/o Chuck Wallace
One Webster's Landing
Syracuse, New York 13202

RE: Addendum #1 to ASTM E1527-13 Phase I Environmental Site Assessment (ESA) for Commercial Property (Post Standard Building) 101-239 and 214-216 Salina Street North (aka 101-125 Herald Place, 100-130 Clinton Square, and 212-320 North Clinton Street) Syracuse, New York 13202

LCS Project No. 16S7075.39 (Related to 17S910.22)

On December 30, 2016, LCS issued the above-referenced Phase I ESA which identified the following recognized environmental conditions (RECs) warranting further investigation:

- The subject property has been utilized as a newspaper publishing plant/printing facility since 1970.
- On-site operations currently include industrial printing. Various new and waste printing inks, lubricants, cleaners, and other chemicals were noted in many containers of 55-gallons or less throughout the structure, including the basement. Many of these materials/containers were stored on secondary containment systems; however, some drums were noted stored on a metal grate in the basement; the discharge point of the grate was unknown to the site contact. Some staining was noted to concrete floors and walls in the areas of these materials and machinery.
- Past uses of the subject property included tin shops (eastern parcel) in at least 1892-1911, an industrial building (at least 1911), a paper box factory (at least 1938-1961), furniture repair (at least 1950-1968), and clothing factories (at least 1911).
- According to Sanborn Fire Insurance Maps, two gasoline tanks were located in the central portion of the property from at least 1950 through at least 1968. [These tanks appear to have been located in an area beneath the northern addition to the subject structure.]
- According to the regulatory database report, the subject property was identified as an underground storage tank (UST) facility (Petroleum Bulk Storage Site Number 7-459321) with two 10,000-gallon gasoline USTs installed in December 1973 and closed-removed in July 1998; no tank closure documentation was available. One 10,000-gallon empty UST was installed in July 1998 and is listed as closed-removed in September 2000. Two additional USTs (one 1,000-gallon and 500-gallon capacities) are registered for the subject property and are listed as "closed-removed" on September 22, 2000.

Subsequent to issuing the Phase I ESA, Lender Consulting Services, Inc. (LCS) was provided documentation by the property owner and the City of Syracuse pertaining to USTs associated with the subject property. The following is a summary of the review of relevant documentation:

- Plumley Engineering, P.C. issued a "Petroleum Storage Tank Closure Program" report on December 7, 2000 for New York State Department of Environmental Conservation (NYSDEC) Spill Number 00-07349. Through that report, the following was identified:
 - On September 26, 2000, one 1,000-gallon UST and one 550-gallon UST were encountered during the construction of a new addition on the north side of the existing building. The tanks were cleaned and removed from the site. The tank excavation, concurrent with excavation for

- the new addition, terminated at 18 feet below ground surface. No groundwater was encountered during the investigation. A total of 576 gallons of petroleum-impacted water and 155 tons of petroleum-contaminated soil was removed and disposed of in approved off-site facilities. [The two USTs were encountered in the location of the tanks identified on Sanborn Fire Insurance maps.]
- Confirmatory soil samples from the sidewalls and bottom of the excavation were submitted for laboratory analysis. Based on the analysis, two petroleum compounds in the bottom sample were identified at, or slightly above, regulatory criteria.
 - On February 21, 2001, the NYSDEC issued a spill closure letter for NYSDEC Spill Number 00-07349 as “closed, not meeting standards” based on a review of the above report and the impacted soil remaining on-site.
- Documentation received from the City of Syracuse on January 26, 2017 through a Freedom of Information Law (FOIL) Request identified the following:
 - The property owner filed a permit for the removal of a 10,000-gallon UST on September 12, 2000. The permit indicated the tank was “never filled or used.”
 - The property owner filed a permit for the installation of a 10,000-gallon gasoline UST and product piping on October 26, 2001. No additional information was available.

Based on a review of the above documentation, LCS notes the following:

- No further investigation is warranted relative to the 1,000-gallon and 500-gallon USTs (registered tank numbers 004 and 005) associated with NYSDEC Spill Number 00-07349.
- Based on the age of the 10,000-gallon UST removed in 2000 (tank number 003), its proximity to the northern building addition, and the fact that it was reportedly never filled with product or used, the associated environmental risk is reduced and no further work is warranted at this time.

However, unless sufficient information is provided, additional investigation remains warranted relative to the two 10,000-gallon USTs (tank numbers 001 and 002) removed in 1998, the 10,000-gallon UST reportedly installed in 2001, the historic industrial uses of the property, and the on-site industrial printing operations.

All other recommendations found within the Phase I ESA, dated December 30, 2016, remain unchanged.

Should you have any questions relative to this report, please do not hesitate to contact our office.

Sincerely yours,



Jeff Pacelli
Senior Project Manager

CLOSING RECEIPT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY LEASE/SUBLEASE TRANSACTION 101 NORTH SALINA ST, LLC

CLOSING RECEIPT executed December 17, 2021 by the City of Syracuse Industrial Development Agency (the "**Agency**") and **101 NORTH SALINA ST, LLC** (the "**Company**") in connection with a certain project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "**Building**") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "**Land**"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "**Facility**"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

WITNESSETH:

(1) The Agency has executed, delivered, sealed and acknowledged, where appropriate, the documents to which it is a party, and acknowledges receipt from the Company of its administrative fee.

(2) The Company has executed, delivered, sealed and acknowledged, where appropriate, the documents to which it is a party. The Company acknowledges that it is responsible for remitting, at closing, all of the Agency's legal fees associated with the Project and the Company Documents to date.

(Signature page to Closing Receipt)

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Judith DeLaney, Executive Director

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC

Its: Manager

By: _____

David C. Nutting, Member

(Signature page to Closing Receipt)

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC
Its: Manager

By:  _____
David C. Nutting, Member

City of Syracuse
Industrial Development Agency
City Hall Commons, 6th Floor
201 East Washington Street
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 448-8100

December 1, 2021

101 North Salina St, LLC
One Webster's Landing
Syracuse, New York 13202
Attn: David Nutting, Managing Member

Re: City of Syracuse Industrial Development Agency
101 North Salina St, LLC – The Post Project
Sales Tax Appointment Letter

Dear Mr. Nutting:

Pursuant to a resolution duly adopted on June 15, 2021, the City of Syracuse Industrial Development Agency (the “**Agency**”) appointed 101 North Salina St, LLC (the “**Company**”) the true and lawful agent of the Agency to undertake a project (the “**Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the “**Building**”) located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the “**Land**”); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the “**Facility**”); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the

Company pursuant to a sublease agreement. The 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 **\$435,488**.

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 the Company in accordance and compliance with the terms of the Agency Lease dated as of June 1, 2021 by and between the Agency and the Company (the "***Agency Lease***"). The Company hereby agrees to complete "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (Form ST-60) for itself and each Additional Agent who provide materials, equipment, supplies or services to the Project Facility and deliver said form to the Agency within fifteen (15) days of appointment such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment. The Agency's obligation to execute any Form ST-60 relative to an Additional Agent is subject to the satisfaction of the conditions in the Agency Lease relative to such appointments.

The Company agrees, whenever requested by the Agency, to provide, or cause its Additional Agents to provide and certify, or cause to be certified, such information regarding use of local labor, job creation, exemptions from State and local sales and use tax, real property taxes and mortgage recording taxes and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation, including but not limited to those required by §875 of the Act.

The Company acknowledges and agrees that pursuant to Section 875(3) of the Act, and in conjunction with the Agency's Recapture of Benefits Policy (the "***Recapture Policy***") dated as of June 21, 2016, the Project Agreement between the Agency and the Company dated as of December 1, 2021 and the Agency Lease, the Agency shall, and in some circumstances may,

recover, recapture, receive or otherwise obtain from the Company some or all of the Financial Assistance (the “*Recapture Amount*”).

Each supplier or vendor should identify the Project Facility on each bill or invoice and indicate thereon which of the Company or its Additional Agents acted as agent for the Agency in making the purchase.

In order to be entitled to use this exemption, you and each Additional Agent should present to the supplier or other vendor of materials for the Project Facility, a completed “IDA Agent or Project Operator Exempt Purchase Certificate” (Form ST-123).

In addition, General Municipal Law §874(8) requires you to file an Annual Statement with the New York State Department of Taxation and Finance (“*NYSDTF*”) on “Annual Report of Sales and Use Tax Exemptions” (Form ST-340) regarding the value of sales and use tax exemptions you and your Additional Agents have claimed pursuant to the agency we have conferred on you with respect to this Project. The penalty for failure to file such statement is the removal of your authority to act as our agent. In addition, you must provide a copy of the completed Form ST-340 to the Agency within ten (10) days of the date it is due to be filed with the NYSDTF.

The agency created by this letter is limited to the Project Facility and will expire on **July 31, 2023**; unless the Agency Lease is terminated early in accordance with its terms in which case this appointment shall terminate at that time.

This letter is provided for the sole purpose of evidencing, in part, the exemption from New York State Sales and Use Taxes **for this project only**. No other principal/agent relationship is intended or may be implied or inferred by this letter.

The Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder. By acceptance of this letter, the vendor hereby acknowledges the limitations on liability described herein.

Very truly yours,

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:


Judith DeLaney, Executive Director



Department of Taxation and Finance

IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA City of Syracuse Industrial Development Agency			IDA project number (use OSC numbering system for projects after 1998) 31022102
Street address 201 E. Washington Street, 6th Floor			Telephone number (315) 448-8127
City Syracuse	State NY	ZIP code 13202	Email address (optional)

Project operator or agent information

Name of IDA project operator or agent 101 North Salina St, LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or Social Security number 81-4986246
Street address One Webster's Landing		Telephone number (315) 471-5338	Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
City Syracuse	State NY	ZIP code 13202	Email address (optional)

Project information

Name of project 101 North Salina St, LLC - The Post Project			
Street address of project site 101-239 North Salina Street			
City Syracuse	State NY	ZIP code 13202	Email address (optional)
Purpose of project Other - commercial			

Description of goods and services intended to be exempted from New York State and local sales and use taxes Building materials, equipment, fixtures and furnishings installed in and around the Project Facility			
Date project operator or agent appointed (mmddyy) 081021	Date project operator or agent status ends (mmddyy) 073123	Mark an X in the box if this is an extension to an original project: <input checked="" type="checkbox"/>	
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: 5,443,600.00		Estimated value of New York State and local sales and use tax exemption provided: 435,488.00	

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

Print name of officer or employee signing on behalf of the IDA Judith DeLaney		Print title Executive Director	
Signature 		Date 12-15-21	Telephone number (315) 448-8127



Department of Taxation and Finance

IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA City of Syracuse Industrial Development Agency			IDA project number (use OSC numbering system for projects after 1998) 31022102
Street address 201 E. Washington Street, 6th Floor			Telephone number (315) 448-8127
City Syracuse	State NY	ZIP code 13202	Email address (optional)

Project operator or agent information

Name of IDA project operator or agent VIP Structures, Inc.		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or Social Security number 16-1269096
Street address One Webster's Landing		Telephone number ()	Primary operator or agent? Yes <input type="checkbox"/> No <input type="checkbox"/>
City Syracuse	State NY	ZIP code 13202	Email address (optional)

Project information

Name of project 101 North Salina St, LLC - The Post Project			
Street address of project site 101-239 North Salina Street			
City Syracuse	State NY	ZIP code 13202	Email address (optional)
Purpose of project Other - commercial			

Description of goods and services intended to be exempted from New York State and local sales and use taxes Building materials, equipment, fixtures and furnishings installed in and around the Project Facility			
Date project operator or agent appointed (mmddyy) 081021	Date project operator or agent status ends (mmddyy) 073123	Mark an X in the box if this is an extension to an original project: <input checked="" type="checkbox"/>	
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: 5,443,600.00		Estimated value of New York State and local sales and use tax exemption provided: 435,488.00	

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

Print name of officer or employee signing on behalf of the IDA Judith DeLaney		Print title Executive Director	
Signature 		Date 12-15-21	Telephone number (315) 448-8127



BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET • ONE LINCOLN CENTER • SUITE 1000 • SYRACUSE, NEW YORK 13202 • PH: 315.422.1500 • FX: 315.422.3549

December 20, 2021

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7019 2280 0000 9936 2534

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
101 North Salina St, LLC – The Post Project; IDA Project No. 31022102

Dear Ladies and Gentlemen:

Enclosed for filing on behalf of the City of Syracuse Industrial Development Agency, please find a form ST-60 in connection with the extensions of the appointment by the IDA of the following as its agents for sales tax purposes in connection with the IDA project identified therein:

1. 101 North Salina St, LLC
2. VIP Structures, Inc.
3. abj Fire Protection Co., Inc.
4. Apple Roofing Corp.
5. Bon Ton of Syracuse Inc.
6. Burns Brothers Contractors
7. Century Heating & Cooling
8. Draperies Etc., Inc.
9. Hoefler Communications
10. KSP Painting
11. Phoenix Electric of CNY, Inc.
12. Ron Wright Inc.
13. Syracuse Utilities
14. Lan-Co Companies, Inc.
15. NJ Jones Plumbing LLC

Please do not hesitate to contact me with any questions. Thank you.

December 20, 2021
Page 2

Very truly yours,

/s/ Susan R. Katzoff (34)
Susan R. Katzoff

SRK:llm
Enclosure

5529201_1

U.S. Postal Service™ **CERTIFIED MAIL® RECEIPT** C21472.00009 LLM
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ **7.56**

Total Postage \$

Sent To


Street and Apt.

City, State, ZIP

New York State Tax Department
 IDA Unit
 Building 8, Room 738
 W.A. Harriman Campus
 Albany, New York 12227

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> 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. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>New York State Tax Department IDA Unit Building 8, Room 738 W.A. Harriman Campus Albany, New York 12227</p>  <p>9590 9402 5128 9092 7655 36</p>	<p>D. Use delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>ALBANY, NY 12227</p> <p>DEC 22 2021</p>
<p>2. Article Number (Transfer from service label)</p> <p>7019 2280 0000 9936 2534</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>

City of Syracuse
Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

June 29, 2021

VIA E-MAIL

101 North Salina St, LLC
One Webster's Landing
Syracuse, New York 13202
Attn: David Nutting

Re: City of Syracuse Industrial Development Agency
101 North Salina St, LLC - The Post Project

Dear Mr. Nutting:

As you know, 101 North Salina St, LLC (the "**Company**") submitted an application to the City of Syracuse Industrial Development Agency (the "**Agency**") on or about May 7, 2021 (the "**Application**"), requesting the Agency consider undertaking a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "**Building**") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "**Land**"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "**Facility**"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the

sublease of the Project Facility back to the Company pursuant to a sublease agreement.

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

To that end, attached hereto at **Exhibit "A"**, please find a PILOT benefit schedule reflecting the estimated real property tax benefits related to the Project, including an estimated savings valuation totaling \$1,971,466.06 to be realized by the Company over the fifteen (15) year term of the payment in lieu of taxes ("**PILOT**") agreement requested by the Company.

In addition, it has been estimated and confirmed by the Company within its Application for Financial Assistance that: (i) the purchase of goods and services relating to the Project, and subject to New York State and local sales and use taxes, are estimated to cost an amount up to \$5,443,600 and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed \$435,488; and (ii) the mortgage recording tax exemption approved by the Agency shall be approximately \$112,500 based upon the Company's application.

Before the Agency can confer the Financial Assistance, the Agency needs to receive back the signature of the Company on the affirmation below.

To that end, please review the foregoing and the enclosed PILOT Benefit Schedule. Unless you have any questions, please execute the verification below and have it notarized where indicated and return same to my attention such that it is received on or before **June 30, 2021**.

Please feel free to contact me with any questions.

Very truly yours,

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:

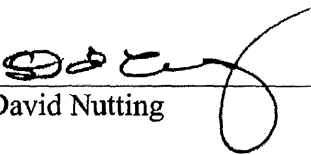

Judith DeLaney, Executive Director

Enclosure

VERIFICATION


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

DAVID NUTTING, deposes and says that: (i) he is the Managing Manager of 101 North Salina St, LLC; (ii) he has the authority to bind the Company; (iii) he has read the foregoing letter outlining the Financial Assistance approved for the Project, including but not limited to the attached PILOT Benefit Schedule, knows the contents thereof, and acknowledges same and knows that the same is true, accurate and complete, as subscribed and affirmed under the penalties of perjury.



David Nutting

Sworn to before me this
29th day of June, 2021.



Notary Public

SARAH THOMPSON
Notary Public, State of New York
Reg. No. 01TH6411347
Qualified in Onondaga County
Commission Expires 11/16/2021

EXHIBIT A

PILOT BENEFIT SCHEDULE

Comparison	
Estimated 15 year Taxes w/o PILOT benefit	\$5,129,133.70
Estimated 15 year PILOT Payments	\$3,157,667.64
Estimated 15 year PILOT Savings	\$1,971,466.06

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

101 NORTH SALINA ST, LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of: December 1, 2021

101 North Salina St, LLC

Federal Tax ID #: 81-4986246

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this "*Agreement*") dated as of December 1, 2021 is by and among the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "*Agency*"), having an office at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 and **101 NORTH SALINA ST, LLC**, a limited liability company organized under the laws of the State of New York, authorized in the State of New York, with offices at One Webster's Landing, Syracuse, New York 13202 (hereinafter referred to as the "*Company*").

WITNESSETH:

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

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

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

WHEREAS, by resolution adopted on June 15, 2021 (the "*Resolution*"), the Agency, resolved to undertake the "*Project*" consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "*Building*") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "*Land*"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external

façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the “**Facility**”); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency will lease the Land and Facility from the Company pursuant to that certain Company Lease Agreement dated as of December 1, 2021 (the “**Company Lease Agreement**”), between the Company and the Agency, obtain an interest in the Equipment pursuant to a bill of sale dated as of December 1, 2021 from the Company (the “**Bill of Sale**”), and sublease the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of December 1, 2021 (the “**Agency Lease Agreement**”), between the Agency and the Company (the Company Lease Agreement, the Bill of Sale and the Agency Lease Agreement are hereinafter collectively referred to as the “**Lease Agreements**”); and

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

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

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.00 Recitals.

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

Section 1.01. Representations and Warranties by Agency

The Agency does hereby represent and warrant as follows:

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

(b) Intentions. The Agency intends to acquire a leasehold interest in the Project Facility

from the Company and to sublease the Project Facility back to the Company, all pursuant to the provisions of the Lease Agreements.

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

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

Section 1.02. Representations and Warranties by Company

The Company does hereby represent and warrant as follows:

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

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

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

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

ARTICLE II

COVENANTS AND AGREEMENTS

Section 2.01. Tax-Exempt Status of the Project Facility

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

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

Section 2.02. Payments in Lieu of Taxes

(a) Agreement to Make Payments. The Company agrees that it shall make periodic payments in lieu of real property taxes in the amounts hereinafter provided. The said payments due to the Agency hereunder shall be paid by the Company, to the Municipality, on behalf of the Agency, by check made payable to "*Commissioner of Finance*". The Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. Upon receipt of the Company's payment, the Municipality, on behalf of the Agency, will disburse the pro rata portion of each payment to the County of Onondaga and the Municipality, or such other taxing jurisdiction, pursuant to the Act in proportion to the amount of real property tax and other taxes which would have been received by each affected taxing jurisdiction had the Project not been tax exempt due to the involvement of the Agency in the Project. The obligation to make the year 1 payment under **Exhibit "A"** shall commence on July 1, 2022. Notwithstanding the appearance of the Agency's

exemption on the Municipality's tax roll for some or all of the 2021/2022 City and School portion of the real property tax due on the Land and Facility, the pro rata portion of the year 1 payment due for the City and School under **Exhibit "A"** shall be applied to amounts due for the 2022/2023 City and School tax year. The portion of the year 1 payment due for the County and Water District under **Exhibit "A"** shall be made, and remitted, at the same time as the year 1 payment for the City and School portion but shall be applied to amounts due to the County and Water District for the January 1, 2023 County tax year. Without regard to the Agency exemption, or any payments due hereunder, the Company shall continue paying real property tax through June 30, 2022 with respect to the City and School portion of the real property tax and through December 31, 2022 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 on behalf of the Agency with respect to such Additional Property. Such Additional Payments shall be computed as follows:

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

(d) Revaluation. In the event of a real property assessment revaluation by the Municipality, the Company shall continue to make its payments in accordance with this Agreement; however, in the event that **Exhibit "A"** is no longer in effect, but payments are still being made hereunder for any reason, (including, but not limited to, the Agency still having an interest in the

Project Facility), and would be effected by revaluation, each year's payments subsequent to such revaluation shall be adjusted to properly reflect revaluation, it being the intent of the parties that the level of payments following revaluation shall be equal to those payments contemplated by this Agreement.

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

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

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

Section 2.03. PILOT Statements

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

Section 2.04. Obligations of Agency

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

Section 2.05. Company to Furnish Information

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

Section 2.06. Interest

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

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

ARTICLE III
LIMITED OBLIGATION OF THE AGENCY

Section 3.01. No Recourse; Limited Obligation of the Agency

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

(b) Limited Obligation. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or the Municipality, and

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

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

ARTICLE IV **EVENTS OF DEFAULT**

Section 4.01. Events of Default

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

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

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

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

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

(f) The Company violates any federal, state or local environmental law or allows or causes any Hazardous Materials (as Hazardous Materials is defined and described in any federal, state or local law) to be released at, on, to, into or from the Project Facility, except as permitted by the Lease Agreements or within the terms and conditions of a permit, certificate, license or other written approval of an authorized governmental body, and fails to remedy such violation within

thirty (30) days; or if such failure cannot be cured within thirty (30) days, fails to commence a cure within thirty (30) days and thereafter diligently prosecute the cure thereof.

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

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

Section 4.02. Remedies on Company Default

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

The payment schedule contained in Exhibit "A" is for the benefit of the Company and its Project Facility. In the event that the Company defaults hereunder, and the Lease Agreements cannot be terminated, and/or the Agency's participation in the Project and this 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 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 Agreements, for any reason, are extended by their terms, or for

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

Section 4.04. Payment of Attorney's Fees and Expenses

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

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

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 Agency Lease Agreement terminates; (ii) on any earlier date permitted under the Agency Lease Agreement; or (iii) upon the expiration on **June 30, 2037**, of the PILOT Schedule set forth in **Exhibit "A"** hereto. In the event of a termination of the Agency's interest in the Project Facility, the Company's payments due hereunder shall be pro-rated to the extent necessary to allow the Municipality to issue a supplemental PILOT Statement based upon the Agency's transfer of ownership or control of the Project Facility to the Company, and the loss of the Agency's tax exemption on the said Project Facility.

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

Section 5.02. Company Acts

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

Section 5.03. Amendment of Agreement

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

Section 5.04. Notices

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

- (a) To the Agency:
City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202
Attention: Chair

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

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

- (b) To the Company:
101 North Salina St, LLC
One Webster's Landing
Syracuse, New York 13202
Attn: David Nutting, Manager

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

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

Section 5.05. Binding Effect

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

Section 5.06. Severability

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

Section 5.07. Counterparts; Electronic Signatures

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

Section 5.08. Applicable Law

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

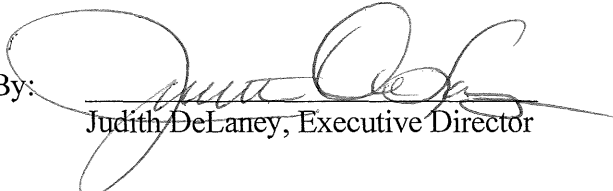
Section 5.09. Assignment

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

IN WITNESS WHEREOF, the Agency and Company have caused this 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

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

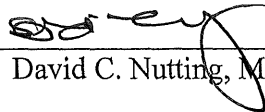
By:  _____
David C. Nutting, Member

EXHIBIT "A"
PILOT SCHEDULE

Total Annual Payment

<i>Year</i>	<i>Amount</i>
1	\$149,874.92
2	\$152,872.42
3	\$155,929.87
4	\$159,048.46
5	\$162,229.43
6	\$165,474.02
7	\$168,783.50
8	\$172,159.17
9	\$175,602.36
10	\$179,114.40
11	\$218,466.78
12	\$259,321.61
13	\$301,723.24
14	\$345,717.21
15	\$391,350.25
Total	\$3,157,667.64

EXHIBIT "B"

LEGAL DESCRIPTION

101-239 North Salina Street

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

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

214 North Salina Street

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

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

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

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

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

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

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

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



NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

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 101 North Salina St, LLC
Street One Webster's Landing
City Syracuse, NY 13202
Telephone no. Day (315) 471-5338
Evening () N/A
Contact David C. Nutting
Title Member

RECEIVED

DEC 27 2021

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no./roll year)
104.-08-01.0/2021
b. Street address 101-239 North Salina Street
c. City, Town or Village Syracuse

d. School District Syracuse
e. County Onondaga
f. Current assessment \$3,350,000
g. Deed to IDA (date recorded; liber and page)
N/A lease/leaseback agreement -
see Schedule A

DEPT. OF ASSESSMENT

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) commercial/mixed use
b. Type of construction steel/wood
c. Square footage 655.29 x 274.57
d. Total cost \$19,115,532
e. Date construction commenced 2021
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
June 30, 2037

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment See attached PILOT Agreement

b. Projected expiration date of agreement June 30, 2037

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 _____	<input type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name 101 North Salina St, LLC
 Title _____
 Address One Webster's Landing
Syracuse NY 13202

e. Is the IDA the owner of the property? Yes No (check one)
 If "No" identify owner and explain IDA rights or interest in an attached statement. See Schedule A
 Telephone (315)471-5338

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption _____ assessment roll year _____

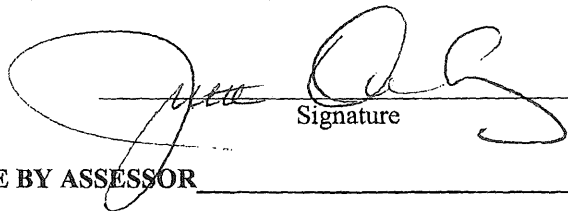
7. A copy of this application, including all attachments, has been mailed or delivered on 12-23-21 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Judith DeLaney, Executive Director of
 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.

12-15-21
 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

SCHEDULE "A"

Response to Item 3.g *Deed to IDA*: Memorandum of Company Lease and Memorandum of Agency Lease, both dated as of December 1, 2021, were each recorded in the office of the Clerk of Onondaga County on December 22, 2021 as Instrument No. 2021-00061832 and Instrument No. 2021-00061833, 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 December 1, 2021, memorandums of which were filed as set forth above.



BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

December 23, 2021

VIA EMAIL AND OVERNIGHT DELIVERY

Matthew Oja, Commissioner of Assessment
City of Syracuse, Department of Assessment
Room 130, City Hall
233 East Washington Street
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
101 North Salina St, LLC – The Post Project

Dear Mr. Oja:

Enclosed herewith please find an original form RP-412-a with attachments attendant with the above-referenced Project to be filed with your office.

We previously sent you, via email, fully executed copies of the RP-412-a, the Payment In Lieu of Tax Agreement, the Company Lease Agreement and the Agency Lease Agreement regarding this Project.

We have enclosed an extra copy of the RP-412-a and ask that you return same, filed-stamped, in the enclosed envelope provided.

If you have any questions regarding the foregoing, or require anything additional from us, please do not hesitate to contact me.

Very truly yours,

/s/ Susan R. Katzoff

SRK/llm
Enclosures

cc: ***Via Electronic Mail without Enclosures:***
Judith DeLaney, Executive Director, City of Syracuse Industrial Development Agency
Hon. Benjamin Walsh
Hon. Ryan McMahan
Paul Reichel, Esq.

City of Syracuse
Industrial Development Agency
City Hall Commons
201 East Washington Street, 6th Floor
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

June 15, 2021

Honorable Benjamin Walsh
Mayor, City of Syracuse
City Hall, 233 East Washington Street
Syracuse, New York 13202

Honorable J. Ryan McMahon, II
County Executive, Onondaga County
John Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
101 North Salina St, LLC - The Post Project

Dear Mayor and County Executive:

The City of Syracuse Industrial Development Agency (the "**Agency**") provides this notice pursuant to Section 859-a(5)(d) of the General Municipal Law of the State of New York.

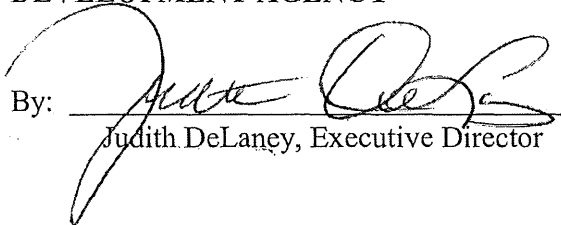
The Agency is undertaking a project (the "**Project**") on behalf of 101 North Salina St, LLC (the "**Company**") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "**Building**") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "**Land**"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "**Facility**"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land

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

The Company, which shares principals with VIP Structures Inc. ("**VIP**"), one of the proposed tenants in the Project, advised that it is reasonably necessary to relocate VIP from their current offices at One Webster's Landing in the City in order to preserve the competitive position of VIP in its respective industry as its current location presents space constraints relative to growth and configuration issues that hinder communication. The current space contains approximately 23,000 sq.ft of usable office space spread over 5 floors. VIP currently employs a total of 128 people and is growing. The existing building cannot accommodate more staff, and the building cannot be expanded. Moreover, a key principle of VIP's business model is the integration of its business units; namely, architecture, engineering, construction and development providing the delivery of an integrated "design - build" approach to projects. According to the Company, this is VIP's most important defining feature, the feature that distinguishes it from its competitors in the region. Optimal interdisciplinary staff integration is currently impeded with the location of staff on five different floors. With its move to the Project Facility, staff from all of VIP's business units will be located on one floor, facilitating the collaboration and integration that distinguishes VIP from its competitors and will provide the needed room for growth.

Very truly yours,

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

**GENERAL CERTIFICATE OF THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**

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

Capitalized terms used herein which are not otherwise defined herein and which are defined in the Agency Lease Agreement dated as of December 1, 2021 (the “*Agency Lease*”), between the Agency and the Company, and shall have the meanings ascribed to such terms in the Agency Lease except that, for purposes of this certificate: (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date; and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

I, the undersigned Executive Director of the Agency, Do Hereby Certify:

1. I am an officer of the Agency and am duly authorized to execute and deliver this certificate in the name of the Agency.

2. The Agency is an industrial development agency duly established under Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended (the "**Enabling Act**") and Chapter 641 of the Laws of 1979 of the State (said Chapter with the Enabling Act, the "**Act**") (a certified copy of Chapter 641 of the Laws of 1979 of the State is attached hereto as **Exhibit "A"**), and it is a corporate governmental agency constituting a public benefit corporation of the State.

3. The Act empowers the Agency, among other things, to acquire, construct reconstruct, lease, improve, maintain, equip, sell and dispose of land and any building or other improvement, and all real and personal property, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the City of Syracuse and the State and to improve their standard of living. The Act further authorizes the Agency to lease any and all of its facilities on such terms and conditions as it deems advisable, to acquire, construct, lease, improve, and equip one or more projects as defined in the Act, to mortgage any or all of its facilities and to pledge the revenues and receipts from the sale or transfer of its facilities.

4. The Agency has full legal power and authority to own its property, conduct its business and execute, deliver, and perform its obligations under the Agency Documents and has taken all actions and obtained all approvals required in connection therewith by the Act and any other applicable laws and regulations, and no legislation has been enacted affecting the powers or authority of the Agency to execute and deliver the Agency Documents, affecting the financing of the Project, or affecting the validity thereof or of the Agency Documents, or contesting the existence and powers of the Agency or the appointment of the members and officers of the Agency to their respective offices.

5. Pursuant to the Act, the governing body of the City of Syracuse, New York, for whose benefit the Agency was established, duly filed or caused to be filed within six (6) months after the effective date of Chapter 641 of the Laws of 1979 of the State in the office of the Secretary of State of the State the Certificate of Establishment of the Agency pursuant to Section 926 of the New York General Municipal Law. The Certificate of Establishment of the Agency described in the preceding sentence also named the members and officers of the Agency as appointed by the Mayor of the City of Syracuse. Attached hereto as **Exhibit "B"** are certified copies of said Certificates of Establishment and copies of the Certificates of Appointment relating to all of the current members of the Agency, who are:

Kathleen Murphy, Chair
Steven Thompson, Vice Chair
Rickey T. Brown, Secretary
Kenneth Kinsey, Treasurer
Dirk Sonneborn, Member

6. Attached hereto as **Exhibit “C”** is a true, correct and complete copy of the by-laws of the Agency, together with all amendments thereto or modifications thereof; and said by-laws as so amended and modified are in full force and effect in accordance with their terms as of the date of this certificate.

7. That a resolution determining that the acquisition, reconstruction, renovation, equipping and completion of the Project constitutes a Project and describing the financial assistance in connection therewith and authorizing a public hearing (the “**Public Hearing Resolution**”) was adopted by the Agency on May 18, 2021 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Public Hearing Resolution is attached hereto at **Exhibit “D.”**

8. Attached hereto as **Exhibit “E”** is proof of publication of a notice of the public hearing with respect to the Project (the “**Public Hearing Notice**”), required pursuant to Section 859-a of the Act and held on June 15, 2021, and notice thereof, pursuant to Section 859-a of the Act, was given to the chief executive officers of the affected tax jurisdictions (as defined in Section 854(16) of the Act) on June 1, 2021.

9. That a resolution determining that the undertaking of a certain project at the request of the Company will not have a significant effect on the environment (the “**SEQRA Resolution**”) was adopted by the Agency on June 15, 2021 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the SEQRA Resolution is attached hereto at **Exhibit “F.”**

10. That a resolution approving the undertaking of the acquisition, reconstruction, renovation, equipping and completion of a commercial project, appointing the Company as agent of the Agency for the purpose of the acquisition, reconstruction, renovation, equipping and completion of the Project, and authorizing the execution and delivery of an agreement between the Agency and the Company (the “**Inducement Resolution**”) was adopted by the Agency on June 15, 2021 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Inducement Resolution is attached hereto at **Exhibit “G.”**

11. That a resolution approving a payment in lieu of tax schedule and authorizing the execution and delivery of certain documents by the Agency in connection with the Project was adopted by the Agency on June 15, 2021 (the “**PILOT Resolution**”). A copy of the PILOT Resolution is attached hereto to **Exhibit “H”**.

12. That a resolution authorizing the execution and delivery of certain documents by the Agency in connection with the Project was adopted by the Agency on June 15, 2021 (the “**Final Approving Resolution**”) and remains in full force and effect and has not been rescinded,

repealed or modified. A copy of the Final Approving Resolution is attached hereto at **Exhibit “I”**.

13. That a resolution approving the temporary appointment of the Company as agent of the Agency with respect to the project and execution and delivery of certain documents in connection therewith was adopted by the Agency on July 20, 2021 (the “**Temporary Appointment Resolution**”) and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Temporary Appointment Resolution is attached hereto at **Exhibit “J”**.

14. That a resolution authorizing a waiver of the Agency's Local Access Policy was adopted by the Agency on September 30, 2021 (the “**Local Access Waiver Resolution**”) and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Local Access Waiver Resolution is attached hereto at **Exhibit “K”**.

15. That a resolution approving the extension of the temporary appointment of the Company as agent of the Agency until November 20, 2021 with respect to the project and execution and delivery of certain documents in connection therewith was adopted by the Agency on September 30, 2021 (the “**Temporary Appointment Resolution**”) and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Temporary Appointment Resolution is attached hereto at **Exhibit “L”**.

16. That a resolution approving a further extension of the temporary appointment of the Company as agent of the Agency until December 31, 2021 the respect to the project and execution and delivery of certain documents in connection therewith was adopted by the Agency on November 16, 2021 (the “**Temporary Appointment Resolution**”) and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Temporary Appointment Resolution is attached hereto at **Exhibit “M”**.

17. The execution, delivery and performance of all Agency Documents, certificates and documents required to be executed, delivered and performed by the Agency in order to carry out, give effect to and consummate the transactions contemplated by the Agency Documents have been duly authorized by all necessary action of the Agency, and the Agency Documents have been duly authorized, executed and delivered. The Agency Documents are in full force and effect on and as of the date hereof, and no authority or proceeding for the execution, delivery or performance of the Agency Documents has been materially amended, repealed, revoked or rescinded; and no event or circumstance has occurred or exists which constitutes, or with the giving of notice or the passage of time would constitute, a default on the part of the Agency under the Agency Documents.

18. The execution, delivery, and performance of the Agency Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each do not and will not: (a) violate the Act or the by-laws of the Agency; (b) require consent (which has not heretofore been received) under or result in a breach or default of any credit agreement, purchase agreement, indenture, deed of trust, commitment, guaranty, lease, or other agreement or instrument to which the Agency is a party or by which the Agency may be bound or affected; or (c) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction, or

decree of any government, governmental instrumentality, or court, domestic or foreign, having jurisdiction over the Agency or any of its Property.

19. The Agency has not received written notice that any event of default has occurred and is continuing, or that any event has occurred which with the lapse of time or the giving of notice or both would constitute an event of default by any party to the Agency Documents or any other documents executed by the Company in connection with the Project.

20. There is no action, suit, proceeding or investigation at law or in equity, before or by any court, public board or body of the United States of America or the State of New York, pending or, to the best of my knowledge, threatened against or affecting the Agency (or to my knowledge any basis therefor): (a) wherein an unfavorable decision or finding would adversely affect: (i) the Inducement Resolution, the Final Approving Resolution, the Company Lease, the Agency Lease or the other Agency Documents; or (ii) the existence or organization of the Agency; or (iii) restrain or enjoin the financing, acquisition or construction of the Project or the performance by the Agency of the Agency Documents; or (b) in any manner questioning the proceedings or authority of the financing of the Project, or affecting the validity thereof or of the Agency Documents, or contesting the existence and powers of the Agency or the appointment of the directors and officers of the Agency to their respective offices.

21. December 17, 2021 has been duly designated as the date for the Closing.

22. The Agency has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date.

23. In accordance with the Act, the Agency has determined:

(a) to assist the Company's acquisition, construction, renovation, equipping and completion of the Project Facility;

(b) to grant the Financial Assistance to the Company;

(c) to designate the Company as the Agency's agent for the acquisition, construction, renovation, equipping and completion of the Project Facility and to authorize the Company to appoint additional agents;

(d) that the Project will advance the job opportunities, health, general prosperity and economic welfare of the people of the City, to improve their standard of living and promote employment opportunities by the creation of both full and part-time jobs; and

(e) to pledge its interest in the Company Lease and the Agency Lease (except the Agency's Unassigned Rights) to the Mortgagee and grant the Mortgagee a security interest in the Agency's leasehold interest in the Project Facility.

24. That I did officially cause all certificates necessary for the granting of the Financial Assistance and included in the official transcript of closing, to be executed, as required,

in the name of the Agency by the signing of each of such certificates with the signature of the Executive Director of the Agency.

25. That I did officially cause the following Agency Documents to be executed in the name of the Agency by the signing of each of such Agency Documents with the signature of the Honora Spillane, Executive Director of the Agency:

- (a) a Project Agreement between the Agency and the Company;
- (b) a Company Lease from the Company to the Agency pursuant to which the Company agrees to lease the Land and the Facility to the Agency;
- (c) an Agency Lease from the Agency to the Company pursuant to which the Agency agrees to sublease the Project Facility to the Company;
- (d) the Mortgage(s) pursuant to which the Mortgagee has been granted a security interest in the Project Facility; and
- (e) a PILOT Agreement by and between the Agency and the Company.

26. No member, officer or employee of the Agency having power to: (i) negotiate, prepare, authorize or approve any of the Agency Documents; (ii) audit bills or claims under any of the Agency Documents; or (iii) appoint an officer or employee who has any of the powers or duties set forth in (i) or (ii):

- (a) directly or indirectly owns any stock of the Company;
- (b) is a partner, director or employee of the Company;
- (c) is related to the Company within the meaning of Section 800.3(a) of the New York General Municipal Law.

No member, officer, or employee of the Agency has publicly disclosed, in a writing included as part of the official minutes of the Agency, any Interest (as defined in Section 800.3 of the New York General Municipal Law), direct or indirect, in the Company.

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WITNESS, as of the 1st day of December, 2021.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

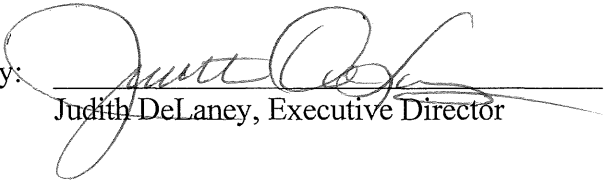
By: 
Judith DeLaney, Executive Director

EXHIBIT "A"

**CHAPTER 641 OF THE LAWS OF 1979
OF THE STATE OF NEW YORK**

LAWS OF NEW YORK, 1979

CHAPTER 641

AN ACT to amend the general municipal law, in relation to creating and establishing for the city of Syracuse industrial development agency and, providing for its functions and duties

Became a law July 11, 1979, with the approval of the Governor. Passed on Home Rule request pursuant to Article IX, section 2 (b) (2) of the Constitution, by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The general municipal law is amended by adding a new section nine hundred twenty-six to read as follows:

§ 926. *City of Syracuse industrial development agency. (a) For the benefit of the city of Syracuse and the inhabitants thereof, an industrial development agency, to be known as the CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, is hereby established for the accomplishment of any or all of the purposes specified in title one of article eighteen-A of this chapter. It shall constitute a body corporate and politic, and be perpetual in duration. It shall consist of five members who shall be appointed by the mayor of the city of Syracuse and its chairman shall be designated by such mayor. It shall have the powers and duties now or hereafter conferred by title one of article eighteen-A of this chapter upon industrial development agencies. It shall organize in a manner prescribed by and be subject to the provisions of title one of article eighteen-A of this chapter. The agency, its members, officers and employees, and its operations and activities shall in all respects be governed by the provisions of title one of article eighteen-A of this chapter.*

(b) The city shall have the power to make, or contract to make grants or loans, including but not limited to grants or loans of money, to the agency in such amounts, upon such terms and conditions and for such period or periods of time as in the judgment of the city and the agency are necessary or appropriate for the accomplishment of any of the purposes of the agency.

§ 2. This act shall take effect immediately.

EXHIBIT "B"

**AGENCY'S CERTIFICATE OF ESTABLISHMENT
AND
CERTIFICATES OF APPOINTMENT OF CURRENT MEMBERS**

CERTIFICATE OF THE CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law, Lee Alexander, Mayor of the City of Syracuse, certifies as follows:

1) The name of the industrial development agency herein is the City of Syracuse Industrial Development Agency.

2) Chapter 641 of the Laws of 1979, the special act of the New York State Legislature establishing the City of Syracuse Industrial Development Agency, was adopted by the New York State Legislature on June 16, 1979 and signed by the Governor on July 18, 1979. 11th

3) The names of the Chairman and the Members, respectively, of the City of Syracuse Industrial Development Agency and their terms of office are as follows:

(a)	Frank L. Canino	Chairman
	David M. Garber	Member
	David S. Michel	Member
	Erwin G. Schultz	Member
	Irwin L. Davis	Member

(b) The term of office of the Chairman and of the Members of the City of Syracuse Industrial Development Agency is at the pleasure of the Mayor and continues until a successor is appointed and has qualified.

4) The facts establishing the need for the creation of a City of Syracuse Industrial Development Agency are as follows:

Expansion of its industrial-commercial base is essential to the City of Syracuse, especially in a time of mounting economic pressures. To achieve this goal of expansion, the City has designed a comprehensive economic development program, requiring an Industrial Development Agency.

The existing potential for economic development will be augmented by the financial incentives of an Industrial Development Agency. Various City agencies and departments, such as the Department of Community Development and the Office of Federal and State Aid Coordination will interface with the Syracuse Industrial Development Agency to strengthen the business and industrial climate of the community.

Access to the Department of Community Development will make available to the Syracuse Industrial Development Agency an array of staff assistance, technical expertise, and various other development services. The City's Office of Federal and State Aid Coordination will provide assistance to it in locating, analyzing, and obtaining various forms of federal and state assistance and participation.

STATE OF NEW YORK
DEPARTMENT OF STATE

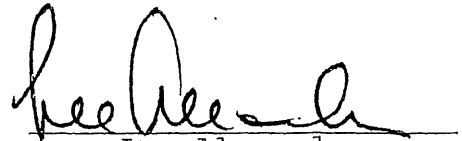
FILED JUL 20 1979

G. J. Petron...

Secretary of State

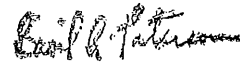
The Syracuse Industrial Development Agency, in combination with, and utilizing these and other resources, will greatly enhance the City's ability to compete for, and successfully attract, the commercial and industrial enterprises necessary for continued economic health and growth.

July 20, 1979


Lee Alexander
Mayor

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUL 20 1979


Secretary of State

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
February 25, 2020.



Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State



OFFICE OF THE MAYOR

MAYOR BEN WALSH

FILED
STATE RECORDS

FEB 04 2019

DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Ms. Kathleen Murphy - Member/Chair

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Ms. Kathleen Murphy - Member/Treasurer

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 17, 2020.

Office of the Mayor
233 E. Washington St.
201 City Hall
Syracuse, N.Y. 13202

Office 315 448 8005
Fax 315 448 8067

www.syr.gov.net

Ben Walsh
Mayor

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 10, 2018.

A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal line.

Brendan Fitzgerald
Executive Deputy Secretary of State



OFFICE OF THE MAYOR

Ben Walsh, Mayor

FILED
STATE RECORDS

JAN 29 2018

DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Mr. Steven P. Thompson

- Member/Vice Chair

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency :

Mr. Steven P. Thompson

- Member/Secretary

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 16, 2018.

Ben Walsh

Mayor, City of Syracuse

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
April 10, 2018.

A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal line.

Brendan Fitzgerald
Executive Deputy Secretary of State



FILED
STATE RECORDS

OFFICE OF THE MAYOR

JAN 29 2018

Ben Walsh, Mayor

DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as a member of the City of Syracuse Industrial Development Agency:

Mr. Rickey Brown - Member/Secretary

The following Member and Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Member or Officer of said Agency :

Ms. M. Catherine Richardson - Member/Vice-Chair

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 16, 2018.

Ben Walsh
Mayor, City of Syracuse

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 25, 2020.



Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State



OFFICE OF THE MAYOR

MAYOR BEN WALSH

FILED
STATE RECORDS

FEB 04 2019

DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Mr. Kenneth J. Kinsey

- Member/Treasurer

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Mr. Kenneth J. Kinsey

- Member

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 17, 2020.

Office of the Mayor
233 E. Washington St.
201 City Hall
Syracuse, N.Y. 13202

Office 315 448 8005
Fax 315 448 8067

www.syrgov.net

Ben Walsh

Mayor

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 25, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State



OFFICE OF THE MAYOR

MAYOR BEN WALSH

FILED
STATE RECORDS

FEB 04 2019

DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Mr. Dirk Sonneborn

- Member

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Mr. Michael Frame

- Member/Chair

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 17, 2020.

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www.syrgov.net

Ben Walsh

Mayor

EXHIBIT "C"

AGENCY'S BY-LAWS

**BY-LAWS OF
THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
(as amended August 18, 2009)**

Article I

THE AGENCY

Section 1. Name

The name of the agency shall be "City of Syracuse Industrial Development Agency", and it shall be referred to in these by-laws as the Agency.

Section 2. Seal

The seal of the Agency shall be in such form as may be determined by the members of the Agency.

Section 3. Office

The principal office of the Agency shall be located in the City of Syracuse, New York, County of Onondaga, and State of New York. The Agency may have such other offices at such other places as the members of the Agency may, from time to time, designate by resolution.

Article II

MEMBERS

Section 1. Members

(a) There shall be five members of the Agency. All references in these by-laws to members shall be references to Members of the Agency. The persons designated in the certificates of appointment filed in the office of the Secretary of State as members of the Agency and their successors in office and such other persons as may, from time to time, be appointed as

Members of the Agency by the Mayor of the City of Syracuse, or by special act of the Legislature, shall constitute all the members.

(b) Members shall hold office at the pleasure of the Mayor and shall continue to hold office until his or her successor is appointed and has qualified. The Mayor may remove any Member at his discretion, with or without cause.

(c) Upon the resignation or removal of a Member, a successor shall be selected by the Mayor.

(d) Members may resign at any time by giving written notice to the Mayor and to the Chairman of the Agency. Unless otherwise specified in the notice the resignation shall take effect upon receipt of the notice by the Chairman or the Mayor. Acceptance of the resignation shall not be necessary to make it effective.

Section 2. Meeting of the Members

(a) The Annual Meeting of the members shall be held on such date or dates as shall be fixed, from time to time, by the Members of the Agency. The first Annual Meeting of Members shall be held on a date within twelve (12) months after the filing of the Certificate of the Agency with the Secretary of State as required by General Municipal Law §856 (1) (a). Each successive Annual Meeting of Members shall be held on a date not more than twelve (12) months following the preceding Annual Meeting of Members.

(b) Regular meetings of the Agency may be held at such time and place as, from time to time, may be determined by the Members.

(c) Upon the written request of the Mayor, the Chairman or two (2) Members of the Agency, the Chairman of the Agency shall call a special meeting of the Members. Special meetings may be held on such date or dates as may be fixed in the call for such special meetings.

The call for a special meeting may be personally delivered to each Member of the Agency or may be mailed to the business or home address of such Member. A waiver of notice may be signed by any Member failing to receive a proper notice.

Section 3. Procedure at Meetings of Members

(a) The Chairman shall preside over the meetings of the Agency. In the absence of the Chairman, the Vice-Chairman shall preside. In the absence of both the Chairman and Vice-Chairman, any Member directed by the Chairman may preside.

(b) At all meetings of Members, a majority of the Members of the Agency shall constitute a quorum for the purpose of transacting business. If less than a quorum is present for any meeting, the Members then present may adjourn the meeting to such other time or until a quorum is present. Except to the extent provided for by law, all actions shall be by a majority of the votes cast, provided that the majority of the votes cast shall be at least equal to a quorum.

(c) When determined by the Agency that a matter pending before it is confidential in nature, it may, upon motion, establish an executive session and exclude any non-member from such session.

(d) Order of business

At all meetings of the Agency, the following shall be the order of business:

- (1) Roll Call;
- (2) Proof of Notice of Meeting;
- (3) Reading and approval of the minutes of the previous meeting;
- (4) bills and communications;
- (5) Report of the Treasurer;
- (6) Reports of Committees;

- (7) Unfinished business;
- (8) New business;
- (9) Adjournment.

The order of business may be altered or suspended at any meeting by the Members of the Agency.

(e) All resolutions shall be in writing and shall be recorded in the journal of the proceedings of the Agency.

Article III

OFFICERS AND PERSONNEL

Section 1. Officers

The officers of the Agency shall be Chairman or Co-Chairman, Vice-Chairman, Secretary and Treasurer and such other offices as may be prescribed, from time to time, by the Agency. The Chairman or Co-Chairman and other officers shall be appointed by the Mayor of the City of Syracuse and may be removed with or without cause at his discretion. Each officer shall be a Member of the Agency during his or her term of office.

Section 2. Chairman or Co-Chairmen

The Chairman shall be chief executive officer of the Agency, and shall serve as an ex officio member of all duly constituted committees, shall supervise the general management and the affairs of the Agency, and shall carry out the orders and resolutions of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman shall execute (manually and by facsimile signature) all agreements, contracts, deeds, bonds, notes or other evidence of indebtedness and any other instruments of the Agency on behalf of the Agency. The Mayor may from time to time appoint two Co-Chairmen in place of the Chairman. During their term of office the Co-

Chairmen shall share equally the duties, rights, powers and responsibilities of the Chairman. The action of either Co-Chairman or execution (manually or by facsimile signature) by either Co-Chairman of any agreement, contract, deed, bond, note or other evidence of indebtedness or any other instrument of the Agency on behalf of the Agency shall have the same force and effect as such action or execution by the Chairman.

Section 3. Vice-Chairman

The Vice-Chairman shall have all the powers and functions of the Chairman or Co-Chairmen in the absence or disability of the Chairman or Co-Chairmen, as the case may be. The Vice-Chairman shall perform such other duties as the Members of the Agency shall prescribe or as delegated by the Chairman or Co-Chairmen.

Section 4. Secretary

The Secretary shall keep the minutes of the Agency, shall have the custody of the seal of the Agency and shall affix and attest the same to documents when duly authorized by the Agency, shall attest to the giving or serving of all notices of the Agency, shall have charge of such books and papers as the Members of the Agency may order, shall attest to such correspondence as may be assigned, and shall perform all the duties incidental to his office.

Section 5. Treasurer

The Treasurer shall have the care and custody of all the funds and securities of the Agency, shall deposit such funds in the name of the Agency, in such bank or trust company as the members of the Agency may elect, shall sign such instrument as may require the Treasurer's signature, but only with the approval of the Chairman or Co-Chairman, as the case may be, shall at all reasonable times exhibit the books and accounts of the Agency to the Mayor or any Member of

the Agency, and at the end of each fiscal year shall present an annual report setting forth in full the financial condition of the Agency.

Section 6. Additional Personnel

The Agency, with the consent of the Mayor, may appoint an Administrative or Executive Director to supervise the administration of the business and affairs of the Agency, subject to the direction of the Agency. The Agency may, from time to time, employ such other personnel as it deems necessary to execute its powers, duties and functions as prescribed by the New York State Industrial Development Agency Act (General Municipal Law, Article 18-A), as amended, and all other laws of the State of New York applicable thereto.

Section 7. Compensation of Chairman, Co-Chairmen, Members, Officers, and Other Personnel

The Chairman, Co-Chairmen, Members and Officers shall receive no compensation for their services but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of their duties. The compensation of other personnel, including the Administrative Director, shall be determined by the Members of the Agency.

Article IV

AMENDMENTS

Section 1. Amendments to By-Laws

These by-laws may be amended or revised, from time to time, by a two-third (2/3) vote of the Agency, but no such amendment or revision shall be adopted unless written notice of the proposed action shall have been given by mail to each Member and the Mayor at least ten (10) days prior to the date of the meeting at which it is proposed that such action be taken; provided, however,

that this provision and other provisions relating to the appointment, renewal and terms of office of Members and officers may be amended only with the prior written approval of the Mayor.

Article V

MISCELLANEOUS

Section 1. Sureties and Bonds

In case the Agency shall so require, any officer, employee or agent of the Agency shall execute to the Agency a bond in such sum and with such surety or sureties as the Agency may direct, conditioned upon the faithful performance of his or her duties to the Agency and including responsibility for negligence and for the accounting for all property, funds or securities of the Agency which may come into the hands of the officer, employee or agent.

Section 2. Indemnification

(a) Upon compliance by a Member or Officer of the Agency (including a former Member or Officer, the estate of a Member or Officer or a judicially appointed personal representative thereof) (referred to in this Section 2 collectively as "Member") with the provisions of subdivision (i) of this Section 2, the Agency shall provide for the defense of the Member in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the Member was acting within the scope of the public employment or duties of such Member. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or at the behest of the Agency.

(b) Subject to the conditions set forth in paragraph (a) of this subdivision, the Member shall be entitled to be represented by private counsel of the Member's choice in any civil action or proceeding whenever the chief legal officer of the Agency or other counsel designated by the

Agency determines that a conflict of interest exists, or whenever a court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the Member is entitled to be represented by counsel of the Member's choice, provided, however, that the chief legal officer or other counsel designated by the Agency may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such Members be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the Agency to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of a majority of the Members of the Agency eligible to vote thereon.

(c) Any dispute with respect to representation of multiple Members by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the court upon motion or by way of a special proceeding.

(d) Where the Member delivers process and a written request for a defense to the Agency under subdivision (i) of this Section 2, the Agency shall take the necessary steps on behalf of the Member to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

(e) The Agency shall indemnify and save harmless its Members in the amount of any judgment obtained against such Members in a State or Federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the Member was acting within the scope of the Member's public employment or duties; provided further that in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by a majority of the Members of the Agency eligible to vote thereon.

(f) Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this Section 2 shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the Member seeking indemnification.

(g) Nothing in this subdivision shall authorize the Agency to indemnify or save harmless any Member with respect to punitive or exemplary damages, fines or penalties; provided, however, that the Agency shall indemnify and save harmless its Members in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that the Member, acting within the scope of the Member's public employment or duties, has, without willfulness or intent on the Member's part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of the State or of the United States.

(h) Upon entry of a final judgment against the Member, or upon the settlement of the claim, the Member shall serve a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the Chairman and the chief administrative officer of the Agency; and if not inconsistent with the provisions of this Section 2, the amount of such judgment or settlement shall be paid by the Agency.

(i) The duty to defend or indemnify and save harmless prescribed by this Section 2 shall be conditioned upon: (i) delivery by the Member to the Chairman of the Agency and the chief legal officer of the Agency or to its chief administrative officer of a written request to provide for such Member's defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten (10) days after the Member is served with such document, and (ii) the full cooperation of the Member in the defense of such action or

proceeding and in defense of any action or proceeding against the Agency based upon the same act or omission, and in the prosecution of any appeal.

(j) The benefits of this Section shall inure only to Members as defined in subdivision (a) of this Section 2 and shall not enlarge or diminish the rights of any other party.

(k) This Section 2 shall not in any way affect the obligation of any claimant to give notice to the Agency under Section 10 of the Court of Claims Act, Section 880 of the General Municipal Law, or any other provision of law.

(l) The Agency is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of the State, or authorized by law to transact business in the State, against any liability imposed by the provisions of this Section 2, or to act as a self-insurer with respect thereto. The provisions of this Section 2 shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

(m) All payments made under the terms of this Section 2, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

(n) Except as otherwise specifically provided in this Section 2, the provisions of this Section 2 shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any Member of the Agency by, in accordance with, or by reason of, any other provision of State or Federal statutory or common law. The benefits under this Section 2 shall supplement, and be available in addition to, defense or indemnification protection conferred by any law or enactment. This Section 2 is intended to confer upon Members of the Agency all of the benefits of Section 18 of the Public Officers Law

and to impose upon the Agency liability for costs incurred under the provisions hereof and thereof.

Section 3. Fiscal Year

The fiscal year of the Agency shall be fixed by the Members, subject to the applicable law.

Section 4. Powers of the Agency

The Agency shall have all the powers of an Industrial Development Agency authorized by Article 18-A of the General Municipal Law and shall have the power to do all things necessary or convenient to carry out its purposes and exercise the powers authorized herein.

EXHIBIT "D"

PUBLIC HEARING RESOLUTION

RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "*Agency*") held a meeting on the 18th day of May, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=mf85888b2abcf240ee7b1b8bad91ce0fe>; (or by accessing the link on the Agency's website) and using meeting number 173 172 3216 and password GxbPQTzv867; or via telephone at (408) 418-9388 with access code: 173 172 3216, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson, Kenneth Kinsey, Rickey T. Brown and Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Staff Present: Judith DeLaney, Susan Katzoff, Esq., John Vavonese, Lori McRobbie Others Present: Christopher Bianchi, David Pida, Scott Dumas, Charles Wallace, Gail Cawley, Sarah Stevens, Christine Stevens, Ryan Benz, Rick Moriarty

The following resolution was offered by Kenneth Kinsey and seconded by Dirk Sonneborn:

RESOLUTION DETERMINING THAT THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY AT THE REQUEST OF THE COMPANY CONSTITUTES A PROJECT; DESCRIBING THE FINANCIAL ASSISTANCE IN CONNECTION THEREWITH; AND AUTHORIZING A PUBLIC HEARING

WHEREAS, the City of Syracuse Industrial Development Agency (the "*Agency*") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "*State*"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "*Act*"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant “financial assistance” (as defined in the Act) in connection with the acquisition, reconstruction and equipping of one or more “projects” (as defined in the Act); and

WHEREAS, by application dated on or about May 7, 2021 (the “*Application*”), 101 North Salina St, LLC, or an entity to be formed (the “*Company*”), requested the Agency undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the “*Building*”) located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the “*Land*”); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23, 000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the “*Facility*”); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), the Agency is required to make a determination with respect to the environmental impact of any “action” (as said quoted term is defined in SEQRA) to be taken by the Agency and the approval of the Project constitutes such an action; and

WHEREAS, the Agency has not yet made a determination under SEQRA; and

WHEREAS, the Agency has not approved undertaking the Project or granting the Financial Assistance; and

WHEREAS, the grant of Financial Assistance to the Project is subject to, among other things, the Agency finding after a public hearing pursuant to Section 859-a of the Act that the Project will serve the public purposes of the Act by promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of

the people of the State or increasing the overall number of permanent, private sector jobs in the State.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency makes the following findings and determinations:

(A) The Project is located in a “Highly Distressed Area” as defined in Section 854(18) of the Act; and

(B) The Financial Assistance contemplated with respect to the Project consists of assistance in the form of exemptions from real property taxes, State and local sales and use taxation and mortgage recording tax.

(2) The Agency hereby directs that pursuant to Section 859-a of the Act, a public hearing with respect to the Project and Financial Assistance shall be scheduled with notice thereof published, and such notice, as applicable, shall further be sent to affected tax jurisdictions within which the Project is located.

(3) The Secretary or the Executive Director of the Agency is hereby authorized to and may distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(4) A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “Agency”) held on May 18, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time (“EO 202.1”), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 6/2/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "E"

**NOTICE OF PUBLIC HEARING WITH EVIDENCE OF PUBLICATION AND COPIES
OF LETTERS TO AFFECTED TAX JURISDICTIONS PURSUANT TO SECTIONS
859-a OF THE ACT**

NOTICE OF PUBLIC HEARING

As a result of the public health emergency created by COVID-19, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as further extended by subsequent orders, suspending the Open Meetings Law, **NOTICE IS HEREBY GIVEN** that a public hearing, in accordance with the foregoing and pursuant to Section 859-a of the New York General Municipal Law, will be held electronically via Webex by the City of Syracuse Industrial Development Agency (the "Agency") on the 15th day of June, 2021, at 8:00 a.m., local time, in conjunction with the matter set forth below. **NO PUBLIC APPEARANCES WILL BE PERMITTED.** Members of the public may listen to the Public Hearing and provide comment by either logging into the Webex meeting at: <https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4>; or by accessing the link on the Agency's website, using meeting number 173 245 5085 and password DNehTqMm478 *or* via telephone at (408) 418-9388, access code: 173 245 5085.

Comments may also be submitted to the Agency in writing delivered to City of Syracuse Industrial Development Agency, 201 E. Washington Street, 6th Floor, Syracuse, N.Y. 13202 Attn: Judith DeLaney **TO BE RECEIVED BY NO LATER THAN JUNE 10, 2021.** The Public may also submit comments electronically to business@syrgov.net to be **received on or before June 10, 2021.** **Any written comments so received will be read into the record of the public hearing.** Minutes of the Public Hearing will be transcribed and posted on the Agency's website.

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

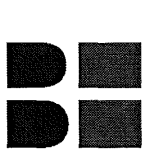
The Company shall be the initial owner or operator of the Project Facility.

The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project.

A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, are available for public inspection during the business hours at the office of the Agency located at 201 East Washington Street, 6th Floor, Syracuse, New York.

Dated: June 1, 2021

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY



BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

June 1, 2021

VIA EMAIL¹

bwalsh@syrgov.net

Honorable Benjamin Walsh
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

VIA EMAIL¹

RyanMcMahon@ongov.net

Honorable J. Ryan McMahon, II
County Executive, Onondaga County
John Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency (the “*Agency*”)
101 North Salina St, LLC – The Post Project

Dear Mayor and County Executive:

Enclosed please find a Notice of Public Hearing in relation to the above-referenced project requested by 101 North Salina St, LLC, or an entity to be formed (collectively, the “*Company*”). The proposed project (the “*Project*”) consists of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the “*Building*”) located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the “*Land*”); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4)

¹ During the declared public emergency at both the State and local level caused by the COVID-19 virus, we have opted to email this notice for the safety of our staff and the general public. Once we have resumed normal working conditions, we will return to our prior method of mailing such notices.



Honorable Benjamin Walsh
Honorable J. Ryan McMahan, II
June 1, 2021
Page 2

site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the “*Facility*”); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

General Municipal Law Section 859-a requires that notice of the Public Hearing be given to the chief executive officer of each affected tax jurisdiction in which the Project is located.

As stated in the notice, the public hearing is scheduled for **June 15, 2021 at 8:00 a.m.** in the manner outlined in the enclosed Public Hearing Notice.

Very truly yours,

/s/ Susan R. Katzoff

SRK/Ilm
Enclosure

cc: Judy DeLaney, City of Syracuse Industrial Development Agency, via email
(w/Enclosure)

NOTICE OF PUBLIC HEARING

As a result of the public health emergency created by COVID-19, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as further extended by subsequent orders, suspending the Open Meetings Law, **NOTICE IS HEREBY GIVEN** that a public hearing, in accordance with the foregoing and pursuant to Section 859-a of the New York General Municipal Law, will be held electronically via Webex by the City of Syracuse Industrial Development Agency (the "Agency") on the 15th day of June, 2021, at 8:00 a.m., local time, in conjunction with the matter set forth below. **NO PUBLIC APPEARANCES WILL BE PERMITTED.** Members of the public may listen to the Public Hearing and provide comment by either logging into the Webex meeting at: <https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4>; or by accessing the link on the Agency's website, using meeting number 173 245 5085 and password DNehTqMm478 *or* via telephone at (408) 418-9388, access code: 173 245 5085.

Comments may also be submitted to the Agency in writing delivered to City of Syracuse Industrial Development Agency, 201 E. Washington Street, 6th Floor, Syracuse, N.Y. 13202 Attn: Judith DeLaney **TO BE RECEIVED BY NO LATER THAN JUNE 10, 2021.** The Public may also submit comments electronically to business@syrgov.net to be **received on or before June 10, 2021.** **Any written comments so received will be read into the record of the public hearing.** Minutes of the Public Hearing will be transcribed and posted on the Agency's website.

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

The Company shall be the initial owner or operator of the Project Facility.

The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project.

A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, are available for public inspection during the business hours at the office of the Agency located at 201 East Washington Street, 6th Floor, Syracuse, New York.

Dated: June 1, 2021

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

THE POST-STANDARD

LEGAL AFFIDAVIT

INV#: 0009997395

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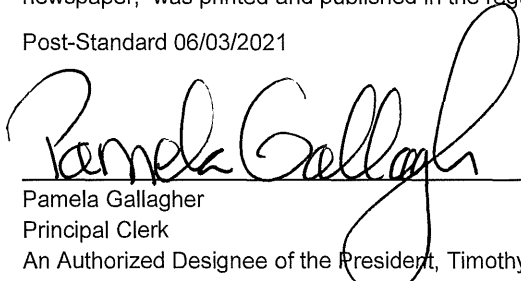
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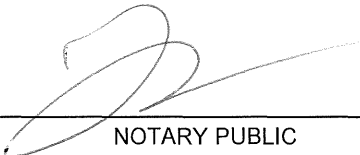
Date	Position	Description	P.O. Number	Ad Size
06/03/2021	Other Legals NY	NOTICE OF PUBLIC HEARING As a result of the public health	C2147L.00009	1 x 204.00 CL

State of New York, County of Onondaga ss. Pamela Gallagher, of the City of Syracuse, in said County, being duly sworn, doth depose and says: this person is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, is an accurate and true copy of the ad as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

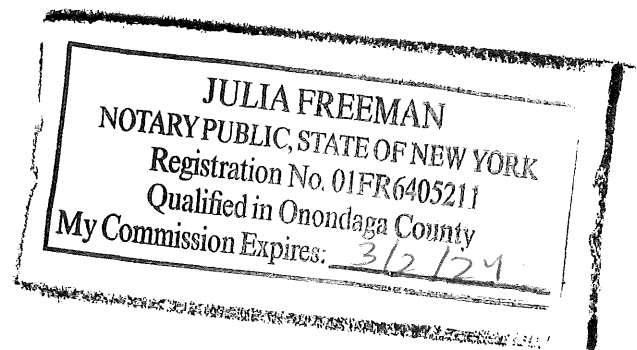
Post-Standard 06/03/2021



Pamela Gallagher
Principal Clerk
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 3rd day of June 2021



NOTARY PUBLIC



FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

Date	Position	Description	P.O. Number	Ad Size
06/03/2021	Other Legals NY	NOTICE OF PUBLIC HEARING As a result of the public health emergency	C2147L.00009	1 x 204.00 CL

NOTICE OF PUBLIC HEARING As a result of the public health emergency created by COVID-19, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as further extended by subsequent orders, suspending the Open Meetings Law, NOTICE IS HEREBY GIVEN that a public hearing, in accordance with the foregoing and pursuant to Section 859-a of the New York General Municipal Law, will be held electronically via Webex by the City of Syracuse Industrial Development Agency (the "Agency") on the 15th day of June, 2021, at 8:00 a.m., local time, in conjunction with the matter set forth below. NO PUBLIC APPEARANCES WILL BE PERMITTED. Members of the public may listen to the Public Hearing and provide comment by either logging into the Webex meeting at: <https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4>; or by accessing the link on the Agency's website, using meeting number 173 245 5085 and password DNehTqMm478 or via telephone at (408) 418-9388, access code: 173 245 5085. Comments may also be submitted to the Agency in writing delivered to City of Syracuse Industrial Development Agency, 201 E. Washington Street, 6th Floor, Syracuse, N.Y. 13202 Attn: Judith DeLaney TO BE RECEIVED BY NO LATER THAN JUNE 10, 2021. The Public may also submit comments electronically to business@syrgov.net to be received on or before June 10, 2021. Any written comments so received will be read into the record

be read into the record of the public hearing. Minutes of the Public Hearing will be transcribed and posted on the Agency's website. 101 North Salina St, LLC, or an entity to be formed (the "Company"), requested the Agency undertake a project (the "Project") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "Building") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "Facility"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and togeth-

er with the Land and the Facility, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "Financial Assistance"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement. The Company shall be the initial owner or operator of the Project Facility. The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project. A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, are available for public inspection during the business hours at the office of the Agency located at 201 East Washington Street, 6th Floor, Syracuse, New York. Dated: June 1, 2021 CITY OF SYRACUSE INDUSTRIAL DE

EXHIBIT "F"

SEQRA RESOLUTION

SEQRA RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "*Agency*") held a meeting on the 15th day of June, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4>; (or by accessing the link on the Agency's website) and using meeting number 173 245 5085 and password DNehTqMm478; or via telephone at (408) 418-9388 with access code: 173 245 5085, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Kenneth Kinsey and Dirk Sonneborn (in person) and Rickey T. Brown (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie (in person) and John Vavonese (via tele/videoconference, in accordance with the Governor's Executive Order 202.1); Others Present: Matthew Oja (in person) and Christopher Bianchi, Scott Dumas, Charles Wallace, Christine Stevens, Jeff Appel and Rick Moriarty (via tele/videoconference, in accordance with the Governor's Executive Order 202.1).

The following resolution was offered by Dirk Sonneborn and seconded by Kenneth Kinsey:

**RESOLUTION DETERMINING THAT THE
UNDERTAKING OF A CERTAIN PROJECT AT THE
REQUEST OF 101 NORTH SALINA ST, LLC WILL NOT
HAVE A SIGNIFICANT EFFECT ON THE
ENVIRONMENT**

WHEREAS, the City of Syracuse Industrial Development Agency (the "*Agency*") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "*State*"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "*Act*"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, by application dated July 5, 2018 (the "**Original Application**"), 101 North Salina St, LLC, or an entity to be formed (the "**Company**"), requested the Agency undertake a project (the "**Original Project**") consisting of: (A)(i) the acquisition of an interest in approximately 4.1 acres of improved real property located at 101-239 North Salina Street (the "**Improved Parcel**") and a non-contiguous approximately .55 acre parcel of unimproved real property located at 214 North Salina Street (the "**Unimproved Parcel**" and together with the Improved Parcel, collectively, the "**Original Land**"), all located in the City of Syracuse, New York; (ii) the renovation and reconstruction of an existing two story, approximately 178,303 square foot building and associated approximately 113 space surface parking lot (collectively, the "**Existing Building**"), including but not limited to: updating the external façade; building upgrades including mechanical and electrical systems; extensive renovations of the interior of the Existing Building to be used as office and manufacturing space and renovation of the parking lot; (iii) the construction of a new three story, approximately 80,000 square foot addition to the Existing Building (the "**New Building**") to include approximately 27,000 square feet of commercial space and approximately 50,000 square feet to house approximately 50 apartment units which will be a combination of luxury, market rate and affordable rental units, plus associated common areas, all located on the Improved Parcel; (iv) the renovation of the approximately 106 space surface parking lot located on the Unimproved Parcel (collectively with the Existing Building and the New Building, the "**Original Facility**"); (v) the acquisition and installation in and at the Original Land and Original Facility of furniture, fixtures and equipment (the "**Original Equipment**" and together with the Original Land and the Original Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (as limited by Section 874 of the General Municipal Law) (collectively the "**Original Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, renovation, equipping and completion of the Original Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to the State Environmental Quality Review Act and the regulations promulgated thereunder ("**SEQRA**"), the Agency is required to make a determination with respect to the environmental impact of any "action" (as defined by SEQRA) to be taken by the Agency and the approval of a project and grant of financial assistance constitute such an action; and

WHEREAS, to aid the Agency in determining whether undertaking the Original Project may have a significant impact upon the environment, the Company prepared and submitted to the Agency Part 1 of the Long Environmental Assessment Form (the "**Original EAF**") with respect to the Project, a copy of which is attached here as **Exhibit "A"** and on file at the office of the Agency; and

WHEREAS, the Agency examined the Original EAF in order to classify the Original Project; and

WHEREAS, by resolution adopted August 21, 2018, the Agency classified the Original Project as a Type 1 Action and declared the intent of the Agency to be "lead agency" (as defined by SEQRA) for the purposes of a conducting a coordinated environmental review pursuant to SEQRA; and

WHEREAS, by letter dated August 21, 2018 notice was given to each "involved agency" (as defined by SEQRA) identified by the Company of the Agency's declaration to act as lead agency; and

WHEREAS, after completing its review, the Agency was prepared to make a finding that the Original Project would not have a significant impact on the environment, however before such finding by the Agency could be made, the Original Project delayed for an indefinite period of time for reasons outside of the Agency's control; and

WHEREAS, by application dated on or about May 7, 2021 (the "*Application*"), the Company submitted an application to the Agency requesting the Agency consider a revised project (the "*Project*") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "*Building*") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "*Land*"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "*Facility*"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "*Equipment*" and together with the Land and the Facility, the "*Project Facility*"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "*Financial Assistance*"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in conjunction with the Project, the Company submitted a new Long Environmental Assessment Form (the "*New EAF*" and together with the Original EAF, the "*EAF*") with respect to the Project, a copy of which is attached here as **Exhibit "B"** for the Agency's review; and

WHEREAS, the Company represented and confirmed that the information and documentation regarding the revised Project as reviewed by the involved agencies is substantially the same as the Original Project, and was included in the original materials submitted to the involved agencies for review with respect to the Original Project; and

WHEREAS, the Project is a dramatic reduction in scope and impact as compared to the Original Project; and

WHEREAS, the Company has represented and confirmed that any determinations or findings made by the involved agencies based on the Original Project would not be materially altered based on the redevelopment plans for the Project;

WHEREAS, as a result of its careful review and examination of the Project, the Agency finds that, on balance, and after careful consideration of all relevant Project documentation, it has more than adequate information to evaluate as required by SEQRA all of the relevant benefits and potential impacts of the Project; and

WHEREAS, the Agency has prepared a negative declaration that summarizes its consideration of potential impacts in accordance with SEQRA; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon an examination of the EAF prepared and other information furnished by the Company, including THE representations contained in a letter from the Company to the Agency, dated June 4, 2021, that any findings of the involved agencies that were based on the Original Project would not be materially altered by the new redevelopment plans for the Project, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency's knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(a) The Project consists of the components described above in the second WHEREAS clause of this Resolution and constitutes a "project" as such term is defined in the Act;

(b) The Project constitutes a Type 1 Action;

(c) The Agency declared itself lead agency with respect to a coordinated review of the Project pursuant to SEQRA;

(d) The Project will not have a significant effect on the environment, and the Agency will not require the preparation of an Environmental Impact Statement with respect to the Project; and

(e) As a consequence of the foregoing, the Agency has prepared a Parts 2 and 3 of the Full EAF with respect to the Project, a copy of which is attached hereto as **Exhibit “C”**, which shall be filed in the office of the Agency in a file that is readily accessible to the public and the Executive Director of the Agency is hereby authorized to execute and cause publication of and distribution of this negative declaration in accordance with SEQRA.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) The Secretary of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing resolution was thereupon declared duly adopted.

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


I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on June 15, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time (“*EO 202.1*”), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 7/6/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E35E032BE24D9

Rickey T. Brown, Secretary

EXHIBIT "A"

PART 1 OF ORIGINAL EAF

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: The Post Standard Building		
Project Location (describe, and attach a general location map): 101-239 and 214 North Salina Street, Syracuse, NY 13202 Tax ID# 104.-08-01.0, 104.-05-07.0		
Brief Description of Proposed Action (include purpose or need): Renovation of an existing, two-story, 178,303 GSF building (plus basement), including: Removal of the existing facade on the south, east and west side of the southern half of the building, facing Clinton Square, and replacing it with a more up-to-date, energy efficient exterior skin. - Completion of general shell building upgrades, including state-of-the-art mechanical and electrical systems. - Improving approximately 24,000 SF of space on the first floor of the building for the new corporate offices of VIP Structures. - Identify additional office space tenants and improve the approximately 52,000 SF of space on the second floor of the building. - Add an additional three floors on the southern portion of the building. The third floor will contain approximately 27,000 SF of commercial office space. The fourth and fifth floors will each contain approximately 25 residential apartment units. Upgrades to the parking lot adjacent to the building, as required.		
Name of Applicant/Sponsor: 101 North Salina St, LLC		Telephone: (315) 471-5338 E-Mail: chuck.wallace@vipstructures.com
Address: One Webster's Landing		
City/PO: Syracuse	State: New York	Zip Code: 13202
Project Contact (if not same as sponsor; give name and title/role): Chuck Wallace, Vice President, VIP Development Assoc., Inc.		Telephone: (315) 744-0714 E-Mail: chuck.wallace@vipstructures.com
Address: One Webster's Landing		
City/PO: Syracuse	State: New York	Zip Code: 13202
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City of Syracuse Planning Department (site plan approval). Syracuse right of way permit.	August, 2018 (projected)
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Syracuse Industrial Development Agency (financial assistance).	July 17, 2018
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	Empire State Devel. (grant), NYS Dept. of Parks, Recreation, and Historic Preservation (8/18/18)	Awarded December 13, 2017
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input 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 checked="" 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?
 Commercial District, Class A

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Syracuse City School District

b. What police or other public protection forces serve the project site?
Syracuse Police Department

c. Which fire protection and emergency medical services serve the project site?
Syracuse Fire Department

d. What parks serve the project site?
Onondaga County Parks, City of Syracuse Department of Parks, Recreation, and Youth Programs.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Mixed Use - residential apartments, commercial office space

b. a. Total acreage of the site of the proposed action? _____ 4.69 acres
 b. Total acreage to be physically disturbed? _____ < 1.0 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 4.69 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % 30 Units: 50 units, 27,000 SF comm

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ 12-18 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	50			
At completion of all phases	50			

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 1 partial floor
 ii. Dimensions (in feet) of largest proposed structure: 17' height; 210' width; and 132' length
 iii. Approximate extent of building space to be heated or cooled: 255,303 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: _____ 10,000 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: City of Syracuse
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ 7,500 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: Metropolitan Syracuse Wastewater Treatment Plant
- Name of district: Syracuse
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

Yes No
 Yes No

• Do existing sewer lines serve the project site?
 • Will line extension within an existing district be necessary to serve the project?
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

• If to surface waters, identify receiving water bodies or wetlands: _____

• Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:		ii. During Operations:	
• Monday - Friday: _____	7:00 a.m. - 4:00 p.m.	• Monday - Friday: _____	24 hours
• Saturday: _____	n/a	• Saturday: _____	24 hours
• Sunday: _____	n/a	• Sunday: _____	24 hours
• Holidays: _____	n/a	• Holidays: _____	24 hours

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No

Describe: _____

n.. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Light poles, outdoor lighting fixtures attached to building.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:
 Residential apartments, commercial office space, and retail space _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	4.69	4.69	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): 734060, C734089, V00588
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
734060 - NM - Syracuse Erie Blvd. MGP-State Superfund Program = Class A, C734089 - 432 North Franklin Street - Brownfield Cleanup Program = Class C, V00588 - 432 North Franklin Street - Voluntary Cleanup Program = Class N.

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ > 6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: Urban Land _____ 100 %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ > 6 feet

e. Drainage status of project site soils: Well Drained: _____ 100 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <p>Birds _____</p> <p>Insects _____</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>_____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. 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, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National 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: See attached list.	
iii. Brief description of attributes on which listing is based:	
Style of architecture	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Identify resource: <u>Onondaga Lake</u>	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Onondaga County Parks</u>	
iii. Distance between project and resource: _____ <u>4000 feet</u> 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 101 North Salina St, LLC Date 8/6/2018

Signature [Handwritten Signature] Title MEMBER

Response to question E.3, e, ii

- Syracuse Savings Bank
- C.W. Snow & Company Warehouse
- Third National Bank
- Onondaga County Savings Bank Building
- Gere Bank Building
- Hanover Square Historic District
- Amos Block
- Weighlock Building

EXHIBIT "B"

PART 1 OF NEW EAF

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: The Post Standard Building ("The Post")		
Project Location (describe, and attach a general location map): 101-239 North Salina Street, Syracuse, NY 13202 Tax ID# 104.-08-01.0		
Brief Description of Proposed Action (include purpose or need): The project is the redevelopment of half-vacant The Post Standard ("The Post") building. The redevelopment includes exterior and interior work including window replacement, HVAC replacement, electrical upgrades and office build-outs.		
Name of Applicant/Sponsor: 101 North Salina St, LLC	Telephone: (315) 471-5338	E-Mail: cwallace@vipstructures.com
Address: One Webster's Landing		
City/PO: Syracuse	State: New York	Zip Code: 13202
Project Contact (if not same as sponsor; give name and title/role): Charles C. Wallace, President, VIP Development Assoc., Inc.	Telephone: (315) 744-0714	E-Mail: cwallace@vipstructures.com
Address: One Webster's Landing		
City/PO: Syracuse	State: New York	Zip Code: 13202
Property Owner (if not same as sponsor):	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City of Syracuse Planning Department (Site Plan Approval), Syracuse Right of Way Permit	June 2021 (Projected)
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Syracuse Industrial Development Agency (financial assistance).	June 2021 (Projected)
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	Empire State Devel. (grant), NYS Dept. of Parks, Recreation, and Historic Preservation (8/18/18)	Awarded December 13, 2017
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):
 NYS Heritage Areas: Syracuse

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
Central Business District Office and Service District (CBD-OS), Central Business District General Service District (CBD-GS)

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Syracuse City School District

b. What police or other public protection forces serve the project site?
Syracuse Police Department

c. Which fire protection and emergency medical services serve the project site?
Syracuse Fire Department

d. What parks serve the project site?
Onondaga County Parks, City of Syracuse Department of Parks, Recreation, and Youth Programs.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial Office Space and industrial

b. a. Total acreage of the site of the proposed action? 4.69 acres
 b. Total acreage to be physically disturbed? <1.0 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 4.69 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: 12-18 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.
 One Family Two Family Three Family Multiple Family (four or more)

Initial Phase _____
 At completion _____
 of all phases _____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,
 i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,
 i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:
 i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ 10,960 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: City of Syracuse
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ 10,960 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

Sanitary Wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: Metropolitan Syracuse Wastewater Treatment Plant
- Name of district: City of Syracuse
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____
 v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<i>i. During Construction:</i>		<i>ii. During Operations:</i>	
• Monday - Friday: _____	7:00a.m. - 4:00p.m.	• Monday - Friday: _____	7:00a.m. - 6:00p.m.
• Saturday: _____	NA	• Saturday: _____	NA
• Sunday: _____	NA	• Sunday: _____	NA
• Holidays: _____	NA	• Holidays: _____	NA

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Light Poles, outdoor lighting fixtures attached to building.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____
 • Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____
 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____
 ii. Generally describe processes or activities involving hazardous wastes or constituents:

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents:

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____
 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	4.69	4.69	+/-0
• Forested	-	-	-
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	-	-	-
• Agricultural (includes active orchards, field, greenhouse etc.)	-	-	-
• Surface water features (lakes, ponds, streams, rivers, etc.)	-	-	-
• Wetlands (freshwater or tidal)	-	-	-
• Non-vegetated (bare rock, earth or fill)	-	-	-
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): 734060 , C734089 , V00588
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
 734060 - NM - Syracuse Erie Blvd. MGP-State Superfund Program=Class A.C734089 - 432 North Franklin Street - Brownfield Cleanup Program = Class C, V00588-432 North Franklin Street - Voluntary Cleanup Program = Class N

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ > 6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: Urban Land 100 %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ > 6 feet

e. Drainage status of project site soils: Well Drained: _____ 100 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site:

Birds _____

Insects _____

n. Does the project site contain a designated significant natural community? Yes No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No

Peregrine Falcon

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No

i. If Yes: acreage(s) on project site: _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No

If Yes:

i. Nature of the natural landmark: Biological Community Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District + Weighlock Bldg

ii. Name: Hanover Square Historic District, Onondaga County Savings Bank Building, Gere Bank Building, Third National Bank, Amos Bldg

iii. Brief description of attributes on which listing is based:
 Style of Architecture _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: Onondaga Lake

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Onondaga County Parks

iii. Distance between project and resource: 4000 Feet miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

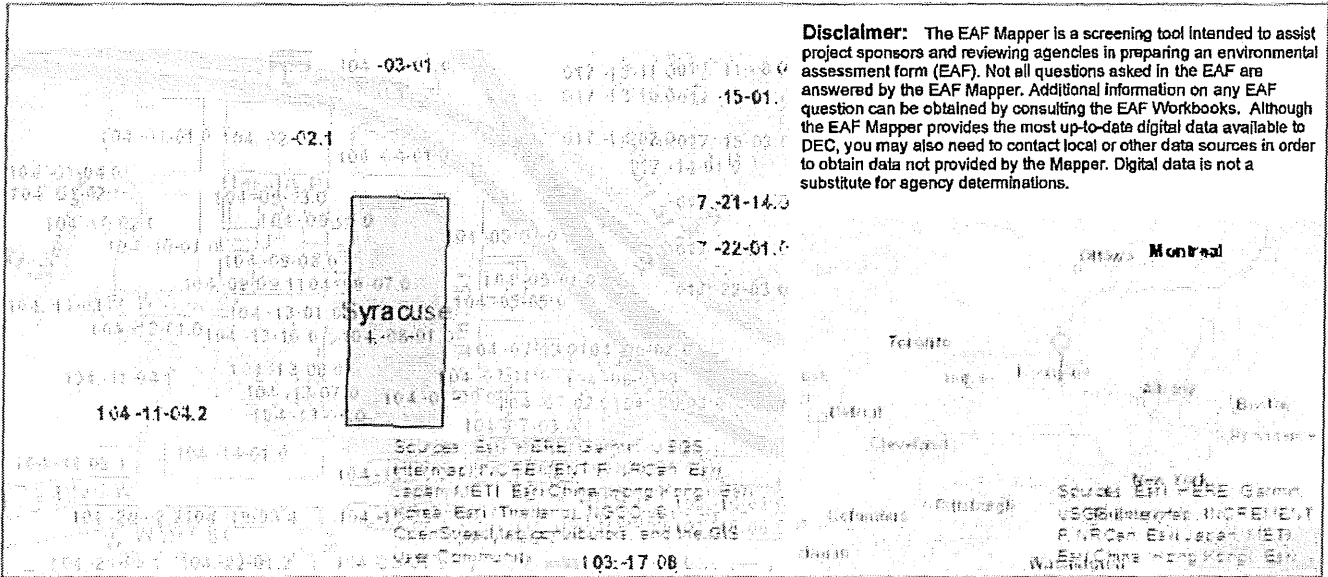
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name 101 North Salina St., LLC Date 06/03/2021

Signature  Title Member



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:Syracuse
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	734060 , C734089 , V00588
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Peregrine Falcon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	Hanover Square Historic District, Onondaga County Savings Bank Building, Gere Bank Building, Third National Bank, Amos Block, Syracuse Savings Bank, Syracuse Post Office and Court House, Snow, C. W., & Company Warehouse
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

EXHIBIT C

PARTS 2 AND 3 OF FULL EAF AND NARRATIVE

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]	
Project :	101 North Salina Street
Date :	

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “Yes” to a numbered question, please complete all the questions that follow in that section.
- If you answer “No” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land			
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		<input type="checkbox"/> NO	<input checked="" 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 require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.f., D.2.h, D.2.g) If "Yes", answer questions a - f. If "No", move on to Section 7.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO ₂)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	<input type="checkbox"/>	<input type="checkbox"/>
vi. 43 tons/year or more of methane	D2h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES If "Yes", answer questions a - j. If "No", move on to Section 8.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If "Yes", answer questions a - c. If "No", go to Section 13.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

 NO YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) If "Yes", answer questions a - h. If "No", go to Section 18. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) If "Yes", answer questions a - g. If "No", proceed to Part 3. <input checked="" 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"/>

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See attached Part 3 - Additional Information

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

See Part 3 - Additional Information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the City of Syracuse Industrial Development Agency as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency: City of Syracuse Industrial Development Agency

Name of Responsible Officer in Lead Agency: Judith DeLaney

Title of Responsible Officer: Executive Director

DocuSigned by:

Signature of Responsible Officer in Lead Agency:

Judy DeLaney

Date: 06/15/2021

G938C8B874BA42A...

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Natalie P. Hempson-Elliott, Esq.

Address: Bousquet Holstein PLLC, 110 West Fayette Street, Suite 1000, Syracuse NY 13202

Telephone Number: 315-701-6435

E-mail: NHempsonElliott@bhlawpllc.com

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

City of Syracuse Industrial Development Agency

101 North Salina Street Project FEAF Part 3 – Additional Information

By application dated April 30, 2021, 101 North Salina St, LLC, or an entity to be formed (collectively, the “*Company*”), requested the Agency undertake a project (the “*Project*”) consisting of:

(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the “*Building*”) located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the “*Land*”)

(ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the “*Facility*”); and

(iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”).

FEAF Part 3 – Additional Information (cont.)

1.) Impact on land – The proposed Project will not have an impact on land. No excavation is expected. In the unforeseen event of excavation, excavated materials will remain onsite. In the event contaminated soils are encountered, these soils will be handled in accordance with federal, state, and local regulations.

Lastly, the duration of the Project is estimated at 12-18 months. Construction activities typically result in potential impacts associated with traffic, dust, stormwater, and noise. These potential impacts are minimized as a result of the following measures:

- The Company will be required to implement a maintenance and protection of traffic plan for use during construction. The plan will be reviewed and approved by the City of Syracuse.
- The Company will be required to implement best management practices for dust control.
- Stormwater impacts will be addressed by implementation of erosion and sediment controls during construction.
- The proposed Project will cause a temporary increase in ambient noise levels from the operation of construction equipment. Measures to minimize noise impacts during construction will include adherence to local ordinances for working hours and inspection of equipment for proper muffling.

As such, the impact on land associated with the Project is not considered a significant environmental impact.

2.) Impact on geological features – The Project site does not contain known unique or unusual land forms (e.g. cliffs, dunes, minerals, fossils, caves). No impact to significant geological features will occur because of the proposed Project.

3.) Impacts on surface water – Project site improvements include improvements to existing impervious surfaces including sidewalk replacements. The Project operation does not produce materials considered hazardous substances and use of such substances will occur in accordance with applicable law and regulation and are not expected to potentially contaminate local ground water supplies. Consequently, the Project is not expected to result in an adverse change in surface water quality or quantity.

4.) Impact on groundwater – The Project is not located within the footprint of a sole source, or primary aquifer, however the site does overly a principal aquifer. NYSDEC defines principal aquifers as “aquifers known to be highly productive or whose geology suggests abundant potential water supply, but which are not intensively used as sources of water supply by major municipal systems at the present time.”

The Project does not involve use or disposal of hazardous materials, or the bulk storage of petroleum or chemical products that could potentially contaminate local groundwater supplies. In addition, no change in drainage patterns, or increase in impervious surfaces is anticipated as a result of the Project. Therefore, no significant impact to the local aquifer is

FEAF Part 3 – Additional Information (cont.)

expected to occur as a result of the Project.

5.) *Impact on flooding* – The proposed Project is not located in a floodway, the 100 Year Floodplain or the 500 Year Floodplain. The Project is not located over or immediately adjacent to a primary, principal or sole source aquifer. The Project will comply with New York State Department of Environmental Conservation General Permit for Stormwater Discharges from construction activity that covers the Project. As a result, the Project is expected to improve existing conditions rather than result in a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

6.) *Impacts on air* – The U. S. Environmental Protection Act (USEPA), through the federal Clean Air Act (CAA), has established National Ambient Air Quality Standards (NAAQS) for six criteria pollutants: carbon monoxide (CO), sulfur dioxide (SO₂), nitrogen dioxide (NO₂), particulate matter (PM₁₀ and PM_{2.5}), ozone, and lead. An area that violates a national primary or secondary NAAQS for one or more of the USEPA designated criteria pollutants is referred to as non-attainment. A maintenance area is one that has previously been in violation of the NAAQS but has since implemented an avoidance plan and has had no additional violations over an extended period of time.

The Project is located in Onondaga County. According to the USEPA Green Book (current as of February 28, 2019), Onondaga County is currently in attainment for all criteria pollutants, except CO, which is listed as “maintenance”. Based on a detailed review of the Green Book, Onondaga County was designated as a CO non-attainment area until 1992. Since 1993, the County has been in compliance (i.e., maintenance area) with the NAAQS for all criteria pollutants, including CO. An area that has remained in compliance with the NAAQS for an extended period of time is re-designated as “attainment”.

According to both the NYSDEC and USEPA, Onondaga County is in full attainment with the CO NAAQS. Specifically, Onondaga County was designated as a maintenance area in 1993 and has not had any violations of the NAAQS since that time. NYSDEC met the requirements specified in two Maintenance Plans, each lasting a period of ten years. Therefore, the 20-year maintenance period is over and NYSDEC has met its obligations; Onondaga County is in attainment with the CO NAAQS.

Air emission sources require consistency with State and federal air quality standards. The New York air permitting program regulates sources of air pollution. The program is required under provisions set forth in the CAA and New York State regulation (6 NYCRR Part 201). NYSDEC Division of Air Resources administers the air program. The proposed Project does not include equipment that requires registration or permitting from New York State’s air program.

7.) *Impacts on plants and animals* – The proposed Project is located in an urban environment. Peregrine falcons are identified in the vicinity of the Project site. The proposed rehabilitation is not expected to affect the habitat of the peregrine falcon. For example, the building exterior and trees or vegetation located on the site will not be disturbed. No significant impact to plants and animals will occur as a result of the Project.

FEAF Part 3 – Additional Information (cont.)

8.) *Impacts on agricultural resources* – The Project is not located in a New York State Agricultural District. No farmland soils occur within the proposed limits of disturbance. No significant impacts to agricultural resources will occur.

9.) *Impacts on aesthetic resources* – The Project site does not contain, and is not located adjacent to, identified scenic/aesthetic resources. There are no officially designated federal, state, or local scenic or aesthetic resources within the vicinity of the property.

10.) *Impacts on historical and archeological resources* – The State Historic Preservation Office (SHPO) has conducted a review consistent with Section 106 of the National Historic Preservation Act of 1966. In a letter dated December 4, 2018, the SHPO indicates that the project will result in no significant impacts to historic properties including archeological and/or historic resources.

11.) *Impacts on open space and recreation* – The proposed action will not result in a loss of recreational opportunities, and/or open space. There are no existing recreational opportunities on-site, and the site is not located in a designated municipal open space plan.

12.) *Impacts on critical environmental areas* – No designated critical environmental areas occur within or immediately adjacent to the Project site. The current action will not involve impacts to designated critical environmental areas.

13.) *Impacts on transportation* – The proposed Project is not anticipated to involve a significant increase in existing traffic levels.

14.) *Impacts on energy* – Electricity and natural gas in the Project location are supplied by National Grid. Water will be provided by the City of Syracuse's water system. Sewer service will be provided by the City of Syracuse and treated at the Metropolitan Syracuse Wastewater Treatment Plant.

Operation of the Project will result in increased use of electricity, natural gas, and/or water resources as well as increased discharge of wastewater into the sewer collection and treatment system. The Company has coordinated with the local utility providers regarding supply and availability of necessary services. Operation of the facility is not expected to exceed available natural resource or future energy supplies.

Additionally, construction and/or operation of the facilities would not involve a need for unusual materials or those in short supply. As with any construction project, there will be short-term increases in electrical and gasoline usage to power construction equipment and for worker travel.

15.) *Impacts on noise, odor, and light*

Noise - The proposed Project will cause a temporary increase in ambient noise levels from the operation of construction equipment. Measures to minimize noise impacts during construction will include adherence to local ordinances for working hours and inspection of equipment for proper muffling. Noise levels will generally return to pre-construction levels following

FEAF Part 3 – Additional Information (cont.)

completion of the Project.

Odors - The proposed Project will not cause an increase in odors.

Light –Lighting will not impact adjacent properties and will be dark sky compliant. Parking lot fixtures will comply with City of Syracuse regulations.

16.) *Impact on Human Health* – The proposed Project will not result in an impact to human health from exposure to new or existing sources of contaminants. The Project operation does not use or produce materials considered hazardous substances, and therefore will not create a condition increasing the adjacent public’s exposure to harmful chemicals.

17.) *Consistency with community plans* – The action will not result in population growth in the City of Syracuse that exceeds 5%, or in increasing density that will impact existing infrastructure. The Project does not require a change in zoning. Given that material consistency with the City’s requirements is expected, no significant impacts associated with community plans are anticipated.

In summary, the proposed Project will not result in the following:

- An increase in population within the City of Syracuse.
- A change in zoning or existing land use plans.
- A change in the density of development that would exceed the capacity of existing infrastructure.
- Induced socioeconomic impacts from residential or commercial development.

18.) *Consistency with community character* – The proposed action is consistent with the existing community character as described below:

- The Project is located in an area with buildings of similar size and function.
- The Project will not result in any impacts to historic structures.
- It will not significantly increase the need for schools, parks, roads, infrastructure.
- It will not result in a significant increase in the need for emergency services.
- It will not result in any displacement of housing will occur.

EXHIBIT "G"

INDUCEMENT RESOLUTION

INDUCEMENT RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "**Agency**") held a meeting on the 15th day of June, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4>; (or by accessing the link on the Agency's website) and using meeting number 173 245 5085 and password DNehTqMm478; or via telephone at (408) 418-9388 with access code: 173 245 5085, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Kenneth Kinsey and Dirk Sonneborn (in person) and Rickey T. Brown (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

THE FOLLOWING PERSONS WERE ALSO PRESENT: **Staff Present:** Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie (in person) and John Vavonese (via tele/videoconference, in accordance with the Governor's Executive Order 202.1); **Others Present:** Matthew Oja (in person) and Christopher Bianchi, Scott Dumas, Charles Wallace, Christine Stevens, Jeff Appel and Rick Moriarty (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

The following resolution was offered by Dirk Sonneborn and seconded by Kenneth Kinsey:

RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A PROJECT; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**") to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and

furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property and grant financial assistance in connection with one or more “projects” (as defined in the Act); and

WHEREAS, by application dated on or about May 7, 2021 (the “*Application*”), 101 North Salina St, LLC, or an entity to be formed (the “*Company*”), requested the Agency undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the “*Building*”) located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the “*Land*”); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the “*Facility*”); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency adopted a resolution on May 18, 2021 describing the Project and the proposed financial assistance and authorizing a public hearing with respect thereto (“*Public Hearing Resolution*”); and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on June 15, 2021 pursuant to Section 859-a of the Act, notice of which was published on June 3, 2021, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated June 1, 2021; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "**SEQRA**"), the Agency is required to make a determination whether the "action" (as said quoted term is defined in SEQRA) to be taken by the Agency may have a "significant impact on the environment" (as said quoted term is utilized in SEQRA), and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

WHEREAS, by resolution adopted June 15, 2021 (the "**SEQRA Resolution**"), the Agency determined that the Project will not have a significant effect on the environment; and

WHEREAS, the Company, which shares principals with VIP Structures Inc. ("**VIP**"), one of the proposed tenants in the Project, advised that it is reasonably necessary to relocate VIP from their current offices in order to preserve the competitive position of VIP in its respective industry as its current location at One Webster's Landing presents space constraints relative to growth and configuration issues that hinder communication. The current space contains approximately 23,000 sq.ft of usable office space spread over 5 floors. VIP currently employs a total of 128 people and is growing. The existing building cannot accommodate more staff, and the building cannot be expanded. Moreover, a key principle of VIP's business model is the integration of its business units; namely, architecture, engineering, construction and development providing the delivery of an integrated "design - build" approach to projects. This is VIP's most important defining feature, the feature that distinguishes it from its competitors in the region. Optimal interdisciplinary staff integration is currently impeded with the location of staff on five different floors. With its move to the Project Facility, staff from all of VIP's business units will be located on one floor, facilitating the collaboration and integration that distinguishes VIP from its competitors and will provide the needed room for growth; and

WHEREAS, in addition to the foregoing, the Company noted that the ongoing plans for the deconstruction/reconstruction of Interstate Route 81 and the potential negative impacts (including possible demolition of) on VIP's existing location create uncertainty for VIP. VIP needs to relocate to create stability and certainty for its future, to maintain its competitive market position in its industry, and to enable future growth; and

WHEREAS, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the Project; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Syracuse (the "**City**"); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act as set forth herein; and (iii) the Project will serve the purposes of the Act by advancing job

opportunities and the economic welfare of the people of the State and the City and improve their standard of living.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

Section 1. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 2. Based upon the representations and projections made by the Company to the Agency, the Agency hereby and makes the following determinations:

- (A) Ratifies the findings in its SEQRA Resolution;
- (B) The Project constitutes a “*project*” within the meaning of the Act;
- (C) The Project is located in a “Highly Distressed Area” as defined in Section 854(18) of the Act.
- (D) The acquisition of a controlling interest in the Project Facility by the Agency and the designation of the Company as the Agency’s agent for completion of the Project will be an inducement to the Company to acquire, reconstruct, renovate, equip and complete the Project Facility in the City, and will serve the purposes of the Act by, among other things, advancing job opportunities, the standard of living and economic welfare of the inhabitants of the City;
- (E) The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act as demonstrated and represented by the Company and as set forth herein; and
- (F) The Financial Assistance approved hereby includes an exemption from real property taxes, State and local sales and use taxes and mortgage recording taxes, and the appointment of the Company as agent of the Agency as further set forth herein.

Section 3. As a condition to the appointment of the Company as agent of the Agency, and the conference of any approved Financial Assistance, the Company and the Agency shall first execute and deliver: (i) a project agreement in substantially the same form used by the

Agency in similar transactions (the “**Project Agreement**”); (ii) an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project, the form and substance of the agreement is attached hereto as **Exhibit “A”** (the “**Agreement**”); and (iii) the Lease Documents (as defined herein) unless otherwise authorized by the Agency. The Chair, Vice Chair or Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Project Agreement, the Agreement and the Lease Documents (as defined herein), in form and substance similar to other such agreements and documents used by the Agency for similar transactions, with changes in terms and form as shall be consistent with this Resolution and as the Chair or Vice Chair shall approve. The execution thereof by the Chair, Vice Chair and/or Executive Director shall constitute conclusive evidence of such approval. Subject to the due execution and delivery by the Company of the Project Agreement, the Agreement and the Lease Documents, the satisfaction of the conditions of this Resolution, the Agreement, the Project Agreement, the Lease Documents and the payment by the Company of any attendant fees and costs of the Agency, the Company and its designees, are appointed the true and lawful agent of the Agency to proceed with the reconstruction, renovation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf. The amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **\$435,488**.

Section 4. Subject to the terms of this Resolution and the execution and delivery of, and the conditions set forth in, the Agreement and the Project Agreement the Agency will: (i) acquire an interest in the Land and Facility pursuant to a lease agreement (the “**Lease**”) to be entered into between the Company and the Agency; accept an interest in the Equipment pursuant to a bill of sale from the Company (the “**Bill of Sale**”); (ii) sublease the Project Facility to the Company pursuant to a sublease agreement (the “**Sublease**” and with the Lease and the Bill of Sale, and all other documents required by the Agency for similar transactions, including but not limited to, an environmental compliance and indemnification agreement, collectively, the “**Lease Documents**”) to be entered into between the Agency and the Company; (iii) grant the approved Financial Assistance; and (iv) provided that no default shall have occurred and be continuing under the Agreement, and provided the Company has executed and delivered all documents and certificates required by the Agency in conjunction with the Agency’s undertaking of the Project, execute and deliver all other certificates and documents necessary or appropriate for the grant of the approved Financial Assistance, in form and substance acceptable to the Agency.

Section 5. The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

Section 6. The Company may utilize, and subject to the terms of this Resolution, the Agreement and the Project Agreement, is hereby authorized to appoint, a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, “**Additional Agents**”) to proceed with the reconstruction, renovation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf, provided the Company execute, deliver and comply with

the Agreement. The Company shall provide, or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to make such records available to the State Commissioner of Taxation and Finance (the “**Commissioner**”) upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project’s receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request. for purposes of exemption from New York State (the “**State**”) sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

Section 7. The Chair, Vice Chair and/or the Executive Director of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein as the (Vice) Chair deems appropriate, and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution, the Agreement and/or the Project Agreement.

Section 8. The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the Company’s execution and delivery of the Lease Documents and the documents set forth in Section 3 hereof.

Section 9. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 10. Should the Agency’s participation in the Project, or the appointments made in accordance herewith, be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency’s counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

Section 11. Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and consummate the Lease Documents.

Section 12. The Secretary and/or the Executive Director of the Agency are hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 13. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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

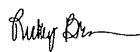
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "**Agency**") held on June 15, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time ("**EO 202.1**"), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 7/6/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E35F032BE24D9

Rickey T. Brown, Secretary

EXHIBIT "A"

AGENCY/COMPANY AGREEMENT

THIS AGREEMENT is between **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "**Agency**"), with an office at 201 E. Washington Street, 6th Floor, Syracuse, New York 13202 and **101 NORTH SALINA ST, LLC**, with a mailing address of One Websters Landing, Syracuse, New York 13202 (the "**Company**").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this agreement are the following:

1.01. The Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, and Chapter 641 of the Laws of 1979 of the State (collectively, the "**Act**") to designate an agent for constructing, renovating and equipping "projects" (as defined in the Act).

1.02. The purposes of the Act are to promote, attract, encourage and develop recreation and economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes, including the power to acquire and dispose of interests in real property and to appoint agents for the purpose of completion of projects undertaken by the Agency.

1.03. The Company, by application dated May 7, 2021 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "**Building**") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "**Land**"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "**Facility**"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection

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

1.03(a). All documents necessary to effectuate the Agency's undertaking of the Project and the granting of the approved Financial Assistance between the Agency and the Company, including but not limited to, a project agreement, a company lease agreement, an agency lease agreement, a bill of sale and an environmental compliance and indemnification agreement, shall be collectively referred to herein as the "***Lease Documents***".

1.04. The Company hereby represents to the Agency that undertaking the Project, the designation of the Company as the Agency's agent for the reconstruction, renovation, equipping and completion of the Project Facility, and the use and appointment, as necessary, by the Company of a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***"): (i) will be an inducement to it to reconstruct, renovate and equip the Project Facility in the City of Syracuse (the "***City***"); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another or in the abandonment of one or more plants or facilities of the Company or of any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) undertaking the Project Facility will promote, create and/or preserve private sector jobs in the State. The Company hereby further represents to the Agency that the Project Facility is not primarily used in making retail sales to customers who personally visit the Facility.

1.05. The Agency has determined that the acquisition of a controlling interest in, and the reconstruction, renovation and equipping of the Project Facility and the subleasing of the same to the Company will promote and further the purposes of the Act.

1.06. On June 15, 2021, the Agency adopted a resolution (the "***Inducement Resolution***") agreeing, subject to the satisfaction of all conditions precedent set forth in such Resolution, to designate the Company as the Agency's agent for the acquisition, reconstruction, renovation and equipping of the Project Facility and determining that the leasing of the same to the Company will promote further purposes of the Act. For purposes of that designation, the Agency authorized as part of the approved Financial Assistance, State and local sales and use tax exemption benefits in an amount not to exceed **\$435,488**.

1.07. In the Resolution, subject to the execution of, and compliance with, this Agreement by the Company, the execution and delivery of a project agreement by the Company, and other conditions set forth in the Resolution and herein, the Agency appointed the Company as its agent for the purposes of reconstruction, renovation and equipping the Project Facility, entering into contracts and doing all things requisite and proper for reconstruction, renovation and equipping the Project Facility.

Article 2. Undertakings on the Part of the Agency. Based upon the statement, representations and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

2.01. The Agency confirms that it has authorized and designated, pursuant to the terms hereof, the Company as the Agency's agent for reconstructing, renovating and equipping the Project Facility.

2.02. The Agency will adopt such proceedings and authorize the execution of such Agency documents as may be necessary or advisable for: (i) acquisition of a controlling interest in the Project Facility; (ii) designation by the Company of Additional Agents for reconstruction, renovation and equipping of the Project Facility subject to the terms hereof; and (iii) the leasing or subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

2.03. Nothing contained in this Agreement shall require the Agency to apply its funds to Project costs.

2.04. After satisfying the conditions precedent set forth in the Sections 2.05, 3.06 and 4.02 hereof and in the Inducement Resolution, the Company may proceed with the reconstruction, renovation and equipping of the Project Facility and the utilization of and, as necessary the appointment of, Additional Agents.

2.05. Subject to the execution of the Lease Documents and Section 4.02 hereof, the Company is appointed the true and lawful agent of the Agency: (i) for the reconstruction, renovation and equipping of the Project Facility; and (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for the reconstruction, renovation and equipping of the Project Facility, all with the same powers and the same validity as if the Agency were acting in its own behalf.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof. The Agency may in accordance with Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "**SEQRA**"), undertake supplemental review of the Project. Such review to be limited to specific significant adverse environmental impacts not addressed or inadequately addressed in the Agency's review under SEQRA that arise from changes in the proposed Project, newly discovered information or a change in the circumstances related to the Project.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein the Company agrees as follows:

3.01. (a) The Company shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of a controlling interest in, and reconstruction, renovation and equipping of the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company or Additional Agents acting as agent for the Agency pursuant to this Agreement or otherwise.

(b) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove, any mechanics' or other liens against the Project Facility for labor or material furnished in connection with the acquisition, reconstruction, renovation and equipping of the Project Facility.

(c) The Company shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project Facility, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(d) The Company shall defend, indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on the non-disclosure of information, if any, requested by the Company in accordance with Section 4.05 hereof.

(e) The defense and indemnities provided for in this Article 3 shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

(f) The Company shall provide and carry: (i) worker's compensation and disability insurance as required by law; and (ii) comprehensive liability and property insurance with such coverages (including without limitation, owner's protective coverage for the benefit of the Agency, naming the Agency as an additional insured on all policies of coverage regarding the Project; providing the coverage with respect to the Agency be primary and non-contributory; and contractual coverage covering the indemnities herein provided for), with such limits and which such companies as may be approved by the Agency. Upon the request of the Agency, the Company shall provide certificates, endorsements, binders and/or policies of insurance in form satisfactory to the Agency evidencing such insurance.

(g) The Company shall apply and diligently pursue all approvals, permits and consents from the State of New York, the City, the City Planning Commission and any other

governmental authority which approvals, permits and consents are required under applicable law for the development, reconstruction, renovation and equipping of the Project and any related site improvements. The Company acknowledges and agrees that the Agency's findings and determinations under SEQRA do not and shall not in and of themselves (except as specifically set forth in SEQRA) satisfy or be deemed to satisfy applicable laws, regulations, rules and procedural requirements applicable to such approvals, permits and consents.

(h) The Company shall complete a Local Access Agreement to be obtained from the City of Syracuse Industrial Development Agency and agrees to utilize, and cause its Additional Agents to utilize, local contractors and suppliers for the reconstruction, renovation, equipping and completion of the Project unless a waiver is received from the Agency in writing. For purposes of this Agency Agreement, the term "*Local*" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties. The Company agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project Facility.

3.02. The Company agrees that, as agent for the Agency or otherwise, it will comply at the Company's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or Company with respect to the Project Facility, the acquisition of a controlling interest therein, reconstruction, renovation and equipping thereof, the operation and maintenance of the Project Facility, supplemental review of adverse environmental impacts in accordance with SEQRA and the financing of the Project. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full, including, but not limited to, Section 875 of the Act; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions.

3.03. The Company agrees that, as agent for the Agency or otherwise, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute) it will comply with the requirements of Section 220 of the Labor Law of the State of New York, as amended.

3.04. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.05. If it should be determined that any State or local sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project Facility, or are in any manner otherwise payable directly or indirectly in connection with the Project Facility, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.06 The Company shall proceed with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes. The Company may appoint Additional Agents as agents of the Agency in furtherance thereof. Any appointment of an Additional Agent is conditioned upon the

Company first obtaining and providing the Agency the following:

(1) A written, executed agreement, in form and substance acceptable to the Agency, from each Additional Agent which provides for the assumption by the Additional Agent, for itself, certain of the obligations under this Agreement relative to the appointment, work and purchases done and made by each Additional Agent; (ii) a commitment to utilize local contractors and suppliers for the reconstruction, renovation and equipping of the Project (“local” being defined in Section 3.01(h) hereof); (iii) an acknowledgement that the Additional Agent is obligated, to timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the Agency and the New York State Department of Taxation and Finance on “Annual Report of Sales and Use Tax Exemptions” (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project; (iv) an acknowledgment by the Additional Agent that the failure to comply with the foregoing will result in the loss of the exemption; and (v) such other terms and conditions as the Agency deems necessary; and

(2) A completed “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each Additional Agent appointed within fifteen (15) days of the appointment of each Additional Agent such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment of each such Additional Agent.

Failure of the Company to comply with the foregoing shall nullify the appointment of any Additional Agent and may result in the loss of the Company’s exemption with respect to the Project at the sole discretion of the Agency.

The Company acknowledges that the assumption by the Additional Agent in accordance with Section 3.06(1) above, does not relieve the Company of its obligations under those provisions or any other provisions of this Agreement with respect to the Project.

3.07 The Company ratifies and confirms its obligations to pay an annual administrative reporting fee in accordance with the Agency’s fee schedule to cover administrative and reporting requirements to comply with New York State reporting regulations on Agency assisted projects. In addition, the Company ratifies and confirms its absolute obligation to pay on demand all of the Agency’s legal fees associated with the undertaking of the Project, including but not limited to, review of the application, preparation of resolutions and attendance at meetings and to correspondence and calls, regardless of whether benefits are ultimately conferred on the Project.

Article 4. General Provisions.

4.01. This Agreement shall take effect on the date of the execution hereof by the Agency and the Company and, subject to Section 4.04 hereof, shall remain in effect until the Lease Documents become effective. It is the intent of the Agency and the Company that, except as to those provisions that survive, this Agreement be superseded in its entirety by the Lease Documents.

4.02. (a) It is understood and agreed by the Agency and the Company that the grant of Financial Assistance and the execution of the Lease Documents and related documents are subject to: (i) payment by the Company of the Agency's fee and Agency's counsel fees; (ii) obtaining all necessary governmental approvals, permits and consents of any kind required in connection with the Project Facility; (iii) approval by the members of the Agency; (iv) approval by the Company; and (v) the condition that there are no changes in New York State Law, including regulations, which prohibit or limit the Agency from fulfilling its obligations hereunder; and

(b) the Company, by executing this agreement, acknowledges and agrees to make, or cause its Additional Agents, to make, all records and information regarding State and local sales and use tax exemption benefits given to the Project as part of the Financial Assistance available to the Agency upon request, including but not limited to the Form ST-340 for itself and each Additional Agent; and

(c) the Company, by executing this Agreement, acknowledges and agrees to the terms and conditions of Section 875(3) of the Act as if such section were fully set forth herein and further agrees to cause all of its Additional Agents to acknowledge, agree and consent to same. Without limiting the scope of the foregoing the Company acknowledges that pursuant to Section 875(3) of the Act, and in accordance with the Agency's Recapture of Benefits Policy, the Agency shall, and in some instances may, recover, recapture, receive or otherwise obtain from the Company some or all of the Financial Assistance (the "**Recapture Amount**") including, but not limited to: (1) (a) that portion of the State and local sales and use tax exemption to which the Company was not entitled, which is in excess of the amount of the State and local sales and use tax exemption authorized by the Agency or which is for property or services not authorized by the Agency; or (b) the full amount of such State and local sales and use tax exemption, if the Company fails to comply with a material term or condition regarding the use of the property or services as represented to the Agency in its Application or otherwise; or (c) the full amount of such State and local sales and use tax exemption in the event the Company fails to execute and deliver the Lease Documents in accordance herewith or fails to complete the Project; and (2) any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise; and (d) the failure of the Company to promptly pay such Recapture Amount to the Agency will be grounds for the Commissioner to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties. In addition to the foregoing, the Company acknowledges and agrees that for purposes of exemption from New York State (the "**State**") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes

imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight. In addition to the foregoing, the Agency may recapture other benefits comprising the Financial Assistance in accordance with the Agency's Recapture Policy (a copy of which is on the Agency's website).

4.03. The Company agrees that it will, within thirty (30) days of a written request for same, regardless of whether or not this matter closes or the Project Facility is completed: (i) reimburse the Agency for all reasonable and necessary expenses, including without limitation the fees and expenses of counsel to the Agency arising from, out of or in connection with the Project, and/or any documents executed in connection therewith, including, but not limited to any claims or actions taken by the Agency against the Company, Additional Agents or third parties; and (ii) indemnify the Agency from all losses, claims, damages and liabilities, in each case which the Agency may incur as a consequence of executing this Agreement or performing its obligations hereunder, including but not limited to, any obligations related to Additional Agents.

4.04. If for any reason the Lease Documents are not executed and delivered by the Company and the Agency on or before **June 15, 2022**, the provisions of this Agreement (other than the provisions of Articles 1.04, 2.02, 2.04, 3.01, 3.02, 3.03, 3.05, 3.06, 4.02, 4.03, 4.04, 4.05 and 4.06, which shall survive) shall unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses incurred by the Agency in connection with the acquisition, reconstruction, renovation and equipping of the Project Facility;

(b) The Company shall assume and be responsible for any contracts for the construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project Facility; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency and counsel for the Agency incurred in connection with the Project Facility and will pay the fees of counsel for the Agency for legal services relating to the Project Facility, Additional Agents or the proposed financing thereof.

4.05. **The Company acknowledges that Section 875(7) of the New York General Municipal Law ("GML") requires the Agency to post on its website all resolutions and agreements relating to the Company's appointment as an agent of the Agency or otherwise related to the Project, including this Agreement; and Article 6 of the New York Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Company feels that there are elements of the Project or information about the Company in the Agency's possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Company's competitive position, the Company must identify such elements in writing, supply same to the Agency: (i) with respect to this Agreement, prior to or**

contemporaneously with the execution hereof; and (ii) with respect to all other agreements executed in connection with the Project, on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.

4.06 That every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflict-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Company irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Northern District of New York, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 15th day of June, 2021.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

101 NORTH SALINA ST, LLC

By: _____
Name:
Title:

EXHIBIT "H"
PILOT RESOLUTION

PILOT RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "**Agency**") held a meeting on the 15th day of June, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4>; (or by accessing the link on the Agency's website) and using meeting number 173 245 5085 and password DNehTqMm478; or via telephone at (408) 418-9388 with access code: 173 245 5085, in conjunction with the matter set forth below.

PRESENT: Kathleen Murphy, Steven Thompson, Kenneth Kinsey and Dirk Sonneborn (in person) and Rickey T. Brown (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

THE FOLLOWING PERSONS WERE ALSO PRESENT: **Staff Present:** Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie (in person) and John Vavonese (via tele/videoconference, in accordance with the Governor's Executive Order 202.1); **Others Present:** Matthew Oja (in person) and Christopher Bianchi, Scott Dumas, Charles Wallace, Christine Stevens, Jeff Appel and Rick Moriarty (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

The following resolution was offered by Dirk Sonneborn and seconded by Kenneth Kinsey:

RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX ("PILOT") SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH THE PILOT SCHEDULE

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property and grant financial assistance in connection

with one or more “projects” (as defined in the Act);

WHEREAS, by application dated on or about May 7, 2021 (the “*Application*”), 101 North Salina, LLC, or an entity to be formed (the “*Company*”), requested the Agency undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the “*Building*”) located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the “*Land*”); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the “*Facility*”); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, on June 15, 2021 the Agency completed the SEQRA review of the Project, which constitutes a “Type I Action”, by adopting a resolution (the “*SEQRA Resolution*”) wherein it determined that the Project will not have a significant adverse effect on the environment and authorized the issuance of a negative declaration; and

WHEREAS, on June 15, 2021, the Agency resolved to take official action toward the acquisition, reconstruction, renovation, equipping and completion of the Project (the “*Inducement Resolution*”); and

WHEREAS, as part of the Financial Assistance, the Company requested the Agency consider a 15-year payment in lieu of tax (the “*PILOT*”) schedule, as more fully described on Exhibit “A” attached hereto, which schedule conforms with the Agency’s Uniform Tax Exemption Policy (“*UTEP*”) established pursuant to General Municipal Law Section 874(4); and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the proposed PILOT, as part of the Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Syracuse; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the

Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act and as set forth in the Inducement Resolution; and (iii) undertaking the Project will advance job opportunities in the State and promote the general prosperity and economic welfare of the inhabitants of the City of Syracuse in furtherance of the purposes of the Act.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon the representations made by the Company to the Agency, and the reasons presented by the Company in support of its request for the PILOT schedule, and subject to compliance with the terms of the Inducement Resolution, the Agency hereby approves and the (Vice) Chair and Executive Director, acting individually, are each authorized to execute and deliver a PILOT agreement (the "*PILOT Agreement*") providing for the PILOT schedule attached as **Exhibit "A"** hereto, all in such form and substance as shall be substantially the same as used by the Agency for other similar transactions and consistent with this Resolution and as approved by the Chair or Vice Chair of the Agency upon the advice of counsel to the Agency.

(2) The (Vice) Chair and/or Executive Director, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any and all such additional certificates, instruments, documents or affidavits, all in substantially the same form as used by the Agency in other similar transactions, and to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to herein as the (Vice) Chair shall approve, and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

(3) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(4) Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare for submission to the Agency, all documents necessary to effect the grant of the Financial Assistance set forth herein and consummate the PILOT agreement.

(5) The Secretary and/or the Executive Director of the Agency are hereby authorized to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(6) This Resolution shall take effect immediately, but is subject to execution by the Company of the Lease Documents, a PILOT Agreement and the Agreement and Project Agreement (as defined in the Inducement Resolution and/or herein) and compliance with all other resolutions and other related documents adopted and/or approved by the Agency in conjunction with the Project and/or as set forth herein.

(7) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing Resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "**Agency**") held on June 15, 2021, with the original thereof on file in my office, and that the same (including any and all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020 ("**EO 202.1**"), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 7/6/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E36E932BE24D9...
Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"

PROPOSED PILOT SCHEDULE

Total Annual Payment

<i>Year</i>	<i>Amount</i>
1	\$149,874.92
2	\$152,872.42
3	\$155,929.87
4	\$159,048.46
5	\$162,229.43
6	\$165,474.02
7	\$168,783.50
8	\$172,159.17
9	\$175,602.36
10	\$179,114.40
11	\$218,466.78
12	\$259,321.61
13	\$301,723.24
14	\$345,717.21
15	\$391,350.25
Total	\$3,157,667.64

EXHIBIT "I"

FINAL APPROVING RESOLUTION

FINAL APPROVING RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "**Agency**") held a meeting on the 15th day of June, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4>; (or by accessing the link on the Agency's website) and using meeting number 173 245 5085 and password DNehTqMm478; or via telephone at (408) 418-9388 with access code: 173 245 5085, in conjunction with the matter set forth below.

PRESENT: Kathleen Murphy, Steven Thompson, Kenneth Kinsey and Dirk Sonneborn (in person) and Rickey T. Brown (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

THE FOLLOWING PERSONS WERE ALSO PRESENT: **Staff Present:** Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie (in person) and John Vavonese (via tele/videoconference, in accordance with the Governor's Executive Order 202.1); **Others Present:** Matthew Oja (in person) and Christopher Bianchi, Scott Dumas, Charles Wallace, Christine Stevens, Jeff Appel and Rick Moriarty (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

The following resolution was offered by Dirk Sonneborn and seconded by Kenneth Kinsey:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A COMMERCIAL PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, 101 North Salina St, LLC, or an entity to be formed (the "**Company**"), by application dated May 7, 2021 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "**Building**")

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

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on June 15, 2021 pursuant to Section 859-a of the Act, notice of which was published on June 3, 2021, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated June 1, 2021; and

WHEREAS, the Agency adopted a resolution on August 21, 2018 (the “*Lead Agency Resolution*”) entitled:

RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION AND DECLARING THE INTENT OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY TO BE LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on June 15, 2021 (the “*SEQRA Resolution*”) entitled:

RESOLUTION DETERMINING THAT THE UNDERTAKING OF A CERTAIN PROJECT AT THE REQUEST OF 101 NORTH SALINA ST, LLC WILL NOT

HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on June 15, 2021 (the “*Inducement Resolution*”) entitled:

RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A PROJECT; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on June 15, 2021 (the “*PILOT Resolution*”) entitled:

RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION THEREWITH

which resolution is in full force and effect and has not been amended or modified; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

Section 1. Based upon the representations made by the Company to the Agency and after consideration of the comments received at the public hearing, if any, the Agency hereby ratifies its SEQRA Resolution, Inducement Resolution and the PILOT Resolution with respect to the Project and Financial Assistance, and makes the following findings and determinations:

(a) The acquisition of a controlling interest in the Project Facility by the Agency, the granting of the approved Financial Assistance in accordance with the Inducement Resolution and the designation of the Company as the Agency’s agent for completion of the Project will be an inducement to, and permit, the Company to develop and operate the Project Facility in the City of Syracuse, thus serving the public purposes of Article 18-A of the General Municipal Law of New York State by promoting and preserving the job opportunities, general

prosperity, health and economic welfare of the inhabitants of the City of Syracuse (the “*City*”) in furtherance of the purposes of the Act;

(b) The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act and as set forth in the Inducement Resolution;

(c) The commitment of the Agency to provide the approved Financial Assistance in accordance with the Inducement Resolution to the Company will enable and induce the Company to acquire, reconstruct, renovate, equip and complete the Project Facility and help provide much needed affordable housing in the City of Syracuse;

(d) The acquisition, reconstruction, renovation, equipping and completion of the Project Facility and the attendant promotion of the local economy will advance the job opportunities, health, prosperity and economic welfare of the people of the City and the granting of the Financial Assistance is a necessary component to the financing of the Project;

(e) The Project Facility constitutes a “project” within the meaning of the Act;
and

(f) It is desirable and in the public interest for the Agency to grant Financial Assistance in connection with the Project.

Section 2. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. The Project will serve the public purposes of Article 18-A of the General Municipal Law of the State of New York by advancing job opportunities and promoting economic development.

Section 3. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 4. Subject to the conditions set forth in this and prior resolutions adopted by the Agency, the Project Agreement and the Agreement (each as defined in the Inducement Resolution), the Agency will: (A) acquire a controlling interest in the Project Facility; (B) lease or sell the Land and Facility from the Company pursuant to a lease or sale agreement between the Agency and the Company (the “*Company Lease*”); acquire an interest in the Equipment pursuant to a bill of sale from the Company (the “*Bill of Sale*”); and sublease or sell the Project Facility to the Company pursuant to a sublease or sale agreement (the “*Agency Lease*”); (C) secure the Company’s borrowings with respect to the Project Facility by joining in

one or more construction or permanent mortgages on the Project Facility in favor of the Company's lenders(s); (D) provide the approved Financial Assistance; and (E) execute and deliver any other documents necessary to effectuate the actions contemplated by and consistent with this Resolution upon the advice of counsel to the Agency.

Section 5. The (Vice) Chair and the Executive Director of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified in Section 4 of this Resolution as well as the Lease Documents (as defined in the Inducement Resolution) and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to in Section 4 of this Resolution and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

Section 6. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 7. Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare, for submission to the (Vice)Chair and/or the Executive Director, all documents necessary to effect the undertaking of the Project and the grant of Financial Assistance in connection with the Project.

Section 8. The approvals provided for herein are contingent upon the Company's payment of all of the Agency's fees and costs, including but not limited to attorney's fees.

Section 9. The Secretary and/or Executive Director of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 10. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "**Agency**") held on June 15, 2021, with the original thereof on file in my office, and that the same (including any and all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020 ("**EO 202.1**"), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 7/6/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E35E032BE24D9

Rickey T. Brown, Secretary

(SEAL)

EXHIBIT "J"

TEMPORARY APPOINTMENT RESOLUTION

APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on July 20, 2021 at 8:00 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Rickey T. Brown, Dirk Sonneborn

EXCUSED: Kenneth Kinsey

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie and John Vavonese; Others Present: Aggie Lane, Joe Marusa, Peter King, Elmore Davis, Rick Moriarty

The following resolution was offered by Dirk Sonneborn and seconded by Rickey T. Brown:

RESOLUTION APPROVING THE TEMPORARY APPOINTMENT OF THE COMPANY AS AGENT OF THE AGENCY WITH RESPECT TO A PROJECT AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, by application dated on or about May 7, 2021 (the "**Application**"), 101 North Salina St, LLC, or an entity to be formed (the "**Company**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "**Building**") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "**Land**"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business

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

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on June 15, 2021 pursuant to Section 859-a of the Act, notice of which was published on June 3, 2021, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated June 1, 2021; and

WHEREAS, by resolution adopted June 15, 2021 (the “*SEORA Resolution*”), the Agency determined that the Project will not have a significant effect on the environment; and

WHEREAS, pursuant to a resolution adopted by the Agency on June 15, 2021 (the “*Inducement Resolution*”), the Agency approved the undertaking of the Project and the appointment of the Company as its agent for purposes of completing the Project; and

WHEREAS, the Inducement Resolution authorized State and local sales and use tax exemptions for the Project in an amount not to exceed **\$435,488**; and

WHEREAS, the Company is working to complete its financing on the Project but needs to take full advantage of the construction season in order to stay on schedule including ordering certain materials and/or commencing with the renovations/reconstruction. As such, the Company is requesting the Agency execute and deliver a temporary sales tax exemption appointment through October 20, 2021 (the “*Temporary Period*”), prior to the closing on the lease transactional documents with the Agency relative to the Project, such that the Company can commence with the renovations and reconstruction and benefit from the exemption from State and local sales and use taxes while finalizing its financing (the “*Temporary Appointment*”).

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and

develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

(2) Based upon the representations made by the Company to the Agency, the Agency hereby makes the following findings and determinations:

(a) The action taken pursuant to this Resolution does not amount to a significant change in the Project from what was originally approved by the Agency, and therefore no further review under SEQRA is required.

(b) Pursuant to the terms of the Inducement Resolution, the amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved by the Agency for the Project shall not exceed **\$435,488**.

(c) The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to the Company's Temporary Appointment as agent of the Agency and to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

(d) The Agency approves the Company's Temporary Appointment and delivery of an appointment letter (the "**Letter**") subject to execution of an interim project agreement by and between the Company and the Agency (the "**Interim Project Agreement**") as well as any necessary and related documents, including but not limited to, an Environmental Compliance and Indemnification Agreement, a Bill of Sale and a general certificate (collectively with the Letter and the Interim Project Agreement, the "**Temporary Documents**"), all effective through the Temporary Period.

(e) As a condition precedent to the Agency's execution and delivery of the Temporary Documents, the Company has, or will: (i) execute and deliver the Agreement (as defined in the Inducement Resolution) and the Temporary Documents; (ii) agree to comply with the provisions thereof and of the Act; and (iii) remit to the Agency 25% of the Agency's administrative fee (currently based on the Company's Application) as well as the Agency's legal fees associated with the issuance of the Temporary Documents, if so required by the Agency.

(f) The Agency approves, subject to the terms hereof, the execution and delivery of the Temporary Documents effective through **October 20, 2021**; and the Chair, Vice Chairman and/or Executive Director of the Agency are each hereby authorized, upon review and advice of counsel, on behalf of the Agency, to execute and deliver the Temporary Documents, in form and substance similar to other such agreements entered into by the Agency. The execution thereof by the Chair, Vice Chairman or Executive Director constitutes conclusive evidence of such approval.

(g) The Company may utilize, and is hereby authorized to appoint, subject to the terms and conditions of the Project Agreement (including the execution by the Additional Agent (as defined herein) of a Sub-Agent Agreement (as defined in the Project Agreement)), a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, “*Additional Agents*”) to proceed with the construction and equipping of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf provided the Company execute, deliver and comply with the Temporary Documents. The Company shall provide, or cause Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project, and the Company shall, and cause each Additional Agent to, make such records available to the Agency and the State Commissioner of Taxation and Finance (the “*Commissioner*”) upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project’s receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Company, the Agency or its designee upon request.

(h) Bousquet Holstein PLLC, as counsel to the Agency is hereby authorized to work with the Company and others to prepare the Temporary Documents and all documents necessary to effect the intent of this Resolution.

(i) Should the Agency’s participation in the Temporary Documents regarding the Project Facility be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency’s counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Letter and Interim Project Agreement, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

(j) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(k) This Resolution shall take effect immediately.

(l) The Secretary of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(m) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Approving Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “Agency”) held on July 20, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 7/22/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:

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Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "K"

LOCAL ACCESS WAIVER 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 the Governor Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, as extended from time to time including September 2, 2021, the City of Syracuse Industrial Development Agency (the "**Agency**") held a special meeting on the 30th day of September, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=mc0bb61adbeed18e60a21b1f9a98234e0>; (or by accessing the link on the Agency's website) and using meeting number 2336 173 6505 and password zXsv2rKSq36; or via telephone at (408) 418-9388 with access code: 2336 173 6505, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson Rickey T. Brown and Kenneth Kinsey

EXCUSED: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Staff Present: Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie and John Vavonese; Others Present: John Sidd, Esq., Lindsey Haubenreich, Esq., Milan Tyler, Esq., Jeffrey Appel, Khash Bayani, Spiro Spilotis, Christine Stevens, M. Braun

The following resolution was offered by Steven Thompson and seconded by Rickey T. Brown:

RESOLUTION AUTHORIZING A WAIVER OF THE AGENCY'S LOCAL ACCESS POLICY

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, by application dated on or about May 7, 2021 (the "**Application**"), 101 North Salina St, LLC, or an entity to be formed (the "**Company**"), requested the Agency

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

WHEREAS, the Company and the Agency intend to close on the Project and execute the necessary lease transactional documents, including but not limited to a Local Access Agreement whereby the Company will acknowledge and agree to be bound by the Agency's Local Access Policy which provides, in part, that the Company and its additional agents utilize local labor, contractors and suppliers for the construction, reconstruction, renovation, equipping and completion of the Project Facility. For purposes of the Local Access Policy, the term "**local**" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties (the "**Approved Counties**"); and

WHEREAS, by correspondence dated September 23, 2021, the Company requested a waiver of the Agency's Local Access Policy (the "**Waiver**") for a portion of its tenant buildout forming part of the Project. Pursuant to the terms of the Company's lease with ChaseDesign, (the "**Tenant**"), the Company is obligated to build out certain of the Tenant's space in accordance with their design specifications. The Tenant's parent company requires the use of preferred vendors for certain products including carpeting and lighting. As a result, the Tenant is obligated to comply with these requirements which it has included in its lease with the Company relative to the build-out; and

WHEREAS, the total dollar value of the carpet, not including sales tax, is estimated to be \$130,000. The Company believes, but cannot guaranty, that the installers will be local. In addition, the total dollar value of the light fixtures, not including sales tax, is estimated to be \$340,000 which represents a fraction of the total dollar value of the electrical scope of work. It

is noted that the electrician installing the fixtures is local (all of the foregoing, collectively, the "*Work*"); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "**SEQRA**"), the Agency is required to make a determination as to whether the "action" (as said quoted term is defined in SEQRA) to be taken by the Agency may have a "significant impact on the environment" (as said quoted term is utilized in SEQRA). The Agency has classified the granting of the Waiver and the approval of the Transfers as a "Type II" action as that term is defined under SEQRA, and therefore no further review is required.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency hereby makes the following findings and determinations:

- (a) the action authorized pursuant to this Resolution constitutes a Type II action under SEQRA and no further review is required; and
- (b) the Agency authorizes the Waiver solely for the Work as set forth herein.

(2) The Waiver provided for herein shall apply only to the specific Work set forth herein and shall not be construed to waive any other requirements relative to any other contractors, subcontractors or suppliers under the Agency's Local Access Policy for any labor, equipment or supplies.

(3) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(4) The Secretary and/or the Executive Director of the Agency is hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(5) This Resolution shall take effect immediately. A copy of this Resolution, together with any attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	

The foregoing Approving Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "**Agency**") held on September 30, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020 ("**EO 202.1**"), as amended and extended from time to time, such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 10/13/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E35E032BE24D9

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "L"

RESOLUTION EXTENDING TEMPORARY APPOINTMENT

APPROVING RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to the Governor's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, as extended from time to time including September 2, 2021, the City of Syracuse Industrial Development Agency (the "*Agency*") held a special meeting on the 30th day of September, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=mc0bb61adbeed18e60a21b1f9a98234e0>; (or by accessing the link on the Agency's website) and using meeting number 2336 173 6505 and password zXsv2rKSq36; or via telephone at (408) 418-9388 with access code: 2336 173 6505, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson Rickey T. Brown and Kenneth Kinsey

EXCUSED: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Staff Present: Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie and John Vavonese; Others Present: John Sidd, Esq., Lindsey Haubenreich, Esq., Milan Tyler, Esq., Jeffrey Appel, Khash Bayani, Spiro Spilotis, Christine Stevens, M. Braun

The following resolution was offered by Steven Thompson and seconded by Rickey T. Brown:

RESOLUTION APPROVING THE EXTENSION OF THE TEMPORARY APPOINTMENT OF THE COMPANY AS AGENT OF THE AGENCY UNTIL NOVEMBER 20, 2021; AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the City of Syracuse Industrial Development Agency (the "*Agency*") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "*State*"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "*Act*"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, by application dated on or about May 7, 2021 (the "**Application**"), 101 North Salina St, LLC, or an entity to be formed (the "**Company**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "**Building**") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "**Land**"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "**Facility**"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by resolution adopted June 15, 2021 (the "**SEQRA Resolution**"), the Agency determined that the Project will not have a significant effect on the environment; and

WHEREAS, on June 15, 2021, the Agency adopted a resolution which, among other things, authorized the Agency to undertake the Project and appoint the Company as its agent for purposes of acquiring, renovating and equipping the Project Facility (the "**Inducement Resolution**") subject to the terms thereof and the execution of an agency agreement in substantially the same form attached to the Inducement Resolution (the "**Agency Agreement**"); and

WHEREAS, by resolution adopted on July 20, 2021, at the request of the Company, the Agency authorized the temporary appointment of the Company as the Agency's agent for purposes of undertaking certain work with respect to the Project Facility prior to the Company being able to close on the lease transaction with the Agency (the "**Lease Transaction**"), such that the Company could benefit from exemptions from State and local sales and use tax in an amount not to exceed \$435,488 (the "**Temporary Appointment**"); and

WHEREAS, to effectuate the Temporary Appointment, the Agency and Company executed an Interim Project Agreement (the "**Interim Project Agreement**"), a Bill of Sale and an

Environmental Compliance and Indemnification Agreement each dated August 10, 2021, each in favor of the Agency, and the Agency issued a Temporary Sales Tax Appointment Letter to the Company on August 10, 2021 (the "**Letter**") and a Form ST-60 – IDA Appointment of Project Operator or Agency for Sales Tax Purposes was filed with the New York State Department of Taxation and Finance. The Temporary Appointment is set to expire on October 20, 2021; and

WHEREAS, the Company has requested an extension of the Company's Temporary Appointment through and including November 20, 2021 to allow the Company time to complete its financing on the Project and close on the lease transaction with the Agency while continuing to benefit from the Temporary Appointment to ensure continue work on the Project (the "**Extension**"); and

WHEREAS, the Extension is in furtherance of the financial assistance that was previously approved for the Project, which underwent an environmental review by the Agency pursuant to the State Environmental Quality Review Act ("**SEQRA**"), and the present request for Extension does not require reconsideration or further review by the Agency under SEQRA. .

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency hereby makes the following findings and determinations:

(a) The granting of the Extension of the Temporary Appointment does not require reconsideration or further review by the Agency under SEQRA.

(b) The Agency authorizes the Extension of the Temporary Appointment of the Company through and including **November 20, 2021**.

(c) By operation of, and subject to the terms of, this Resolution, the Temporary Appointment shall be extended through and including **November 20, 2021** but all other terms and conditions of the Interim Project Agreement remain unchanged and in full force and effect.

(d) By accepting the Extension and benefitting therefrom, the Company shall acknowledge that regardless of whether the Company closes on the lease transaction or receives any additional benefits from the Agency, the Company shall nonetheless be responsible for all legal fees incurred by the Agency; and that failure to close on the lease transaction on or before **November 20, 2021** will result in the Agency seeking to recapture all of the State and local sales and use tax exemptions realized by the Project from the Company.

(2) The Agency is authorized to execute any and all documents necessary to effectuate the Extension and the sales tax appointment agent status of the Company and/or its Additional Agents (as that term is defined in the Agency's Inducement Resolution) (collectively, the "**Extension Documents**") including but not limited to revisions or amendments of the Interim Project Agreement, issuance of a new Sales Tax Appointment Extension Letter and an

amendment or extension of the appropriate “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each of the applicable entities; and the (Vice) Chair and Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the documents upon the advice of counsel to the Agency. The execution thereof by the Executive Director, Chair or Vice Chair constitutes conclusive evidence of such approval.

(3) As a further condition of the Extension, the Company will: (i) confirm that all insurance as well as Environmental Compliance and Indemnification Agreement executed and delivered in conjunction with the Interim Project Agreement, remains in full force and effect and will continue to do so for so long as the Extension is in effect and in accordance with its terms; (ii) submit to the Agency any applicable information, including but not limited to proof of insurance naming the Agency as an additional insured pursuant to the Agency’s requirements, requested by the Agency with respect to the Extension; (iii) certify that any and all Financial Assistance being provided and/or used pursuant to this Resolution is being used on the Project as described herein; (iv) remit and/or acknowledge its obligation to pay all legal fees incurred by the Agency in exchange for the Agency’s grant of the Extension; and (v) submit any proof required by the Agency demonstrating that the Company has not realized State and local sales and use tax exemptions in excess of what was authorized for the Project.

(4) The Company shall execute and deliver any and all documents required by the Agency in connection with the Extension and to carry out the intent of this Resolution; and

(5) The Company shall provide or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to make such records available to the Agency and the State Commissioner of Taxation and Finance (the “*Commissioner*”) upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project’s receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request.

(6) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(7) The Secretary of the Agency is hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(8) This Resolution shall become effective immediately. A copy of this Resolution, together with any attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	

The foregoing Approving Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "**Agency**") held on September 30, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020 ("**EO 202.1**"), as amended and extended from time to time, such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 10/13/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "M"

RESOLUTION EXTENDING TEMPORARY APPOINTMENT

APPROVING RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant the Governor's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, as extended on September 2, 2021, the City of Syracuse Industrial Development Agency (the "**Agency**") held a meeting on the 16th day of November, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m6c4260a80e517c7a9491ad0f6b85d5e5> (or by accessing the link on the Agency's website) and using meeting number 2337 048 1609 and password 8yxJn2JXNS4; or via telephone at (408) 418-9388 with access code: 8yxJn2JXNS4, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson, Rickey T. Brown, Kenneth Kinsey, Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Staff Present: Judith DeLaney, Susan Katzoff, Esq. and Lori McRobbie; Others Present: Timothy Lynn, Esq., Christopher Bianchi, Jeremy Thurston, Milan Tyler, Esq., Lindsey Haubenreich, Esq., John Lenio, Megan Craig, Mitch Latimer, Karoline Leonard, TJ Shaw, Jim Masson, Charles Wallace, Rick Moriarty

The following resolution was offered by Dirk Sonneborn and seconded by Steven Thompson:

**RESOLUTION APPROVING THE EXTENSION OF THE
TEMPORARY APPOINTMENT OF THE COMPANY AS
AGENT OF THE AGENCY UNTIL DECEMBER 31, 2021;
AND THE EXECUTION AND DELIVERY OF CERTAIN
DOCUMENTS IN CONNECTION THEREWITH**

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, by application dated on or about May 7, 2021 (the "**Application**"), 101 North Salina St, LLC, or an entity to be formed (the "**Company**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "**Building**") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "**Land**"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "**Facility**"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by resolution adopted June 15, 2021 (the "**SEQRA Resolution**"), the Agency determined that the Project will not have a significant effect on the environment; and

WHEREAS, on June 15, 2021, the Agency adopted a resolution which, among other things, authorized the Agency to undertake the Project and appoint the Company as its agent for purposes of acquiring, renovating and equipping the Project Facility (the "**Inducement Resolution**") subject to the terms thereof and the execution of an agency agreement in substantially the same form attached to the Inducement Resolution (the "**Agency Agreement**"); and

WHEREAS, by resolution adopted on July 20, 2021, at the request of the Company, the Agency authorized the temporary appointment of the Company as the Agency's agent for purposes of undertaking certain work with respect to the Project Facility prior to the Company being able to close on the lease transaction with the Agency (the "**Lease Transaction**"), such that the Company could benefit from exemptions from State and local sales and use tax in an amount not to exceed **\$435,488** (the "**Temporary Appointment**"); and

WHEREAS, to effectuate the Temporary Appointment, the Agency and Company executed an Interim Project Agreement (the "**Interim Project Agreement**"), a Bill of Sale and an Environmental Compliance and Indemnification Agreement each dated August 10, 2021, each in

favor of the Agency, and the Agency issued a Temporary Sales Tax Appointment Letter to the Company on August 10, 2021 (the "**Letter**") and a Form ST-60 – IDA Appointment of Project Operator or Agency for Sales Tax Purposes (all of the foregoing, collectively, the "**Temporary Documents**") was filed with the New York State Department of Taxation and Finance. The Temporary Appointment was set to expire on October 20, 2021; and

WHEREAS, thereafter, the Company requested and on September 30, 2021 the Agency approved, an extension of the Company's Temporary Appointment through and including November 20, 2021; and

WHEREAS, by correspondence dated November 5, 2021, the Company requested an additional extension of the Temporary Appointment and the Temporary Documents through and including December 31, 2021 to allow the Company time to complete its financing on the Project and close on the lease transaction with the Agency while continuing to benefit from the Temporary Appointment to and continue work on the Project (the "**Extension**"); and

WHEREAS, the Extension is in furtherance of the financial assistance that was previously approved for the Project, which underwent an environmental review by the Agency pursuant to the State Environmental Quality Review Act ("**SEQRA**"), and the present request for Extension does not require reconsideration or further review by the Agency under SEQRA.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency hereby makes the following findings and determinations:

(a) The granting of the Extension of the Temporary Appointment does not require reconsideration or further review by the Agency under SEQRA.

(b) Subject to the acceptance of the terms herein by the Company and the execution and delivery by the Company of any and all documents deemed necessary by the Agency to effectuate the terms hereof, the Agency authorizes the Extension of the Temporary Appointment of the Company through and including **December 31, 2021 and the execution and delivery of all amendments and/or documents necessary to extend the Temporary Documents to reflect the Extension.**

(c) By operation of, and subject to the terms of, this Resolution, the Temporary Appointment shall be extended through and including **December 31, 2021** but all other terms and conditions of the Temporary Documents shall remain unchanged and in full force and effect.

(d) By accepting the Extension and benefitting therefrom, the Company shall acknowledge that regardless of whether the Company closes on the lease transaction or receives any additional benefits from the Agency, the Company shall nonetheless be responsible for all legal fees incurred by the Agency with such legal fees due on or before December 31, 2021; and

that failure to close on the lease transaction on or before **December 31, 2021** will result in the Agency seeking to recapture all of the State and local sales and use tax exemptions realized by the Project from the Company.

(2) The Agency is authorized to execute any and all documents necessary to effectuate the Extension and the sales tax appointment agent status of the Company and/or its Additional Agents (as that term is defined in the Agency's Inducement Resolution) (collectively, the "**Extension Documents**") including but not limited to revisions or amendments of the Interim Project Agreement, issuance of a new Sales Tax Appointment Extension Letter and an amendment or extension of the appropriate "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (Form ST-60) for each of the applicable entities; and the (Vice) Chair and Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the documents upon the advice of counsel to the Agency. The execution thereof by the Executive Director, Chair or Vice Chair constitutes conclusive evidence of such approval.

(3) As a further condition of the Extension, the Company will confirm: (i) and provide proof of insurance naming the Agency as an additional insured pursuant to the Agency's requirements, requested by the Agency with respect to the Extension, as needed; and (ii) that the Environmental Compliance and Indemnification Agreement executed and delivered in conjunction with the Interim Project Agreement, remains in full force and effect and will continue to do so for so long as the Extension is in effect and in accordance with its terms;; (iii) certify that any and all Financial Assistance being provided and/or used pursuant to this Resolution is being used on the Project as described herein; (iv) remit and/or acknowledge its obligation to pay all legal fees incurred by the Agency in exchange for the Agency's grant of the Extension; and (v) submit any proof required by the Agency demonstrating that the Company has not realized State and local sales and use tax exemptions in excess of what was authorized for the Project.

(4) The Company shall execute and deliver any and all documents required by the Agency in connection with the Extension and to carry out the intent of this Resolution; and

(5) The Company shall provide or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to make such records available to the Agency and the State Commissioner of Taxation and Finance (the "**Commissioner**") upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project's receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request.

(6) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(7) The Secretary of the Agency is hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(8) This Resolution shall become effective immediately. A copy of this Resolution, together with any attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	
Dirk Sonneborn	X	

The foregoing Approving Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "**Agency**") held on November 16, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020 ("**EO 202.1**"), as amended and extended from time to time, such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 12/2/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:

05E95E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

GENERAL CERTIFICATE OF

101 NORTH SALINA ST, LLC

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

The Project Facility is owned by the Company. The Company will lease the Land and Facility to the Agency pursuant to a Company Lease Agreement dated as of December 1, 2021 (the “*Company Lease*”) and transfer its interest in the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2021 (the “*Bill of Sale*”) and the Agency will sublease the Project Facility back to the Company pursuant to an Agency Lease Agreement dated as of December 1, 2021 (the “*Agency Lease*”).

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to such terms in the Agency Lease, except that, for purposes of this certificate: (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this Certificate and not as of any future date; and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

The undersigned does hereby certify as follows:

1. Attached hereto as **Exhibit “A”** is a true, correct and complete copy of the Articles of Organization of the Company and any amendments thereto filed with the New York State Secretary of State with proof of publication thereof attached thereto, which Certificate (including any amendments) are in full force and effect on the date hereof.

2. Attached hereto as **Exhibit “B”** is a true, correct and complete copy of the Company’s Operating Agreement, and any amendments thereto, and such Operating Agreement, as may have been amended, is in full force and effect on the date hereof.

3. The Company is, and at all times will be, a limited liability company, duly organized, validly existing and in good standing under the laws of New York State and authorized and licensed under the laws of New York State to transact business as a limited liability company for the purpose of owning and operating the Project Facility in New York State. Attached hereto as **Exhibit “C”** is a true and correct copy of a Certificate of Good Standing of the Company issued by the New York State Secretary of State.

4. The Company has full legal right, power and authority to execute and deliver the Company Documents and to consummate the transactions on the part of the Company contemplated by the Company Documents. The Company Documents have been duly authorized, executed, and delivered by the Managing Manager on behalf of the Company and are in full force and effect as of the date hereof. Attached hereto as **Exhibit “D”** is a true, correct and complete copy of the authorizing resolution of the Company (the “**Resolution**”) in respect of the execution, delivery and performance of the Company Documents.

5. The Company understands and agrees that, unless a written waiver is first obtained from the Agency, the Company and its Additional Agents shall utilize local labor, contractors and suppliers for the construction, renovation, reconstruction and equipping of the Project Facility. The term “**local**” shall mean Onondaga, Oswego, Madison, Cayuga, Oneida and Cortland Counties. The Company further understands and agrees that failure to comply with these local labor requirements may result in the revocation or recapture of benefits provided/approved to the Project by the Agency. In furtherance thereof, Appendix I to the Agency’s Application entitled “Local Access Agreement” has been completed and is attached hereto as **Exhibit “E”**.

6. The Company understands and agrees that it is the preference of the Agency that the Company provide opportunities for the purchase of goods and services from: (i) business enterprises located in the City; (ii) certified minority and or women-owned business enterprises; and (iii) business enterprises that employ residents of the City. The Company further understands and acknowledges that consideration will be given by the Agency to the Company’s efforts to comply, and compliance, with this objective at any time an extension of benefits is sought or involvement by the Agency with the Project is requested by the Company.

7. All consents, approvals, authorizations or orders of, notices to, or filings, registrations or declarations with, any court or governmental authority, board, agency,

commission or body having jurisdiction which are required on behalf of the Company or for the execution and delivery by the Company of the Company Documents or the consummation on the part of the Company of the transactions contemplated thereby have been obtained.

8. After performing due diligence, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity (before or by any court, agency, arbitrator, public board or body or other entity or person) pending or threatened against or affecting the Company or, to the knowledge of the Company, any basis therefor: (i) in any way affecting the organization, existence or good standing of the Company; (ii) contesting or materially affecting the validity or enforceability of the Company Documents; (iii) contesting the powers of the Company or its authority with respect to the Company Documents; (iv) contesting the authority of the Company to act on behalf of the Company or the authority of the representatives of the Company to act on behalf of the Company; (v) wherein an unfavorable decision, ruling or finding would have a material adverse effect on: (A) the financial condition or operations of the Company; or (B) the consummation on the part of the Company of the transactions contemplated by any Company Documents.

9. The execution and delivery by the Company of the Company Documents and the consummation by the Company of the transactions contemplated thereby are not prohibited by, do not violate any provision of, and will not result in a breach of or default under: (i) the organizational documents of the Company; (ii) any applicable law, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental body or other requirement to which the Company is subject; or (iii) any contract, agreement, mortgage, lease, guaranty, commitment or other obligation or instrument to which the Company is a party or by which the Company or its properties is bound.

10. All information concerning the Project Facility and the Company submitted to the Agency and any Mortgagee by the Company is true and correct in all material respects and does not omit to state a material fact necessary to make the statements therein not misleading.

11. Assuming the valid authorization, execution and delivery of the Agency Lease and the other Company Documents by the other parties thereto, the Agency Lease and the other Company Documents are the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity. No default by the Company or, to the best of knowledge of the undersigned, no event of default on the part of any other party to the Company Documents has occurred or is continuing and no event has occurred which, with the giving of notice or passage of time or both, would be such an event of default. The Company has duly authorized the taking of and has taken all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

12. All permits (including building permits), licenses and authorizations necessary for the construction, ownership and operation of the Project in the manner contemplated by each of the Company Documents have been obtained or will be obtained, and said construction,


ownership and operation will not, to the best knowledge of the Company, conflict with any zoning or similar ordinance applicable to the Project. To the best of the Company's knowledge, the Project conforms to all material environmental regulations.

13. There is no Event of Default or default on the part of the Company under the, Project Agreement, the Company Lease, the Agency Lease, the Mortgage, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement, the Temporary Documents or any other Company Document, and no event has occurred and is continuing which, after notice or passage of time or both, would give rise to a default under any thereof.

14. The Project Agreement, the Company Lease, the Agency Lease, the Mortgage, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the other Company Documents are in full force and effect and the Company has not assigned or pledged any of its rights under these documents.

15. The Company restates and affirms all of the obligations, representations and covenants in the Agency Lease and the Project Agreement and incorporates same herein by reference as if fully set forth herein.

16. The authorized representatives of the Company who, pursuant to the Resolution, are authorized to execute the Company Documents and the office held by each person are as set forth below. The signature set opposite the name of such officer, if any, is a genuine specimen of such officer's signature:

<u>Name</u>	<u>Signature</u>	<u>Office/Title</u>
David C. Nutting		Member of 101 North Salina St Manager, LLC, the Manager of 101 North Salina St, LLC

17. The Company represents and warrants that it has no employees and therefore is not now required to carry worker's compensation insurance. The Company represents and acknowledges that in the event it hires any employees in the future, it has an obligation pursuant to the Agency Lease, dated as of December 1, 2021 by and between the Company and the Agency, to obtain worker's compensation insurance and provide proof of same to the Agency.

IN WITNESS WHEREOF, I have set my hand and signature as officer of the Company as of December 1, 2021.

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC

Its: Manager

By: 
David C. Nutting, Member

EXHIBIT "A"
ARTICLES OF ORGANIZATION

**ARTICLES OF ORGANIZATION
OF**

101 North Salina St, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

101 North Salina St, LLC

SECOND: The county, within this state, in which the office of the limited liability company is to be located is **ONONDAGA**.

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

101 North Salina St, LLC
One Websters Landing
Syracuse, NY 13202

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

Tatia Campbell, Organizer (signature)

Tatia Campbell , ORGANIZER
One Websters Landing
Syracuse, NY 13202

Filed by:
Tatia Campbell
One Websters Landing
Syracuse, NY 13202

FILED WITH THE NYS DEPARTMENT OF STATE ON: 01/17/2017

FILE NUMBER: 170117010189; DOS ID: 5068595



CERTIFICATE OF PUBLICATION
OF

101 North Salina St, LLC

(Name of Domestic Limited Liability Company)

Under Section 206 of the Limited Liability Company Law

The undersigned is the *(Check appropriate box)* Member Manager Authorized Person
of 101 North Salina St, LLC

(Name of Domestic Limited Liability Company)

If the name of the limited liability company has changed, the name under which it was
organized is: _____

The articles of organization were filed by the Department of State on: January 17, 2017

The published notices described in the annexed affidavits of publication contain all of the information
required by Section 206 of the Limited Liability Company Law.

The newspapers described in such affidavits of publication satisfy the requirements set forth in the Limited
Liability Company Law and the designation made by the county clerk.

I certify the foregoing statements to be true under penalties of perjury.

March 28, 2017

(Date)

x Tatia Campbell
(Signature)

Tatia Campbell, Organizer

(Type or Print Name)

CERTIFICATE OF PUBLICATION
OF

101 North Salina St, LLC

(Name of Domestic Limited Liability Company)

Under Section 206 of the Limited Liability Company Law

Filed By: Tatia Campbell
(Name)

One Webster's Landing
(Mailing Address)

Syracuse, NY 13202
(City, State and Zip Code)

NOTES:

1. The name of the limited liability company and the date of filing of the articles of organization must exactly match the records of the Department of State. This information should be verified on the Department of State's website at www.dos.ny.gov.
2. This form was prepared by the New York State Department of State for filing a certificate of publication for a domestic limited liability company. You are not required to use this form. You may draft your own form or use forms available from legal stationery stores.
3. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
4. This certificate of publication, with the affidavits of publication of the newspapers annexed thereto, must be submitted with a **\$50** filing fee payable to the Department of State.

(For office use only)

Attach this page after the affidavits of publication.

MAR 23 2017

Affidavit of Publication
Under Section #206
of the Limited Liability Company Law

State of New York
County of Onondaga }SS.:

The undersigned is the authorized designee of COMMUNITY MEDIA GROUP, LLC
the publisher of EAGLE BULLETIN a weekly
newspaper published in Manlius, New York. A notice regarding
101 NORTH SALINA ST, LLC was published in said
newspaper once in each week for six successive weeks, commencing on
01/25/2017 and ending on 03/01/2017.

The text of the notice as published in said newspaper is as set
forth below, or in the annexed exhibit. This newspaper has been
designated by clerk of Onondaga County for this purpose.

01/25/2017 02/01/2017 02/08/2017 02/15/2017
02/22/2017 03/01/2017

Signature: Shannon Christian
By: Shannon Christian, Authorized Designee of David Tyler
COMMUNITY MEDIA GROUP, LLC

Sworn to before me this 2nd day of March , 2017
Notary Public Gayle M. Alexander

Gayle M. Alexander
Notary Public, State of New York
No. 01AL4977709
Qualified in Essex County

Commission expires: 02/11/2019
141902

MAR 23 2017

Ad text :

NOTICE OF FORMATION of 101 North Salina St, LLC ("LLC")
Articles of Organization was filed with NY Secretary of State
("NYSOS") on January 17, 2017, pursuant to LLC Law Section
203. Office location: Onondaga County. NYSOS is designated
as service of process agent for LLC. NYSOS shall mail copy of
process served to: One Webster's Landing, Syracuse, NY 13202.
Purpose: any lawful activities.
EB-140902

The Post-Standard

LEGAL AFFIDAVIT

INV#: 0008011001

syracuse.

MEDIA GROUP

syracuse.com | THE POST-STANDARD

VIP STRUCTURES
ONE WEBSTERS LNDG
SYRACUSE, NY 13202

Name: VIP STRUCTURES

Sales Rep: Pamela Gallagher

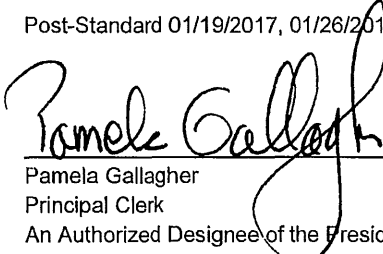
Account Number: 48725

INV#: 0008011001

Date	Position	Description	P.O. Number	Ad Size
02/23/2017	Other Legals NY	NOTICE OF FORMATION of 101 North Salina St, LLC ("LLC")	101 North Salina St, LI	1 x 19.00 CL

Under Section 206 of the Limited Liability Company Law of New York, County of Onondaga, ss: The undersigned is publisher of The Post-Standard, a daily newspaper published in Syracuse, New York. A notice regarding: 101 North Salina St, LLC was published in said newspaper once in each week for six successive weeks, commencing on 1/19/2017 and ending on 2/23/2017. The text of the notice as published in said newspaper is as set forth below or in the annexed exhibit. This newspaper has been designated by the Clerk of Onondaga County for this purpose.

Post-Standard 01/19/2017, 01/26/2017, 02/02/2017, 02/09/2017, 02/16/2017, 02/23/2017



Pamela Gallagher
Principal Clerk
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 23th day of February
2017



NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

KAREN M. MILLER BIALCZAK
Notary Public- State of New York
No. 01M16334505
Qualified in Onondaga County
My Commission Expires:

12/21/19

FEB 27 2017

Ad Number:0008011001

Date	Position	Description	P.O. Number	Ad Size
02/23/2017	Other Legals N	NOTICE OF FORMATION of 101 North Salina St, LLC ("LLC")	101 North Salina St	1 x 19.00 CL

NOTICE OF FORMATION of 101 North Salina St, LLC ("LLC"). Articles of Organization was filed with NY Secretary of State ("NYSOS") on January 17, 2017, pursuant to LLC Law Section 203. Office location: Onondaga County. NYSOS is designated as service of process agent for LLC. NYSOS shall mail copy of process served to: One Webster's Landing, Syracuse, NY 13202. Purpose: any lawful activities.

FEB 27 2017

EXHIBIT "B"
OPERATING AGREEMENT

**AMENDED AND RESTATED
OPERATING AGREEMENT
of
101 NORTH SALINA ST, LLC**

THE EQUITY INTERESTS REPRESENTED BY MEMBERSHIP UNITS PURSUANT TO THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH MEMBERSHIP UNITS MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER THE 1933 ACT AND SUCH LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

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**AMENDED AND RESTATED
OPERATING AGREEMENT
of
101 NORTH SALINA ST, LLC**

THIS AMENDED AND RESTATED OPERATING AGREEMENT is entered into and shall be effective as of the 1st day of September, 2021 by and among **101 NORTH SALINA ST MANAGER, LLC**, a New York limited liability company with an address at One Webster's Landing, Syracuse, New York 13202 (the "**Manager**"), and each and all of the individuals and entities listed on **Exhibit "A"** annexed hereto (each individually a "**Member**" and collectively, the "**Members**") with respect to **101 NORTH SALINA ST, LLC**, a New York limited liability company (the "**Company**").

WHEREAS, the Company was previously formed pursuant to the provisions of the Act; and

WHEREAS, the affairs of the Company are currently governed by that certain Operating Agreement of the Company dated as of January 17, 2017 (the "**Existing Agreement**"); and

WHEREAS, the parties desire to completely amend and restate the Existing Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend and restate the Existing Agreement to read in its entirety as follows:

**SECTION 1
DEFINED TERMS**

1.1 DEFINITIONS. The defined terms used in this Agreement (as indicated by the first letter of each word in the term being capitalized) shall, unless the context clearly requires otherwise, have the meanings specified in **Appendix "A"** and **Appendix "B"** at the end of this Agreement.

**SECTION 2
THE COMPANY**

2.1 CONTINUATION. The parties hereby agree to continue the Company pursuant to the provisions of the Act and upon the terms and conditions of this Agreement.

2.2 NAME. The name of the Company shall continue to be 101 North Salina St, LLC, a New York limited liability company, and all business of the Company shall be conducted in such name. The Manager may change the name of the Company at any time and from time to time. The Manager shall give notice of such change to the Members as soon thereafter as is practicable; provided, however, that the failure to give such notice shall not affect the validity of such change. The Company shall hold all of its assets and Property in the name of the Company and not in the name of any Member. The Company may conduct business under an assumed name by filing an assumed name certificate where required in the manner prescribed by applicable law.

2.3 PURPOSE. The purpose of the Company is to, directly or indirectly, acquire, own, hold, operate, lease, finance, sell, dispose of (however designated), improve, renovate and otherwise deal with the Project, and to take all actions reasonably necessary to hold, improve, entitle, maintain and sell such Project. The Company shall engage in no other business. The Company shall have the power and authority to enter into all transactions which are provided for in this Agreement and as may be necessary or incidental to accomplish or implement the purposes of the Company, including such powers as may be authorized by this Agreement or permitted under the Act, but in all events consistent with the terms, conditions and restrictions set forth in this Agreement. In no event shall the Company engage in any activity which is proscribed by the laws of the State of New York.

2.4 PRINCIPAL PLACE OF BUSINESS. The principal place of business of the Company shall be One Webster's Landing, Syracuse, New York 13202. The Manager may change the principal place of business of the Company at any time and from time to time. The Manager shall give notice of any such change to the Members as soon thereafter as is practicable; provided, however, that the failure to give such notice shall not affect the validity of such change.

2.5 TERM. The term of the Company shall be perpetual unless the Company is dissolved earlier as set forth in this Agreement.

2.6 FILINGS.

(a) The Articles of the Company have been filed in the office of the Secretary of State of the State of New York in accordance with the provisions of the Act. The Class A Members shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of New York. The Class A Members shall cause amendments to the Articles to be filed whenever required by the Act. Such amendments may be executed by any Class A Member or by any Person duly authorized by the Class A Members to authorize such amendments.

(b) The Manager shall execute and cause to be filed original or amended certificates and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company or similar type of entity under the laws of any other states or jurisdictions in which the Company engages in business.

SECTION 3
MEMBERS; CAPITAL CONTRIBUTIONS

3.1 MEMBERSHIP UNITS. The ownership of the Company shall hereafter be represented by Membership Units. The number of Membership Units the Company is authorized to issue is one hundred (100). The Manager may, at any time and from time to time, increase the number of authorized Membership Units.

3.2 CLASSES; VOTING RIGHTS. The Company shall consist of two (2) classes of Members (each a "Class" and collectively, the "Classes"): Class A Members and Class B Members. Class A Members shall consist of Members holding Class A Units and Class B Members shall consist of Members holding Class B Units. Of the currently authorized one hundred (100) Membership Units, ten (10) have been designated as Class A Units and ninety (90) have been designated as Class B Units. In the event any additional Membership Units are authorized, the Manager shall designate the Class of such Membership Units. Except as specifically set forth herein, the Class B Units shall not have any voting rights other than those non-waivable voting rights, if any, that are

expressly provided to holders of such Membership Units under the Act. Members holding Class A Units shall exercise all voting rights set forth in this Agreement and provided under the Act and any other applicable law.

3.3 MEMBERS.

(a) The name and address of the Class A Member is as set forth on **Exhibit "A"** hereto. The Class A Member is hereby admitted as a Member as of the Effective Date of this Agreement. The Class A Member shall not be required to make additional Capital Contributions in connection with the execution of this Agreement. The Class A Member shall be issued ten (10) Class A Membership Units. The Class A Units are intended to qualify as "profits interests" within the meaning of Internal Revenue Service Revenue Procedures 93-27 and 2001-43, Internal Revenue Service Notice 2005-43 and any future Internal Revenue Service guidance. It is the intent of the parties that if immediately after a Class A Unit Holder is admitted as a Member the Company sells all of its assets, pays its liabilities and liquidates, such Class A Unit Holder's share of the remaining liquidation proceeds would be zero.

(b) The Manager is initially authorized to issue up to ninety (90) Class B Units in return for a Capital Contribution of \$100,000 per Class B Unit. Each Class B Member shall be admitted as a Member when: (i) such individual executes and delivers to the Company a fully completed Subscription Agreement, in such form presented to such Class B Member by the Company; (ii) such individual executes and delivers to the Company a signature page to this Agreement; (iii) the Company accepts the Subscription Agreement by delivering an executed counterpart to the Class B Member; and (iv) such individual makes the required Capital Contribution. The Manager shall have the right to offer the Class B Units from time to time over a period of years as the Manager determines that additional capital may be required by the Company. The Manager is authorized to issue fractional Units. The names, addresses and the number of Class B Units issued to each Class B Unit Holder will be kept on file at the offices of the Company.

3.4 ADDITIONAL MEMBERS. The Manager shall have the authority, exercisable at any time and from time to time, to admit additional Members (the "**Additional Members**") to the Company on such terms and conditions as the Manager, in its sole discretion, shall deem appropriate, including but not limited to granting the Additional Member priorities to cash flow which are superior to the right to share in cash flow by the then current Members. In connection with any such admission, the Manager shall have the authority, in its sole discretion, to determine: (i) the number of Membership Units that each such Additional Member will receive; (ii) the consideration, if any, to be paid therefor; and (iii) the Class to which such Additional Member shall be assigned (which shall include the ability to create a new Class of Membership Units to be issued to the Additional Member). In no way limiting the foregoing, the Manager shall have the ability, within its sole discretion, to issue a new Class of Membership Units to a new investor member who agrees to contribute additional capital to the Company and pay a priority return on such capital contributed. Upon the issuance of any additional Membership Units and/or the admission of any Additional Members, this Agreement and the Exhibits hereto shall be amended as required and as determined by the Class A Members.

3.5 RETURN OF CAPITAL. Except as otherwise provided in this Agreement, no Unit Holder shall be entitled to have his Capital Contribution returned to him. Under circumstances requiring

a return of any Capital Contributions, no Unit Holder shall have the right to receive Property other than cash except as may be specifically provided herein.

3.6 INTEREST. No Unit Holder shall receive any interest, salary or drawing with respect to his Capital Contribution or his Capital Account or for services rendered on behalf of the Company or otherwise in his capacity as a Unit Holder, except as otherwise provided in this Agreement.

3.7 LIMITED LIABILITY. The Members shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as otherwise provided by applicable state law or this Agreement, a Unit Holder shall not be required to lend any funds to the Company or to make any additional Capital Contributions to the Company. The Manager shall not have any personal liability for the repayment of any Capital Contributions of the Unit Holders; provided, however, nothing in this **Section 3.7** shall be deemed to relieve the Manager of any liability resulting from the Manager's bad faith, intentional misconduct, knowing violation of law or breach of any fiduciary duty.

3.8 LOANS. Any Unit Holder or any Affiliate of a Unit Holder may, with the approval of the Manager, lend or advance money to the Company. If any Unit Holder or Affiliate thereof shall make any loan to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall instead be a debt due from the Company. The amount of any such loan or advance shall be repayable out of the Company's cash and shall have priority over any distributions made pursuant to **Section 5** hereof. All such loans or advances shall bear interest at an interest rate agreed to by the Manager and the lending Unit Holder; provided, however, that in no event may the interest rate exceed the Insider Loan Rate. Except as otherwise set forth in this Agreement, no Unit Holder shall be obligated to make any loan or advance to the Company.

3.9 ADDITIONAL CAPITAL CONTRIBUTIONS. The Members shall not be required to make any additional Capital Contributions to the Company. In the event the Manager determines that additional capital is required by the Company, the Manager may raise the required funds by offering new interests in the Company (the "**New Interests**") on such terms and conditions, and at such prices, as Manager may determine. It is specifically recognized and agreed that the New Interests may be entitled to a priority distribution over the existing interests held by the Members. The Manager shall first offer the New Interests (an "**Equity Offering**") on a pro-rata basis to the then-existing Members. The Manager, in its sole and absolute discretion, may allow an Affiliate of an existing Member to be a purchaser of a New Interest. If the Equity Offering is over-subscribed by the existing Members, the Manager shall allocate the New Interests pro-rata among the Members who indicated a desire to purchase a New Interest based on a ratio of that amount a Member indicated a desire to purchase over the amount that all Members indicated a desire to purchase. In the event that the Equity Offering is not fully subscribed, the Manager may offer any New Interests not so purchased to a non-Member but only on the same terms and conditions as those offered to the Members. In the event of a sale of an interest pursuant to this **Section 3.9**, the Residual Percentages of the Members shall be diluted on a pro-rata basis. In connection with the sale of a New Interest, the Manager shall have the authority, without the consent of the Members, to admit to the Company as Members those Persons to whom such New Interests are issued and to make any amendments to this Agreement which the Manager determines are necessary or desirable in

connection with the sale of the New Interests. The Manager shall have the authority to execute any such amendments on behalf of the Company.

SECTION 4 ALLOCATIONS

4.1 PROFITS AND LOSSES FROM OPERATIONS. After giving effect to the special allocations set forth in **Appendix "B"** hereto, Profits and Losses From Operations for any fiscal year shall be allocated to the Unit Holders as follows:

(a) Profits From Operations shall be allocated to the Unit Holders in the following order and priority:

(i) First, solely to the Class B Unit Holders until the aggregate amount allocated to each Class B Unit Holder pursuant to this **Section 4.1(a)(i)** for such fiscal year and all previous fiscal years is equal to the cumulative amount of distributions to the Class B Unit Holders pursuant to **Section 5.1(a)** hereof; and

(ii) The balance, if any, to the Unit holders in proportion to their respective Residual Percentages.

(b) Losses From Operations shall be allocated as follows:

(i) First, among the Unit Holders as necessary to cause the Capital Account balance of each Unit Holder to equal zero; and

(ii) The balance, if any, to the Unit Holders in proportion to their respective Residual Percentages.

4.2 PROFITS AND LOSSES FROM CAPITAL TRANSACTIONS. After giving effect to the special allocations set forth in **Appendix "B"** hereto, Profits and Losses From a Capital Transaction for any fiscal year shall be allocated to the Unit Holders as follows:

(a) Profits From a Capital Transaction for any fiscal year shall be allocated among the Unit Holders in the following order and priority:

(i) First, solely to the Class B Unit Holders until the aggregate amount allocated to each Class B Unit Holder pursuant to this **Section 4.2(a)(i)** for such fiscal year and all previous fiscal years is equal to the cumulative amount of distributions to the Class B Unit Holders pursuant to **Section 5.1(a)** hereof; and

(ii) The balance, if any, to the Unit Holders so as to reduce, proportionately, the differences between their respective Targeted Amount and Preliminary Capital Accounts for such fiscal year. No portion of the gain from a Capital Transaction for any fiscal year shall be allocated to a Unit Holder whose Preliminary Capital Account is greater than or equal to its Targeted Amount for such fiscal year.

(b) Losses From a Capital Transaction for any such fiscal year shall be allocated among the Unit Holders so as to reduce, proportionately, the differences between their respective Preliminary Capital Accounts and Targeted Amount for such fiscal year. No portion of the Losses From a Capital Transaction for any period shall be allocated to a Unit Holder whose Targeted Amount is greater than or equal to its Preliminary Capital Account for such fiscal year.

(c) It is the intention of the Unit Holders to allocate Profits and Losses From a Capital Transaction in such a manner so as to cause each Unit Holder's Capital Account to equal the amount of cash such Member would be entitled to receive if the Company sold its assets for their Gross Asset Values and, after satisfying all Company liabilities, the proceeds from such sale, as well as all other funds of the Company, were then distributed to the Members pursuant to **Section 5.1(b)** of this Agreement. Therefore, notwithstanding anything to the contrary in this Agreement, to the extent not inconsistent with the applicable Treasury Regulations under Section 704 of the Code, if, upon the dissolution of the Company, any Unit Holders' ending Capital Account (determined immediately after all Profits and Losses, and other items of income, gain, loss and deduction have been tentatively allocated under this Agreement and reflected in the Capital Accounts of the Unit Holders as if this **Section 4.2(c)** were not in this Agreement) is less than such Unit Holder's liquidation amount, then (i) such Unit Holder shall be specially allocated items of income or gain (including gross income) for such year (and, if necessary, for the preceding year if the Company has not yet filed its tax return for such preceding year), and (ii) the other Unit Holders shall be specially allocated items of loss or deduction for such year (and, if necessary, for the preceding year if the Company has not yet filed its tax return for such preceding year), until each such Unit Holder's actual Capital Account equals the liquidation amount for such Unit Holder. The special allocation provision provided by this **Section 4.2(c)** shall be applied in such a manner so as to cause the difference between each Unit Holder's liquidation amount and the balance in its Capital Account (determined after this allocation but immediately prior to the distributions pursuant to **5.1(b)**) to be the smallest dollar amount possible.

SECTION 5 DISTRIBUTIONS

5.1 NET AVAILABLE CASH. Except as otherwise provided in **Section 11.2** hereof relating to the liquidation of the Company, Net Available Cash shall be distributed at such times and in such amounts as the Manager shall determine to the Unit Holders in the following order and priority:

(a) First, to the Class B Unit Holders (to be divided with the Class based on the aggregate Initial Capital of all Unit Holders in such Class) until the Class B Unit Holders receive an amount equal to (i) the cumulative Priority Return from Accrual Date to the end of the calendar quarter preceding the quarter during which such distribution is made, minus (ii) the sum of all prior distributions to such Unit Holders pursuant to this **Section 5.1(a)**; and

(b) The balance, if any, to the Unit Holders in proportion to their Residual Percentages.

5.2 AMOUNTS WITHHELD. All amounts withheld pursuant to the Code or any provision of state or local law with respect to any payment or distributions by the Company to the Unit Holders shall be treated as amounts distributed to the Unit Holders pursuant to this **Section 5** for all purposes under this Agreement. The Class A Members may allocate any such amounts among the Unit Holders in any manner that is in accordance with applicable law.

SECTION 6

MANAGEMENT

6.1 MANAGER.

(a) The management of the Company shall be vested in the Manger designated by the Class A Member. The number of Managers shall be one (1) unless otherwise provided herein. The Manager is 101 North Salina St Manager, LLC. Such entity is hereby appointed as the Manager. The Manager shall serve as the Manager until it resigns, is removed or is otherwise unable or unwilling to serve.

(b) The Manager may be removed at any time, with or without cause, by Majority Vote of the Class A Members. Such removal shall be effective upon delivery of written notice thereof to the Company.

(c) In the event a Manager is removed, resigns or is unwilling or unable to serve as such for any reason, the Class A Members shall, within thirty (30) days by Majority Vote thereof, designate a successor Manager by written notice to the Company. Upon receipt of such notice, **Exhibit "B"** shall be amended to reflect the name and address of such successor Manager.

6.2 MANAGER POWERS. The Manager shall have the sole and exclusive right to manage the business of the Company, to make all decisions regarding those matters and to perform all other acts and activities customary to or incidental to the management of the Company's business, excepting only those acts and things as to which approval by the Members is expressly required by this Agreement or which are required by the Act, to the extent the same cannot be waived by the Act. Without limiting the generality of the foregoing, the Manager shall have all of the rights and powers which may be possessed by a manager under the Act including, without limitation, the right and power to:

(a) acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(b) operate, maintain, improve, construct, own or lease any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(c) determine the scope and nature of the renovation of any Property of the Company and make changes thereto;

(d) execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the management, renovation, maintenance and operation of the Project, including, without limitation, a Property Management Agreement and an Asset Management Agreement with VIP Development Associates, Inc., which agreements may provide for property management fees, asset management fees which may include a fee upon the sale of the Project, a fee upon the refinance of any indebtedness secured by the Project and other terms deemed necessary or expedient by the Manager for the business of the Company;

(e) subject to the provisions herein, obtain, contract for and close any financing, including the granting of any mortgages and/or security interests, on such terms and conditions as are appropriate;

(f) prepay in whole or in part, refinance, recast, modify or extend any liabilities affecting the Project and, in connection therewith, execute any extensions or renewals of encumbrances on any or all of such Project;

(g) care for and distribute funds to the Members by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(h) contract on behalf of the Company for the employment and services of employees and independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(i) expend the capital and income of the Company to the extent permitted by this Agreement;

(j) ask for, collect and receive any rents, issues and profits or income from the Property or any part or parts thereof and to disburse Company funds for Company purposes to those persons entitled to receive the same;

(k) engage necessary professional assistance such as architects, accountants, attorneys and the like, which may be Affiliates of the Manager or a Member;

(l) select and engage contractors for the renovation of the Project, which contractors may include Affiliates of the Manager and/or the Class A Member;

(m) purchase from or through others contracts of liability, casualty or other insurance for the protection of any Property of the Company or the affairs of the Company or the Members or for any purpose convenient or beneficial to the Company;

(n) institute, prosecute, defend, settle, compromise and dismiss lawsuits or other judicial or administrative proceedings brought on, in behalf of or against the Company or the Members or the Manager in connection with activities arising out of, connected with or incidental to this Agreement and engage counsel or others in connection therewith;

(o) engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to any Property of the Company and Manager's liability) necessary, incidental to or in connection with the accomplishment of the purposes of the Company as may be lawfully carried on or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified;

(p) form wholly-owned or majority-owned limited liability companies to acquire additional property on behalf of the Company and enter into operating agreements for such additional limited liability companies (all such wholly or majority-owned limited liability companies being collectively referred to as the "**Subsidiary LLCs**" and singularly as a "**Subsidiary LLC**"); and, subject to any provisions of any loan agreement to which a Subsidiary LLC is subject, elect and remove the managers of any Subsidiary LLC;

(q) manage the business and affairs of any Subsidiary LLC;

(r) guaranty the indebtedness of any Subsidiary LLC;

(s) pledge the assets of the Company as security for any indebtedness of a Subsidiary LLC;

(t) incur any indebtedness, including indebtedness from the Manager or any Affiliate, provided that the interest rate thereon does not exceed the Insider Loan Rate; and

(u) make any and all elections for federal, state and local tax purposes including, without limitation, any election, if permitted by applicable law, to adjust the basis of Company Property pursuant to Sections 754, 734(b) and 743(b) of the Code or the comparable provisions of state or local law in connection with transfers of interests in the Company.

The Manager shall designate the “partnership representative” of the Company within the meaning of Section 6223(a) of the Partnership Tax Audit Rules (the “**Partnership Representative**”) and if a Designated Individual is required to be appointed under the Partnership Tax Audit Rules, the Manager shall designate the individual to serve as the Designated Individual. In accordance with the Partnership Tax Audit Rules and to the extent provided therein, the Manager shall have the authority to remove and replace each of the Partnership Representative and the Designated Individual and designate such Person’s successor. To the extent the Manager deems necessary, each Member shall take all actions required to cause such designations and removals to be effective under the Partnership Tax Audit Rules. The Partnership Representative shall represent the Company in any disputes, controversies or proceedings with the Internal Revenue Service or with any state or local taxing authority and is hereby authorized to take any and all actions that it is permitted to take when acting in said capacity, including making the election under Section 6226 of the Code to have the Unit Holders take tax adjustments into account on their own tax returns. The Company shall reimburse the Manager for all costs and expenses incurred by it in performing its duties as the Partnership Representative (including legal and accounting fees and expenses). Nothing herein shall be construed to restrict the Company from engaging an accounting firm or a law firm to assist the Partnership Representative in discharging his duties hereunder.

6.3 RIGHT TO RELY ON MANAGER. Any Person dealing with the Company may rely upon a certificate signed by the Manager as to:

(a) the identity of the Manager or any Unit Holder and/or the identity of any individual authorized to represent the Manager;

(b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Manager or which are in any other manner germane to the affairs of the Company;

(c) the Persons who are authorized to execute and deliver any instrument or document on behalf of the Company; or

(d) any act or failure to act by the Company or any other matter whatsoever involving the Company or any Unit Holder.

6.4 DUTIES AND OBLIGATIONS OF THE MANAGER.

(a) The Manager shall take all actions which may be necessary or appropriate: (i) for the continuation of the Company’s valid existence as a limited liability company under the laws of the State of New York and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business of the Company, and (ii) for the accomplishment of the Company’s purposes, in accordance with the provisions of this Agreement and applicable laws and regulations.

(b) The Manager shall have a fiduciary duty to conduct the affairs of the Company in the best interests of the Company and of the Members, including the safekeeping and use of all of the Property for the exclusive benefit of the Company whether or not in the immediate

possession or control of the Manager and shall not employ or permit another to employ property except for the benefit of the Company.

6.5 INDEMNIFICATION.

(a) No Covered Person shall be liable to the Company or its Members for monetary damages for any act or omission in such person's capacity as a Covered Person, except for: (i) acts or omissions which the Covered Person knew at the time of the acts or omissions were clearly in conflict with the interests of the Company; (ii) any transaction from which the Covered Person derived an improper personal benefit; or (iii) acts or omissions occurring prior to the date of this Agreement. If the Act is amended to authorize action further eliminating or limiting the liability of Covered Persons, then the liability of the Covered Persons shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of the governing sections of the Act shall not adversely affect the right or protection of a Covered Person existing immediately before such repeal or modification.

(b) Except as otherwise provided herein, each Covered Person (regardless of such Person's capacity and regardless of whether another Covered Person is entitled to indemnification) shall be indemnified and held harmless by the Company (but only to the extent of the Company's assets), to the fullest extent permitted by law, from all expenses actually incurred by such Covered Person or on such Covered Person's behalf if, by reason of, such Covered Person is, or is threatened to be made, a party to or otherwise involved in any proceeding, regardless of whether arising from any act or omission which constituted the sole, partial or concurrent negligence (whether active or passive) of such Covered Person; provided, that the conduct of such Covered Person in respect of the matters at issue did not constitute gross negligence or willful misconduct, and in the case of any criminal proceeding, such Covered Person did not have reasonable cause to believe that the act or omission was unlawful. The termination of any proceeding by judgment, order or settlement does not create a presumption that the Covered Person did not meet the requisite standard of conduct set forth in this **Section 6.5(b)**. The termination of any proceeding by conviction or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that an indemnitee acted in a manner contrary to that specified in this **Section 6.5(b)**.

(c) The Company shall advance all expenses incurred by or on behalf of any Covered Person in connection with the matters under this **Section 6.5** within thirty (30) days after the receipt by the Company of a statement or statements from such indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such proceeding. Such statement or statements shall reasonably evidence the expenses incurred by such Covered Person and shall include or be preceded or accompanied by a written undertaking by or on behalf of such Covered Person to repay any expenses advanced if it shall ultimately be determined that such Covered Person is not entitled to be indemnified against such expenses. Any advances and undertakings to repay pursuant to this **Section 6.5(c)** shall be unsecured and interest free.

(d) To obtain indemnification under this **Section 6.5**, a Covered Person shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to such Covered Person and is reasonably necessary to determine whether and to what extent such indemnitee is entitled to indemnification. Notwithstanding the foregoing, any delay or failure by any Covered Person to notify the Company

hereunder will not relieve the Company from any liability which it may have to such Covered Person hereunder or otherwise under this **Section 6.5** and any delay or failure in so notifying the Company shall not constitute a waiver by any Covered Person of any rights under this **Section 6.5**. Upon written request by an indemnitee for indemnification, such indemnitee shall be presumed to be entitled to indemnification under this Agreement, and such Covered Person shall be fairly and reasonably entitled to indemnification, unless and only to the extent that a court of competent jurisdiction has determined to the contrary, by a final and non-appealable judgment.

(e) Any Covered Person acting for, on behalf of or in relation to the Company in respect of any transaction, any investment or any business decision or action or otherwise shall be entitled to rely on the provisions of this Agreement and on the advice of counsel, accountants and other professionals that is provided to the Company or such Covered Person, and such Covered Person shall not be liable to the Company or to any Unit Holder for such Covered Person's good faith reliance on this Agreement or such advice. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of any Covered Person otherwise existing at law or in equity to the Company or the Unit Holders, are agreed by the Members to replace, to the fullest extent permitted by law, such duties and liabilities existing at law or in equity of such Covered Person. This **Section 6.5(e)** does not create any duty or liability of a Covered Person that does not otherwise exist at law or in equity.

(f) Each Covered Person may rely in good faith, and shall incur no liability in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, paper, document, signature or writing reasonably believed by such Covered Person to be genuine, and may rely in good faith on a certificate signed by an officer, agent or representative of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge.

(g) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ANY COVERED PERSON SHALL BE LIABLE TO THE COMPANY, TO ANY MEMBER OR TO ANY OTHER PERSON BOUND BY THIS AGREEMENT (AS APPLICABLE) FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF USE OR REVENUE OR LOSSES BY REASON OF COST OF CAPITAL, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE BUSINESS OF THE COMPANY, THE GRANTING OR WITHHOLDING OF ANY APPROVAL REQUIRED HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE DECEPTIVE TRADE PRACTICES ACT OR SIMILAR LAW OR ANY OTHER LEGAL OR EQUITABLE DUTY OR PRINCIPLE, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AND EACH COVERED PERSON RELEASES EACH OTHER SUCH PERSON FROM LIABILITY FOR ANY SUCH DAMAGES.

(h) The obligations of the Company to the Covered Persons provided in this Agreement or arising under law are solely the obligations of the Company, and no personal liability whatsoever shall attach to, or be incurred by, any Member or other Covered Person for such obligations, to the fullest extent permitted by law. Where the foregoing provides that no personal liability shall attach to or be incurred by a Covered Person, any claims against or recourse to such

Covered Person for or in connection with such liability, whether arising in common law or equity or created by rule of law or otherwise, are expressly released and waived under this Agreement, to the fullest extent permitted by law, as a condition of, and as part of the consideration for, the execution of this Agreement and any related agreement, and the incurring by the Company or such Member of the obligations provided in such agreements.

(i) Nothing in this **Section 6.5** shall be deemed to limit or waive any rights that any Covered Person has for breach of contract under the terms of this Agreement or any other agreement to which it is a party; provided, however, that each Member acknowledges that it is not relying upon any other Member or any of such other Member's Affiliates, or any of such other Member's or such other Member's Affiliates' respective stockholders, partners, members, directors, officers or employees, in making its investment or decision to invest in the Company or in monitoring such investment.

(j) The Company shall indemnify, to the full extent permitted by law, any Covered Person that was or is a party or is threatened to be made a party to any proceeding, by reason of the fact that (i) such Person is or was an Officer of the Company; (ii) such Person, while serving as an Officer of the Company, is or was serving or has agreed to serve at the request of the Company as a director, officer, employee, manager or agent of another company, partnership, limited liability company, joint venture, trust or other enterprise; or (iii) such Person is or was serving or has agreed to serve at the request of the Company as a director, officer or manager of another company, partnership, limited liability company, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted by such Person in such capacity; provided, that the conduct of such Covered Person in respect of the matters at issue did not constitute gross negligence or willful misconduct, and in the case of any criminal proceeding, such Covered Person did not have reasonable cause to believe that the act or omission was unlawful:

(k) Notwithstanding anything contained herein to the contrary, in no event shall a Covered Person be entitled to indemnification or to be advanced expenses in connection with:

(i) Any proceeding by or in the right of the Company to procure a judgment in its favor, against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection with such proceeding and any appeal therefrom;

(ii) Any proceeding by or in the right of the Company to procure a judgment in its favor, against expenses (including reasonable attorneys' fees) actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection with the defense of such proceeding and any appeal therefrom; or

(iii) Any proceeding (or part thereof) instituted by such Covered Person on his or her own behalf, unless such proceeding (or part thereof) has been authorized by the Manager or the indemnification is pursuant to the last sentence of **Section 6.5(d)** above.

(l) Notwithstanding any other terms of this Agreement, whether expressed or implied, the written consent of each Covered Person is required for any amendment, modification, supplement, restatement or waiver to or of the provisions of this **Section 6.5**.

(m) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which any Covered Person may at any time be entitled under applicable law, the Articles, this Agreement, any other agreement, a vote of equity holders,

a resolution of managers or otherwise, of the Company. No amendment, alteration or repeal of this **Section 6.5** or of any provision hereof shall limit or restrict any right of any Covered Person under this Agreement in respect of any action taken or omitted by such indemnitee prior to such amendment, alteration or repeal. To the extent that a change in the Act, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Articles and this Agreement, it is the intent of the parties hereto that each Covered Person shall be entitled to pursuant to this **Section 6.5** the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law, in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy. The rights of indemnification provided by this **Section 6.5** shall inure to the benefit of the heirs, executors and administrators of each Covered Person.

(n) The Company may maintain insurance (including directors' and officers' insurance) at its expense to protect each Covered Person, and the Company may maintain such insurance to protect itself and any Covered Person against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under the Act.

(o) The indemnification provided by this Agreement shall: (i) not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, agreement, Majority Vote of the Members or a vote of the Manager, if disinterested, or otherwise, both as to action in official capacities and as to action in another capacity while holding such office; (ii) continue as to a person who ceases to be a Manager or Member; (iii) inure to the benefit of the estate, heirs, executors, administrators or other successors of an indemnitee; and (iv) not be deemed to create any rights for the benefit of any other Person.

6.6 COMPENSATION AND EXPENSES OF THE MANAGER.

(a) The Manager may charge the Company for any reasonable expenses incurred in connection with the Company business.

(b) Except as otherwise set forth in this Agreement or as may be provided for in any Asset Management Agreement or Property Management Agreement, the Manager shall not receive any fees or other compensation for serving as the Manager. However, the Manager (if the Manager is also a Member) shall be entitled to the distributions and allocations provided for elsewhere in this Agreement.

6.7 OPERATING RESTRICTIONS.

(a) No rebates, kickbacks or reciprocal arrangements may be received or entered into by the Manager, nor may the Manager participate in any business arrangement which would circumvent this Agreement.

(b) Subject to any approval requirements, the signature of the Manager shall be sufficient to convey title to any Property owned by the Company or to execute any promissory notes, trust deeds, mortgages or other instruments of hypothecation, and the Unit Holders agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same. The Unit Holders further agree that, except as otherwise provided herein, the signature of

the Manager shall be sufficient to execute any documents necessary to effectuate any provision of this Agreement.

6.8 OFFICERS. The Manager may, at any time and from time to time, designate one or more Persons as officers of the Company. Such Persons shall have such titles and responsibilities and shall be entitled to such compensation as the Manager shall, in its discretion, determine. Any such Person may be removed by the Manager at any time, with or without cause.

6.9 MEETINGS OF THE MANAGER. The Manager shall not be required to hold regular meetings. Special meetings of the Manager may be called by the Manager. Notice of each such special meeting shall be given to the Manager by telephone, telecopy, telegram, electronic means (*i.e.*, e-mail) or similar method (in each case, notice shall be given at least thirty-six (36) hours before the time of the meeting) or sent by first class mail (in which case, notice shall be given at least five (5) days before the meeting), unless a longer notice period is established by the Manager. Each such notice shall state (i) the time, date, place (which shall be at the principal place of business of the Company unless otherwise agreed to by the Manager) or other means of conducting such meeting and (ii) the purpose of the meeting to be so held. No actions other than those specified in the notice may be considered at any special meeting unless unanimously approved by the Manager. The Manager may waive notice of any meeting in writing before, at, or after such meeting. The attendance of the Manager at a meeting shall constitute a waiver of notice of such meeting, except when the Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not properly called.

SECTION 7

VOTING RIGHTS; MEETINGS; COVENANTS

7.1 VOTES. Each Member holding Class A Units shall be entitled to cast one (1) vote (or fraction of a vote) for each Membership Unit (or fraction of a Membership Unit) then held by such Class A Member on all matters properly submitted to a vote of the Members. Except as otherwise provided in this Agreement, any action which requires the approval of the Members shall be deemed approved if the action receives a Majority Vote of the Members holding Class A Units. Each Class B Unit Holder hereby acknowledges that he is not entitled to vote on any matters related to the Company and that the right to vote is vested solely in the Members holding Class A Units. Any reference in this Agreement to a vote of the Members is intended to and shall be deemed to mean a vote of solely the Members holding Class A Units.

7.2 MEETINGS OF THE MEMBERS.

(a) The Company shall not be required to hold an annual meeting of the Members. Special meetings of the Members shall be called upon the written request of any Class A Member or Class A Members holding more than ten percent (10%) of the then outstanding Class A Units. The call shall state the location of the meeting and the nature of the business to be transacted. Notice of any such meeting shall be given to all Members not less than three (3) business days nor more than thirty (30) days prior to the date of such meeting. Members holding Class A Units may participate in such meeting either in person, by proxy or by means of conference telephone or similar communications equipment by means of which all Persons participating in such meeting can hear each other. Such participation shall constitute presence in person at such meeting. A Class A Member may waive advance notice of such meeting. Whenever the vote or consent of the Class A Members is permitted or required under the Agreement, such vote or consent may be given at a

meeting of the Class A Members or may be given in accordance with the procedure prescribed in this **Section 7.2**.

(b) For purposes of determining the Class A Members entitled to vote on, or to vote at, any meeting of the Class A Members or any adjournment thereof, the Class A Members may fix, in advance, a date as the record date for any such determination. Such date shall not be more than thirty (30) days nor less than ten (10) days before any such meeting.

(c) Each Class A Member may authorize any Person or Persons to act for such Member by proxy on all matters in which such Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing the same.

(d) Each meeting of Members shall be conducted by the Class A Members or such other individual Person as the Class A Members deem appropriate.

(e) Notwithstanding the above, the Company may take any action contemplated under this Agreement without a meeting, without prior notice and without a vote if a consent or consents in writing setting forth the action so taken shall be signed by Class A Members holding not less than the minimum number of Class A Units that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote thereon were present and voted. Each such consent shall be dated, be in writing and be delivered to the office of the Company, its principal place of business or to a Class A Member. Delivery may be made by hand, or by certified or registered mail, return receipt requested.

7.3 WITHDRAWAL. Except as otherwise expressly permitted by this Agreement, each Unit Holder hereby covenants and agrees not to: (i) withdraw or attempt to withdraw from the Company; or (ii) exercise any power under the Act to dissolve the Company.

7.4 PARTITION. Each Unit Holder hereby irrevocably waives any right he may have to maintain any action for partition with respect to any Property of the Company.

7.5 OTHER INSTRUMENTS. Each Unit Holder hereby agrees to execute and deliver to the Company within five (5) days after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action as the Class A Members deem necessary, useful or appropriate to comply with any laws, rules or regulations or as may be required by any Institutional Lender.

SECTION 8 BOOKS AND RECORDS

8.1 BOOKS AND RECORDS. The Company shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Company and shall maintain all records required to be maintained by the Act. The books of the Company shall be kept using the accounting method as determined by the Manager. Any Member or any Member's designated representative shall have the right, at any reasonable time and at the Member's own expense, to have access to and inspect and copy the contents of such books or records. Notwithstanding the above, the Class A Members may, in their sole discretion, prevent a Member from access to any information the Class

A Members reasonably believe is in the nature of trade secrets or any other information the disclosure of which the Class A Members reasonably believe is not in the best interests of the Company or its business or which the Company is required by law or agreement to keep confidential. Within a reasonable period after the end of each Company fiscal year, each Member shall be furnished with an annual report containing a balance sheet as of the end of such fiscal year, statements of income, Members' equity, changes in financial position and cash flow and any necessary tax information for the year then ended. Necessary tax information shall be delivered to each Member as soon as practicable after the end of each Company fiscal year.

SECTION 9 AMENDMENTS

9.1 AMENDMENTS.

(a) Amendments to this Agreement may only be proposed by a Class A Member. Following such proposal, the Class A Members shall submit to the Members a verbatim statement of any proposed amendment. The Class A Members shall seek the written vote of the Class A Members on the proposed amendment or shall call a meeting in accordance with **Section 7.2** hereof to vote thereon and to transact any other business that the Class A Members may deem appropriate. For purposes of obtaining a written vote, the Class A Members may require a response from each Class A Member within a reasonable specified time, but not less than fifteen (15) days. Failure to respond in such time period shall constitute a vote in favor of such amendment.

(b) Notwithstanding **Section 9.1(a)** hereof, this Agreement shall not be amended without the consent of each Member adversely affected if such amendment would: (i) modify the limited liability of a Member; (ii) increase the obligation of any Member to make contributions; (iii) allow the obligation of a Member to make a contribution to be compromised by less than unanimous consent; or (iv) decrease the affirmative vote or consent required for any action set forth herein requiring the vote of the Members.

SECTION 10 TRANSFERS OF MEMBERSHIP UNITS; CO-SALE RIGHTS; SALE OF COMPANY.

10.1 RESTRICTION ON TRANSFERS. Except as otherwise permitted by this Agreement, no Unit Holder shall Transfer all or any portion of his Membership Units without the consent of the Manager. Any Transfer or attempted Transfer by a Member in violation of the preceding sentence shall be null and void and of no effect whatsoever and shall constitute an Adverse Act. Each Member hereby acknowledges the reasonableness of the restrictions on Transfer imposed by this Agreement in view of the Company purposes and the relationship of the Members and agrees that the restrictions on Transfer contained herein shall be specifically enforceable. Each Member hereby further agrees to hold the Company and each Member (and each Member's successors and assigns) wholly and completely harmless from any cost, liability, or damage (including, without limitation, any incremental tax liability and attorneys' fees and expenses and costs of enforcing this indemnity) incurred by any such indemnified Persons as a result of a Transfer or any attempted Transfer in violation of this Agreement.

10.2 PERMITTED TRANSFERS. Subject to the conditions and restrictions set forth in **Section 10.3** hereof, a Member may Transfer all or any portion of his Membership Units to any one or more of the following (a "**Permitted Transferee**"): (a) any other Member; (b) any member of the transferor's Family; or (c) any Affiliate of a Member (any such Transfer being referred to in this

Agreement as a “**Permitted Transfer**”). A Permitted Transferee shall be admitted as a Member only in accordance with **Section 10.10** hereof.

10.3 CONDITIONS TO TRANSFERS. In the event a Transfer is permitted by the Class A Members, such Transfer (other than pursuant to a Sale of the Company) shall not be effectuated unless and until the following conditions are satisfied:

(a) The transferor (or his personal representative, as the case may be) and the transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate, in the opinion of counsel to the Company, to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this **Section 10**.

(b) The transferor (or his personal representative, as the case may be) and the transferee shall furnish the Company with the transferee’s taxpayer identification number, sufficient information to determine the transferee’s initial tax basis in the Membership Units Transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns.

(c) The Company shall be reimbursed by the transferor for all reasonable costs and expenses incurred by the Company (including attorneys’ fees) in connection with the Transfer.

(d) Either: (i) the Membership Units being Transferred shall be registered under the Securities Act of 1933, as amended, and any applicable state securities laws; or (ii) the transferor (or his personal representative, as the case may be) shall, if requested by the Manager, provide an opinion of counsel, which opinion of counsel shall be satisfactory to the Manager, to the effect that such Transfer is exempt from all applicable registration requirements and that such Transfer will not violate any applicable laws regulating the Transfer of securities.

10.4 PROHIBITED TRANSFERS. Any purported Transfer of a Membership Unit that is not permitted hereunder shall be null and void and of no force or effect whatsoever, provided that, if the Company is required to recognize a Transfer that is not permitted hereunder (or if the Company, in its sole discretion, elects to recognize a Transfer that is not permitted hereunder), the Membership Units Transferred shall be strictly limited to the transferor’s rights to allocations and distributions as provided by this Agreement with respect to the transferred Membership Units, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy the debts, obligations or liabilities for damages that the transferor or transferee of such Membership Units may have to the Company. In the case of a Transfer or attempted Transfer of Membership Units that is not permitted hereunder, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the Members from all cost, liability and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and lawyers’ fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.5 ADVERSE ACT PURCHASE.

(a) Upon the occurrence of an Adverse Act with respect to a Unit Holder (the “**Adverse Unit Holder**”), such Adverse Unit Holder shall automatically be deemed to have offered to sell each and all of his Membership Units to the Company on the terms and conditions contained in this **Section 10.5** and **Sections 10.6** and **10.7** hereof. The Class A Members (exclusive of the Adverse Unit Holder if the Adverse Unit Holder is a Class A Member) shall have ninety

(90) days from the determination of the purchase price in accordance with **Section 10.6** hereof during which to accept or reject the deemed offer to sell (the “**Option Period**”). During the Option Period, the Adverse Unit Holder shall cease to have any rights as a Member, and shall not be entitled to vote on any matters to be determined by the Members. The Membership Units of the Adverse Unit Holder shall be excluded in determining whether a particular quorum requirement has been satisfied or whether the requisite approval of an action or decision has been obtained. In the event the Company fails to exercise its right to purchase the Adverse Unit Holder’s Membership Units within the Option Period, the specific event giving rise to the Company’s right of election shall be deemed not to have occurred, the Adverse Unit Holder shall thereafter have all of the rights of a Member and the Adverse Unit Holder shall be entitled to his allocable share of distributions during the Option Period.

(b) In the event the Company exercises its right to purchase the Adverse Unit Holder’s Membership Units, the closing of the purchase and sale shall occur at such time and place as determined by the Class A Members; provided, however, in no event shall the closing take place later than one hundred twenty (120) days from the date the Company exercises its option to purchase the Adverse Unit Holder’s Membership Units.

10.6 PURCHASE PRICE. For purposes of this **Section 10**, the purchase price shall be determined by multiplying the number of Membership Units being sold by the Net Equity Per Membership Unit as of the Valuation Date.

10.7 PAYMENT OF PURCHASE PRICE. In the event of the purchase of Membership Units pursuant to **Section 10.5** hereof, the purchase price shall be paid as follows:

(a) There shall be paid in cash at the closing an amount equal to ten percent (10%) of the purchase price; and

(b) The balance of the purchase price shall be evidenced by a promissory note from the Company (the “**Purchase Note**”). The Purchase Note shall bear interest at the Prime Rate in effect on the closing date and shall be paid in twenty (20) equal quarterly installments of principal and interest on an amortized basis. The first installment on the Purchase Note shall be due and payable on the first (1st) day of the fourth (4th) month following the month during which the closing occurs (together with interest from the date of the closing to the first (1st) day of the month following the month during which the closing occurs). The Purchase Note shall permit the prepayment thereof, either in whole or in part, at any time or from time to time, without penalty. The Purchase Note shall contain a provision requiring the mandatory prepayment of the entire amount due thereunder upon the sale by the Company of all or substantially all of its assets or upon such time as the Members immediately after the purchase and/or their Affiliates collectively own less than fifty percent (50%) of the Membership Units owned by all Members. If required by any Institutional Lender with which the Company does business on the date of the closing, the Purchase Note shall be subordinate to any existing indebtedness due and owing to such Institutional Lender and the Unit Holder’s personal representative shall execute any documentation reasonably requested to evidence such subordination including, without limitation, an inter-creditor agreement. Payment of the Purchase Note shall be solely the responsibility of the Company. The selling Unit Holder or the selling Unit Holder’s personal representative (as the case may be) shall have no recourse with respect to the Purchase Note against any of the remaining Members. Neither the Company nor any of the remaining Members shall be required to give any security for the payment of the Purchase Note.

(c) The Company may offset any amounts due pursuant to this **Section 10.7** against any amounts due the Company by the selling Unit Holder.

10.8 TRANSFER DOCUMENTS. Whenever a Unit Holder shall sell all or any portion of his or her Membership Units to the Company or another Member, the selling Unit Holder and the purchaser shall each execute such documents and instruments as may be necessary or appropriate to confirm the Transfer of the Membership Units.

10.9 RIGHTS OF UNADMITTED ASSIGNEES.

(a) A Person who acquires one or more Membership Units, but who is not admitted as a Member with respect to such Membership Units in accordance with this Agreement, shall be entitled only to allocations and distributions with respect to such Membership Units in accordance with this Agreement (the “**Economic Rights**”), shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to participate in the management of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement (collectively, the “**Non-Economic Rights**”).

(b) In the event of a Transfer of Membership Units to a Person who is not admitted as a Member with respect to such Membership Units, the transferor shall automatically be deemed to have sold, assigned and conveyed to the Company all of the Non-Economic Rights associated with the Membership Units transferred.

(c) Any Person who is the Assignee of any Membership Units as herein permitted and who is not admitted as a Member with respect to such Membership Units and who desires or who shall be required to make a further assignment of any such Membership Units shall be subject to all of the provisions of this **Section 10** to the same extent and in the same manner as any Unit Holder desiring to make a Transfer of any Membership Units.

10.10 ADMISSION OF ASSIGNEES AS MEMBERS. Subject to the other provisions of this **Section 10**, a Transferee of any Membership Units may be admitted to the Company as a Member with respect to such Membership Units only upon satisfaction of the conditions set forth below:

(a) All of the non-transferring Class A Members consent to such admission, which consent may be given or withheld in the sole and absolute discretion of such Class A Members. If there are no such Class A Members, the Members holding Class B Units (exclusive of any Member Transferring such Membership Units), by Majority Vote thereof, must consent to such admission, which consent may be given or withheld in the sole and absolute discretion of such Members;

(b) The transferee becomes a party to this Agreement as a Member and executes such documents and instruments as the Class A Members may reasonably request (including, without limitation, amendments to the Articles) as may be necessary or appropriate to confirm such transferee as a Member of the Company and such transferee’s agreement to be bound by the terms and conditions of this Agreement;

(c) The transferee pays or reimburses the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the Transferred Membership Units; and

(d) If the transferee is not an individual of legal majority, the transferee provides the Company with evidence satisfactory to counsel for the Company of the authority of the transferee to become a Member and to be bound by the terms and conditions of this Agreement.

10.11 LEGEND. Each Unit Holder hereby agrees that the following legend may be placed upon any counterpart of this Agreement, the Articles, or any other document or instrument evidencing ownership of Membership Units:

The Membership Units represented by this document have not been registered under any securities laws and the transferability of such Membership Units is restricted. Such Membership Units may not be sold, assigned or transferred, nor will any assignee, vendee, transferee or endorsee thereof be recognized by the issuer as having acquired any such Membership Units for any purposes, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Membership Units shall then be in effect and such transfer has been qualified under all applicable state securities laws, or (2) the availability of an exemption from such registration and qualification shall be established to the satisfaction of counsel to the Company.

The Membership Units represented by this document are subject to further restriction as to their sale, transfer, hypothecation, or assignment as set forth in the Operating Agreement and agreed to by each Member. Said restriction provides, among other things, that no vendee, transferee, Assignee or endorsee of a Unit Holder shall have the right to become a Member with respect to such transferred Membership Units without the consent of the Class A Members which consent may be given or withheld in the sole and absolute discretion of the Class A Members.

10.12 DISTRIBUTIONS AND ALLOCATIONS IN RESPECT TO TRANSFERRED MEMBERSHIP UNITS. If any Membership Units are Transferred during any fiscal year in compliance with the provisions of this **Section 10**, Profits, Losses, each item thereof, and all other items attributable to the Transferred Membership Units for such fiscal year shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during such fiscal year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Class A Members. Neither the Company nor any Member shall incur any liability for making allocations and distributions in accordance with the provisions of this **Section 10**, whether or not any Member or the Company has knowledge of any Transfer of ownership of any Membership Units.

10.13 SALE OF THE COMPANY; ALLOCATION OF SALE PROCEEDS. Anything contained in this Agreement or otherwise to the contrary notwithstanding in connection with any Sale of the Company the net proceeds available to all Unit Holders (after payment of all expenses of such sale, all liabilities of the Company and establishing reasonable reserves as determined by the Class A Members) shall be allocated among all Unit Holders entitled to participate as if such net proceeds were to be distributed to such Unit Holders in accordance with **Section 11.2** of this Agreement.

SECTION 11
DISSOLUTION AND WINDING UP

11.1 DISSOLUTION. The Company shall dissolve upon the first to occur of any of the following events (each a “**Liquidating Event**”):

- (a) The sale by the Company of all or substantially all its Property;
- (b) The Majority Vote of the Members holding Class A Units to dissolve the Company;
- (c) The happening of any other event that makes it unlawful, impossible or impractical to carry on the business of the Company; or
- (d) A complete cessation of the Company’s business.

The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Liquidating Event, then the Members hereby agree to continue the business of the Company without winding up or liquidation.

11.2 WINDING UP. Upon dissolution of the Company, the Class A Members or court appointed trustee if there are no Class A Members shall take full account of the Company’s liabilities and assets. The assets and Properties of the Company shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) First, to the payment and discharge of all of the Company’s debts and liabilities (other than to Unit Holders), including the establishment of any necessary reserves;
- (b) Second, to the payment and discharge of all of the Company’s debts and obligations to Unit Holders; and
- (c) Third, to the Class B Unit Holders until such Class B Unit Holders have received an amount equal to the excess, if any, of (i) the cumulative Priority Return from the Accrual Date to the date such distribution is made over (ii) the sum of all prior distributions to the Class B Unit Holders pursuant to **Sections 5.1(a)** and this **Section 11.2(c)**; and
- (d) The balance, to the Unit Holders in accordance with **Section 5.1(b)** hereof.
- (e) It is the intent of the parties hereto that the liquidation amounts distributable to Unit Holders pursuant to **Section 11.2(d)** shall be equal to the Unit Holders’ respective ending Capital Accounts. Therefore, notwithstanding anything to the contrary in this Agreement, to the extent not inconsistent with the applicable Treasury Regulations under Section 704 of the Code, if, upon the dissolution of the Company, any Unit Holders’ ending Capital Account (determined immediately after all Profits and Losses, and other items of income, gain, loss and deduction have been tentatively allocated under this Agreement and reflected in the Capital Accounts of the Unit Holders as if this **Section 11.2(e)** were not in this Agreement) is less than such Unit Holder’s liquidation amount, then (i) such Unit Holder shall be specially allocated items of income or gain (including gross income) for such year (and, if necessary, for the preceding year if the Company has not yet filed its tax return for such preceding year), and (ii) the other Unit Holders shall be specially allocated items of loss or deduction for such year (and, if necessary, for the preceding

year if the Company has not yet filed its tax return for such preceding year), until each such Unit Holder's actual Capital Account equals the liquidation amount for such Unit Holder. The special allocation provision provided by this **Section 11.2(e)** shall be applied in such a manner so as to cause the difference between each Unit Holder's liquidation amount and the balance in its Capital Account (determined after this allocation, but immediately prior to the distributions pursuant to **Section 11.2(d)**) to be the smallest dollar amount possible. Nothing contained in this **Section 11.2(e)** shall change the manner in which the remaining assets of the Company shall be distributed pursuant to **Sections 11.2(a) or (b)**.

11.3 COMPLIANCE WITH TIMING REQUIREMENTS OF REGULATIONS. In the event the Company is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this **Section 11** (if such liquidation constitutes a dissolution of the Company) or **Section 5** hereof (if it does not) to the Unit Holders who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2). If any Unit Holder has a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all fiscal years, including the fiscal year such liquidation occurs) such Unit Holder shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or any other Person.

11.4 ESTABLISHMENT OF TRUST. In the discretion of the Class A Members, a pro-rata portion of the distributions that would otherwise be made to the Unit Holders pursuant to **Section 11.2** hereof may be distributed to a trust established for the benefit of the Unit Holders for the purposes of liquidating Company assets, collecting amounts owed to the Company and paying any contingent or unforeseen liabilities or obligations of the Company or of the Class A Members arising out of or in connection with the Company. The assets of any such trust shall be: (a) distributed to the Unit Holders from time to time, in the reasonable discretion of the Class A Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Unit Holders pursuant to this Agreement; or (b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company provided that such withheld amounts shall be distributed to the Unit Holders as soon as practicable.

11.5 RIGHTS OF UNIT HOLDERS. Except as otherwise provided in this Agreement, each Unit Holder shall look solely to the assets of the Company for the return of his Capital Contribution and shall have no right or power to demand or receive Property other than cash from the Company. No Unit Holder shall have priority over any other Unit Holder as to the return of his Capital Contributions, distributions, or allocations.

SECTION 12 REPRESENTATIONS AND WARRANTIES

12.1 REPRESENTATIONS AND WARRANTIES OF THE MEMBERS. Each Member hereby represents, warrants and acknowledges to each of the other Members as follows:

(a) The Member has the full power, legal capacity and authority to enter into this Agreement and to perform his obligations hereunder. This Agreement has been duly executed and delivered by the Member and (assuming the due authorization, valid execution and delivery hereof by each of the other Members) is a legal, valid and binding obligation of such Member, enforceable against such Member in accordance with its terms, except (i) as the same may be limited by

bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights, and (ii) that the granting of specific performance is subject to the discretion of a court of equity;

(b) Neither the execution, delivery or performance of this Agreement by the Member nor the performance by the Member of his obligations hereunder (i) will result in any material breach of or default by the Member under any provision of any contract or agreement of any kind to which the Member is a party, or by which the Member or to which any property or asset of the Member is subject, (ii) is prohibited by, or requires the Member to obtain or make any consent, authorization, approval, registration or filing under, any statute, law, ordinance, regulation, rule, judgment, decree or order of any court or governmental agency, board, bureau, body, department or authority, or of any other person, (iii) will cause any acceleration of maturity of any note, instrument or other obligation to which the Member is a party or by which the Member is bound or with respect to which the Member is an obligor or guarantor or (iv) will result in the creation or imposition of any security interest or other lien, or give to any other person any interest or right (including any right of termination or cancellation) in or with respect to, any of the properties, assets, business, agreements or contracts of the Member;

(c) There are no actions, suits, proceedings or investigations, either at law or in equity, or before any commission or other administrative authority in any United States or foreign jurisdiction, of any kind now pending or threatened or proposed against the Member regarding any business being conducted by the Member. Neither the Member nor any of the Member's properties or assets are subject to any judicial or administrative judgment, order, decree or restraint;

(d) The Member is not in violation of any law, rule or regulation, or any order, judgment or decree, in any case applicable to the Member or by which any of such Member's properties or assets are bound or affected;

(e) The Member has filed all foreign, federal, state and local tax returns that are required to be filed by such Member and has paid all taxes shown as due on such returns as well as all other taxes, assessments and governmental charges that are due and payable;

(f) The Member is acquiring the Membership Units for the Member's own account and not for the account of others. The Membership Units are not being acquired with a view to their distribution and the Member has no present intent of reselling or otherwise distributing the Membership Units. The Member was not formed for the purpose of making an investment in the Company;

(g) The Member has been advised that the Membership Units have not and shall not be registered under the Securities Act or any applicable state securities laws and, therefore, cannot be resold unless such Membership Units are registered under the Securities Act and all applicable state securities laws or unless exemptions from registration are available;

(h) Neither the Company nor anyone else has made any representation or warranty as to the period of time the Member shall be required to own the Membership Units. The Member is aware that the Membership Units may have to be held by the Member for an indefinite period of time;

(i) No state or other governmental authority has made any finding or determination relating to the fairness or substantive merit of an investment in the Company;

(j) The Member has, either alone or with such Member's personal representative (as that term is defined in Rule 501(h) of the Securities Act of 1933), such knowledge and experience in financial and business matters that such Member is capable of evaluating the merits and risks of an investment in the Company;

(k) The Member is aware that an investment in the Company is highly speculative and is capable of bearing the economic risk of such investment; and

(l) The Company has made available to such Member, a reasonable time prior to such Member's acquisition of any Membership Units, the opportunity to ask questions and receive adequate answers concerning the terms and conditions of such acquisition and the Company and to request and obtain any information which the Company possesses or can acquire without unreasonable effort or expense regarding the Company or investment.

12.2 EFFECT OF BREACH. Each Unit Holder hereby acknowledges and agrees that a material breach of any representation or warranty contained herein or in any other agreement between a Unit Holder and the Company by a Unit Holder shall constitute an Adverse Act by such Unit Holder.

SECTION 13 MISCELLANEOUS

13.1 NOTICES. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person or to an officer of the Person to whom the same is directed, or sent by regular, registered, or certified mail, or by recognized overnight carrier, addressed as follows: if to the Company, to the Company at the address set forth in **Section 2.4** hereof, or to such other address as the Class A Members may from time to time specify by notice to the Members; and if to a Unit Holder, to such Member at the address set forth on **Exhibit "A"** hereto or to such other address as such Member may from time to time specify by notice to the Company. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date (i) actually received, if delivered personally or if sent by regular mail or overnight carrier or (ii) as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

13.2 BINDING EFFECT. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

13.3 CONSTRUCTION. It is the intention of the parties that every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of law requiring an agreement to be for or against the drafting party), it being understood that the parties to this Agreement are sophisticated and have had adequate opportunity and means to retain counsel to represent their respective interests and to otherwise negotiate the provisions of this Agreement.

13.4 HEADINGS. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

13.5 SEVERABILITY. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

13.6 INCORPORATION BY REFERENCE. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

13.7 ADDITIONAL DOCUMENTS. Each Unit Holder, upon the request of any Class A Member, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

13.8 VARIATION OF PRONOUNS. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

13.9 NEW YORK LAW. This Agreement, and any matter or dispute arising out of, in connection with or related to this Agreement, of any type or nature, shall be construed in accordance with, subject to and governed by the internal laws of the State of New York without giving effect to any conflicts of laws or other provisions which might result in the application of laws other than the internal laws of the State of New York. Each Unit Holder hereby agrees that the federal and state courts located within Onondaga County, New York shall have the exclusive jurisdiction to determine any and all disputes arising out of or in connection with this Agreement and hereby irrevocably consents to the personal and subject matter jurisdictions of such court with respect thereto.

13.10 COUNTERPART EXECUTION; SIGNATURES. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Signatures received by facsimile or by electronic mail shall be deemed original signatures for all purposes of this Agreement.

13.11 SPECIFIC PERFORMANCE. The parties acknowledge that they will be irreparably harmed in the event any of the provisions of this Agreement are violated and that the damages that may result therefrom will be difficult, if not impossible, to calculate. Should any dispute arise concerning any matter provided for in this Agreement, the parties agree that an injunction may be issued restraining any of the foregoing events pending the resolution of the controversy. In the event of any controversy concerning any right or obligation of a party, such right or obligation shall be enforceable in a court of equity by a decree of specific performance. Any such remedy, however, shall be cumulative and not exclusive, and shall be in addition to any other remedies which the parties hereto may have.

13.12 WAIVER OF JURY TRIAL. EACH UNIT HOLDER HEREBY IRREVOCABLY WAIVES, ON BEHALF OF HIMSELF AND HIS OR ITS HEIRS, BENEFICIARIES, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT SUCH PERSON MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY MATTER, DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT OR INSTRUMENT EXECUTED IN

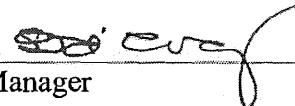
CONNECTION WITH THIS AGREEMENT. EACH UNIT HOLDER HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER UNIT HOLDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER UNIT HOLDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT SUCH UNIT HOLDER AND THE OTHER UNIT HOLDER HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION.

13.13 ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any previous understanding whether oral or written.

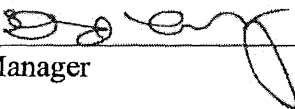
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IN WITNESS WHEREOF, the parties have entered into this Amended and Restated Operating Agreement as of the date first above set forth.

**101 NORTH SALINA ST
MEMBER, LLC**

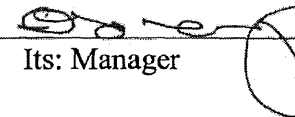
By: 
Its: Manager

**101 NORTH SALINA ST
MANAGER, LLC**

By: 
Its: Manager

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager,
LLC, its Manager

By: 
Its: Manager

Signature Page to Amended and Restated Operating Agreement of 101 North Salina St, LLC

EXHIBIT "A"
AMENDED AND RESTATED
OPERATING AGREEMENT
OF
101 NORTH SALINA ST, LLC
CLASS A MEMBER

Name

101 North Salina St Member, LLC

Address

1 Websters Landing
Syracuse, NY 13202

EXHIBIT "B"
AMENDED AND RESTATED
OPERATING AGREEMENT
OF
101 NORTH SALINA ST, LLC
MANAGER

Name

Address

101 North Salina St Manager, LLC	One Webster's Landing Syracuse, New York 13202
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APPENDIX "A"

TABLE OF DEFINITIONS

"Accountants" means the independent accounting firm regularly engaged by the Company to provide audit, consulting, tax or similar type services to the Company. In the event the Company is not then regularly engaging the services of an independent accounting firm, "Accountants" shall mean such independent accounting firm as may be selected by the Manager in its discretion.

"Accrual Date" shall mean the date that the offering of the Class B Units is complete as determined by the Manager.

"Act" means the New York Limited Liability Company Act, as amended from time to time.

"Additional Members" has the meaning set forth in **Section 3.4** hereof.

"Adverse Act" means, with respect to any Unit Holder, any of the following:

(a) a Transfer or attempted Transfer of all or any portion of such Unit Holder's Membership Units in the Company except as expressly permitted or required by this Agreement;

(b) an Event of Bankruptcy occurring with respect to any Unit Holder; or

(c) any other occurrence or transaction that is expressly provided elsewhere in this Agreement as constituting an Adverse Act.

"Adverse Unit Holder" has the meaning set forth in **Section 10.5** hereof.

"Affiliate" means with respect to any Person: (i) any Person directly or indirectly controlling, controlled by or under common control with such Person; (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such Person; (iii) any officer, director, manager or general partner of such Person; or (iv) any Person who is an officer, director, manager, general partner, trustee or holder of ten percent (10%) or more of the voting securities of any Person described in clauses (i) through (iii) of this sentence.

"Agreement" or **"Operating Agreement"** means this Amended and Restated Operating Agreement as the same may be subsequently amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

"Articles" means the Articles of Organization filed on behalf of the Company with the Secretary of State of the State of New York on January 17, 2017.

"Assignee" means a Person who is a transferee of all or part of a Member's Membership Units which Person is not admitted as a Member with respect to such Membership Units. "Assignees" means all such Persons.

"Buyer" has the meaning set forth in the definition of Fair Market Value.

"Capital Transaction" means (a) any sale, lease, exchange or other transfer (in one transaction or in a series of transactions and not in the ordinary course of business) of all or substantially all of the assets of the Company; (b)(i) the placement or funding of any material financing or (ii) the refinancing of the Project indebtedness; (c) the condemnation of all or any material portion of the Project through the exercise of the power of eminent domain; or (d) any

loss of all or a material portion of the Project or a material interest in the Project by casualty, failure of title or otherwise.

“**Class**” and “**Classes**” has the meaning set forth in **Section 3.2** hereof.

“**Class A Members**” means those Persons designated as Members of Class A on **Exhibit “A”** hereto and any Person who is both (i) a permitted transferee with respect to any Class A Units of any such Persons (or any successor thereto) and (ii) admitted as a Member with respect to such Class A Units pursuant to the terms of this Agreement and has not ceased to be a Member.

“**Class A Unit Holder**” means a holder of Class A Units (either as a Member or as an Assignee thereof).

“**Class A Units**” means the Units held by the Class A Members (or any Assignee(s) thereof).

“**Class B Members**” means those Persons designated as Members of Class B in the records of the Company and any Person who is both (i) a permitted transferee with respect to any Class B Units of any such Persons (or any successor thereto) and (ii) admitted as a Member with respect to such Class B Units pursuant to the terms of this Agreement; and has not ceased to be a Member.

“**Class B Unit Holder**” means a holder of Class B Units (either as a Member or as an Assignee thereof).

“**Class B Units**” means the Units held by the Class B Members (or any Assignee(s) thereof).

“**Company**” means the limited liability company continued pursuant to this Agreement and the limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“**Covered Person**” means each current and former Member, Manager, officer or Partnership Representative and each of their respective Affiliates, officers, directors, liquidators, partners, stockholders, managers, members and employees, in each case, whether or not such Person continues to have the applicable status referred to above.

“**Designated Individual**” has the meaning set forth in the Partnership Tax Audit Rules.

“**Economic Rights**” has the meaning set forth in **Section 10.9** hereof.

“**Equity Offering**” has the meaning set forth in **Section 3.9** hereof.

“**Event of Bankruptcy**” means, with respect to any Unit Holder, any of the following:

(a) filing a voluntary petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided;

(b) making a general assignment for the benefit of creditors;

(c) consenting to the appointment of a receiver for all or a substantial part of such Person’s property;

(d) in the case of the filing of an involuntary petition in bankruptcy, the entry of an order for relief;

(e) the entry of a court order appointing a receiver or trustee for all or a substantial part of such Person's property without such Person's consent; or

(f) the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of such Person's property.

"Existing Agreement" has the meaning set forth in the Whereas clauses hereto.

"Fair Market Value" shall mean that amount mutually agreed upon by the Manager acting on behalf of the Company (the **"Buyer"**), and the selling Unit Holder (or the selling Unit Holder's personal representative, as the case may be). If the parties are unable to reach agreement on Fair Market Value within thirty (30) days after notice of the Adverse Act is received by the Company the Fair Market Value shall be determined by arbitration in accordance with the rules of the American Arbitration Association except as modified below:

(a) If, within ten (10) days (the **"First Selection Period"**) of receiving a list of available arbitrators from the American Arbitration Association (the **"Panel"**), the parties are unable to agree upon the selection of a single arbitrator, the Buyer shall appoint one arbitrator, the selling Member or Assignee shall appoint one arbitrator and the two arbitrators so appointed shall select a third arbitrator. In all cases the arbitrator(s) must be appointed from the Panel, provided that all Panel members submitted by the American Arbitration Association shall be Real Estate Appraisers holding the "M.A.I." designation and experienced in the appraisal of income producing real estate worth over \$5,000,000. The Panel list shall include detailed resumes on all persons submitted. If both the Buyer and the selling Unit Holder (or the selling Unit Holder's personal representative, as the case may be) are each required to select arbitrators, each shall make such selection within ten (10) days of the end of the First Selection Period. If a party fails to appoint an arbitrator within such time period the arbitration shall continue with the arbitrator selected by the other party serving as the sole arbitrator.

(b) The arbitration must be commenced within forty-five (45) days of the appointment of the arbitrator or arbitrators. At least ten (10) days prior to the scheduled commencement of the arbitration proceedings, the Buyer and the selling Unit Holder (or the selling Unit Holder's personal representative, as the case may be) shall each deliver to the arbitrator(s) such Person's estimate of the Fair Market Value of the Property together with any supporting information such party deems necessary. Any written estimate or supporting information submitted after the date prescribed above shall not be considered in determining the Fair Market Value of the Property.

(c) As soon as possible after the expiration of time for the submission of estimates and supporting information, the arbitrator(s) shall deliver a copy of all material submitted to both the Buyer and the selling Member or Assignee. During the ten (10) day period between the exchange of the written estimates and the scheduled commencement of the arbitration proceedings, the parties shall compare the written estimates of Fair Market Value for the Property. If the difference between the highest and lowest written estimate of Fair Market Value for the Property is less than five percent (5%) of the highest written estimate, then all of the written estimates submitted for the Property shall be averaged and the result shall automatically be deemed to be the Fair Market Value of such Property. If the Fair Market Value for the Property is established pursuant to the preceding sentence, the arbitration proceeding shall be discontinued and the costs of the arbitration shall be divided equally between the parties.

(d) In the event that the highest and lowest written estimates of the Fair Market Value of the Property differ by more than five percent (5%) of the highest estimate, the arbitration proceeding shall continue as scheduled with respect to the Property.

(e) The Fair Market Value of the Property shall be determined as of the Valuation Date. In making his or their determination of Fair Market Value the arbitrator or arbitrators shall be limited to the selection of one of the written estimates of Fair Market Value submitted by the parties and the arbitrator or arbitrators may not select any other value. In making his or their determination of Fair Market Value of the Property, the arbitrator(s) shall be instructed to consider with respect to the Property only the then current use of such Property. No consideration is to be given to any higher or better use. The arbitrator or arbitrators shall be required to render his or their decision within thirty (30) days after the commencement of the arbitration proceedings.

(f) The determination of the Fair Market Value of any Property by the arbitrator(s) shall be binding and conclusive on the selling Unit Holder and the Company absent a showing of gross error or fraud. The costs and expenses associated with the arbitration shall be borne by the party that either fails to submit a written estimate of the Fair Market Value for the Property or whose estimate of Fair Market Value is not selected by the arbitrator(s) as the Property's Fair Market Value.

"Family" means a Member's spouse and a Member's natural or adoptive lineal ancestors or descendants and trusts for his or their exclusive benefit.

"First Selection Period" has the meaning set forth in the definition of Fair Market Value.

"Independent Third Party" means any Person who, immediately prior to the contemplated transaction, does not directly or indirectly beneficially own in excess of five percent (5%) of any class of the Membership Units, who is not an Affiliate of any such five percent (5%) owner, or who is not the spouse or descendant (by birth or adoption) of any such five percent (5%) owner.

"Initial Capital" means the initial Capital Contribution made by each Class B Unit Holder.

"Insider Loan Rate" means an amount equal to the greater of (i) ten percent (10%) or (ii) the Prime Rate then in effect plus five (5) percentage points but in no event shall the rate exceed the maximum rate allowed by law.

"Institutional Lender" means any banking institution (including but not limited to saving and loan associations or savings banks), insurance company, pension or profit sharing plan or fund, educational institution, or real estate investment trust.

"Liquidating Event" has the meaning set forth in **Section 11.1** hereof.

"Majority Vote" means the affirmative vote of Persons holding more than fifty percent (50%) of the total number of Membership Units then held by all those Persons entitled to vote on the matter.

"Manager" means the Manager set forth on **Exhibit "B"** hereto and each Person who becomes a Manager pursuant to the terms of this Agreement and has not ceased to be a Manager pursuant to the terms of this Agreement. "Managers" means all such Persons.

“Members” means all Persons listed as a Member in the records of the Company for so long as such Persons have not ceased to be a Member pursuant to the terms of this Agreement. **“Member”** means any one of the Members.

“Membership Percentage” means for each Person, the ratio (expressed as a percentage) at the time the Membership Percentage is being determined, of the number of Membership Units held by such Person to the total number of Membership Units outstanding. **“Membership Percentages”** means the total percentages held by all Persons.

“Membership Unit” means an ownership interest in the Company including any and all benefits to which the holder of such Membership Units may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

“Net Available Cash” means the gross cash proceeds of the Company from Company operations, less the portion thereof used to pay or establish reserves for all Company expenses, guaranteed payments, debt payments, capital improvements, replacement and contingencies, all as determined by the Class A Members. **“Net Available Cash”** shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances, but shall be increased by any reductions of reserves previously established if such reserves are made available for distribution.

“Net Equity of the Company” means the amount that would be available to be distributed to the Unit Holders if: (i) all real property (or any entity the principal asset of which is real property) owned by the Company was sold for its Fair Market Value; (ii) all of the other assets of the Company were sold for their net book value; (iii) the Company paid each and all of its liabilities; and (iv) reasonable reserves were established for any contingent liabilities. The Net Equity of the Company shall be determined, without audit or certification, from the books and records of the Company by the Accountants within thirty (30) days of the day upon which the Accountants are apprised in writing of the Fair Market Value of any real property or any interest in another entity the principal asset of which consists of real property owned by the Company. The amount of such Net Equity of the Company shall be disclosed to the Company and the selling Unit Holder by written notice. The Net Equity of the Company determination of the Accountants shall be final and binding in the absence of gross negligence or willful misconduct.

“Net Equity Per Membership Unit” means the Net Equity of the Company divided by the total number of Membership Units then outstanding.

“New Interests” has the meaning set forth in **Section 3.9** hereof.

“Non-Economic Rights” has the meaning set forth in **Section 10.9** hereof.

“Option Period” has the meaning set forth in **Section 10.5** hereof.

“Panel” has the meaning set forth in the definition of Fair Market Value.

“Partnership Representative” has the meaning set forth in **Section 6.2** hereof.

“Partnership Tax Audit Rules” means Sections 6221 through 6241 of the Code, together with any guidance issued thereunder or successor provisions and any similar provision of state or local tax laws.

“Permitted Transfer” has the meaning set forth in **Section 10.2** hereof.

“Permitted Transferee” has the meaning set forth in **Section 10.2** hereof.

“Person” means any individual, partnership, limited liability company, corporation, trust or other entity.

“Preliminary Capital Account” means, with respect to any Unit Holder for any fiscal year of the Company, such Unit Holder’s Capital Account balance as of the beginning of such fiscal year, adjusted as provided under the definition of **“Capital Account”** herein for all contributions and distributions during such year and all special allocations required by **Appendix “B”** with respect to such fiscal year, but before giving effect to any allocations of Profits or Losses From a Capital Transaction for such fiscal year pursuant to **Sections 4.2** hereof.

“Prime Rate” means the prime rate (or base rate) reported in the “Money Rates” column or section of *The Wall Street Journal* as being the base rate on corporate loans at larger U.S. Money Center banks on the last business day immediately prior to the date on which it is necessary to determine such Prime Rate; provided, however, in the event *The Wall Street Journal* ceases publication of the Prime Rate, then the “Prime Rate” shall mean the “prime rate” or “base rate” announced by the bank with which the Company has its principal banking relationship (whether or not such rate has actually been charged by that bank) or as otherwise designated by the Class A Members. In the event that bank discontinues the practice of announcing that rate, Prime Rate shall mean the highest rate charged by that bank on short-term, unsecured loans to its most credit-worthy large corporate borrowers, unless otherwise designated by the Class A Members.

“Priority Return” shall mean a sum equivalent to eight percent (8%) of the Initial Capital during the period for which the Priority Return relates. The Priority Return shall be determined on the basis of a year of three hundred sixty-five (365) days and shall be based on the actual number of days in the period for which the Priority Return relates. The Priority Return shall accrue commencing on the Accrual Date. The Priority Return shall be cumulative but shall not be compounded.

“Profits / Losses From Capital Transactions” means the Profits or Losses, if any, recognized by the Company as a result of a Capital Transaction, as determined for federal income tax purposes by the Accountants with the adjustments described in the definition of **“Profits / Losses From Operations”**, but without regard to any adjustments to basis pursuant to Section 734 and 743 of the Code.

“Profits / Losses From Operations” means, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to **subsections (b) or (d)** of the definition of Gross Asset Value hereof the amount of such

adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Company assets with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period;

(f) There shall be excluded in computing Profits and Losses the Profits and Losses, if any, from a Capital Transaction; and

(g) Notwithstanding any other provision of this Section, any items which are specially allocated pursuant to **Section (b)** or **Section (c)** of **Appendix "B"** hereof shall not be taken into account in computing Profits or Losses pursuant to this Section.

"Project" means the land, the building and appurtenant improvements to be constructed at 101 North Salina Street, Syracuse, New York 13202 which property is commonly known as the Post Standard Building.

"Property" means the property, both real and personal, as well as tangible and intangible, owned by the Company from time to time.

"Purchase Note" has the meaning set forth in **Section 10.7** hereof.

"Residual Percentages" means (i) if all ninety (90) Class B Units are sold, then as between the Class A Unit Holders and the Class B Unit Holders, the Residual Percentage will be fifty percent (50%) for the Class A Unit Holders and fifty percent (50%) for the Class B Unit Holders; and (ii) if less than all ninety (90) Class B Units are sold the Residual Percentage of the Class B Unit Holders will be equal to the number of Class B Units sold divided by ninety (90) multiplied by fifty percent (50%) (the **"Revised Class B Percentage"**), and the Residual Percentage of the Class A Unit Holder shall be one (1) minus the Revised Class B Percentage. By way of example, if sixty (60) Class B Units are sold, the Revised Class B Percentage shall be 33.33% and the Class A Unit Holders Residual Percentage shall be 66.67%.

"Revised Class B Percentage" has the meaning set forth in the definition of Residual Percentages.

"Sale of the Company" means the sale (in a single transaction or a series of related transactions) of the Company to any Independent Third Party or group of Independent Third Parties pursuant to which such Independent Third Party or group of Independent Third Parties acquires (i) a majority of the Class A Units (whether by merger, consolidation, sale, transfer, assignment, pledge, encumbrance or other disposition (irrespective of whether any of the foregoing are effected, with or without consideration, voluntarily or involuntarily, by operation of law or otherwise, or whether *inter vivos* or upon death) of Class A Units, reorganization, recapitalization or otherwise), or (ii) all or substantially all of the assets of the Company and its Subsidiaries, determined on a consolidated basis.

"Subsidiary LLC(s)" has the meaning set forth in **Section 6.2** hereof.

“Targeted Amount” shall mean with respect to any Unit Holder for any period of the Company, an amount (which may be either a positive or negative balance) equal to the difference between (i) the hypothetical distribution such Unit Holder would receive if all Company assets were sold for cash equal to their Gross Asset Values, all Company liabilities were satisfied to the extent required by their terms (limited, with respect to each nonrecourse liability, to the Gross Asset Value of the assets securing each such liability), and the net assets of the Company were distributed in full to the Members pursuant to **Section 5.1(b)** hereof, all as of the last day of such period, and (ii) the sum of such Unit Holder’s share of partnership minimum gain and partner nonrecourse debt minimum gain (determined pursuant to Regulations §§1.704-2(g) and 1.704-2(i)(5), respectively), each computed immediately prior to the hypothetical sale described above.

“Transfer” means, as a noun, any transfer, sale, pledge, hypothecation or other disposition, whether voluntary, involuntary or by operation of law, and, as a verb, to transfer, sell, pledge, hypothecate or otherwise dispose of in any manner whatsoever, whether voluntarily, involuntarily or by operation of law. A Transfer shall in all instances be deemed to include a Transfer of any interest in a Unit Holder (which is not an individual) if as a result of such a Transfer, any Person or Persons who are not the current beneficial owners or members of a Unit Holder become owners or members, in one or more transactions, of thirty five percent (35%) or more of the voting power or control of the Unit Holder.

“Unit Holder” means a Person who is the holder of Membership Units regardless of whether such Person has been admitted as a Member with respect to such Membership Units.

“Valuation Date” means the last day of the calendar month immediately preceding the date of the occurrence of the Adverse Act, in the case of a purchase pursuant to **Section 10.5** hereof.

APPENDIX "B"

TAX PROVISIONS

(a) **Definitions.** For purposes of this Agreement, including this **Appendix "B"**, the following terms (as indicated by the first letter of each word being capitalized) shall, unless the context clearly requires otherwise, have the following meanings:

"Adjusted Capital Account Deficit" means with respect to any Unit Holder, the deficit balance, if any, in such Person's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Person is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"Capital Account" means with respect to any Unit Holder, the Capital Account maintained for such Person in accordance with the following provisions:

(a) To each Person's Capital Account, there shall be credited such Person's Capital Contributions, such Person's distributive share of Profits, and any items in the nature of income or gain that are specially allocated pursuant to **Section (b)** or **(c)** of this **Appendix "B"**, and the amount of any Company liabilities that are assumed by such Person or that are secured by any Company asset distributed to such Person;

(b) To each Person's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company asset distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses, any items in the nature of expenses or losses that are specially allocated pursuant to **Section (b)** or **(c)** of this **Appendix "B"**, and the amount of any liabilities of such Person that are assumed by the Company or that are secured by any property contributed by such Person to the Company;

(c) In the event any interest in the Company is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred interest; and

(d) In determining the amount of any liability for purposes of **subsections (a)** and **(b)** above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Class A Members shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including without limitation, debits or credits relating

to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Unit Holders), are computed in order to comply with such Regulations, the Class A Members may make such modifications, provided it is not likely to have a material effect on the amounts distributed to any Unit Holder pursuant to **Section 12** of the Agreement upon the dissolution of the Company. The Class A Members also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Unit Holders and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q) and (ii) make any appropriate modifications in the event unanticipated events (for example, the acquisition by the Company of oil or gas properties) might otherwise cause this Agreement not to comply with Regulation Section 1.704-1(b).

“Capital Contribution” means, with respect to any Unit Holder, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the interest in the Company held by such Unit Holder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company Minimum Gain” has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations substituting the term “company” for the term “partnership” whenever the context requires.

“Depreciation” means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable under the Code with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Class A Members.

“Gross Asset Value” means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Unit Holder to the Company shall be the gross fair market value of such asset, as determined by the contributing Unit Holder and the Company;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Class A Members, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Unit Holder in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Unit Holder of more than a de minimis amount of assets as consideration for an interest in the Company; (iii) in connection with the grant of an interest in the Company to a Unit Holder (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Unit Holder acting in a Member capacity or by a new Unit Holder acting in a Member capacity or in anticipation of becoming a Member; and (iv) the

liquidation of the Company within the meaning of Regulations 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (i), (ii) and (iii) above shall be made only if the Class A Members reasonably determine(s) that such adjustments are necessary or appropriate to reflect the relative economic interests of the Unit Holders in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Unit Holder shall be the gross fair market value of such asset on the date of distribution; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation 1.704-1(b)(2)(iv)(m) and **Section (b)(iii)** of this **Appendix "B"**; provided, however, that Gross Asset Values shall not be adjusted pursuant to this **subsection (d)** to the extent the Class A Members determine(s) that an adjustment pursuant to **subsection (b)** is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this **subsection (d)**. If the Gross Asset Value of an asset has been determined or adjusted pursuant to **subsections (a), (b) or (d)** hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"Member Nonrecourse Debt" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Member Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

"Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

"Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(b) Special Allocations: Items in the Nature of Income or Gain.

(i) In the event any Unit Holder unexpectedly receives any adjustments, allocations or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to such Unit Holder in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit of such Unit Holder as quickly as possible; provided, however, that an allocation pursuant to this **Section (b)(i)** shall be made if and only to the extent that such Unit Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in **Section 4** and

this **Appendix “B”** have been tentatively made as if this **Section (b)(i)** of this **Appendix “B”** were not in this Agreement.

(ii) If, after giving effect to the allocation provisions of **Section 4** and this **Appendix “B”** (other than this **(b)(ii)**) and the distribution provisions of **Section 5** hereof for a particular fiscal year, any Unit Holder would have a deficit Capital Account at the end of such fiscal year in excess of the sum of (i) the amount such Unit Holder is obligated to restore and (ii) the amount such Unit Holder is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) such Unit Holder shall be specially allocated items of gross income in the amount of such excess as quickly as possible provided that an allocation pursuant to this **Section (b)(ii)** of this **Appendix “B”** shall be made if and only to the extent such Unit Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in **Section 4** and **Appendix “B”** have been tentatively made and as if **Sections (b)(i)** and **(b)(ii)** were not in this Agreement.

(iii) Except as otherwise provided in Section 1.704-2(f) of the Regulations and notwithstanding any other provision of **Section 4** and this **Appendix “B”** if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Unit Holder shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the portion of such Person’s share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This **Section (b)(iii)** is intended to comply with the minimum gain charge back requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(iv) Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations and notwithstanding any other provision of **Section 4** and this **Appendix “B”** except **Section (b)(ii)** above, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each Person who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the portion of such Person’s share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This **Section (b)(iv)** is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(v) Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Unit Holder who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or Section 743(b) of the Code is required to be taken into account in determining Capital Accounts as the result of a distribution to a Unit Holder in complete liquidation of his interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if such adjustment increases the basis of the assets) or loss (if such adjustment decreases such basis) and such gain or loss shall be specifically allocated to the Unit Holders in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies or to the Unit Holders to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(vii) Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Unit Holders in proportion to their respective Membership Percentages.

(viii) All allocations to the Unit Holders made pursuant to **Section 4** and this **Appendix "B"** shall, except as otherwise provided herein, be divided among them in proportion to their respective Membership Percentages.

(c) Curative Allocations. The allocations set forth in **Sections (b)(i) through (viii)** hereof (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Regulations. It is the intent of the Unit Holders that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deductions pursuant to this **Section (c)**. Therefore, notwithstanding any other provisions of **Section 4** and this **Appendix "B"** (other than the Regulatory Allocations) the Class A Members shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner they determine appropriate so that after such offsetting allocations are made, each Unit Holder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Unit Holder would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to **Section 4**. In exercising its discretion under this **Section (c)** of this **Appendix "B"** the Class A Members shall take into account future Regulatory Allocations under **Sections (b)(iii)** and **(b)(iv)** that, although not yet made, are likely to offset other Regulatory Allocations previously made under **Section (b)(v)** and **Appendix "B"**.

(d) Other Allocations Rules.

(i) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Class A Members using any permissible method under Code Section 706 and the Regulations thereunder.

(ii) Except as otherwise provided in this Agreement, all items of income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Unit Holders in the same proportions as they share Profits and Losses, as the case may be, for the year.

(iii) In the event that the Company has taxable income that is characterized as ordinary income under the recapture provisions of the Code, each Unit Holder's allocable share of taxable gain or loss from the sale of Company Property (to the extent possible) shall include a proportionate share of this recapture income equal to that Unit Holder's prior cumulative depreciation deductions with respect to the assets that gave rise to the recapture income.

(iv) The Unit Holders are aware of the income tax consequences of the allocations made by **Section 4** and this **Appendix “B”** and hereby agree to be bound by the provisions of **Section 4** and this **Appendix “B”** in reporting their shares of income and loss for income tax purposes.

(v) Nonrecourse Liabilities will be allocated among the Unit Holders based upon any methodology permitted under Treasury Regulations §1.752-3.

(vi) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Class A Members shall endeavor to treat distributions of Net Available Cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Unit Holders.

(vii) Losses allocated to the Unit Holders shall not exceed the maximum amount of Losses that can be allocated without causing the Unit Holders to have an Adjusted Capital Account Deficit at the end of any fiscal year. If some but not all of the Unit Holders would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses the foregoing limitations shall be applied on a Unit Holder-by-Unit Holder basis so as to allocate the maximum Loss to each Unit Holder under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

(viii) Each Unit Holder authorizes and directs the Company to elect to have the “Safe Harbor” described in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the “**Notice**”) apply to any interest in the Company transferred to a service provider by the Company on or after the effective date of such Revenue Procedure in connection with services provided to the Company. For purposes of making such Safe Harbor election, the Tax Matters Partner is hereby designated as the “partner who has responsibility for federal income tax reporting” by the Company and, accordingly, execution of such Safe Harbor election by the Tax Matters Partner constitutes execution of a “Safe Harbor Election” in accordance with Section 3.03(1) of the Notice. The Company and each Unit Holder hereby agree to comply with all requirements of the Safe Harbor described in the Notice, including, without limitation, the requirement that each Unit Holder shall prepare and file all federal income tax returns reporting the income tax effects of each Safe Harbor Membership Interest issued by the Company in a manner consistent with the requirements of the Notice.

The Company and any Unit Holder may pursue any and all rights and remedies it may have to enforce the obligations of the Company and the Unit Holder in the Company (as applicable) under **Section (d)(viii)**, including, without limitation, seeking specific performance and/or immediate injunctive or other equitable relief from any court of competent jurisdiction (without the necessity of showing actual money damages, or posting any bond or other security) in order to enforce or prevent any violation of the provisions of **Section (d)(viii)**. The obligations of a Unit Holder to comply with the requirements of this **Section (d)(viii)** shall survive the cessation of such Unit Holder being a holder of a membership interest in the Company and/or the termination, dissolution, liquidation and winding up of the Company, and, for purposes of this **Section (d)(viii)**, the Company shall be treated as continuing in existence.

Each Unit Holder authorizes the Class A Members to amend **Section (d)(viii)** to the extent necessary to achieve substantially the same tax treatment with respect to any interest in the Company transferred to a service provider by the Company in connection with services provided to the Company as set forth in Section 4 of the Notice (*e.g.*, to reflect changes from the rules set

forth in the Notice in subsequent Internal Revenue Service guidance), provided that such amendment is not materially adverse to such Unit Holder (as compared with the after-tax consequences that would result if the provisions of the Notice applied to all interests in the Company transferred to a service provider by the Company in connection with services provided to the Company).

(ix) If and to the extent that any Unit Holder is deemed to recognize any item of income, gain, deduction or loss as a result of any transaction between such Unit Holder and the Company pursuant to Sections 83, 482, or 7872 of the Code or any similar provision now or hereafter in effect, the Class A Members shall use their reasonable best efforts to allocate any corresponding Net Profit or Net Loss of the Company to the Unit Holder who recognizes such item in order to reflect the Unit Holders' economic interest in the Company.

(e) **Tax Allocations: Code Section 704(c)**. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Unit Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

In the event the Gross Asset Value of any asset is adjusted pursuant to the provisions of this **Appendix "B"** hereof dealing with the definition of Gross Asset Value, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Class A Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this **Section (e)** are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

EXHIBIT "C"
GOOD STANDING CERTIFICATE

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, BRENDAN C. HUGHES, Acting Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name: 101 NORTH SALINA ST, LLC
DOS ID Number: 5068595
Entity Type: DOMESTIC LIMITED LIABILITY COMPANY
Entity Status: EXISTING
Date of Initial Filing with DOS: 01/17/2017
Statement Status: CURRENT
Statement Due Date: 01/31/2023

I certify that the following is a list of documents on file in the Department of State for said entity:

Document Type: ARTICLES OF ORGANIZATION
Date of Filing: 01/17/2017
Entity Name: 101 NORTH SALINA ST, LLC

Document Type: CERTIFICATE OF PUBLICATION
Date of Filing: 04/17/2017

Document Type: BIENNIAL STATEMENT
Date of Filing: 02/05/2020
Effective Date: 01/01/2019

Document Type: BIENNIAL STATEMENT
Date of Filing: 07/30/2021

No information is available from this office regarding the financial condition, business activity or practices of this entity.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on December 09, 2021 at 03:54 P.M.

BRENDAN C. HUGHES, Acting Secretary of State

Brendan C. Hughes

Authentication Number: 100000750832 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

EXHIBIT "D"
RESOLUTION

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS OF 101 NORTH SALINA ST MANAGER, LLC (“MANAGER”) AUTHORIZING MANAGER TO TAKE CERTAIN ACTIONS RELATING TO TRANSACTIONS BY 101 NORTH SALINA ST, LLC WITH THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY.

The undersigned, being all of the members of 101 North Salina St Manager, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the “Manager”) do hereby consent to the adoption of the following resolutions, such action to have the same force and effect as if taken at a meeting duly called and held for that purpose:

WHEREAS, the Manager is the manager of 101 North Salina St, LLC (the "Company"); and

WHEREAS, the Company intends to undertake a certain project (the “Project”) with the City of Syracuse Industrial Development Agency (the "Agency"), pursuant to which the Company, as agent of the Agency, will acquire, construct and install certain improvements to the two-story approximately 178,303 sq. ft. building (the “Building”) located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the “Land”) including (i) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the “Facility”); and (ii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the “Equipment” and together with the Land and the Facility, the “Project Facility”); and

WHEREAS, in connection with the Project, the Company has requested and the Agency has authorized certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (collectively the “Financial Assistance”); and

WHEREAS, in order to obtain the Financial Assistance, the Company will lease the Land and Facility to the Agency pursuant to a lease agreement (the “Company Lease”) and will transfer an interest in the Equipment to the Agency pursuant to a bill of sale from the Company to the Agency (the “Bill of Sale”), and the Agency will simultaneously sublease the Project Facility back to the Company pursuant to a sublease agreement (the “Agency Lease”); and

WHEREAS, the Agency and the Company will also enter into a Payment in Lieu of Tax Agreement (the "PILOT Agreement") with respect to the Project Facility, pursuant to which the Company will make certain payments in lieu of real property taxes on the Project Facility; and

WHEREAS, the Company will enter into certain other agreements with the Agency in connection with the Agency's Financial Assistance for the Project, including but not limited to, a Project Agreement, Environmental Compliance and Indemnification Agreement, and certain other documents (collectively with the Company Lease, the Bill of Sale, the Agency Lease, and the PILOT Agreement, the "Company Documents"); and

WHEREAS, the Manager is the sole manager of the Company; and

WHEREAS, the members of the Manager now desire to authorize the Manager to take all steps necessary or appropriate to authorize the Company to undertake the Project and execute, deliver and perform the Company Documents.

NOW, THEREFORE, the undersigned, being all of the members of the Manager, hereby consent and agree as follows:

1. The Manager is hereby authorized to authorize the Company to undertake the Project and to execute and deliver all documents on behalf of the Company in connection therewith.

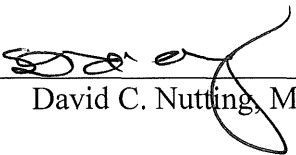
2. David C. Nutting, as a member of the Manager, is hereby authorized, in the name and on behalf of the Manager, to negotiate, execute, deliver and approve the Company Documents and all such further instruments, agreements, certificates and other documents, and to take all other actions on behalf of the Manager as are necessary or appropriate to authorize the Company to undertake and complete the Project and obtain the related Financial Assistance from the Agency; and upon such execution and delivery, and assuming due execution by all other parties, same shall be binding upon the Company.

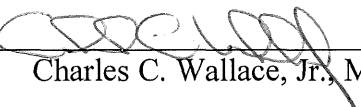
[signature page follows]

IN WITNESS WHEREOF, the undersigned, being all of the members of the Manager, have executed this Written Consent, to be effective as of the date set forth below.

Dated: December 15, 2021

101 NORTH SALINA ST MANAGER,
LLC

By: 
David C. Nutting, Member

By: 
Charles C. Wallace, Jr., Member

**UNANIMOUS WRITTEN CONSENT OF THE MEMBERS
OF 101 NORTH SALINA ST MANAGER, LLC
("MANAGER") AUTHORIZING MANAGER TO TAKE
CERTAIN ACTIONS RELATING TO TRANSACTIONS BY
101 NORTH SALINA ST, LLC WITH THE CITY OF
SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY.**

The undersigned, being all of the members of 101 North Salina St Manager, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the "Manager") do hereby consent to the adoption of the following resolutions, such action to have the same force and effect as if taken at a meeting duly called and held for that purpose:

WHEREAS, the Manager is the manager of 101 North Salina St, LLC (the "Company");
and

WHEREAS, the Company intends to undertake a certain project (the "Project") with the City of Syracuse Industrial Development Agency (the "Agency"), pursuant to which the Company, as agent of the Agency, will acquire, construct and install certain improvements to the two-story approximately 178,303 sq. ft. building (the "Building") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land") including (i) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "Facility"); and (ii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); and

WHEREAS, in connection with the Project, the Company has requested and the Agency has authorized certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (collectively the "Financial Assistance");
and

WHEREAS, in order to obtain the Financial Assistance, the Company will lease the Land and Facility to the Agency pursuant to a lease agreement (the "Company Lease") and will transfer an interest in the Equipment to the Agency pursuant to a bill of sale from the Company to the Agency (the "Bill of Sale"), and the Agency will simultaneously sublease the Project Facility back to the Company pursuant to a sublease agreement (the "Agency Lease"); and

WHEREAS, the Agency and the Company will also enter into a Payment in Lieu of Tax Agreement (the "PILOT Agreement") with respect to the Project Facility, pursuant to which the Company will make certain payments in lieu of real property taxes on the Project Facility; and

WHEREAS, the Company will enter into certain other agreements with the Agency in connection with the Agency's Financial Assistance for the Project, including but not limited to, a Project Agreement, Environmental Compliance and Indemnification Agreement, and certain other documents (collectively with the Company Lease, the Bill of Sale, the Agency Lease, and the PILOT Agreement, the "Company Documents"); and

WHEREAS, the Manager is the sole manager of the Company; and

WHEREAS, the members of the Manager now desire to authorize the Manager to take all steps necessary or appropriate to authorize the Company to undertake the Project and execute, deliver and perform the Company Documents.

NOW, THEREFORE, the undersigned, being all of the members of the Manager, hereby consent and agree as follows:

1. The Manager is hereby authorized to authorize the Company to undertake the Project and to execute and deliver all documents on behalf of the Company in connection therewith.

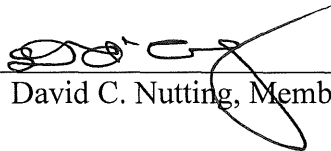
2. David C. Nutting, as a member of the Manager, is hereby authorized, in the name and on behalf of the Manager, to negotiate, execute, deliver and approve the Company Documents and all such further instruments, agreements, certificates and other documents, and to take all other actions on behalf of the Manager as are necessary or appropriate to authorize the Company to undertake and complete the Project and obtain the related Financial Assistance from the Agency; and upon such execution and delivery, and assuming due execution by all other parties, same shall be binding upon the Company.

[signature page follows]

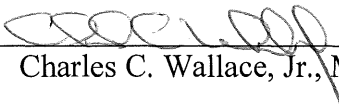
IN WITNESS WHEREOF, the undersigned, being all of the members of the Manager, have executed this Written Consent, to be effective as of the date set forth below.

Dated: December 15, 2021

101 NORTH SALINA ST MANAGER,
LLC

By: 

David C. Nutting, Member

By: 

Charles C. Wallace, Jr., Member

WRITTEN CONSENT OF THE MANAGER OF 101 NORTH SALINA ST, LLC AUTHORIZING CERTAIN TRANSACTIONS WITH THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY.

WHEREAS, 101 North Salina St, LLC (the "Company") intends to undertake a certain project (the "Project") with the City of Syracuse Industrial Development Agency (the "Agency"), pursuant to which the Company, as agent of the Agency, will acquire, construct and install certain improvements to the two-story approximately 178,303 sq. ft. building (the "Building") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land") including (i) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "Facility"); and (ii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); and

WHEREAS, in connection with the Project, the Company has requested and the Agency has authorized certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (collectively the "Financial Assistance"); and

WHEREAS, in order to obtain the Financial Assistance, the Company will lease the Land and Facility to the Agency pursuant to a lease agreement (the "Company Lease") and will transfer an interest in the Equipment to the Agency pursuant to a bill of sale from the Company to the Agency (the "Bill of Sale"), and the Agency will simultaneously sublease the Project Facility back to the Company pursuant to a sublease agreement (the "Agency Lease"); and

WHEREAS, the Agency and the Company will also enter into a Payment in Lieu of Tax Agreement (the "PILOT Agreement") with respect to the Project Facility, pursuant to which the Company will make certain payments in lieu of real property taxes on the Project Facility; and

WHEREAS, the Company will enter into certain other agreements with the Agency in connection with the Agency's Financial Assistance for the Project, including but not limited to a Project Agreement, Environmental Compliance and Indemnification Agreement, and certain other documents (collectively with the Company Lease, the Bill of Sale, the Agency Lease, and the PILOT Agreement, the "Company Documents"); and

WHEREAS, the Company's Manager now desires to authorize the Project and the execution, delivery and performance of the Company Documents.

NOW, THEREFORE, the undersigned, being the Manager of the Company, hereby consents and agrees as follows:

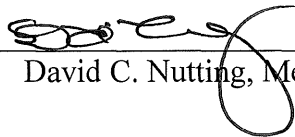
1. The Company is hereby authorized to undertake the Project.
2. The Manager of the Company is hereby authorized, in the name and on behalf of the Company, to negotiate, execute, deliver and approve the Company Documents and all such further instruments, agreements, certificates and other documents, and to take all other actions on behalf of the Company, as are necessary or appropriate to complete the Project and obtain the related Financial Assistance from the Agency; and upon such execution and delivery, and assuming due execution by all other parties, same shall be binding upon the Company.
3. The Manager hereby affirms all prior action taken by the Company with respect to the Project.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, being the Manager of the Company, has executed this Written Consent, to be effective as of the date set forth below.

Dated: December 15, 2021

101 NORTH SALINA ST MANAGER,
LLC

By: 
David C. Nutting, Member

WRITTEN CONSENT OF THE MANAGER OF 101 NORTH SALINA ST, LLC AUTHORIZING CERTAIN TRANSACTIONS WITH THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY.

WHEREAS, 101 North Salina St, LLC (the "Company") intends to undertake a certain project (the "Project") with the City of Syracuse Industrial Development Agency (the "Agency"), pursuant to which the Company, as agent of the Agency, will acquire, construct and install certain improvements to the two-story approximately 178,303 sq. ft. building (the "Building") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land") including (i) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "Facility"); and (ii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); and

WHEREAS, in connection with the Project, the Company has requested and the Agency has authorized certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (collectively the "Financial Assistance"); and

WHEREAS, in order to obtain the Financial Assistance, the Company will lease the Land and Facility to the Agency pursuant to a lease agreement (the "Company Lease") and will transfer an interest in the Equipment to the Agency pursuant to a bill of sale from the Company to the Agency (the "Bill of Sale"), and the Agency will simultaneously sublease the Project Facility back to the Company pursuant to a sublease agreement (the "Agency Lease"); and

WHEREAS, the Agency and the Company will also enter into a Payment in Lieu of Tax Agreement (the "PILOT Agreement") with respect to the Project Facility, pursuant to which the Company will make certain payments in lieu of real property taxes on the Project Facility; and

WHEREAS, the Company will enter into certain other agreements with the Agency in connection with the Agency's Financial Assistance for the Project, including but not limited to a Project Agreement, Environmental Compliance and Indemnification Agreement, and certain other documents (collectively with the Company Lease, the Bill of Sale, the Agency Lease, and the PILOT Agreement, the "Company Documents"); and

WHEREAS, the Company's Manager now desires to authorize the Project and the execution, delivery and performance of the Company Documents.

NOW, THEREFORE, the undersigned, being the Manager of the Company, hereby consents and agrees as follows:

1. The Company is hereby authorized to undertake the Project.
2. The Manager of the Company is hereby authorized, in the name and on behalf of the Company, to negotiate, execute, deliver and approve the Company Documents and all such further instruments, agreements, certificates and other documents, and to take all other actions on behalf of the Company, as are necessary or appropriate to complete the Project and obtain the related Financial Assistance from the Agency; and upon such execution and delivery, and assuming due execution by all other parties, same shall be binding upon the Company.
3. The Manager hereby affirms all prior action taken by the Company with respect to the Project.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, being the Manager of the Company, has executed this Written Consent, to be effective as of the date set forth below.

Dated: December 15, 2021

101 NORTH SALINA ST MANAGER,
LLC

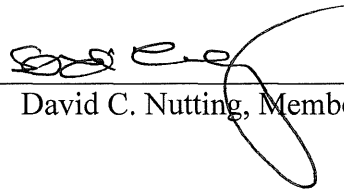
By: 
David C. Nutting, Member

EXHIBIT "E"
LOCAL ACCESS AGREEMENT

City of Syracuse

Industrial Development Agency

Local Access Agreement

101 North Salina St, LLC (the Company) understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation, reconstruction and equipping of the Project unless a written waiver is first received from the Agency, and agrees to provide the information requested below as a way to provide access for local participation.

Company		101 North Salina St, LLC				General Contractor		VIP Structures, Inc.			
Representative for Contract Bids and Awards		Chuck Wallace Charlie Wallace				Contact		Lindsay Shapero Jennifer Mullane			
Address		One Websters' Landing				Address		One Websters' Landing			
City	Syracuse	ST	NY	Zip	13202	City	Syracuse	ST	NY	Zip	13202
Phone	315-744-0714		Fax	---		Phone	315-471-5338		Fax	---	
Email		chuck.wallace@vipstructures.com cwallace@vipstructures.com				Email		lshapero@vipstructures.com jmullane@vipstructures.com			
Project Address		101 North Salina Street				Construction Start Date		August 2021			
City	Syracuse	ST	NY	Zip	13202	Occupancy Date		April 2022 and October 2022			

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

Item	Estimated Value	Bid Date	Contact
Site work/Demolition			
Foundation and footings			
Building			
Masonry			
Metals			
Wood/casework			
Thermal/moisture proof			
Doors, windows, glazing		SEE ATTACHED	
Finishes			
Electrical			
HVAC			
Plumbing			
Specialties			
Machinery & Equipment			
Furniture and Fixtures			
Utilities			
Paving			
Landscaping			
Other (identify)			

Date: December 14, 2021

Company: 101 North Salina St, LLC

Signature: 

Name: David C. Nutting

City of Syracuse Local Access Agreement			
Item	Estimated Value	Bid Date	Contact
			Lan-Co Companies - Tony Lupia ERSI - Russ Pryor Burns Bros - Eric Austin abj - Ken Mezger Phoenix Electric - Brian Newman
Sitework/Demolition	\$ 707,337.90	June/July 2021	
Foundation and Footings	\$ -	June/July 2021	n/a
Building	\$ -	June/July 2021	n/a
Masonry	\$ 75,375.00	June/July 2021	PJ Byrne - Sean Byrne
Metals	\$ 67,620.00	June/July 2021	Raulli & Sons - Henry Wood
Wood/Casework	\$ 63,954.30	June/July 2021	Artistry in Wood - Ed Boland
Thermal/Moisture Proof	\$ 498,000.00	June/July 2021	Apple Roofing - Brian Otis
Doors, Windows, Glazing	\$ 739,925.00	June/July 2021	Bon-Ton Glass - Mark Scalise DFH Supply - Dave Salvatore
			Ron Wright - Shayn Bready KSP Painting - Jeff Plisciarino Flooring Solutions - Rob West The Effect Group - Mike Blowers
Finishes	\$ 884,325.00	June/July 2021	
Electrical	\$ 1,175,222.00	June/July 2021	Phoenix Electric - Brian Newman Chimera - Casey White
HVAC	\$ 1,413,229.00	June/July 2021	Century Heating - Jason Iorio
			NJ Jones - NaDonte Jones abj Fire Protection - Ken Mezger Burns Bros - Eric Austin
Plumbing	\$ 263,480.00	June/July 2021	
Specialties	\$ 2,530.00	June/July 2021	Draperies, Inc. - Courtney Clare
Machinery & Equipment	\$ 15,862.00	June/July 2021	Accessibility Solutions - Christine Smith
Furniture & Fixtures	\$ -	June/July 2021	n/a
			Hoefler Communications - Joanne Hoefler Syracuse Utilities - Shawn Scorzelli National Grid
Utilities	\$ 468,974.00	June/July 2021	
Paving	\$ -	June/July 2021	
Landscaping	\$ -	June/July 2021	
Other (identify): Tenant Buildouts	\$ -	June/July 2021	
Total:	\$ 6,375,834.20		
Updated: December 14, 2021			



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, 2021

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

101 North Salina St, LLC
One Webster's Landing
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
101 North Salina St, LLC – The Post Project

Ladies and Gentlemen:

We have acted as counsel to the City of Syracuse Industrial Development Agency (the “*Agency*”) in connection with a project (the “*Project*”) undertaken by the Agency at the request of 444 East Genesee Street LLC (the “*Company*”) consisting of: ((A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the “*Building*”) located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the “*Land*”); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the “*Facility*”); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement



and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company has also requested that the Agency grant “financial assistance” (as defined in Section 854(14) of the New York General Municipal Law) (the “*Financial Assistance*”) to the Project in the form of exemptions from State and local sales and use taxes, mortgage recording taxes and real property tax which real property tax exemption is evidenced by a payment in lieu of taxes agreement (the “*PILOT Agreement*”) dated as of December 1, 2021 between the Agency and the Company.

Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Agency Lease.

As counsel to the Agency, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such instruments, certificates, and documents as we have deemed necessary or appropriate for the purposes of the opinion expressed below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as copies, and have assumed the accuracy and truthfulness of the factual information, expectations, conclusions, representations, warranties, covenants and opinions of the Company and its counsel and representatives as set forth in the various documents executed and delivered by them or any of them and identified in the Closing Memorandum in connection with the Project.

We are of the opinion that:

1. The Agency is a duly organized and existing corporate governmental agency constituting a public benefit corporation of the State of New York.
2. The Agency is duly authorized and empowered by law to acquire, reconstruct, renovate and equip the Project, to lease the Land and the Facility from the Company pursuant to the Company Lease; to accept an interest in the Equipment pursuant to the Bill of Sale; to sublease the Project Facility back to the Company pursuant to the Agency Lease, to provide the Financial Assistance and to appoint the Company as its agent for completion of the Project.
3. The Agency Documents have been authorized by and lawfully executed and delivered by the Agency and (assuming the authorization, execution, and delivery by the other respective parties thereto) are valid and legally binding obligations enforceable against the Agency in accordance with their respective terms.



In rendering this opinion, we advise you of the following:

The enforceability of the Agency Documents may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar law or enactment now or hereafter enacted by the State of New York or the Federal government affecting the enforcement of creditors' rights generally and the general principles of equity, including limitations on the availability of the remedy of specific performance which is subject to discretion of the court.

This opinion is rendered to the addressees named above and their successors and/or assigns, and may not be relied upon by any other person without our prior, express written consent.

Very truly yours,

BOUSQUET HOLSTEIN PLLC

Bousquet Holstein PLLC

December 17, 2021

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

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
101 North Salina St, LLC – The Post Project

Ladies and Gentlemen:

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

The Agency has acquired an interest in the Land and Facility pursuant to that certain Company Lease Agreement dated as of December 1, 2021 (the “*Company Lease*”) and an interest in the Equipment pursuant to a bill of sale dated as of December 1, 2021 (the “*Bill of Sale*”) and the Agency will sublease the Project Facility back to the Company pursuant to an Agency Lease

Agreement dated as of December 1, 2021 (the “*Agency Lease*”). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agency Lease.

The Company has also requested that the Agency grant the Financial Assistance to the Project. The Agency and the Company entered into a Payment in Lieu of Tax Agreement dated December 1, 2021 (the “*PILOT Agreement*”) with respect to the Project.

In that regard, we have examined the Project Agreement, the Company Lease, the Agency Lease, the Bill of Sale, the Environmental Compliance, the Indemnification Agreement, the PILOT Agreement and all other documents both identified in the Closing Memorandum and as defined in the Agency Lease to which the Company is a party in connection with the Project (collectively, the “*Company Documents*”).

We have also examined corporate documents and records of the Company and made such investigation of law and/or fact that we deem necessary or advisable in order to render this opinion. For purposes of such examination, we have assumed the genuineness of all certificates and the authenticity of all documents submitted to us as original counterparts or as certified or photostatic copies; the genuineness of all signatures of all parties to the Company Documents other than on behalf of the Company; and the due authorization, execution and delivery of the Company Documents by and the enforceability thereof against all parties thereto other than the Company.

As to questions of fact material to our opinion, we have relied upon the representations and warranties made by the Company in the Company Documents and upon one or more certificates of officers of the Company. Whenever the phrase “to the best of our knowledge” is used in this opinion, it refers to actual knowledge of members of this firm obtained from our representation of the Company and inquiries of responsible officers of the Company made in connection with this opinion, but no further investigation or review has been conducted.

Based upon the foregoing, it is our opinion that:

1. The Company is a duly formed and validly existing New York limited liability company and possesses full corporate power and authority to own its property, to conduct its business, to execute and deliver the Company Documents, and to carry out and perform its obligations thereunder.

2. The execution, delivery and performance of the Company Documents have been duly authorized by the Company and the Company Documents have been duly executed and delivered by an Authorized Representative of the Company.

3. The Company Documents constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as enforceability may be limited by applicable bankruptcy and insolvency laws and laws affecting creditors’ rights generally and to the extent that the availability of the remedy of specific

performance or injunctive relief or other equitable remedies is subject to the discretion of the court before which any proceeding therefor may be brought.

4. To the best of our knowledge, in reliance on the certificates and opinions specified herein, the execution and delivery by the Company of the Company Documents, the execution and compliance with the provisions of each and the consummation of the transactions contemplated therein do not and will not constitute a breach of, or default under the Company's Articles of Organization, Operating Agreement or any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Company or any of its Property may be bound, for which a valid consent has not been secured; nor is any approval or any action by any governmental authority required in connection with the execution and delivery thereof by the Company.

5. To the best of our knowledge, in reliance on the certificates and opinions specified herein, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against, or affecting the Company wherein an unfavorable decision, ruling or finding would in any way adversely affect in a material fashion the validity or enforceability of the Company Documents.

Our examination of law relevant to matters herein is limited to the laws of the State of New York and also the Federal law, where appropriate, and we express no opinion as to matters governed by the laws of any other state or jurisdiction.

This opinion is only for the benefit of and may be relied upon only by the Agency, its successors and assigns. The opinions set forth in this letter are limited to those expressly stated and no other opinion may be inferred nor is any implied. No other use of this opinion may be made without prior written consent. This opinion is given as of the date hereof and we undertake no obligation, and hereby disclaim any obligation, to update or supplement this opinion in response to a subsequent change in the law or future events affecting the documents identified in this letter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Brent Schwann" followed by a stylized flourish.

CLOSING MEMORANDUM

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

101 NORTH SALINA ST, LLC – THE POST PROJECT

DATE AND TIME OF CLOSING: December 17, 2021

PLACE OF CLOSING: In Escrow

I. Action Taken Prior to Closing

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

The Company also requested that the Agency appoint the Company as its agent for purposes of completing the Project and the granting of certain Financial Assistance.

The Company is, or will be at the time of closing, the owner of the Project Facility.

The Agency will acquire a leasehold interest in the Land and Facility from the Company pursuant to a Company Lease Agreement dated as of December 1, 2021 (the “**Company Lease**”), between the Company, as landlord and the Agency, as tenant; and an interest in the Equipment pursuant to a bill of sale from the Company dated as of December 1, 2021 (the “**Bill of Sale**”). The Agency will sublease the Project Facility back to the Company, pursuant to an Agency Lease Agreement dated as of December 1, 2021 (the “**Agency Lease**”) between the Agency, as sublessor and the Company, as sublessee. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in Exhibit “C” to the Agency Lease.

Among the actions taken by the Agency with respect to the Project prior to Closing were the following:

- | | |
|---------------|---|
| May 7, 2021 | The Company submitted an application for financial assistance for the project. |
| May 18, 2021 | A resolution determining that the acquisition, construction and equipping of a mixed-use project constitutes a project; describing the financial assistance in connection therewith; and authorizing a public hearing (the “ Public Hearing Resolution ”). |
| June 1, 2021 | Notice of the Public Hearing was mailed to the chief executive officers of the affected tax jurisdictions pursuant to Section 859-a of the Act. |
| June 3, 2021 | Notice of the Public Hearing was published in the <u>Post-Standard</u> pursuant to Section 859-a of the Act. |
| June 15, 2021 | The Agency conducted the Public Hearing pursuant to Section 859-a of the Act. |
| June 15, 2021 | A resolution determining that the undertaking of a certain project at the request of the Company will not have a significant effect on the environment. |
| June 15, 2021 | A resolution authorizing the undertaking of the acquisition, reconstruction, renovation, equipping and completion of a commercial facility; appointing the Company agent of the Agency for the purpose of the acquisition, reconstruction, renovation, equipping and completion of the Project Facility and authorizing the execution and delivery of an agreement between the Agency and the Company (the “ Inducement Resolution ”). |

June 15, 2021	A resolution approving a payment in lieu of tax schedule and authorizing the execution and delivery of certain documents by the Agency in connection with the Project (the " <i>PILOT Resolution</i> ").
June 15, 2021	A resolution authorizing the execution and delivery of certain documents by the agency at the request of the Company (the " <i>Final Approving Resolution</i> ").
June 15, 2021	Notice of relocation was given pursuant to Section 859-a(5)(d) of the General Municipal Law of the State of New York.
July 20, 2021	A resolution approving the temporary appointment of the Company as agent of the Agency with respect to the project and execution and delivery of certain documents in connection therewith (the " <i>Temporary Appointment Resolution</i> ").
September 30, 2021	A resolution authorizing a waiver of the Agency's Local Access Policy (the " <i>Local Access Waiver Resolution</i> ").
September 30, 2021	A resolution approving the extension of the temporary appointment of the Company as agent of the Agency until November 20, 2021; and the execution and delivery of certain documents in connection therewith (the " <i>Resolution Extending Temporary Appointment</i> ").
November 16, 2021	A resolution approving the extension of the temporary appointment of the Company as agent of the Agency until December 31, 2021; and the execution and delivery of certain documents in connection therewith (the " <i>Resolution Further Extending Temporary Appointment</i> ").

II. Action To Be Taken At Closing

The following documents, or copies thereof, are to be delivered (except as indicated) to the Agency (A), Agency's Counsel (AC), the Company (C), Company's Counsel (CC), Lender's Counsel (LC) as follows:

A.	Basic Documents	Responsible Party	Signatories
1.	Application for Financial Assistance	CC	C
2.	Project Agreement	AC	C, A
3.	Company Lease Agreement	AC	C, A
4.	Memorandum of Company Lease Agreement with TP-584	AC	C, A
5.	Bill of Sale		
6.	Agency Lease Agreement	AC	C, A
7.	Memorandum of Agency Lease Agreement with Form TP-584	AC	C, A
8.	Company Certification re: Local Labor Policy	AC	C
9.	Certificates of casualty, liability, workers' compensation and other required insurance	AC	
10.	Environmental Compliance and Indemnification Agreement	AC	C
11.	Closing Receipt	AC	C, A
12.	Sales Tax Exemption Letter	AC	A
13.	Form ST-60 indicating appointment of the Company to act as the agent of the Agency	AC	A
14.	PILOT Affirmation Letter	AC	C
15.	PILOT Agreement	AC	A, C
16.	Form 412-a	AC	A
17.	Notice of relocation pursuant to Section 859-a(5)(d) of the General Municipal Law of the State of New York		

B. Items To Be Delivered By The Agency

1. General Certificate of the Agency relating to incumbency and signatures of officers, execution and delivery of Agency Documents to which it is a party, no litigation and continued existence, with the following items included as exhibits:	AC	A
Exhibit "A" - Chapter 641 of the Laws of 1979 of the State of New York, as amended	A	
Exhibit "B" - Certificate of Establishment of the Agency and Certificates of appointment of current members	A	
Exhibit "C" - By-laws	A	
Exhibit "D" - Public Hearing Resolution	AC	
Exhibit "E" - Notice of Public Hearing with evidence of publication and copies of letters to affected tax jurisdictions	AC	
Exhibit "F" - SEQRA Resolution	AC	
Exhibit "G" - Inducement Resolution	AC	
Exhibit "H" - PILOT Resolution	AC	
Exhibit "I" – Final Approving Resolution	AC	
Exhibit "J" – Temporary Appointment Resolution	AC	
Exhibit "K" - Local Access Waiver Resolution		
Exhibit "L" - Resolution Extending Temporary Appointment		
Exhibit "M" - Resolution Further Extending Temporary Appointment		

C. Items To Be Delivered By The Company

1. General Certificate of the Company relating to capacity and signatures of officers, execution and delivery of the Documents to which it is a party, no litigation and approval, with the following items	AC	C
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included as exhibits:

Exhibit "A" - Articles of Organization	C	
Exhibit "B" - Operating Agreement	C	C
Exhibit "C" - Certificate of Good Standing	C	
Exhibit "D" - Company Resolution	C	
Exhibit "E" - Local Access Agreement	C	
D. Opinions of Counsel	C	
1. Opinion of Bousquet Holstein PLLC, counsel to the Agency, addressed to the Company and the Agency	AC	AC
2. Opinion of Bond, Schoeneck & King, PLLC, counsel to the Company, addressed to the Agency and the Company.	AC	CC

III. Action To Be Required Concurrently With Or After Closing

Memorandum of Company Lease Agreement and Memorandum of Agency Lease Agreement are to be filed with the Onondaga County Clerk.

The Real Property Tax Exemption Form (412-a), with a copy of the Payment in Lieu of Tax Agreement attached, to be mailed to the assessor and the chief executive officer of each affected tax jurisdiction.

The ST-60 for the Company to be mailed to the New York State Department of Taxation and Finance, upon finalization and submission of all required documents.

Scan copy of Local Access Agreement to the Agency.

At the time of closing, the Company provided fully executed Sub-Agent Agreements for the following sub-agents (copies of which are on file with the Agency) and ST-60s were filed with the State reflecting such appointment: VIP Structures, Inc.; abj Fire Protection Co., Inc.; Apple Roofing Corp.; Bon Ton of Syracuse Inc.; Burns Brothers Contractors; Century Heating & Cooling; Draperies Etc., Inc.; Hoefler Communications; KSP Painting; Phoenix Electric of CNY, Inc.; Ron Wright Inc.; Syracuse Utilities; Lan-Co Companies, Inc.; NJ Jones Plumbing LLC

SCHEDULE "A"

PERSONS APPEARING

For the Agency:	City of Syracuse Industrial Development Agency Kathleen Murphy, Chair Judith DeLaney, Executive Director
For the Company:	101 North Salina St, LLC David Nutting, Member Charles Wallace, Member
Company Counsel:	Bond, Schoeneck & King, PLLC Paul W. Reichel, Esq.
Agency's Counsel:	Bousquet Holstein PLLC Susan R. Katzoff, Esq.